# **STANDARD INSURANCE COMPANY**

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

### CERTIFICATE

## **GROUP LIFE INSURANCE**

Policyholder:	The California State University
Policy Number:	603267-C
Effective Date:	January 1, 2000

A Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by

#### CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION ACT

SUMMARY DOCUMENT AND DISCLAIMER

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guarantee Association ("CLHIGA"). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guarantee Association will assess its other member insurance companies for the money to pay the claims of the insured persons who li

#### **EXCLUSIONS FROM COVERAGE**

However, persons holding such policies are not protected by this Guarantee Association if:

Their insurer was not authorized to do business in this state when it issued the policy or contract;

Their policy was issued by a health care service plan (HMO, Blue Cross, Blue Shield), a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;

They are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live

#### **CALIFORNIA NOTICE OF COMPLAINT PROCEDURE**

Should any dispute arise about your premium or about a claim that you have filed, write to the company that issued the group policy at:

Standard Insurance Company PO Box 2177 Portland, OR 97208-2177 (888) 937-4783

If the problem is not resolved, you may also write to the State of California at:

Department of Insurance Consumer Services Division 300 S. Spring Street, 11th FL Los Angeles, CA 90013 1-800-927-HELP (4357)

This notice of complaint procedure is for information only and does not become a part or condition of this group policy/certificate.

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# **Index of Defined Terms**

## **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:	603267-C
Type of Insurance Provided: Life Insurance:	Yes
Accidental Death And Dismemberment (AD&D) Insurance:	Yes
Policyholder:	The California State University
Employer (s):	The California State University
Group Policy Effective Date:	January 1, 2000
Policy Issued in:	California

## **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 Requirements**. 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 an active employee of the Employer, and one of the following:
	<ol> <li>Appointed half-time or more for more than six months in an executive, management, confidential, bargaining Unit 1, Unit 3, teaching associate, Unit 4, Unit 8, CSUEU (Units 2, 5, 7, 9) or Unit 12 position; or</li> </ol>
	2. Appointed for at least six (6) weighted teaching units or more for at least one semester or two or more consecutive quarter terms in a lecturer or coach academic year position (Unit 3).
	You are not a Member if you are a full time member of the armed forces of any country.
Class Definition:	Class 1: Executive Members
	Class 2: Management Members
	Class 3: Confidential Members
	Class 4: Unit 3 Members
	Class 5: Teaching Associate Members
	Class 6: Unit 4 Members
	Class 7: Unit 8 Members

	Class 8: CSUEU (Units 2, 5, 7, 9) Members
	Class 9: Unit 1 Members
	Class 10: Unit 12 Members (other than Members in Class 11)
	Class 11: E99-excluded San Francisco State University (SFSU) Head Start Program Specialist Members
Eligibility Waiting Period:	You are eligible on one of the following dates, but not before the Group Policy Effective Date:
	If you are a Member on the Group Policy Effective Date, you are eligible on the first day of the calendar month following the date you become a Member.
	If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the calendar month following the date you become a Member.
Evidence of Insurability:	Required:
	a. For reinstatements if required.
	b. For Members eligible but not insured under the Prior Plan.
	Note: If you are a Class 1 or Class 2 Member who waived amounts of insurance in excess of \$50,000 under the Prior Plan, you may increase the amount of your insurance on the Group Policy Effective Date up to the Life Insurance Benefit listed for your class as shown in the Schedule of Insurance, without providing Evidence of Insurability.

