

## GROUP LIFE INSURANCE CERTIFICATE OF COVERAGE

**POLICYHOLDER:** PACIFIC UNIVERSITY

**POLICY NUMBER:** OR 099991

**EFFECTIVE DATE:** APRIL 1, 2011

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

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

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

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

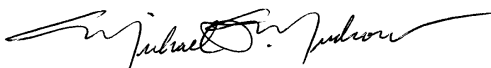
All terms of insurance under the Policy begin and end at 12:01 a.m. Standard time in the place where the Policy is delivered.

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

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

Signed for Regence Life and Health Insurance Company at its Home Office in Portland, Oregon.

Secretary



President



## **COVERAGE OUTLINE**

**ELIGIBLE CLASSES:** Class 01 - All eligible full-time Employees working a minimum of 1,040 hours per year on a regular basis.

**WAITING PERIOD:** For Employees in an eligible class on or before 04/01/11: date of hire\*

For Employees entering an eligible class after 04/01/11: date of hire\*

\*Eligibility Date is 1<sup>st</sup> of the month following or coinciding with the Employee's date of hire.

**EMPLOYEE CONTRIBUTION:** Life, AD&D and Dependent Life Insurance are noncontributory.

## **BENEFIT SCHEDULE**

### **LIFE AND AD&D INSURANCE**

<b><u>ELIGIBLE CLASS</u></b>	<b><u>EMPLOYEE'S LIFE INSURANCE</u></b>	<b><u>EMPLOYEE'S AD&amp;D PRINCIPAL SUM</u></b>
Class 01	1.5 times Annual Earnings, rounded to the next higher \$1,000, to a maximum of \$200,000	1.5 times Annual Earnings, rounded to the next higher \$1,000, to a maximum of \$200,000

**LIFE AND AD&D GUARANTEE ISSUE AMOUNT:** \$200,000

**BENEFIT REDUCTIONS:** Life and AD&D Benefits reduce to 65% at age 65 and to 50% at age 70.

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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 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.

**Contributory Insurance** means you must pay a part or all of the premiums. All such payments must be made directly to the Employer.

**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. It summarizes the plan data shown in the Policyholder's Application. The Coverage Outline forms Page C-2 of this Certificate.

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

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

Earnings 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.

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

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

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

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

**Physician** means a person who:

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

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

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

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

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

1. for **Life Insurance** - a certified death certificate or a death decreed by court order;

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

**Spouse** means your legal husband, wife 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 Dependent Life Insurance.

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

**We, Us** and **Our** refer to Regence Life and Health Insurance Company.

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



## **ELIGIBILITY AND EFFECTIVE DATES**

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

### **A. ELIGIBILITY**

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

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

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

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

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

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

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

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

1. the amount of insurance exceeds the guarantee issue amount shown in the Coverage Outline; however, the evidence of insurability requirement will be waived for employees on the Group Policy effective date if the employee was insured under the prior plan for amounts in excess of the Guarantee Issue Amount on the day before the Group Policy effective date.
2. for Contributory Insurance - enrollment is made more than 31 days after you first became eligible; or
3. you have previously converted your insurance under the Policy to an individual policy which is in force. If you become eligible again following rehire, no coverage will take effect under the Policy unless satisfactory Evidence of Insurability is submitted to us.

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

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

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

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

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

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

In order to prevent loss of coverage for an Employee when this Policy replaces a group life 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 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 policy.

Any Life benefit payable will be the lesser of:

1. the Life benefit payable under this Policy; or
2. the Life benefit payable under the prior carrier's group life 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 (or the 15th day of the month following or coinciding with the date of the change if the effective date of the Policy is the 15th of any month), except that:

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

## **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 any required contribution (Contributory Insurance);
3. the date employment terminates (please note: payment of premium for an employee who no longer meets the eligibility requirement does not continue coverage for such employee);
4. the date you retire;
5. the date you cease to be eligible.

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

### **Disability:**

Coverage may be continued if your:

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

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

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

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

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

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

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

**FOR EMPLOYEES WHO ARE NON FACULTY MEMBERS** - If eligible, coverage will be continued for up to the greater leave period provided under **Leave of Absence** or **Family and Medical Leave of Absence** below.

