

# STANDARD INSURANCE COMPANY

A Stock Life Insurance Company  
900 SW Fifth Avenue  
Portland, Oregon 97204-1282  
(503) 321-7000

*People. Not Just Policies.®*

## CERTIFICATE: GROUP LIFE INSURANCE

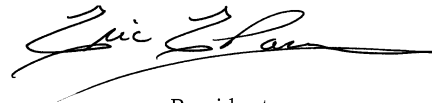
Policyowner:	The State of Oregon by and through its Public Employee's Benefit Board
Policy Number:	606814-B
Effective Date:	January 1, 1999

A Group Policy has been issued to the Policyowner. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyowner with a revised Certificate or other notice to be given to you.

**This policy includes an Accelerated Benefit. Death benefits will be reduced if an Accelerated Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.**

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

"We", "us" and "our" mean Standard Insurance Company. "You" and "your" mean the Member. All other defined terms appear with the initial letter capitalized. Section headings, and references to them, appear in boldface type.



President

GC190-LIF



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## COVERAGE FEATURES

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

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### GENERAL POLICY INFORMATION

Group Policy Number:	606814-B
Type of Insurance Provided:	
Life Insurance:	Yes
Dependent Life Insurance:	Yes
Policyowner:	The State of Oregon by and through its Public Employee's Benefit Board
Employer(s):	State Of Oregon
Group Policy Effective Date:	January 1, 1999
Policy Issued In:	Oregon

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### BECOMING INSURED

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

Definition of Member:	You are a Member if you are: <ol style="list-style-type: none"><li>1. An active employee of the Employer who is regularly scheduled to work and who meets the terms of eligibility outlined in the PEBB Administrative Rules; or</li><li>2. An employee of the Employer who:<ol style="list-style-type: none"><li>(a) Retired under the Employer's retirement plan during the month of December 2001 and whose insurance as an active employee terminated on or after January 1, 2002; or</li><li>(b) Retired under the Employer's retirement plan on or after January 1, 2002 and was insured as an active Member under the Group Policy on the day before the retirement date.</li></ol></li></ol>
Class Definition:	Class 1: An active judge Member of the Judicial Management Service Class 2: All other active Judicial Management Service Members Class 3: All other active Members Class 4: Retired Members

A Judicial Management Service employee is an administrator, principal assistant, secretary, attorney, elected official, judge, or employee (including a legislative employee) who is excluded from collective bargaining because of being in a confidential or supervisory position.

- Eligibility Waiting Period: You are eligible on one of the following dates:
- Elected or appointed officials: You are eligible on the first day of the month following the month in which you take your oath of office.
- All other Members: You are eligible on the date you become a Member.
- Evidence Of Insurability: Required:
- a. For late application for Optional Employee Life Insurance or Optional Spouse/Domestic Partner Life Insurance. Evidence Of Insurability is required if you apply more than 60 days after you become eligible. However, this requirement will be waived for you if you were insured for Optional Employee Life Insurance as a Member on the day before your insurance ended, and you apply for Optional Spouse/Domestic Partner Life Insurance within 60 days of the date your Optional Employee Life Insurance ended.
  - b. For reinstatements if required.
  - c. For Members eligible but not insured under the Prior Plan.
  - d. For any Optional Employee Life Insurance Benefit in excess of the Guarantee Issue Amount of \$20,000. However, this requirement will be waived for you if you were insured as a Management Service employee under Standard group policy 408045- A on the day before you become a Member, and you apply for amounts of Optional Employee Life Insurance equal to or less than the amount of your Employer-paid insurance (rounded to the next higher multiple of \$20,000, if not already a multiple of \$20,000) in effect under Standard group policy 408045-A on the day before you become a Member.
  - e. For any Optional Spouse/Domestic Partner Life Insurance Benefit in excess of the Guarantee Issue Amount of \$20,000. However, this requirement will be waived for you if you were insured as a Member for this amount or more of Optional Employee Life Insurance on the day your Optional Employee Life Insurance ended and you apply for an equal or lesser amount of Optional Spouse/Domestic Partner Life Insurance within 60 days of the date your Optional Employee Life Insurance ended.
  - f. For any increase in Optional Employee Life Insurance.
  - g. For any increase in Optional Spouse/Domestic Partner Life Insurance.
  - h. Becoming insured for any amount greater than the amount for which you were insured under the Prior Plan, if your insurance was limited because you did not provide evidence of insurability or because your evidence of insurability was not approved.

