

# STANDARD INSURANCE COMPANY

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

## CERTIFICATE GROUP LIFE INSURANCE

---

Policyholder:	Trustees of the Missouri State Employees' Retirement System (MOSERS)
Policy Number:	604201-H
Effective Date:	July 1, 2010

---

A Group Policy has been issued to the Policyholder. 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 Policyholder 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 and CEO

## Table of Contents

COVERAGE FEATURES .....	1
GENERAL POLICY INFORMATION .....	1
BECOMING INSURED .....	1
PREMIUM CONTRIBUTIONS.....	4
SCHEDULE OF INSURANCE.....	4
REDUCTIONS IN INSURANCE .....	6
OTHER BENEFITS.....	7
OTHER PROVISIONS .....	7
LIFE INSURANCE .....	8
A. Insuring Clause.....	8
B. Amount Of Life Insurance.....	8
C. Changes In Life Insurance .....	8
D. Repatriation Benefit .....	8
E. Suicide Exclusion: Life Insurance .....	9
F. When Life Insurance Becomes Effective.....	9
G. When Life Insurance Ends.....	9
H. Reinstatement Of Life Insurance.....	10
I. Occupational Death Benefit .....	11
DEPENDENTS LIFE INSURANCE .....	12
A. Insuring Clause.....	12
B. Amount Of Dependents Life Insurance.....	12
C. Changes In Dependents Life Insurance .....	12
D. Definitions For Dependents Life Insurance.....	12
E. Becoming Insured For Dependents Life Insurance.....	12
F. When Dependents Life Insurance Ends .....	13
ACTIVE WORK PROVISIONS .....	13
CONTINUITY OF COVERAGE .....	14
RETIREMENT CONTINUATION PROVISION .....	14
PORTABILITY OF INSURANCE .....	14
WAIVER OF PREMIUM.....	15
ACCELERATED BENEFIT.....	17
RIGHT TO CONVERT .....	18
CLAIMS .....	19
ASSIGNMENT .....	21
BENEFIT PAYMENT AND BENEFICIARY PROVISIONS .....	22
ALLOCATION OF AUTHORITY .....	23
TIME LIMITS ON LEGAL ACTIONS .....	24
INCONTESTABILITY PROVISIONS .....	24
CLERICAL ERROR AND MISSTATEMENT .....	25
TERMINATION OR AMENDMENT OF THE GROUP POLICY .....	25
DEFINITIONS.....	25

## Index of Defined Terms

Accelerated Benefit, 17  
Active Work, Actively At Work, 13  
Annual Earnings, 26  
Annual Enrollment Period, 4  
  
Beneficiary, 22  
  
Child, 26  
Class Definition, 1  
Continuation During Total Disability, 10  
Contributory, 26  
Conversion Period, 18  
  
Dependent, 12  
Dependents Life Insurance, 26  
  
Eligibility Waiting Period, 26  
Employer(s), 1  
Evidence Of Insurability, 26  
  
Family Status Change, 26  
  
Group Policy, 27  
Group Policy Effective Date, 1  
Group Policy Number, 1  
Guarantee Issue Amount (for Dependents Life Insurance), 2  
  
Injury, 27  
Insurance (for Accelerated Benefit), 18  
Insurance (for Right to Convert), 18  
Insurance (for Waiver Of Premium), 16  
  
Leave Of Absence Period, 7  
Life Insurance, 27  
  
Maximum Conversion Amount, 7  
Member, 1  
Minimum Time Insured, 7  
  
Noncontributory, 27  
  
Physician, 27  
Policyholder, 1  
Pregnancy, 27  
Prior Plan, 27  
Proof Of Loss, 20  
  
Qualifying Event, 19  
Qualifying Medical Condition, 17  
  
Recipient, 23  
Right To Convert, 18  
  
Sickness, 27  
Spouse, 27  
  
Totally Disabled, 27  
  
Waiting Period (for Waiver Of Premium), 16  
Waiver Of Premium, 15  
  
You, Your (for Right To Convert), 19

## 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.

---

### GENERAL POLICY INFORMATION

Group Policy Number:	604201-H
Type of Insurance Provided:	
Life Insurance:	Yes
Dependents Life Insurance:	Yes
Policyholder:	Trustees of the Missouri State Employees' Retirement System (MOSERS)
Employer(s):	State of Missouri
Group Policy Effective Date:	July 1, 2010
Policy Issued in:	Missouri