# PREMIUM CONTRIBUTIONS

Life and AD&D Insurance:

Noncontributory

# SCHEDULE OF INSURANCE

#### SCHEDULE OF LIFE INSURANCE

Life Insurance Benefit:

Class 1:	\$250,000
Class 2:	100,000
Class 3:	50,000
Class 4:	50,000
Class 5:	50,000
Class 6:	25,000
Class 7:	10,000
Class 8:	10,000

Class 9:	25,000
Class 10:	50,000
Class 11:	50,000
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.
SCHEDULE OF AD&D INSURANCE	
AD&D Insurance Benefit:	
Class 1:	\$250,000
Class 2:	100,000
Class 3:	50,000
Class 4:	50,000

Class 5:	None
Class 6:	25,000
Class 7:	10,000
Class 8:	10,000
Class 9:	25,000
Class 10:	50,000
Class 11:	50,000

Seat Belt Benefit:

The amount of the Seat Belt Benefit is the lesser of (1)

#### AD&D TABLE OF LOSSES

The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered as shown in the following table:

Los	s: Percentag	ge Payable:
a.	Life	100%
b.	One hand or one foot	50%
c.	Sight in one eye, speech, or hearing in both ears	50%
d.	Two or more of the Losses listed in b. and c. above	100%
e.	Thumb and index finger of the same hand, or loss of hearing in one ear	25%*
f.	Quadriplegia	100%
g.	Hemiplegia	50%
h.	Paraplegia	75%
i.	Coma	1% per month of the remainder of the AD&D Insurance

Portability Premium:	Age grad
Age of Insured	
On Last January 1	Rate
Under 30	\$.118
30 through 34	.125
35 through 39	.164
40 through 44	.266
45 through 49	.468
50 through 54	.721
55 through 59	1.233
60 through 64	1.471
65 through 69	2.827
70 through 74	5.089
75 through 79	7.624
80 through 89	14.088
90 and above	35.584

Age graded rates per multiple of \$1,000 per month

# OTHER PROVISIONS

Limits on Right To Convert if Group Policy terminates or is amended:	
Minimum Time Insured:	None
Maximum Conversion Amount:	The amount of your Life Insurance Benefit.
Suicide Exclusion:	Applies to AD&D Insurance.
Leave Of Absence Period:	The period(s) specified in the Employer's personnel policies.
Strike Continuation:	Yes. The Strike Continuation premium percentage is 120% of the Premium Rate.

# LIFE INSURANCE

## A. Insuring Clause

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

#### B. Amount Of Life Insurance

See the **Coverage Features** 

2. Life Insurance not subject to Evidence Of Insurability

Life Insurance not subject to Evidence Of Insurability becomes effective on the date 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.
- F. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

- 1. The date the Group Policy terminates;
- 2. The date your employment terminates; and
- 3. 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 3 above. You will be required to submit premium payments directly to Standard Insurance Company if your Life Insurance is continued under items c. and e. below.
  - 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.
  - c. During the first 60 days of:
    - (1) A temporary layoff; or

4. If your Life Insurance ends because you are on 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 federal or state-mandated family or medical leave act or law.

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## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

A. Insuring Clause

If you have an accident, including accidental exposure to adverse conditions, while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive satisfactory Proof Of Loss.

B. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, sight, speech, hearing in one or both ears, thumb and index finger of the same hand, coma, and Quadriplegia, Hemiplegia or Paraplegia which meets all of the following requirements:

- 1. Is caused solely and directly by an accident.
- 2. Occurs independently of all other causes.
- 3. Occurs within 365 days of the accident.
- 4. With respect to Loss of life, is evidenced by a certified copy of the death certificate.
- 5. With respect to all other Losses, is certified by a Physician in the appropriate specialty as determined by us.

With respect to Loss of life, death will be presumed if you disappear and the disappearance:

- 1. Is caused solely and directly by an accident that reasonably could have caused Loss of life;
- 2. Occurs independently of all other causes; and
- 3. Continued for a period of 365 days after the date of the accident, despite reasonable search efforts.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint, whether or not surgically reattached.

With respect to sight, Loss means entire, uncorrectable, and irrecoverable loss of sight.

With respect to speech, Loss means entire, uncorrectable, and irrecoverable loss of audible speech.

With respect to hearing, Loss means entire, uncorrectable, and irrecoverable loss of hearing in one or both ears.

With respect to thumb and index finger of the same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

With respect to Quadriplegia, Hemiplegia, and Paraplegia, Loss must be permanent, complete, and irreversible.