If your insurance was continued under Part 5. F. CONTINUATION OF LIFE INSURANCE (PORTABILITY) of the Prior Plan or the **Continuation Of Insurance (Portability)** provision of the Group Policy on the day before you become a Member, the Evidence Of Insurability requirements in d. and e. above do not apply to amounts of Optional Employee Life Insurance and Optional Spouse/Domestic Partner Life Insurance which do not exceed the amounts continued under Part 5. F. CONTINUATION OF LIFE INSURANCE (PORTABILITY) of the Prior Plan or the **Continuation Of Insurance** provision of the Group Policy.

Rollover Provision:

If you and your Spouse/Domestic Partner are both Members and your Spouse/Domestic Partner ceases to be a Member and your Spouse/Domestic Partner does not continue any Optional Employee Life Insurance or Optional Spouse/Domestic Partner Life Insurance under the terms of the **Continuation of Insurance** provision, the Evidence of Insurability requirements shown above will be waived in the following instances:

- A. If your Spouse/Domestic Partner was insured only for Optional Employee Life Insurance on the date your Spouse/Domestic Partner ceased to be a Member, you may apply for an amount of Optional Spouse/Domestic Partner Life Insurance on the life of your Spouse/Domestic Partner equal to or less than the amount of Optional Employee Life Insurance which ended.
- B. If your Spouse/Domestic Partner was insured for Optional Employee Life Insurance and Optional Spouse/Domestic Partner Life Insurance on the date your Spouse/Domestic Partner ceased to be a Member, you may increase the amount of Optional Spouse/Domestic Partner Life Insurance on your Spouse/Domestic Partner by an amount equal to or less than the amount of Optional Employee Life Insurance which ended.
- C. If you were insured for Optional Spouse/Domestic Partner Life Insurance by your Spouse/Domestic Partner on the date your Spouse/Domestic Partner ceased to be a Member, and:
  - (1) You are not insured for Optional Employee Life Insurance, you may apply for an amount of Optional Employee Life Insurance equal to or less than the amount of your Optional Spouse/Domestic Life Insurance which ended; or
  - (2) You are insured for Optional Employee Life Insurance, you may increase the amount of your Optional Employee Life Insurance by the amount of your Optional Spouse/Domestic Life Insurance which ended.

Evidence Of Insurability means an applicant must:

- 1. Complete and sign our medical history statement;
- 2. Sign our form authorizing us to obtain information about the applicant's health;
- 3. Undergo a physical examination, if required by us, which may include blood testing; and
- 4. Provide any additional information about the applicant's insurability that we may reasonably require.

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## PREMIUM CONTRIBUTIONS

Life Insurance

Basic:	Contributory and required
Optional Employee:	Contributory
Optional Spouse/Domestic Partner:	Contributory

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## SCHEDULE OF INSURANCE

### SCHEDULE OF LIFE INSURANCE

#### Life Insurance:

##### For you:

You will become insured under Basic Life Insurance if you meet the requirements to become insured under the Group Policy.

You may also become insured under Optional Employee Life Insurance if you meet the requirements to become insured for Optional Employee Life Insurance under the Group Policy. Optional Employee Life Insurance requires premium contributions from Members.

##### Basic:

Class 1: 1 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000.

Class 2: 1 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000.

Class 3: \$5,000

Class 4: None

##### Optional:

##### Classes 1 , 2 and 3:

An amount you select in increments of \$20,000, from \$20,000 to \$400,000.

##### Class 4:

Under age 65: An amount you select in increments of \$2,500, from \$2,500 to \$200,000, but not to exceed 50% of the amount of Basic and Optional Insurance in effect on the day before your retirement date.

The amount of your Optional Life Insurance after your 65th but before your 70th birthday is 65% of the amount which would be applicable if you were under age 65.

The amount of your Optional Life Insurance after your 70th but before your 75th birthday is 50% of the amount which would be applicable if you were under age 65.

The amount of your Optional Life Insurance after your 75th birthday is 35% of the amount which would be applicable if you were under age 65.

##### The Repatriation Benefit:

The expenses incurred to transport your body to a mortuary near your primary place of residence, but not to exceed \$5,000 or 10% of the Life Insurance Benefit, whichever is less.

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

##### For your Spouse/Domestic Partner:

If you are a Class 1, 2 or 3 Member, your Spouse/Domestic Partner may also become insured under Optional Spouse/Domestic Partner Life Insurance if he/she meets the requirements to become insured for Optional Spouse/Domestic

Partner Life Insurance under the Group Policy. Optional Spouse/Domestic Partner Life Insurance is a Contributory Plan requiring premium contributions from Members.

An amount you select in increments of \$20,000, from \$20,000 to \$400,000.

If your Spouse/Domestic Partner is also a Member, the amount of your Spouse/Domestic Partner's combined Optional Employee Life Insurance and Optional Spouse/Domestic Partner Life Insurance may not exceed \$400,000.