---

### 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 Active Work requirement does not apply to Members who are retired on the Group Policy Effective Date. 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. Working in a position normally requiring at least 1,040 hours a year as an employee of the state of Missouri and you are a member of the Missouri State Employees' Retirement System, Missouri Judicial Retirement System or the Administrative Law Judge and Legal Advisor Retirement System;</li><li>2. An active member of the General Assembly who is a member of MOSERS;</li><li>3. A member of the Public School Retirement System who is employed full time by a state agency; or</li><li>4. A retired employee who, at the time of retirement, (a) met the requirements of 1., 2. or 3. above, and (b) was eligible to receive an annuity.</li></ol>
	You are not a Member if you are:
	<ol style="list-style-type: none"><li>1. A member of the College and University Retirement Plan (CURP); or</li><li>2. An employee participating in another Employer sponsored life insurance plan.</li></ol>

Class Definitions: Class 1: Active Members. Class 1 is further subdivided as follows:

- Class 1A: Active Members who were insured for Option 1 on December 31, 2003
- Class 1B: Active Members who were insured for Option 2 on December 31, 2003
- Class 1C: All other active Members

Class 2: Retired Members

Eligibility Waiting Period: If you are a Member on the Group Policy Effective Date, you are eligible on that date.

If you become a Member after the Group Policy Effective Date, you are eligible on the first day as a Member.

Evidence of Insurability: Required:

- a. For late application for Contributory insurance.
- b. For reinstatements if required.
- c. For Members and Dependents eligible but not insured under the Prior Plan.
- d. Any elective increase in Optional Life Insurance
- e. For any Dependents Life Insurance Benefit in excess of the Guarantee Issue Amount of \$10,000 for your Spouse.

This requirement will not apply to an amount of Plan 1 (Spouse) Dependents Life Insurance equal to or less than the amount for which the Spouse was formerly insured for Optional Life Insurance as a Member, provided 1) the Member applies for Dependents Life Insurance within 31 days of the date the Spouse ceases to be insured for Optional Life Insurance as a Member, and 2) the amount of Dependents Life Insurance may not exceed the amount available for a Spouse as shown in the Schedule Of Insurance.

- f. Any increase in Dependents Life Insurance for your Spouse.

Evidence of Insurability is not required for a Child.

### **Exceptions**

The requirement in a. above will not apply to late application:

- i. For Plan 1 Dependents Life Insurance for a Spouse formerly insured for Optional Life Insurance as a Member, up to an amount equal to the Optional Life Insurance for which the individual was insured, provided Plan 1 Dependents Life Insurance is applied for within 31 days of the date the individual ceases to be insured as a Member.

The amount of Plan 1 Dependents Life Insurance for your Spouse may not exceed 100% of the amount of your Optional Life Insurance.

- ii. For Optional Life Insurance of \$30,000 or less, if you apply within 31 days of a Family Status Change. However, this requirement is not waived for a Member whose Evidence of Insurability was previously disapproved by Standard.

Family Status Change:

If you are insured for Optional Life Insurance, Evidence Of Insurability will not be required to increase your Optional Life Insurance by a multiple of \$10,000, not to exceed \$100,000, if you apply during the first 31 days following a Family Status Change.

Annual Enrollment Period:

If you are a Member prior to September 1 of the current calendar year, certain Evidence of Insurability requirements will be waived for you if you apply for Optional Life Insurance during your Employer's Annual Enrollment Period as follows:

- i. The requirements in a. and d. above will not apply to late application or an elective increase as follows, if you apply during an Annual Enrollment Period and you are either a Class 1A or Class 1B Member insured under Option 3 or a Class 1C Member.

- (a) During your Employer's Annual Enrollment Period in October 2019:

If you are insured for Optional Life Insurance, Evidence Of Insurability will not be required to increase your Optional Life Insurance by a multiple of \$10,000, not to exceed \$100,000. This increase in coverage will become effective January 1, 2020.

If you are eligible but not insured for Optional Life Insurance, Evidence Of Insurability will not be required to become insured for an amount of Optional Life Insurance not to exceed \$100,000. However, we will not waive the Evidence of Insurability requirement if you previously submitted Evidence Of Insurability that was not approved by us. Your Optional Life Insurance will become effective January 1, 2020.

- (b) During your Employer's Annual Enrollment Period in October 2020: Evidence Of Insurability will not be required to increase your Optional Life Insurance by \$10,000 or \$20,000. This increase in coverage will become effective January 1, 2021.