Quadriplegia means total paralysis of both upper and lower limbs. Hemiplegia means total paralysis of the upper and lower limbs on the same side of the body. Paraplegia means total paralysis of both lower limbs.

With respect to coma, Loss means a profound state of mental unconsciousness with no evidence of appropriate responses to stimulation, lasting for at least 31 consecutive days.

#### C. Amount Payable

See **Coverage Features** for the AD&D Insurance schedule. The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered. See AD&D Table Of Losses in the **Coverage Features**.

D. Changes In AD&D Insurance

Changes in your AD&D Insurance will become effective on the date your Life Insurance changes.

E. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the accident or Loss is caused or contributed to by any of the following:

- 2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
- 3. Your Spouse is, within 36 months after the date of your death, registered and in attendance at a professional or trades training program for the purpose of obtaining employment or increasing earnings.
- No Career Adjustment Benefit will be paid if you have no surviving Spouse.

#### Child Care Benefit

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

We will pay a Child Care Benefit to your Spouse if all of the following requirements are met:

- 1. You are insured under the Group Policy.
- 2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
- 3. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child(ren) under age 13 within 36 months of your death.
- 4. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.
- No Child Care Benefit will be paid if you have no surviving Spouse.

**Higher Education Benefit** 

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

We will pay a Higher Education Benefit to your Child if all of the following requirements are met:

- 1. You are insured under the Group Policy.
- 2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
- 3. Your Child is, within 12 months after the date of your death. registered and in full-time attendance at an accredited institution of higher education beyond high school.

The Higher Education Benefit will be paid annually to each Child who meets the requirements of item 3 above, for a maximum of 4 consecutive years beginning on the date of your death. No Higher

of your life.

2. The accident occurs while you are riding as a fare-paying passenger on Public Transportation.

Public Transportation means a public passenger conveyance operated by a licensed common carrier for the transportation of the general public for a fare and operating on regular passenger routes with a definite schedule of departures and arrivals.

- G. Becoming Insured For AD&D Insurance
  - 1. Eligibility

You become eligible for AD&D Insurance on the date your Life Insurance is effective.

2. Effective Date

Subject to the **Active Work Provisions**, AD&D Insurance becomes effective on the date you become eligible.

H. When AD&D Insurance Ends

AD&D Insurance ends automatically on the earliest of:

- 1. The date your Life Insurance ends.
- 2. The date your Waiver Of Premium begins.
- 3. The date AD&D Insurance terminates under the Group Policy.

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## **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, vacation day, or approved leave of absence;
- 2. You were Actively At Work on your last scheduled work day before the date of your absence; and ,

- 1. The amount of any Insurance to be continued must have been continuously in effect for at least 12 consecutive months on the date your employment terminates. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.
- 2. 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 on the date your employment terminates.
- 3. Termination of your employment is not due to retirement.

If you do not continue your Life Insurance, you may not continue any other Insurance. Insurance continued under Waiver Of Premium may not be continued under this provision.

Insurance means your Life Insurance and if you continue your Life Insurance, includes the other insurance eligible for portability under the provision as shown in the **Coverage Features**.

**B.** Application And Premium Payment

To continue Insurance under this provision you must apply in writing and pay the first Portability Premium to us within 31 days after the date your employment terminates. The Portability Premium Rate is shown in the **Coverage Features**.

C. Amount Of Insurance

The minimum and maximum amounts of Insurance eligible for portability are shown in the **Coverage Features**.

The amount of Insurance you continue under this provision cannot be increased.