Class 4 Members are not eligible for Optional Spouse/Domestic Partner Life Insurance.

You may not be insured as both a Class 1, 2 or 3 Member and a Class 4 Member at the same time.

Dependent Life Insurance Benefit:

Spouse/Domestic Partner: \$5,000

Child: \$5,000

Class 4 Members are not eligible for Dependents Life Insurance.

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## REDUCTIONS IN INSURANCE

If you are a Class 1, 2 or 3 Member, your insurance is not subject to reduction because of age.

If you are a Class 4 Member, see the Schedule of Insurance above.

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## OTHER PROVISIONS

Waiver of Premium: Classes 1, 2 and 3: Yes  
Class 4: No

Accelerated Benefit: Classes 1, 2 and 3: Yes  
Class 4: No

Limits on Right To Convert if  
Group Policy terminates or is amended:

Minimum Time Insured: 5 years

Maximum Conversion Amount: \$10,000

Suicide Exclusion: Applies to:  
1. Optional Employee Life Insurance  
2. Optional Spouse/Domestic Partner Life Insurance

Leave Of Absence Period: See **Life Insurance**, F. When Life Insurance Ends.

## LIFE INSURANCE

### A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive satisfactory Proof Of Loss.

### B. Amount Of Life Insurance

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

### C. Changes In Life Insurance

#### 1. Increases

##### a. Basic Life Insurance

Subject to the **Active Work Provisions**, an increase in the amount of your Basic Life Insurance becomes effective on the date of change.

##### b. Optional Employee Life Insurance

You must apply for any increase in your Optional Employee Life Insurance. Subject to the **Active Work Provisions**, an increase in the amount of your Optional Employee Life Insurance becomes effective on the first day of the calendar month following the date we approve your Evidence Of Insurability.

##### c. Optional Spouse/Domestic Partner Life Insurance

You must apply for any increase in your Optional Spouse/Domestic Partner Life Insurance. Subject to the **Active Work Provisions**, an increase in the amount of your Optional Spouse/Domestic Partner Life Insurance becomes effective on the first day of the calendar month following the date we approve your Spouse/Domestic Partner's Evidence Of Insurability.

#### 2. Decreases

##### a. Basic Life Insurance

A decrease in your Basic Life Insurance becomes effective on the date of change.

##### b. Optional Employee and Optional Spouse/Domestic Partner Life Insurance

A decrease in your Optional Employee Life Insurance or Optional Spouse/Domestic Partner Life Insurance becomes effective on the first day of the calendar month following the date the Employer receives your written request for the decrease.

### D. Suicide Exclusion: Life Insurance

The **Coverage Features** states which Life Insurance plan is subject to this suicide exclusion.

If your or your Spouse/Domestic Partner's death results from suicide or other intentionally self-inflicted Injury, while sane or insane, 1 and 2 below apply.

1. The amount payable will exclude the amount of your or your Spouse/Domestic Partner's Optional Life Insurance which is subject to this suicide exclusion and which has not been continuously in effect for at least 2 years on the date of death. In computing the 2-year period, we will include time you or your Spouse/Domestic Partner were insured under the Prior Plan.
2. We will refund all premiums paid for that portion of your or your Spouse/Domestic Partner's Optional Life Insurance which is excluded from payment under this suicide exclusion.

#### E. When Life Insurance Becomes Effective

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

##### 1. Basic Life Insurance

Your Basic Life Insurance becomes effective on the date you become eligible.

##### 2. Optional Employee Life Insurance

You must apply for Optional Employee Life Insurance and agree to pay premiums.

###### a. Optional Employee Life Insurance not subject to Evidence Of Insurability

Optional Employee Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month following the date your application is received by your Employer, if you apply either on or before the date you become eligible, or within 60 days of the date you become eligible.

###### b. Optional Employee Life Insurance subject to Evidence Of Insurability

Optional Employee Life Insurance subject to Evidence Of Insurability becomes effective on the first day of the calendar month following the date we approve your Evidence Of Insurability.

##### 3. Optional Spouse/Domestic Partner Life Insurance

###### a. Eligibility

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

- i. The date your Basic Life Insurance becomes effective; and
- ii. The date you first acquire a Spouse/Domestic Partner.

###### b. Effective Date

###### (i) Optional Spouse/Domestic Partner Life Insurance not subject to Evidence Of Insurability

You must apply for Optional Spouse/Domestic Partner Life Insurance and agree to pay premiums.

Optional Spouse/Domestic Partner Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month following the date your application is received by your Employer if you apply either on or before the date you become eligible, or within 60 days of the date you become eligible.