- (c) During your Employer's Annual Enrollment Period in October 2021: Evidence Of Insurability will not be required to increase your Optional Life Insurance by \$10,000 or \$20,000. This increase in coverage will become effective January 1, 2022.

- (d) During your Employer's Annual Enrollment Period in October 2022: Evidence Of Insurability will not be required to increase your Optional Life Insurance by \$10,000 or \$20,000. This increase in coverage will become effective January 1, 2023.

- (e) During your Employer's Annual Enrollment Period in October 2023: Evidence Of Insurability will not be required to increase your Optional Life Insurance by \$10,000 or \$20,000. This increase in coverage will become effective January 1, 2024.

- ii. If you are insured under Option 1 and you apply to change to Option 3 during the Employer's Annual Enrollment Period, the requirement in d. above will not apply to an increase in your insurance to an amount equal to A times B below, rounded to the next higher multiple of \$10,000:

A = The multiple of Annual Earnings for which you are insured on December 31.

B = Your Annual Earnings.

- iii. If you are insured under Option 2 and you apply to change to Option 3 during the Employer's Annual Enrollment Period, the requirement in d. above will not apply to an elective increase to the next higher multiple of \$10,000.

If you become a Member after September 1 of the current calendar year, you may apply as described above but Evidence of Insurability will be required.

Annual Enrollment Period means the period designated each year by your Employer when you may change insurance elections without submitting Evidence of Insurability. Any election outside of the Annual Enrollment Period will require you to submit Evidence of Insurability.

---

## PREMIUM CONTRIBUTIONS

### Life Insurance:

Basic: Noncontributory

Optional: Contributory

Dependents Life Insurance: Contributory

---

## SCHEDULE OF INSURANCE

### SCHEDULE OF LIFE INSURANCE

For you:

#### Life Insurance Benefit:

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

You may also become insured under Optional Insurance if you meet the requirements to become insured for Optional Insurance under the Group Policy. Optional Insurance is a Contributory plan requiring premium contributions from Members.

#### Basic Life Insurance:

Class 1 Members: 1 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$500,000. The minimum amount is \$15,000.

#### Class 2 Members:

Members of the Administrative Law Judges/Legal Advisors' and Judicial Retirement Systems who retired on or after August 1, 1995: \$5,000

Members of the Administrative Law Judges/Legal Advisors' and Judicial Retirement Systems who retired prior to August 1, 1995: None

Retired Members of the Public School Retirement System: None

All other Retired Members who retired before September 28, 1985: None

All other Retired Members who retired on or after September 28, 1985:	\$5,000
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.
Occupational Death Benefit:	An amount equal to two times the amount of your Basic Life Insurance.  The Occupational Death Benefit is available only to active Members.
Optional Life Insurance:	
Class 1A:	You may be a) insured under Option 1, or b) insured under Option 3. However once you become insured under Option 3, you may not become insured under Option 1 again.  Option 1: The multiple of Annual Earnings for which you were insured on December 31, 2003, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$800,000.  Option 3: An amount you select in multiples of \$10,000, subject to a maximum amount equal to the lesser of (a) \$800,000, or (b) 6 times your Annual Earnings, rounded to the next higher multiple of \$10,000, if not already a multiple of \$10,000.
Class 1B:	You may be a) insured under Option 2, or b) insured under Option 3. However once you become insured under Option 3, you may not become insured under Option 2 again.  Option 2: The multiple of \$1,000 for which you were insured on December 31, 2003, subject to a maximum amount equal to the lesser of (a) \$800,000, or (b) 6 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000.  Option 3: An amount you select in multiples of \$10,000, subject to a maximum amount equal to the lesser of (a) \$800,000, or (b) 6 times your Annual Earnings, rounded to the next higher multiple of \$10,000, if not already a multiple of \$10,000.
Class 1C:	You may select any multiple of \$10,000, subject to a maximum amount equal to the lesser of (a) \$800,000, or (b) 6 times your Annual Earnings, rounded to the next higher multiple of \$10,000, if not already a multiple of \$10,000.
Class 2 Members:	
- Retired Members who retired prior to May 1, 1984:	A multiple of \$500, from \$1,000 to \$2,500



- Retired Members who retired on or after May 1, 1984, but prior to September 1, 1988:

A multiple of \$500, from \$1,000 to \$5,000

- Retired Members who retired on or after September 1, 1988 but before May 1, 1996:

A multiple of \$500, from \$1,000 to \$10,000

- Retired Members who retire on or after July 1, 2000, and who retire under the rule of 80 provisions established under Missouri Revised Statutes (MRS) 104.1003 through 104.1093:

The amount of your Optional Life Insurance in effect on the date immediately preceding the date your annuity begins. On the earliest date you become eligible for reduced Social Security retirement benefits but no later than age 62, the amount of your Optional Life Insurance is a multiple of \$500, from \$1,000 to \$60,000.