The amount of your Insurance will be reduced or terminated according to the terms of the Group Policy in effect on the date your employment terminates,

D. When Insurance Ends

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

- 1. The date it would otherwise end under the Group Policy.
- 2. The end of the 24 month period during which your Insurance may be continued under this provision.
- 3. The date you become insured under any other group life insurance plan.
- E. Group Policy Provisions

Except as provided above, Insuran

- 2. You must pay the entire premium for your insurance, including the Employer's share, if any, to Standard Insurance Company on or before each Premium Due Date.
- 3. The premiums for your insurance during the work stoppage will equal a percentage of the premium rate in effect on the date the work stoppage began (see **Coverage Features**). We may change premium rates during the work stoppage according to the terms of the Group Policy.
- 4. Insurance continued under this provision will end on the earliest of:
  - a. Any Premium Due Date if you fail to make the required premium contribution to Standard Insurance Company on or before that date.
  - b. The date you have been absent from Active Work for 6 months.
  - c. On the date you begin full-time employment with another employer.
  - d. At our option, on any Premium Due Date if less than 75% of the Members eligible to continue insurance under this provision make the required premium payment to the Employer.

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#### 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 70;
- 2. You complete your Waiting Period; and
- 3. You give us satisfactory Proof Of Loss.
- B. Definitions For Waiver Of Premium
  - 1. Insurance means all your insurance under the Group Policy, except AD&D Insurance.
  - 2. Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.
  - 3. Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.
- C. Premium Payment

Premium payment must continue until the later of:

- 1. The date you complete your Waiting Period; and
- 2. The date we approve your claim for Waiver Of Premium.
- D. Refund Of Premiums

- 2. 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.

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### **ACCELERATED BENEFIT**

A. Accelerated Benefit

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

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

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

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

B. Application For Accelerated Benefit

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

C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is \$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.

Your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit.

E. Exclusions

## **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 31-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, but excluding AD&D Insurance.
  - 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**.

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### 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.

With respect to coma, we will require Proof Of Loss of the comatose condition at reasonable intervals. If proof is not given within 90 days, benefits payable for coma will end.

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

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

C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

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

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

D. Investigation Of Claim

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

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

E. Time Of Payment

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

F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. 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.

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; 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 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:

- c. The right to receive accidental dismemberment benefits.
- 4. The assignment will apply to all of your Life and AD&D Insurance in effect on the date of the assignment or becoming effective after that date.
- 5. The assignment may be to any person other than the Policyholder or Employer.
- 6. The assignment will have no effect unless it is made in writing, signed by you, and delivered to Standard Insurance Company in your lifetime. Neither we, the Policyholder, nor the Employer are responsible for the validity, sufficiency or effect of the assignment.
- 7. All accidental dismemberment benefits will be paid to the assignee. All death benefits will be paid according to the beneficiary designation on file with Standard Insurance Company, and the **Benefit Payment And Beneficiary Provisions**.
- 8. The assignment will not change the Beneficiary, unless the assignee later changes the Beneficiary. Any payment we make according to the beneficiary designation on file with Standard Insurance Company, and the **Benefit Payment and Beneficiary Provisions** will fully discharge us to the extent of the payment.

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

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## **BENEFIT PAYMENT AND BENEFICIARY PROVISIONS**

- A. Payment Of Benefits
  - 1. Benefits payable because of your death or coma will be paid to the Beneficiary you name. Benefits for coma will cease after the comatose condition has ceased, whether by death, recovery, or any other change of condition. See B through E of this section.
  - 2. AD&D Insurance benefits payable for Losses other than Loss of Life or coma will be paid to the person who suffers the Loss for which benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
  - 3. Accelerated Benefits will be paid to you if you are living.
  - 4. Additional Benefits will be paid as follows:

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

The Child Care Benefit will be paid to your surv

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.

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#### **DEFINITIONS**

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy.

Child means:

1. Your unmarried child from live birth through age 20 (through age 24 if a registered student in

- 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.

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

- 1. A person to whom you are legally married and from whom you are not legally separated; or
- 2. Your Domestic Partner. Domestic Partner means an individual with whom you have signed a Declaration of Domestic Partnership which has been filed with the California Secretary of State. Domestic Partner also includes an individual of the same gender with whom you have formed a union, other than marriage, pursuant to the laws of another jurisdiction that is substantially similar to domestic partnerships recognized by the California Domestic Partner Rights and Responsibilities Act.

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