###### (ii) Optional Spouse/Domestic Partner Life Insurance subject to Evidence of Insurability

Optional Spouse/Domestic Partner Life Insurance subject to Evidence Of Insurability becomes effective on the first day of the calendar month following the date we approve your Spouse/Domestic Partner's Evidence Of Insurability.

##### 4. Takeover Provision

- a. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
- b. You must submit satisfactory Evidence Of Insurability to become insured for Optional Employee Life Insurance if you were eligible under the Prior Plan for more than 60 days but were not insured.

#### F. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The date the Group Policy terminates.
2. The date you become a full time member of the armed forces of any country.
3. The last day of the last period for which you made the required premium contribution for your Insurance.
4. With respect to Optional Spouse/Domestic Partner Life Insurance, five months after you die (no premiums will be charged for your Optional Spouse/Domestic Partner Life Insurance during this time).
5. With respect to your Optional Spouse/Domestic Partner Life Insurance, the date your Spouse/Domestic Partner becomes a full-time member of the armed forces of any country.
6. With respect to your Optional Spouse/Domestic Partner Life Insurance, the date your divorce is final or the dissolution date of your Affidavit Of Domestic Partnership.
7. With respect to Optional Spouse/Domestic Partner Life Insurance, the date you or your Spouse/Domestic Partner become a Class 4 Member.
8. The last day of the calendar month in which your employment terminates. However, if premium payment for the next period of Insurance is made prior to the date your employment terminates, the last day of the calendar month next following the month in which your employment terminates.
9. The last day of the calendar month in which you cease to be a Member. However, if premium payment for the next period of Insurance is made prior to the date you cease to be a Member, the last day of the calendar month next following the month in which you cease to be a Member. If you cease to be a Member because you are not working the required minimum number of hours, your Insurance will be continued with premium payment during the following periods, unless it ends under items 1. through 8. above:

(A) Members employed by the Oregon University System:

- (1) While you are receiving full salary (including sick pay) from your Employer;
- (2) While you are unable to be Actively At Work as a result of Sickness, Injury or Pregnancy, but not beyond the date your employment is terminated by you or your Employer;
- (3) During the first 90 days in which your Employer mandates that you involuntarily work less than half-time.
- (4) During the first 15 months of an approved sabbatical leave of absence or an approved temporary leave of absence for the purpose of conducting special research, subject to the following provisions:
  - (a) The leave of absence must be approved in writing by your Employer prior to the beginning of the leave of absence. The written approval must contain the date you are scheduled to return to work.
  - (b) You must pay the full premium for your Insurance continued under this provision by the first day of each calendar month during your leave of absence. Your Insurance under this provision will automatically end on the last day of the last period for which you made the required premium contribution for your continued Insurance.
  - (c) Your Insurance will end on your scheduled date to return to work if you are not regularly scheduled to work at least half-time on such date, unless you are Totally Disabled on that date and covered under **Waiver Of Premium**.
- (5) With respect to Optional Employee Life Insurance, Optional Spouse/Domestic Partner Life Insurance and Dependent Life Insurance, during the first 12 months of any other approved non-medical leave of absence.

(B) For all other Members:

- (1) While you are receiving full salary (including sick pay) from your Employer;
- (2) While you are unable to be Actively At Work as a result of Sickness, Injury or Pregnancy, but not beyond the date your employment is terminated by you or your Employer;
- (3) During the first 90 days in which your Employer mandates that you involuntarily work less than half-time.
- (4) With respect to Optional Employee Life Insurance, Optional Spouse/Domestic Partner Life Insurance and Dependent Life Insurance, during the first 12 months of an approved non-medical leave of absence.

#### G. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 6 below will apply.

1. If your Life Insurance ends because you cease to be a Member and you become a Member again within twelve months, the Eligibility Waiting Period will be waived. However, you will become eligible for insurance on the first day of the calendar month following the month in which you work half-time. You and your Spouse/Domestic Partner will not be required to provide Evidence Of Insurability to become insured again for Optional Life Insurance if:
  - (a) You apply within 60 days after you become eligible; and
  - (b) You apply for an amount that is equal to or less than the amount of your Optional Life Insurance which ended.
2. If you were insured as a Class 4 Member on the day before you become a Class 1, 2 or 3 Member again, the Eligibility Waiting Period will be waived. However, you will become eligible for insurance on the first day of the calendar month following the month in which you work half-time. If you return as a Class 1, 2 or 3 Member within 12 months, you will become insured again for the same amount of Optional Employee Life Insurance and Optional Spouse/Domestic Partner Life Insurance, if any, in effect on the last day of your previous period of insurance as a Class 1, 2 or 3 Member.
3. If your Life Insurance ends because you are on a federal or state-mandated family or medical leave of absence or a military leave of absence and you become a Member again immediately following the end of the leave, the Eligibility Waiting Period will be waived and your insurance will become effective retroactive to the first day of the month in which you return, provided you are capable of Active Work requirement on that date.
4. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
5. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
6. For purposes of this provision, Life Insurance includes all amounts continued under **Continuation Of Insurance (Portability)**.