- All other Retired Members who retired on or after May 1, 1996, including retired members of the General Assembly and the Judiciary Plan:

A multiple of \$500, from \$1,000 to \$60,000

#### Dependents Life Insurance:

Dependents Life Insurance for a Spouse is available only for Class 1 Members. Dependents Life Insurance for a Child is available only to Class 1 Members, and Class 2 Members who insured their Child(ren) on the day before retirement.

Plan 1 (Spouse only):

Spouse: An amount you select in multiples of \$10,000, from \$10,000 to \$100,000.

Plan 2 (Child only):

\$10,000 per Child; regardless of the number of Children.

You must be enrolled in Optional Life Insurance to apply for Dependents Life Insurance Plan 1.

The amount of Plan 1 Dependents Life Insurance for your Spouse may not exceed 100% of the amount of your Optional Life Insurance.

You may retain the multiple of \$1,000 of Plan 1 Dependents Life Insurance for a Spouse in effect on December 31, 2003. However, any subsequent elective change will be to a multiple of \$10,000.

A newborn Child is automatically insured from the moment of birth. An adopted Child is automatically insured from the time of placement. If you do not otherwise have Dependents Life Insurance in place for your Child(ren), you must apply in writing within 31 days after the date Dependent Life Insurance under this provision is effective. If you do not apply, Dependent Life Insurance under this provision for the newborn or adopted Child will end automatically after that 31 day period.

---

## REDUCTIONS IN INSURANCE

Your insurance will not be reduced because of your age unless your insurance is subject to termination under the **Waiver of Premium** provision.

---

## OTHER BENEFITS

Waiver Of Premium:	Class 1: Yes
	Class 2: No (unless approved while an active Member)
Accelerated Benefit:	Class 1: Yes
	Class 2: No (unless approved while an active Member)

---

## OTHER PROVISIONS

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 Optional Life Insurance

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

Continuity Of Coverage: Yes

Insurance Eligible For Portability:

For you:

Life Insurance:	Yes
Minimum combined amount:	\$10,000
Maximum combined amount:	\$300,000

For your Spouse:

Dependents Life Insurance:	Yes
Minimum combined amount:	\$5,000
Maximum combined amount:	\$100,000

For your Child:

Dependents Life Insurance:	Yes
Minimum combined amount:	\$1,000
Maximum combined amount:	\$5,000

Annual Earnings based on: Earnings in effect on the preceding July 31.

## 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 Proof Of Loss satisfactory to us.

### B. Amount Of Life Insurance

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

### C. Changes In Life Insurance

#### 1. Increases

You must apply in writing for any elective increase in your Life Insurance.

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

##### a. Increases Subject To Evidence of Insurability

An increase in your Life Insurance subject to Evidence of Insurability becomes effective on the first day of the pay period following the date the Policyholder receives notice of Standard's approval of your Evidence of Insurability.

##### b. Increases Not Subject To Evidence of Insurability

An increase in your Life Insurance not subject to Evidence of Insurability becomes effective on:

(i) The January 1 following the date of change in Annual Earnings.

(ii) The later of the date you apply or the date of the Family Status Change, if you apply within 31 days of a Family Status Change.

(iii) The beginning of the next plan year following the date you apply for an elective increase, if you apply during an Annual Enrollment Period.

#### 2. Decreases

A decrease in your Life Insurance because of your retirement becomes effective on the first day of the first month for which an amount is paid to you as an annuity.

A decrease in your Life Insurance because of a change in your Annual Earnings becomes effective on the January 1 following the date of change in Annual Earnings.

Any other decrease in your Life Insurance becomes effective on the first day of the pay period following the date the Policyholder or Employer receives your written request for the decrease.

### D. Repatriation Benefit

The amount of the Repatriation Benefit is shown in the **Coverage Features**.

We will pay a Repatriation Benefit if all of the following requirements are met.

