



LifeMap Assurance Company™  
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**GROUP VOLUNTARY LIFE INSURANCE  
 CERTIFICATE OF COVERAGE**

**POLICYHOLDER:** ASSOCIATED GENERAL CONTRACTORS HEALTH BENEFITS TRUST,  
 OREGON COLUMBIA CHAPTER

**POLICY NUMBER:** OR 300267

**EFFECTIVE DATE:** JANUARY 1, 2013

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

**This Certificate of Coverage is not valid unless accompanied by a Confirmation Statement from LifeMap Assurance Company.** The Confirmation Statement verifies the benefit level you have been approved for and your Effective Date of insurance as well as the coverage, if any, you elected for your Spouse or any Dependent Children. Your insurance will begin on the Effective Date shown provided you are Actively at Work and performing all the regular duties of your own occupation on that date, and the required premium has been paid.

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

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

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

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

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

*The Coverage Outline on Page C-2 will tell you the classes of employees eligible for insurance and when eligibility for insurance begins. The Table of Contents on Page C-3 will help you find specific provisions. The Definitions section on Page C-4 will provide definitions of important terms used in this Certificate.*

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

Secretary

President

## **COVERAGE OUTLINE**

### **ELIGIBLE CLASSES:**

Eligibility is determined by each Participating Employer. Each Participating Employer may elect to base their eligibility on one of the following:

- 1.) All eligible Employees of Participating Employers; or
- 2.) All eligible Employees enrolled in the Employer-sponsored medical plan and working for the Participating Employer.

Employees must work a minimum of 17.5 hours per week on a regular basis.

**WAITING PERIOD:** The eligibility Waiting Period is determined by each Participating Employer. Waiting period options are; date of hire, 30 days, 60 days, 90 days, 120 days or 180 days of employment. Employees will become insured on the first of the month following the completion of the Waiting Period established by their Participating Employer.

**EMPLOYEE CONTRIBUTION:** Voluntary Life and Dependent Life Insurance are contributory. Premiums are paid by you through payroll deduction.

## **BENEFIT SCHEDULE**

### **EMPLOYEE VOLUNTARY LIFE INSURANCE**

Increments of \$10,000, from a minimum of \$10,000  
to a maximum of the lesser of \$300,000 or 5 times annual earnings

**VOLUNTARY LIFE GUARANTEE ISSUE AMOUNT:** None

You must be enrolled in the Policyholder's basic Life Insurance plan to be eligible for Voluntary Life Insurance.

**Benefits will be paid according to the amount shown on your Confirmation Statement.**

### **SPOUSE VOLUNTARY LIFE INSURANCE**

Increments of \$10,000, from a minimum of \$10,000  
to a maximum of \$300,000

**SPOUSE VOLUNTARY LIFE GUARANTEE ISSUE AMOUNT:** None

**Benefits will be paid according to the amount shown on your Confirmation Statement.**

If both you and your Spouse are insured under this Policy as Employees, then each may be insured as a Spouse under the other Employee's Spouse Voluntary Life Insurance.

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

**BENEFIT REDUCTIONS:** Voluntary Life Benefits reduce to 65% at age 65, to 45% at age 70, to 30% at age 75, to 20% at age 80, to 15% at age 85 and to 10% at age 90.

**CHILDREN VOLUNTARY LIFE INSURANCE**

<b><u>Children Age</u></b>	<b><u>Amount of Coverage</u></b>
Birth to 26 years	Increments of \$2,000, from a minimum of \$2,000 to a maximum of \$10,000

You or your Spouse must be approved for Voluntary Life Insurance coverage in order for your Dependent Children to be enrolled in Children's Voluntary Life coverage.

If both you and your Spouse are insured for Voluntary Life Insurance your Dependent Children may be insured under only one parent.

**Benefits will be paid according to the amount shown on your Confirmation Statement.**

**CERTIFICATE OF COVERAGE  
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## **DEFINITIONS**

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

**Active Employment** means the Employee is:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Domestic Partner (non-state certified)\*** means an adult of the same or opposite sex who has an emotional, physical and financial relationship with you, similar to that of a spouse, as evidenced by the following facts:

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

\*Participation of non-state certified Domestic Partners is determined by each Participating Employer.

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

Commissions will be averaged for the lesser of:

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

**Employee** means a person who:

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

**Employer/Participating Employer** means an employer who has completed an application and has been accepted for coverage under the Associated General Contractors Health Benefits Trust, Oregon Columbia Chapter. This includes any division, subsidiary or affiliated company named in the Application for the Policy or any Policy amendments.

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

**Guarantee Issue Amount** means the amount of insurance coverage an eligible person may receive under the Policy without submitting Evidence of Insurability. This amount is based on the class of insurance for which the person is eligible according to the Coverage Outline.

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

**Physician** means a person who:

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

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

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

**Proceeds** means the amount of insurance we will pay as a benefit based on the coverage for which the person is insured on the last day of Active Work, subject to the Benefit Reductions provision show in the Coverage Outline.