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## DEPENDENT LIFE INSURANCE

#### A. Insuring Clause

If your Dependent dies while insured for Dependent Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive satisfactory Proof Of Loss.

#### B. Amount Of Dependent Life Insurance

See the **Coverage Features** for the amount of your Dependent Life Insurance.

### C. Definitions For Dependent Life Insurance

Dependent means your Spouse, Child or Domestic Partner. Dependent does not include a person who is a full-time member of the armed forces of any country.

### D. Becoming Insured For Dependent Life Insurance

#### 1. Eligibility

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

- a. The date your Basic Life Insurance becomes effective; and
- b. The date you first acquire a Dependent.

#### 2. Effective Date

You may apply for Dependent Life Insurance before or within 60 days of becoming eligible, within 60 days of a Qualified Status Change or during the Employer's annual enrollment period. You may not apply at any other time.

You must also agree to make the required contributions to the Employer.

Subject to the **Active Work Provisions**, your Dependent Life Insurance becomes effective on the first day of the calendar month following the date your application is received by your Employer, if you apply:

- a. On or before the date you become eligible;
- b. Within 60 days of the date you become eligible;
- c. Within 60 days of a Qualified Status Change; or
- d. During the Employer's annual enrollment period.

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

### E. Continued Coverage Without Payment Of Premiums

Your Dependent Life Insurance will be continued in force without payment of premiums as follows:

- (1) For five months after your death.
- (2) During any period when you qualify for Waiver Of Premium.
- (3) During any period when your only insured Dependent is Disabled.

**NOTE:** Dependent Life Insurance on the life of any one of your Dependents will end on the date determined under F. When Dependent Life Insurance Ends.

### F. When Dependent Life Insurance Ends

Dependent Life Insurance ends automatically on the earliest of:

1. Five months after you die (no premiums will be charged for your Dependent Life Insurance during this time);
2. The date your Basic Life Insurance ends;
3. The date the Group Policy terminates, or the date Dependent Life Insurance terminates under the Group Policy;
4. Except as provided above, the date the last period ends for which you made a premium contribution;
5. For your Spouse/Domestic Partner, the date your divorce is final or the dissolution date of your Affidavit Of Domestic Partnership;

6. For any Dependent, the date the Dependent ceases to be a Dependent; and
7. For a Child who is Disabled, 90 days after we mail you a request for proof of Disability, if proof is not given.

LI.DL.14X

## **ACTIVE WORK PROVISIONS**

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business.

You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

LI.AW.02

## **RETIREMENT CONTINUATION PROVISION**

Insurance may be continued during your retirement under your Employer's retirement program. See **Coverage Features** for the insurance which may be continued under this provision. Rules 1 through 3 below will apply.

1. You must apply in writing for a continuation of insurance within 60 days of your retirement date and agree to pay any premiums required by your Employer.
2. Insurance under this provision will end on the earliest of:
  - a. Any Premium Due Date if you fail to make the required premium contribution to your Employer on or before that date.
  - b. The date the Group Policy terminates.
3. You will not become eligible for Waiver Of Premium or the Accelerated Benefit if you become Totally Disabled while your insurance is continued under this provision.

LI.RT.03X

## **WAIVER OF PREMIUM**

### **A. Waiver Of Premium Benefit**

Insurance will be continued without payment of premiums while you are Totally Disabled if:

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

### **B. Definitions For Waiver Of Premium**

1. Insurance means all your insurance under the Group Policy, except insurance continued under Continuation Of Insurance (Portability).

2. **Totally Disabled** means that, as a result of **Sickness**, **accidental Injury**, or **Pregnancy**, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.
3. **Waiting Period** means the 180 consecutive day period beginning on the date you become **Totally Disabled**. **Waiver Of Premium** begins when you complete the **Waiting Period**.

C. **Premium Payment**

Premium payment must continue until the later of:

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

D. **Refund Of Premiums**

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

E. **Amount Of Insurance**

The amount of Insurance continued without payment of premium is the amount in effect on the day before you become **Totally Disabled**. However, if you receive an **Accelerated Benefit**, Insurance will be reduced according to the **Accelerated Benefit** provision.