1. A Life Insurance Benefit is payable because of your death.

2. You die more than 200 miles from your primary place of residence.

3. Expenses are incurred to transport your body to a mortuary near your primary place of residence.

E. Suicide Exclusion: Life Insurance

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

If your 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 Life Insurance which is subject to this suicide exclusion and which has not been continuously in effect for at least 1 year on the date of your death. In computing the 1-year period, we will include time you were insured under the Prior Plan.
2. We will refund all premiums paid for that portion of your Life Insurance which is excluded from payment under this suicide exclusion.

F. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

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

1. Life Insurance subject to Evidence of Insurability

Life Insurance subject to Evidence of Insurability becomes effective on the first day of the pay period following the date the Policyholder receives notice of Standard's approval of your Evidence of Insurability.

2. Life Insurance not subject to Evidence of Insurability

a. Noncontributory Life Insurance

Noncontributory Life Insurance not subject to Evidence of Insurability becomes effective on the date you become eligible.

b. Contributory Life Insurance

You must apply in writing for Contributory Life Insurance and agree to pay premiums. Contributory Life Insurance not subject to Evidence of Insurability becomes effective on:

- (i) The date you become eligible if you apply on or before that date.
- (ii) The date you apply if you apply within 31 days after you become eligible.
- (iii) The later of the date you apply or the date of the Family Status Change, if you apply within 31 days of a Family Status Change.

Late application: Evidence of Insurability is required if you apply more than 31 days after you become eligible.

3. 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 Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured.

G. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium was paid for your Life Insurance;
2. The date the Group Policy terminates;

3. The last day of the calendar month in which your employment terminates, unless you are a retired member or as provided in item 5.b. below; and
4. The effective date of any statute which amends or terminates your Insurance.
5. The last day of the calendar month following the date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 4 above.
  - a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
  - b. While your ability to work is limited because of Sickness, Injury, or Pregnancy, but not beyond the date your employment is terminated by you or your Employer except while you continue to accrue service credits.

Continuation During Total Disability: If you are Totally Disabled and you are not eligible for Waiver Of Premium (see **Waiver Of Premium**), your Life Insurance will continue, while you remain Totally Disabled, for a period of not less than six months, but not beyond the date the Group Policy terminates. This applies even if your employment terminates. (See **Definitions** for definition of Totally Disabled.)

- c. During a leave of absence if continuation of your insurance under the Group Policy is required by the Family Medical Leave Act or other federal or a state-mandated family or medical leave act or law.
- d. During a leave of absence if continuation of your insurance under the Group Policy is required by the Uniform Services Employment and Reemployment Rights Act of 1994 or any similar state law.
- e. During: (a) the first 12 months of an absence from Active Work because of an approved leave of absence with or without pay, or (b) the first 12 months of an absence from Active Work because of a temporary layoff. The continuation of your insurance under this provision will be subject to the following rules:
  - (1) With respect to Basic Insurance, you must pay the entire cost of your Basic Insurance to your Employer.
  - (2) Your insurance will end on the last day of the last period for which you paid the required premium contribution for your insurance.
  - (3) Your insurance will end on the date you are scheduled to return to work unless you are Totally Disabled or Actively At Work on that date.

#### H. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 5 below will apply.

1. If your Optional Insurance ends because you fail to make the required premium contributions while you are on an approved leave of absence or temporary layoff and you become a Member again, your Optional Insurance in effect on the day before your Optional Insurance ended will be reinstated automatically on the date you become a Member again.
2. If your Optional Insurance ends because you fail to make the required premium contribution in any other situation, you must submit Evidence of Insurability satisfactory to Standard before becoming insured for Optional Insurance again.
3. If your insurance ends because you cease to be a Member and you become a Member again without being off payroll for an entire calendar month after your Insurance ends, your

Insurance in effect on the day before your Insurance ended will be reinstated automatically on the date you become a Member again, provided you did not exercise your Right To Convert.

4. If you exercised your Right To Convert, you must provide Evidence of Insurability to become insured again.
5. If your Life Insurance ends because you are on a military leave of absence or a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the Uniform Services Employment and Reemployment Rights Act of 1994 or the federal or state-mandated family or medical leave act or law.

#### I. Occupational Death Benefit

The amount of the Occupational Death Benefit is shown in the **Coverage Features**.

We will pay an Occupational Death Benefit if all of the following requirements are met.

1. A Basic Life Insurance benefit is payable because of your death.
2. Proof is provided that your death is a Covered Occupational Death.