### **Leave of Absence:**

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

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

### **Family and Medical Leave of Absence:**

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

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

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

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

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

**FOR EMPLOYEES WHO ARE FACULTY MEMBERS** - If eligible, coverage will be continued for the following:

### **Sabbatical Leave of Absence:**

If you are given the opportunity to take a sabbatical leave of absence for research and study, with the required premium payment your coverage will be continued during the sabbatical leave of absence.

To be eligible for a sabbatical leave of absence you must:

- a. have been employed full-time for at least six (6) years;
- b. already have been granted tenure or an extended-term appointment at the time of application; and
- c. agree to return to Active Employment with the Employer for at least two (2) years once the sabbatical leave of absence is completed. Sabbatical leaves of absence are not granted to faculty members who contemplate retirement within two years

After concluding an initial sabbatical you are eligible to apply again in six (6) years. **Exception:** Time spent on leaves of absence at an FTE between 0 and 0.49 are not credited to the six-year eligibility period.

### **Leave-for-Study Program:**

With the required premium payment, your coverage will be continued during a Leave-for-Study to obtain advanced degrees or to engage in special studies of importance to you and your Employer.

To be eligible for a Leave-for Study you must be a full-time faculty member with the rank of instructor or higher who:

- a. holds at least a masters degree;
- b. has demonstrated ability and determination to obtain an advanced degree or to do a specialized study;
- c. holds a tenured, tenure-track, extended-term or extended-term-track position; and
- d. has agreed to at least an additional two (2) years of employment with the Employer following completion of the leave.

The period of the Leave-for-Study may not exceed twelve (12) months. However, leaves may be extended for up to an additional twelve (12) months with the consent of the dean or director and, in the case of Arts & Sciences, the consent of the department.

Leave-for Study time does not count toward:

- a. the completion of the probationary period for a tenure or extended-term appointment; or
- b. the time required for a sabbatical leave.

#### **Leaves of Absence Without Pay:**

With the required premium payment, your coverage may be continued during a full or partial leave of absence as follows:

- a. **Full or partial leaves at 0.49 or lower FTE** - With a minimum of four (4) months advance notice to the Employer, unpaid leaves of absence for scholarly or personal reasons will be granted for up to 12 months. Less than four (4) months notice requires permission of the dean or director. Leaves may extend for up to a total of twenty-four (24) months with the consent of the dean or director and, in the case of Arts & Sciences, the department. Leaves for more than one (1) semester do not normally count toward the time required for a sabbatical leave or toward completion of the probationary period for a tenure or extended-term appointment, and the tenure clock does not stop for leaves of absence for up to one semester. If you are granted a leave of absence for more than one (1) semester may count the period spent on leave as part of the probationary period if such leave is for professional advancement and if the dean or director has agreed in writing to credit leave time toward tenure or an extended-term appointment.
- b. **Partial leaves at 0.50 or greater FTE** - You may choose to take a partial leave of absence, reducing the FTE to 0.50 or greater. Leaves may extend beyond one (1) year with the approval of the dean or director and, in the case of Arts & Sciences, the department. Any semesters beyond the first one below 0.625 FTE do not count toward tenure or extended-term appointments.
- c. **Short-Term Leaves of Absence** – With written request to the dean or director, you may be excused from Active Work for longer than one (1) work week because of a non-work related commitment, as defined by the dean or director, provided the request is approved by the dean or director and, in the case of Arts & Sciences, the department. Such leaves would be without pay unless you make an argument, accepted by the dean or director, that the leave would provide sufficient benefit to the Employer. This leave policy does not cover provisions for medical and family leaves.

#### **Medical and Family Leaves:**

With the required premium payment, your coverage will be continued during a medical or family leave due to:

- a. personal illness or injury;
- b. the serious health condition of an immediate family member; or
- c. the birth or placement of a child for adoption or foster care.