F. **Effect Of Death During The Waiting Period**

If you die during the **Waiting Period** and are otherwise eligible for **Waiver Of Premium**, the **Waiting Period** will be waived.

G. **Termination Or Amendment Of The Group Policy**

Insurance will not be affected by termination or amendment of the **Group Policy** after you become **Totally Disabled**.

H. **When Waiver Of Premium Ends**

**Waiver of Premium** ends on the earliest of:

1. The date you cease to be **Totally Disabled**;
2. 90 days after the date we mail you a request for additional **Proof Of Loss**, if it is not given;
3. The date you fail to attend an examination or cooperate with the examiner; and
4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured.

LI.WP.46X

## **ACCELERATED BENEFIT**

A. **Accelerated Benefit**

If you qualify for **Waiver Of Premium** and give us satisfactory proof of having a **Qualifying Medical Condition** while you are insured under the **Group Policy**, you may have the right to receive during your lifetime a portion of your Insurance as an **Accelerated Benefit**. You must have at least \$10,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the **Accelerated Benefit**, you will not be eligible for the **Accelerated Benefit**.

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

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

**B. Application For Accelerated Benefit**

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

**C. Amount Of Accelerated Benefit**

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is \$300,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 24 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

**D. Effect On Insurance And Other Benefits**

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be the greater of the amounts in (1) and (2) below; however, if you assign your rights under the Group Policy, the amount of your Insurance will be the amount in (2) below.

(1) 10% of the amount of your Insurance as if no Accelerated Benefit had been paid; or

(2) The amount of your Insurance as if no Accelerated Benefit had been paid; minus

The amount of the Accelerated Benefit; minus

An interest charge calculated as follows:

A times B times C divided by 365 = interest charge.

A = The amount of the Accelerated Benefit.

B = The monthly average of our variable policy loan interest rate.

C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

**E. Exclusions**

No Accelerated Benefit will be paid if:

1. All or part of your Insurance must be paid to your Child(ren), or your Spouse/Domestic Partner or former Spouse/Domestic Partner as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.
4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.
5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
6. You have previously received an Accelerated Benefit under the Group Policy.

F. Definitions For Accelerated Benefit

Insurance means your Life Insurance under the Group Policy, except insurance continued under **Continuation Of Insurance (Portability)**.

LIAB.163

## RIGHT TO CONVERT

A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if:

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

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

B. Definitions For Right To Convert

1. Conversion Period means the 60-day period after the date of any Qualifying Event.
2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium or **Continuation Of Insurance (Portability)**.
3. Qualifying Event means termination or reduction of your Insurance for any reason except:
  - a. The Member's failure to make a required premium contribution.
  - b. Payment of an Accelerated Benefit.
4. You and your mean any person insured under the Group Policy.

C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, 1 and 2 below will apply.

1. You may not convert Insurance which has been in effect for less than the Minimum Time Insured. See **Coverage Features**.
2. The maximum amount you have a Right To Convert is the lesser of:
  - a. The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; and
  - b. The Maximum Conversion Amount. See **Coverage Features**.

D. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

1. A term insurance policy;
2. A universal life policy;
3. A policy with disability, accidental death, or other additional benefits; or
4. A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

E. Death During The Conversion Period

If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

LI.RC.14

## CONTINUATION OF INSURANCE (PORTABILITY)

A. Continuation Of Insurance Benefit (Portability)

You may continue your Insurance if your employment with your Employer terminates. However, to be eligible to continue your Insurance you must meet the following requirements on the date your employment terminates:

- (a) You are not Totally Disabled.
- (b) You are not retired.

In the event of the Member's death, the Spouse/Domestic Partner may continue Optional Spouse/Domestic Partner Life Insurance.

Insurance means all your Optional Employee Life Insurance and Optional Spouse/Domestic Partner Life Insurance under the Group Policy, except insurance continued under **Waiver Of Premium**.

B. Application And Premium Payment

You must apply and pay the first premium to us within 60 days after the date your employment terminates.

C. Amount Of Insurance

The amount you may continue is the amount in effect on the date your employment terminates. You may continue any lesser amount for you or your Spouse/Domestic Partner in multiples of \$20,000.

You may not increase the amount you continue.

The amount of your Insurance will be terminated according to the Schedule Of Insurance in effect on the date your employment terminates.

D. When Insurance Ends

Insurance continued under this provision ends automatically on the earliest of:

1. The date the last period ends for which you made a premium contribution.
2. The date you become a full-time member of the armed forces of any country.
3. For your Spouse/Domestic Partner, the date your divorce is final or the dissolution date of your Affidavit Of Domestic Partnership;
4. The date you become insured as a Member under the Group Policy.
5. For your Spouse/Domestic Partner, the date you become insured as a Member under the Group Policy.