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

1. for **Life Insurance** - a certified death certificate or a death decreed by court order;
2. for **Disability** -
  - a. completed statements by the Employee and the Employer;
  - b. a completed statement by the attending Physician(s), which must describe any restrictions on the Employee's performance of the duties of any occupation for Extension of Life Insurance;
  - c. proof of any other earnings and/or social security award;
  - d. a signed authorization for us to obtain more information; and
  - e. any other items we may reasonably require in support of the claim.

**Spouse** means your legal husband, wife, non-state certified domestic partner (if applicable) or state certified domestic partner as defined by your state of residence. If a husband and wife or both domestic partners are insured under this Policy as Employees, then each may be insured as a Spouse under the other Employee's Spouse Voluntary Life Insurance.

**Waiting Period** means the continuous length of time you must be in Active Employment before becoming eligible for coverage under the Policy. The Waiting Period is determined by each Participating Employer.

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

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



## **ELIGIBILITY AND EFFECTIVE DATES**

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

### **A. ELIGIBILITY**

You are eligible for coverage under the Policy if you meet the eligibility requirements stated in the Coverage Outline and are insured under the Policyholder's basic Life Insurance coverage. Your eligibility date is the **later** of:

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

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

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

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

1. **for Guarantee Issue Amounts** - on your eligibility date, if you enroll within 31 days after first becoming eligible.
2. **for amounts requiring Evidence of Insurability** - on the coverage Effective Date assigned by us upon approval of your Evidence of Insurability.

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

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

1. Employee coverage in excess of the Guarantee Issue Amount;
2. Spouse coverage in excess of the Guarantee Issue Amount;
3. all amounts of Employee and Spouse coverage; including any Guarantee Issue Amounts, if applied for more than 31 days after the initial eligibility date;
4. all amounts of Dependent Child(ren) coverage, if applied for more than 31 days after the initial eligibility date;

5. all increases in coverage;
6. to become insured for any amount greater than the amount that was in force under the prior plan, if coverage under the prior plan was limited to a guarantee issue amount because evidence of insurability was not provided or was not approved;
7. you have previously converted your insurance under the Policy to an individual policy which is in force. If you become eligible again following rehire, no coverage will take effect under the Policy unless satisfactory Evidence of Insurability is submitted to us.

The Effective Date(s) of coverage may be delayed due to our review of your Evidence of Insurability. If insurance is approved, you and/or your Spouse will receive a Confirmation Statement verifying the amount(s) and Effective Date(s) of coverage. Coverage will begin on the Effective Date(s) shown provided you are Actively at Work and performing all the regular duties of your own occupation and the required premium has been paid.

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

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

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

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

#### **E. CONTINUITY OF COVERAGE**

In order to prevent loss of coverage for an Employee when this Policy replaces a group life insurance policy the Employer had in force with another insurance carrier immediately prior to the Effective Date, we will provide the following coverage.

##### **Employees not Actively at Work on the Effective Date**

Subject to premium payments, you may become insured under this Policy on the Effective Date if you:

1. were insured under the prior carrier's group life insurance policy immediately prior to the Effective Date; and
2. are not Actively at Work on the Effective Date; and

3. are a member of an eligible class under this Policy; and
4. are not receiving or eligible to receive benefits under the prior carrier's group life insurance policy.

Any Life benefit payable will be the lesser of:

1. the Voluntary Life benefit payable under this Policy; or
2. the life insurance benefit payable under the prior carrier's group life insurance policy had it remained in force.

#### **F. CHANGES IN INSURANCE**

Changes in insurance due to changes in salary, classification and plan design will become effective on the first day of the month following or coinciding with the date of the change, except that:

1. all increases in insurance are subject to Item D. ACTIVELY AT WORK PROVISION; and
2. insurance which exceeds the Guarantee Issue Amount shown in the Coverage Outline will not take effect until we have approved the Evidence of Insurability. In such case, the Policyholder and the Employee will be notified of the effective date of the amount of insurance which is over the Guarantee Issue Amount.

#### **G. WHEN INSURANCE ENDS**

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

1. the date the Policy terminates;
2. the last day of the period for which you have made the required premium contribution;
3. the date your employment with a Participating Employer terminates (please note: payment of premium for an employee who no longer meets the eligibility requirement does not continue coverage for such employee);
4. the date your Employer ceases participation with the Policyholder;
5. the date you retire;
6. the date you cease to be eligible.

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

#### **Disability:**

Coverage may be continued if your:

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

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

**Temporary Layoff or Labor Dispute:**

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

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

**Military Service Leave of Absence:**

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

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

**Leave of Absence:**

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

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

**Family and Medical Leave of Absence:**

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

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

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

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

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

## **VOLUNTARY LIFE INSURANCE**

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

Proceeds are based on the amount of insurance for which you are insured on the last day of Active Work.

### **FACILITY OF PAYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

## SETTLEMENT OPTIONS

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

### A. MONTHLY PAYMENTS

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

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

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

The following table describes how monthly payments will be calculated.