Covered Occupational Death means:

1. Death caused by or resulting from an Injury sustained during working hours as an active employee of the Employer, or in the case of a required period of work not coinciding with regular work hours, while in transit to or from such work. Such a death, if it occurs more than five days after the accident, will be a Covered Occupational Death only if the Member receives treatment from a licensed physician as a result of the accident within five days after the accident.
2. Death resulting from any disease or infection which arises out of and in the scope of employment as an active employee of the Employer and to which the Member is not ordinarily subjected or exposed other than during working hours as an active employee of the Employer. Such a death will be a Covered Occupational Death only if the Member receives treatment from a licensed physician within 42 days after the Member was subjected or exposed to the condition which caused the disease or infection.

#### Exclusions

No payment will be made if your death is caused or contributed to by any of the following:

1. Insurrection, War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict with organized forces of a military nature.
2. Suicide or any other intentionally self-inflicted injury, while sane. No Life Insurance will be subject to the suicide exclusion unless we can show that you intended suicide when you applied for Insurance.
3. Committing or attempting to commit an assault or a felony.
4. The voluntary use or consumption of any poison, chemical compound or drug (including but not limited to prescribed medications), unless used or consumed in accordance with the directions of a physician.

#### Time Limits on Filing Proof of Occupational Injury, Disease or Infection

Proof of occupational injury, disease or infection must be provided within 365 days after the date of Injury or the date the Member was subjected to or exposed to the condition which caused the disease or infection.

If proof of occupational injury, disease or infection is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

(REPAT\_SUIC PART\_FAM STAT\_ANNUAL ENROL) LI.LF.MO.3X

## DEPENDENTS LIFE INSURANCE

### A. Insuring Clause

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

### B. Amount Of Dependents Life Insurance

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

### C. Changes In Dependents Life Insurance

#### 1. Increases

You must apply in writing for any elective increase in your Dependents Life Insurance.

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

##### a. Increases Subject To Evidence of Insurability

An increase in your Dependents Life Insurance subject to Evidence of Insurability becomes effective on the first day of the pay period following the date the Policyholder receives notice of Standard's approval of that Dependent's Evidence of Insurability.

##### b. Increases Not Subject To Evidence of Insurability

An increase in your Dependents Life Insurance not subject to Evidence of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date you apply for an elective increase.

#### 2. Decreases

A decrease in your Dependents Life Insurance because of a decrease in your Life Insurance becomes effective on the date your Life Insurance decreases.

### D. Definitions For Dependents Life Insurance

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

### E. Becoming Insured For Dependents Life Insurance

#### 1. Eligibility

##### a. Plan 1 Dependents Life Insurance

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

- (1) The date your Optional Life Insurance becomes effective; and
- (2) The date you first acquire a Spouse.

##### b. Plan 2 Dependents Life Insurance

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

- (1) The date your Basic Life Insurance becomes effective; and
- (2) The date you first acquire a Child.

2. Effective Date

a. Contributory Dependents Life Insurance

You must apply in writing for Contributory Dependents Life Insurance and agree to pay premiums. Your Dependents Life Insurance becomes effective on:

- i. The date you apply, if you apply before or within 31 days after you become eligible.
- ii. The first day of the pay period following the date the Policyholder receives notice of our approval of that Dependent's Evidence of Insurability, if you apply more than 31 days after you become eligible (late application).

With respect to Plan 2, while your Plan 2 Dependents Life Insurance is in effect, each new Dependent becomes insured immediately.

b. Dependents Life Insurance Subject To Evidence of Insurability

Insurance subject to Evidence of Insurability becomes effective on the first day of the pay period following the date the Policyholder receives notice of our approval of that Dependent's Evidence of Insurability.

F. When Dependents Life Insurance Ends

Dependents Life Insurance ends automatically on the earliest of:

1. Five months after you die (no premiums will be charged for your Dependents Life Insurance during this time);
2. The date your Life Insurance ends for reasons other than your death;
3. With respect to Plan 1 Dependents Life Insurance, the date your Optional Life Insurance ends for a reason other than your death;
4. The date the last period ends for which you made a premium contribution;
5. For your Spouse, the date you become a Class 2 Member;
6. For your Spouse, the last day of the calendar month in which your divorce is final;
7. The date the Group Policy terminates, unless: (a) your Dependents Life Insurance continues under 1. above; or (b) you qualify for Waiver Of Premium;
8. For any Dependent, the last day of the calendar month in which the Dependent ceases to be a Dependent; and
9. For a Child who is Disabled, 90 days after we mail you a request for proof of Disability, if proof is not given.