You should inform the dean or director of a medical or family leave of absence. Should the leave of absence result in an extended inability to meet full-time commitments or in a prolonged absence, or if you are able to work part-time during the leave of absence, the dean or director must approve such leaves or reduced work schedule.

If you have completed 180 days of employment you are eligible to apply for a family medical leave for the following:

- a. your serious health condition, including pregnancy issues, that interfere with your ability to perform necessary job functions;
- b. the care of a child, spouse, domestic partner, parent, or parent-in-law who suffers from a serious health condition; or
- c. the care of a sick child with an illness or condition that is not a serious health condition but that requires home care.

You may be required to furnish medical certification of your condition(s) or that of your family member. In addition, if you are granted leave for your own serious health condition(s) you may be required to provide medical certification that you are able to return to work.

If you have completed 180 days of employment you are eligible to apply for a parental leave for up to twelve (12) weeks (one semester):

- a. following the birth of a child; or
- b. taking physical custody of an adopted child or foster child under the age of eighteen (18).

If you require a medical or family leave of absence you should request the leave as soon as possible, but at least thirty (30) days in advance, unless the situation is an emergency. The dean or director must approve the leave of absence or reduced work schedule.

## **H. PROFESSIONAL DEVELOPMENT LEAVE OF ABSENCE**

The Employer provides the opportunity for eligible administrative staff members to apply for a supported, extended leave of absence to pursue unique professional development, community outreach, and/or specialized school or training opportunities that benefit the Employer in some valued, tangible way.

With the required premium payment, your coverage will be continued during a professional development leave of absence, provided the enhanced knowledge and/or experience is pursued on behalf of the Employer.

The eligibility requirements for the professional development leave are as follows:

- a. 12-month appointment;
- b. full-time employment;
- c. support from both your direct supervisor and responsible cabinet level administrator;
- d. at least five (5) years of consecutive service (after every five years of service, eligibility renews); and
- e. agree to one (1) year of employment with the Employer post leave.

## **LIFE INSURANCE**

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

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

### **FACILITY OF PAYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

## **REPATRIATION BENEFIT**

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

The Repatriation Benefit payable is the lesser of:

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



## SETTLEMENT OPTIONS

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

### A. MONTHLY PAYMENTS

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

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

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

The following table describes how monthly payments will be calculated.

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

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

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

The first payment will be paid:

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

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

### B. OTHER SETTLEMENT OPTIONS

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

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

### **This provision only applies to Employee Basic and Voluntary Life Insurance and Spouse Voluntary Life Insurance.**

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

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

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

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

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

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

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

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

To qualify for extended insurance, you must:

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

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

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

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

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

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

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

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

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

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

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

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

Extended Life Insurance will end on the earliest date you:

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

## **E. CONVERSION RIGHTS**

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

## ACCELERATED BENEFIT FOR TERMINAL ILLNESS

### **This provision only applies to Employee Basic and Voluntary Life Insurance and Spouse Voluntary Life Insurance.**

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

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

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

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

#### **A. BENEFIT AMOUNT AND BENEFIT COST**

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

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

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

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

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

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

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

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

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

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

## **B. CONDITIONS**

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

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

## **C. INDEPENDENT MEDICAL OPINION**

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

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

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

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

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

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

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

## **CONVERSION**

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

Subject to the conditions which follow, any person insured under 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 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 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**

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

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

### **A. ELIGIBILITY**

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

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

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

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

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

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

### **B. LIFE BENEFIT**

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

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

### **C. LIMITATIONS**

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

### **D. PREMIUM**

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

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

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

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

1. the date the Group Policy terminates;
2. the date your coverage becomes effective under the same Group Policy after returning to work for the Policyholder or an Employer insured under the Policyholder;
3. the day after the last period for which premiums were paid;
4. the premium due date next following the date you reach age 80;
5. if you ported coverage, the date you are subsequently approved for Extension of Life Insurance;
6. for your Spouse, the premium due date next following the date your Spouse reaches age 80;
7. for a Dependent Child, the date the child ceases to qualify under the terms "Child(ren)" or "Dependent" as defined in the Group Policy.