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

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

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

The first payment will be paid:

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

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

### B. OTHER SETTLEMENT OPTIONS

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

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

**(This provision will also apply to Spouse Voluntary Life Insurance)**

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

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

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

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

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

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

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

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

To qualify for extended insurance, you must:

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

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

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

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

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

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

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

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

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

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

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

Extended Voluntary Life Insurance will end on the earliest date you:

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

#### **E. CONVERSION RIGHTS**

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



## ACCELERATED BENEFIT FOR TERMINAL ILLNESS

**(This provision will also apply to Spouse Voluntary Life Insurance)**

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

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

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

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

### A. BENEFIT AMOUNT AND BENEFIT COST

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

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

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

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

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

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

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

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

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

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

## **B. CONDITIONS**

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

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

## **C. INDEPENDENT MEDICAL OPINION**

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

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

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

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

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

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

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

## **CONVERSION**

Subject to the conditions which follow, any person insured under the Policy may convert all or part of this coverage to an individual life policy without Evidence of Insurability. Time served under this Policy will apply to the incontestability and suicide exclusion provisions of the conversion policy.

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

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

1. termination of employment;
2. termination of membership in an eligible class;
3. ceasing to be eligible according to the eligibility provisions of the Policy;
4. retirement; or
5. termination or reduction of benefit due to reaching a specified age as shown in the Coverage Outline.

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

We will issue an individual life policy only if the insured person gives us a written request to convert within 31 days of the date his or her coverage ends under the Policy.

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

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

The conversion policy may be on any individual plan of life insurance offered by us, except term insurance. The new policy will not include disability or any other supplemental benefits. Premium rates for the new policy will be based on:

1. the person's age at the date of issue; and
2. the premium rates then in use by us.

The face amount of the new policy may not exceed the amount of group voluntary life insurance in force on the last day of coverage, but must be at least \$1,000.

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

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

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

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

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

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

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

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

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

## **PORTABILITY**

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

### **A. ELIGIBILITY**

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

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

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

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

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

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

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

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

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

### **C. LIMITATIONS**

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

### **D. PREMIUM**

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

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

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

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

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

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

## **EXCLUSIONS**

**(This exclusion also applies to insured Dependents)**

Voluntary Life Insurance benefits will not be paid for death resulting from:

1. suicide;
2. intentionally self-inflicted injury; or
3. any attempt to injure oneself, whether sane or insane,

during the first two years of coverage. In such event, premium paid for the insured person will be refunded.

In the event you or your Spouse:

1. apply for; and
2. have approved by us,

an additional amount of Voluntary Life Insurance, the above exclusion will apply only:

1. to the increase in coverage; and
2. for the first two years after the effective date of the increase in coverage.

In such event, premium paid for the increase in coverage for the insured person will be refunded.



## **VOLUNTARY DEPENDENT LIFE INSURANCE**

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

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

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

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

#### For Spouse Voluntary Life Insurance:

If both you and your Spouse are insured under this Policy as Employees, then each may be insured as a Spouse under the other Employee's Spouse Voluntary Life Insurance.

#### For Children's Voluntary Life Insurance:

You or your Spouse must be approved for Voluntary Life Insurance coverage in order for your Dependent Children to be enrolled in Children's Voluntary Life coverage.

If both you and your Spouse are insured for Voluntary Life Insurance your Dependent Children may be insured under only one parent.

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

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

1. for **Guarantee Issue Amounts** - on the date the Dependent becomes eligible, if the Dependent is enrolled within 31 days after first becoming eligible.
2. for **amounts requiring Evidence of Insurability** - on the first day of the billing period following the date we approve Evidence of Insurability for the Dependent. The Effective Date of coverage may be delayed due to our review of the Evidence of Insurability. If insurance is approved, you and/or your Spouse will receive a Confirmation Statement verifying the amount(s) and Effective Date(s) of coverage. Coverage will begin on the Effective Date(s) shown, subject to Item C. DEFERRED EFFECTIVE DATE, provided you are Actively at Work and performing all the regular duties of your own occupation and the required premium has been paid.

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

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

#### **D. BENEFIT AMOUNT**

We will pay Proceeds based on the amount of insurance for which your Dependent is insured at the time of his or her death.

#### **E. WHEN INSURANCE ENDS**

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

1. the date the person ceases to be an eligible Dependent;
2. for the Spouse, the date divorce is final or the date your domestic partnership is terminated;
3. the last day of the period for which you have made the required premium contribution;
4. the date your coverage under the Policy ends; or
5. the date all Dependent coverage ceases under the Policy.

#### **F. CONVERSION**

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

## **CLAIMS**

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

### **A. CLAIM FORMS**

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

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

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

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

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

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

### **D. INCONTESTABILITY**

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

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

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

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

## **E. PAYMENT OF CLAIMS**

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

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

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

## **F. REVIEW PROCEDURE**

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

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

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

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

## **G. LEGAL ACTIONS**

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

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

## **H. CONTACT INFORMATION**

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

## **GENERAL PROVISIONS**

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

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

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

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

Clerical error or omission will not:

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

### **C. POLICY CHANGES**

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

### **D. AGENCY**

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

### **E. CERTIFICATES**

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

### **F. ASSIGNMENT**

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