(SP & CH) LI.DL.OT.4X

### **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.OT.1

## **CONTINUITY OF COVERAGE**

### A. Waiver Of Active Work Requirement

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the Active Work requirement. See **Active Work Provisions**.

### B. Payment Of Benefit

The benefits payable before you meet the Active Work requirement will be:

1. The benefits which would have been payable under the terms of the Prior Plan if it had remained in force; reduced by
2. Any benefits payable under the Prior Plan.

LI.CC.MO.1

## **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 4 below will apply.

1. You must go from active employment to retirement within 60 days and apply in writing for a continuation of insurance on or before the last day of the calendar month in which you retire and agree to pay any premiums required by your Employer.
2. Insurance under this provision becomes effective on the first day of the first month for which an amount is paid to you as an annuity.
3. Insurance under this provision will end on the earlier 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.
4. 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

## **PORTABILITY OF INSURANCE**

### A. Portability Of Insurance

If your insurance under the Group Policy ends because your insurance under the Group Policy terminates or is reduced, you may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself and your Dependents without submitting Evidence of Insurability. To be eligible you must satisfy the following requirements:

1. On the date your insurance under the Group Policy terminates or is reduced, you must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.

(If you are unable to meet this requirement, see the **Right To Convert** and **Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.)

2. On the date your insurance under the Group Policy terminates or is reduced, you are under age 65.
3. On the date your insurance under the Group Policy terminates or is reduced, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.
4. You must apply in writing and pay the first premium directly to us at our Home Office within 60 days after the date your insurance under the Group Policy terminates or is reduced. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

This portable group insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

#### B. Amount Of Portable Insurance

The minimum and maximum amounts that you are eligible to buy under the Group Life Portability Insurance Policy are shown in the **Coverage Features**. You may buy less than the maximum amounts in increments of \$1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your insurance under the Group Policy terminates or is reduced.

#### C. When Portable Insurance Becomes Effective

Portable group insurance will become effective the day after your insurance under the Group Policy terminates or is reduced, if you apply within 60 days after the date your insurance under the Group Policy terminates or is reduced.

If death occurs within 60 days after the date your insurance under the Group Policy terminates or is reduced, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date your insurance under the Group Policy terminates or is reduced and not the terms of the Group Life Portability Insurance Policy. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your insurance under the Group Policy terminates or is reduced.

(WITH DL REF) LI.TP.OT.1X

## 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.

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

## B. Definitions For Waiver Of Premium

1. Insurance means all your insurance under the Group Policy.
2. Waiting Period means the 90 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.
3. Totally Disabled means:
  - a. You are unable to perform the material and substantial duties of Any Occupation as a result of Sickness, accidental Injury, or Pregnancy; or
  - b. You are eligible to receive disability benefits under a group long term disability policy issued by us to the Policyholder or your Employer.
4. Any Occupation means any occupation or employment which you are able to perform, whether due to education, training, or experience, which is available at one or more locations in the national economy and in which you can be expected to earn at least 60% of your Annual Earnings within twelve months following your return to work, regardless of whether you are working in that or any other occupation.

## 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 eligible for Waiver Of Premium is the amount in effect on the day before you become Totally Disabled. However, the following will apply:

1. Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before you become Totally Disabled.
2. If the Schedule of Insurance provides for a reduction of the amount of Insurance because of your retirement, the amount of Insurance continued will also reduce because of your retirement
3. 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;
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;
5. The date you retire, become eligible for normal retirement, or receive a refund of your contributions and interest credited under the Employer's retirement plan, whichever is earliest; and
6. The date you would have become eligible for normal retirement under the MOSERS retirement plans according to your service start date (MSEP, MSEP 2000, MSP 2011).

(ELIG 60\_TERMS 70) LI.WP.MO.2X

## **ACCELERATED BENEFIT**

### A. Accelerated Benefit

If you 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 \$500,000. 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 or former Spouse 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 Basic Life Insurance Benefit and Optional Life Insurance Benefit, if any, under the Group Policy.

**LIAB.OT.5X**

## **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 in writing 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.