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

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

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

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

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

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

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

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

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

### A. COVERED LOSSES

#### Table of Losses

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Child Education Benefit payable is the lesser of:

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

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

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

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

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

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

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

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

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

we will pay a Coma Benefit.

**Coma** means complete and continuous:

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

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

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

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

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

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

## **E. DAY CARE BENEFIT**

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

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

The Day Care Benefit payable is the lesser of:

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

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

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

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

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

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

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

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

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



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

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

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

We will presume that you suffered Loss of Life if:

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

## **G. FELONIOUS ASSAULT BENEFIT**

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

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

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

The Felonious Assault Benefit payable is an amount equal to 10% of the Principal Sum, not to exceed \$15,000.

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

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

which constitutes a felony under the law.

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

## **H. SEAT BELT BENEFIT**

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

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

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

The Seat Belt Benefit payable is the lesser of:

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

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

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

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

## **AIR BAG BENEFIT**

If a Seat Belt Benefit is payable, we will pay an Air Bag Benefit, provided that:

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

The Air Bag Benefit payable is the lesser of:

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

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

## **I. SPOUSE EDUCATION BENEFIT**

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

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

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

The Spouse Education Benefit payable is the lesser of:

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

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

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

**Occupational Training** means any:

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

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

**Expense Incurred** means:

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

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

## **J. REHABILITATION BENEFIT**

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

The Rehabilitation Benefit payable is the lesser of:

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

**Rehabilitative Training** means any training which:

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

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

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

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

## K. EXCLUSIONS

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

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

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

## **DEPENDENT LIFE INSURANCE**

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

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

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

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

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

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

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

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

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

### **D. BENEFIT AMOUNT**

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

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

## **E. WHEN INSURANCE ENDS**

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

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

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

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

## **G. CONVERSION**

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

## **CLAIMS**

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

### **A. CLAIM FORMS**

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

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

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

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

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

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

### **D. INCONTESTABILITY**

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

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

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

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



## **E. PAYMENT OF CLAIMS**

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

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

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

## **F. REVIEW PROCEDURE**

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

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

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

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

## **G. LEGAL ACTIONS**

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

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

## **H. CONTACT INFORMATION**

If you have questions concerning your coverage, you may contact our customer service department at 1 (800) 286-1129 or write to our customer service department at the following address: Regence Life and Health Insurance 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.

# Regence

*Life and Health Insurance Company*

## **VOLUNTARY LIFE INSURANCE ENDORSEMENT**

The Group Policy or Certificate to which this endorsement is attached is amended to provide Voluntary Life Insurance, subject to the terms and conditions which follow. All of the provisions of the Group Policy will apply except as specifically set forth in this endorsement.

### **A. BENEFIT**

You must be enrolled in the Employer's basic Life Insurance plan to be eligible for Voluntary Life Insurance. You may apply for Voluntary Life Insurance in increments of \$10,000, from a minimum of \$10,000, up to a maximum of the lesser of: 1) 5 times your Annual Earnings; or 2) \$500,000. Your Spouse may apply for Voluntary Life Insurance in increments of \$5,000, from a minimum of \$5,000, up to a maximum of \$250,000

The following amounts are subject to Evidence of Insurability acceptable to us:

1. Employee coverage in excess of \$150,000, if applied for within 31 days of the initial eligibility date;
2. Spouse coverage in excess of \$20,000, if applied for within 31 days of the initial eligibility date;
3. All amounts of Employee and Spouse coverage, including amounts shown in items 1. and 2. above, 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; and
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 because Evidence of Insurability was not provided or was not approved.

However, the Evidence of Insurability requirement will be waived on the Policy Effective Date for all amounts of Voluntary coverage in force under the prior plan on the day before the Policy Effective Date.

If coverage is approved, you and/or your Spouse will receive a Confirmation Statement showing the amount(s) and effective date(s) of coverage. Coverage will begin only if you are Actively at Work on the date(s) shown on the Confirmation Statement(s) and the required premium is paid. All premiums for Voluntary Life Insurance are paid by you through payroll deduction. Your Employer will be notified of your approval and payroll deduction will begin on your coverage effective date.