E. Group Policy Provisions

Except as provided above, Insurance continued under this provision is subject to all other terms of the Group Policy. With respect to any notice you are required to provide to your Employer under other provisions of the Group Policy, such notice must be provided to us while your Insurance is continued.

VF.CN.02

## CLAIMS

### A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

### B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

### C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss.

### D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

### E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

### F. Notice Of Decision On Claim

The claimant will receive a written decision on a claim within a reasonable time after we receive the claim.

If the claimant does not receive our decision within 90 days after we receive the claim, the claimant will have an immediate right to request a review as if the claim had been denied.

If we deny any part of the claim, the claimant will receive a written notice of denial containing:

1. The reasons for our decision;
2. Reference to the parts of the Group Policy on which our decision is based;
3. A description of any additional information needed to support the claim; and
4. Information concerning the claimant's right to a review of our decision.

### G. Review Procedure

If all or part of a claim is denied, the claimant must request a review in writing within 60 days after receiving notice of the denial.

The claimant may send us written comments or other items to support the claim, and may review any nonprivileged information that relates to the request for review.

We will review the claim promptly after we receive the request. We will send notice of our decision within 60 days after we receive the request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and refer to the relevant parts of the Group Policy.

LICL.01

## ASSIGNMENT

If the amount of your Life Insurance is less than \$25,000, you may not make an assignment.

If the amount of your Life Insurance is \$25,000 or more, you may make an absolute assignment of all your Life Insurance, subject to 1 through 8 below.

1. All insurance under the Group Policy, except Dependent Life Insurance, is assignable.
2. You may not make a collateral assignment.
3. The assignment must be absolute and irrevocable. It must transfer all rights, including:
  - a. The right to change the Beneficiary; and
  - b. The right to buy an individual life insurance policy on your life under **Right To Convert**.
4. The assignment will apply to all of your Life Insurance in effect on the date of the assignment or becoming effective after that date.
5. The assignment may be to any person other than the Policyowner or Employer.
6. The assignment will have no effect unless it is: made in writing, signed by you, and delivered to the Policyowner or Employer in your lifetime. Neither we, the Policyowner, nor the Employer are responsible for the validity, sufficiency or effect of the assignment.
7. All death benefits will be paid according to the beneficiary designation on file with the Policyowner or Employer, and the **Benefit Payment And Beneficiary Provisions**.
8. The assignment will not change the Beneficiary, unless the assignee later changes the Beneficiary. Any payment we make according to the beneficiary designation on file with the Policyowner or Employer, and the **Benefit Payment And Beneficiary Provisions** will fully discharge us to the extent of the payment.

You may not make an assignment which is contrary to the rules in 1 through 8 above.

LIAS.02

## BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

### A. Payment Of Benefits

1. Except as provided in item 4. below, benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.
2. The benefits below will be paid to you if you are living.
  - a. Dependent Life Insurance benefits.
  - b. Accelerated Benefits.
3. Dependent Life Insurance benefits payable because of the death of your Dependent which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
  - a. Your Spouse/Domestic Partner.

- b. Your children.
  - c. Your parents.
  - d. Your estate.
4. If the Beneficiary has made an assignment of all or part of the benefit to a mortuary or funeral home (assignee), we will make a check for that portion of the benefit jointly payable to the Beneficiary and the assignee. The amount paid by Standard under the assignment will in no event exceed the amount due to the Beneficiary. The check will be sent to the assignee.

#### B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits.

You may name one or more Beneficiaries. Two or more surviving Beneficiaries will share equally, unless you specify otherwise. You may name or change Beneficiaries at any time without the consent of a Beneficiary.

You must name or change Beneficiaries in writing. Writing includes a form signed by you or a verification from the Policyowner or Employer of an electronic or telephonic designation made by you.

Your designation:

- 1. Must be dated and signed by you;
- 2. Must be delivered to the Policyowner or Employer during your lifetime;
- 3. Must relate to the insurance provided under the Group Policy; and
- 4. Will take effect on the date it is delivered to the Policyowner or Employer.

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

If a Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

#### D. No Surviving Beneficiary

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

- 1. Your spouse.
- 2. Your children.
- 3. Your parents.
- 4. Your estate.

#### E. Methods Of Payment

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

- 1. Lump Sum

If the amount payable to a Recipient is less than \$10,000, we will pay it in a lump sum.

- 2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$10,000 or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest;
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.

3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$10,000 or more;
- b. The Recipient chooses; and
- c. We agree.

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

LI.BB.23

### **TIME LIMITS ON LEGAL ACTIONS**

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

- 1. The date we receive Proof Of Loss; and
- 2. The time within which Proof Of Loss is required to be given.