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.OT.1

## 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 satisfactory to us.

#### 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

We will evaluate a claim for benefits promptly after we receive it. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

With respect to Waiver Of Premium claims, within 45 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for 30 days. Before the end of this extension period we will send the claimant: (a) a written decision on the Waiver Of Premium claim; or (b) a notice that we are extending the period to decide the claim for an additional 30 days. If an extension is due to the claimant's failure to provide information necessary to decide the Waiver Of Premium claim, the extended time period for deciding the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant 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.
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 may request a review. The claimant must request a review in writing:

1. Within 180 days after receiving notice of the denial of a claim for Waiver Of Premium;
2. Within 60 days after receiving notice of the denial of any other claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims except Waiver Of Premium claims, within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days.

With respect to Waiver Of Premium claims, within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

With respect to Waiver Of Premium claims, the person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for Waiver Of Premium.

If we deny any part of the claim on review, 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. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

(2ND REV PUB WRDG\_NEW WOP WRDG) LI.CL.OT.5X

## **ASSIGNMENT**

The rights and benefits under the Group Policy cannot be assigned.

LI.AS.OT.1



## **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. Dependents Life Insurance benefits.
  - b. Accelerated Benefits.
3. Dependents Life Insurance benefits which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
  - a. The children of the Dependent.
  - b. The parents of the Dependent.
  - c. The brothers and sisters of the Dependent.
  - d. Your estate.
4. Additional Benefits will be paid as follows:

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

### B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

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

Your designation:

1. Must be dated;
2. Must be delivered to the Policyholder 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 Policyholder 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 or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person 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. (See **Definitions**)
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. 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 \$25,000, we will pay it in a lump sum.

#### 2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$25,000, or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest at a rate equal to the 13-week Treasury Bill (T-Bill) auction rate, but not to exceed 5%;
- 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 \$25,000 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.

(NO FB REPAT ELECT/TEL DESIG WITH DEF SP\_25K SSA LUMP INSTALL SPOUSE DEF TERM) LI.BB.OT.6X

## ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and

application of the Group Policy. However, this provision will not restrict any right you may have to file a lawsuit if your claim for benefits is denied or ignored.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
  - a. Eligibility for insurance;
  - b. Entitlement to benefits;
  - c. Amount of benefits payable;
  - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy any decision we make in the exercise of our authority is conclusive and binding.

**LI.AL.MO.2**

### **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 ten 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.MO.1**

### **INCONTESTABILITY PROVISIONS**

#### **A. Incontestability Of Insurance**

Any statement made to obtain or to increase 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 during the lifetime of the insured.

#### **B. Incontestability Of Group Policy**

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

No misrepresentation by the Policyholder 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 Policyholder or Employer a copy of a written instrument signed by the Policyholder 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.OT.2

## **CLERICAL ERROR AND MISSTATEMENT**

### A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured;
2. Invalidate insurance under the Group Policy otherwise validly in force; or
3. Continue insurance under the Group Policy otherwise validly terminated.

### B. Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agents.

### C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LI.CE.OT.2

## **TERMINATION OR AMENDMENT OF THE GROUP POLICY**

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups thereof.

LI.TA.OT.1

## **DEFINITIONS**

Your Annual Earnings will be based on your normal earnings in effect on the preceding July 31. If you were not a Member on the preceding July 31, your Annual Earnings will be based on your Annual Earnings in effect on your first day as a Member.

Annual Earnings means your annual normal earnings from your Employer, including:

1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p) or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
2. Shift differential pay
3. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
5. Any other extra compensation.

Child means:

1. Your child from live birth to age 26; or
2. Your Disabled child who is continuously incapable of self-sustaining employment because of mental or physical handicap; and chiefly dependent upon you for support and maintenance or institutionalized because of mental retardation or physical handicap.

Child includes any of the following:

- i. Your adopted child;
- ii. Your stepchild or dependent grandchild, if living in your home; or
- iii. A child living in your home for whom you are the court appointed legal guardian.

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

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

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

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.

Family Status Change means any of the following events:

1. Your marriage, divorce or legal separation.
2. The birth of your Child.
3. The adoption of a Child by you.

4. The death of your Spouse and/or Child.

Group Policy means the group life insurance policy issued by us to the Policyholder 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 Policyholder or 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, or the brother, sister, parent or child of either you or your spouse.

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.

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married. However, for purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced.

Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform the material duties of any occupation for which you are reasonably fitted by education, training and experience.

(REG NO COM\_NO STOCK\_WITH STAT TOT DIS\_WITH STAT TOT DIS) LLDF.MO.5X