The amount of the Voluntary Life Insurance provided under this endorsement is subject to reduction based on age as follows:

Voluntary Life benefits reduce to 65% at age 65 and to 50% at age 70.

Coverage for both you and your Spouse will terminate when you are no longer eligible as an active employee or you retire.

Subject to the terms and conditions of the Group Policy, we will pay the Voluntary Life Proceeds to your Beneficiary when we receive Proof of your death. Life Proceeds for your insured Spouse or insured Dependent Child will be paid to you.

All of the provisions of the LIFE INSURANCE section of the Group Policy, including extended life insurance, portability and conversion privileges will apply to the Voluntary Life Insurance. The Accelerated Benefit for Terminal Illness provision will operate separately as to your basic Life Insurance and Voluntary Life Insurance. **Note:** In the event you qualify for Extension of Life Insurance During Total Disability, the premium for any Voluntary Life Insurance covering your Spouse **will not** qualify for extended life insurance.

## **B. OPTIONAL CHILDREN'S COVERAGE**

Voluntary Life Insurance for Dependent Children may be elected as follows:

<b>Children Age</b>	<b>Amount of Coverage</b>
Birth to 26 years	\$10,000

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

If both you and your Spouse are insured for Voluntary Life Insurance and each parent elects Optional Children's Coverage, the children will be insured under both parents' coverages.

Coverage for a child will terminate when the child no longer qualifies according to the eligibility provisions of the Group Policy.

## **C. EXCLUSIONS**

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.

**D. RATES**

The Voluntary Life Insurance premium is determined by the applicant's age as follows:

**EMPLOYEE MONTHLY RATE PER \$1,000 OF COVERAGE**

<b>Age</b>	<b>Rate</b>	<b>Age</b>	<b>Rate</b>
Under 25	\$ 0.054	50 - 54	\$ 0.284
25 - 29	0.067	55 - 59	0.540
30 - 34	0.093	60 - 64	0.836
35 - 39	0.106	65 - 69	1.617
40 - 44	0.118	70 and over	2.629
45 - 49	0.182		

**SPOUSE MONTHLY RATE PER \$1,000 OF COVERAGE**

<b>Age</b>	<b>Rate</b>	<b>Age</b>	<b>Rate</b>
Under 19	\$ 0.045	55 - 59	\$ 0.572
20 - 24	0.054	60 - 64	0.913
25 - 29	0.066	65 - 69	1.539
30 - 34	0.080	70 - 74	2.662
35 - 39	0.099	75 - 79	4.550
40 - 44	0.136	80 - 84	7.580
45 - 49	0.193	85 and over	11.718
50 - 54	0.322		

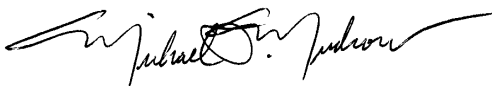
**CHILD MONTHLY VOLUNTARY LIFE RATE**

\$0.90 regardless of the number of children in the family

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**REGENCE LIFE AND HEALTH INSURANCE COMPANY**

Secretary



President



Pacific University is providing this document to give you an overview of the Plan and to address certain information that may not be addressed in the attached Certificate of Coverage. This Pacific University document, together with the Certificate of Coverage issued by Regence Life and Health Insurance Company, is the Summary Plan Description (SPD) required by the Employee Retirement Income Security Act of 1974 (“ERISA”). This Pacific University document is not intended to give you any substantive rights to benefits that are not already provided by the attached Certificate of Coverage. The following information is furnished by the Plan Administrator and is not a part of the Group Policy or this Certificate of Coverage. Regence Life and Health Insurance Company assumes no responsibility for the accuracy or sufficiency of the information in this section.