LI.TL.01

### **INCONTESTABILITY PROVISIONS**

A. Incontestability Of Insurance

Any statement made to obtain insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

- 1. The insurance would not have been approved if we had known the truth; and
- 2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years.

B. Incontestability Of Group Policy

Any statement made by the Policyowner or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyowner or Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

- 1. The Group Policy would not have been issued if we had known the truth; and
- 2. We have given the Policyowner or Employer a copy of a written instrument signed by the Policyowner or Employer which contains the misrepresentation.

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

LI.IN.01

## DEFINITIONS

Child means any child who meets the terms of eligibility outlined in the PEBB Administrative Rules. It is intended that the dependent Child of a Domestic Partner be entitled to the same benefits under this Group Policy as the dependent Child of a Member or the Member's Spouse.

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

Dependents Life Insurance means Dependent Life Insurance, if any, under the Group Policy.

Domestic Partner means an individual who, together with the Member, meets all of the criteria listed below.

The individual and Members:

- (a) Are both at least eighteen (18) years of age;
- (b) Share a close personal relationship and are responsible for each other's common welfare;
- (c) Are each other's sole Domestic Partners;
- (d) Are not married to anyone nor has either had another Domestic Partner within the prior six months;
- (e) Are not related by blood closer than would bar marriage in the State of Oregon;
- (f) Have jointly shared the same regular and permanent residence for at least six (6) months immediately preceding the date of the Affidavit with the intent to continue doing so indefinitely;
- (g) Are jointly financially responsible for basic living expenses defined as the cost of food, shelter, and any other expenses of maintaining a household; and
- (h) Have completed an Affidavit of Domestic Partnership.

Affidavit of Domestic Partnership means a written document in which you and another individual attest that you meet the criteria set forth in OAR 101-010-005(6) on the date the document is signed.

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

Group Policy means the group life insurance policy issued by us to the Policyowner and identified by the Group Policy Number.

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

Noncontributory means the Employer pays the entire premium for insurance.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your Spouse/Domestic Partner, or the brother, sister, parent or child of either you or your Spouse/Domestic Partner.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Qualified Family Status Change means any of the following:

- (a) Events that change the legal marital status of a Member including marriage, death of Spouse, divorce, legal separation, or annulment;
- (b) Events that change the status of a domestic partner relationship with a Domestic Partner initially meeting qualifying criteria, including death of the Domestic Partner, or termination of the domestic partnership;
- (c) Events that change the number of Dependents including birth, adoption, placement for adoption, or death of a family member;
- (d) A termination or commencement of employment by the Member, Spouse, or Domestic Partner;
- (e) A reduction or increase in hours of employment by the eligible employee, spouse, or domestic partner which affects eligibility, including a switch between part-time and full-time, or commencement or return from an unpaid leave of absence, or commencement or return from a federal FMLA (Family Medical Leave Act) leave whether the FMLA leave is paid or unpaid or as otherwise permitted by the Federal Family Medical Leave Act and the Oregon Family Leave Act;
- (f) An event that causes an employee's or domestic partner's family member to satisfy or cease to satisfy the eligibility requirements for coverage due to age, student status or any similar circumstance;
- (g) An increase in eligible employee out-of-pocket premium amount resulting from decisions of the employer or employee;
- (h) An involuntary loss of other coverage (Health Insurance Portability and Accountability Act of 1996 (HIPAA) Special Enrollment) due to:
  - (i) An eligible employee's family member or domestic partner exhausts COBRA through previous employer;
  - (ii) An eligible employee's family member or domestic partner ceases to be eligible for other group coverage (i.e., coverage discontinued by employer); or
  - (iii) Employer contributions from the employer of an eligible employee's family member or domestic partner for other coverage cease;
- (i) In compliance with a final judgment, decree or order resulting from a divorce, legal separation, annulment or change in custody proceedings including issuance of a Qualified Medical Child Support Order (QMCSO) requiring enrollment of a dependent child(ren) on the existing medical and dental plan(s);
- (j) Plan Service Area — An eligible employee and/or an eligible employee's family member or domestic partner moves out of the plan service area, and so loses eligibility for that plan;
- (k) Gain or loss of Medicare or Medicaid;
- (l) In the Dependent Day Care Expenses Option, day care cost changes only if the cost change is imposed by a dependent care provider who is not a relative of the employee as defined by IRC 152(a)(1)-(8); or
- (m) Coverage Changes: A change or cessation of coverage, such as if there is an overall reduction in coverage, addition or elimination of benefit options, and changes in the spouses' or dependent's coverage through their employers.

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married.

LIDF.30