### **GENERAL INFORMATION ABOUT THE PLAN**

<b>Plan Name</b>	Basic Life and Accidental Death & Dismemberment (AD&D), and Voluntary Life Insurance Plan.
<b>Type of Plan</b>	Group Insurance Plan (a type of welfare benefit plan that is subject to the provisions of ERISA).
<b>Plan Year</b>	April 1 to March 31
<b>Plan Number</b>	#502
<b>Effective Date</b>	April 1, 2011
<b>Funding Medium and Type of Plan Administration</b>	<p>This Plan is fully insured. Benefits are provided under a group insurance contract entered into between Pacific University and Regence Life and Health Insurance Company. Claims for benefits are sent to the Insurance Company.</p> <p>The Insurance Company, not the Plan Sponsor, is responsible for determining eligibility for and the amount of any benefits payable under the Plan and for providing the claims procedures to be followed and the claims forms to be used by employees pursuant to the Plan. The Insurance Company also has the authority to require employees to furnish it with such information as it determines is necessary for the proper administration of the Plan.</p> <p>Basic Life and AD&amp;D Insurance premiums for employees are paid by the Plan Sponsor.</p> <p>Voluntary Life Insurance premiums for employees and their families are paid by employee payroll deductions.</p> <p>The Plan Sponsor provides a schedule of the applicable premiums; contact the Human Resources Manager of Pacific University if you need a copy.</p>
<b>Plan Sponsor</b>	Pacific University 2043 College Way Forest Grove, OR 97116 (503) 352-2860
<b>Plan Sponsor’s Employer Identification Number</b>	93-0386892

**Insurance Company**

Regence Life and Health Insurance Company  
P.O. Box 1271 MS E3A  
Portland, Oregon 97207-1271  
Tel: (503) 412-7965  
Toll-free: (800) 286-1129

**Plan Administrator and  
Named Fiduciary**

Pacific University  
2043 College Way  
Forest Grove, OR 97116  
(503) 352-2860  
Attention: Christie Norbury

**Agent for Service of  
Legal Process**

Pacific University  
2043 College Way  
Forest Grove, OR 97116  
(503) 352-2860  
Attention: Christie Norbury

Service of legal process may also be made on the Plan Administrator.

**Amendment or  
Termination**

The Plan Sponsor has the right to amend or terminate the Plan at any time. The Plan may be amended or terminated by a written instrument signed by the Plan Sponsor President or Human Resources Manager, both of whom are authorized to amend or terminate the Plan and to sign insurance contracts with the Insurance Company or other carriers, including amendments to those contracts. In addition, termination of the group insurance contract entered into between the Plan Sponsor and Insurance Company will constitute termination of the Plan, unless the Plan Sponsor exercises its sole discretion to obtain a substitute contract of insurance.

**Important  
Disclaimer**

Benefits hereunder are provided solely pursuant to an insurance contract between the Plan Sponsor and the Insurance Company. If the terms of this summary document conflict with the terms of the insurance contract, the terms of the insurance contract will control, unless superseded by applicable law.

## STATEMENT OF ERISA RIGHTS

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 as amended ("ERISA"). ERISA provides that all plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's principal office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series), if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated summary plan description (SPD). The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual Form 5500, if any is required by ERISA to be prepared, in which case the Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps that you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report (Form 5500), if any, from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored in whole or in part, and if you have exhausted the claims procedures available to you under the Plan, you may file suit in a state or federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (listed in your telephone directory) or contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.



## **CLAIM REVIEW PROCEDURES**

The Insurance Company is responsible for evaluating all benefit claims under the Plan. The Insurance Company will decide your claim in accordance with its reasonable claims procedures, as required by ERISA.

See the attached Certificate of Coverage issued by Regence Life and Health Insurance Company for information about how to file a claim and for details regarding the Insurance Company's claims procedures.

### **LIFE INSURANCE**

The Plan will make every effort to make a determination on life and accidental death claims within 90 days of receipt of the claim.

If the Plan is not able to make a decision on the claim within 90 days of receipt of the claim for reasons beyond the control of the Plan, the decision may be extended for as many as 90 additional days. If this is the case, written notice will be provided to the claimant prior to the end of the first 90 days that details the specific reason(s) for the delay. The notice will identify the additional information or documents needed to resolve the claim.

The maximum time the Plan will take to make a decision on the claim will be 180 days.

### **DISABILITY INSURANCE**

The Plan will make every effort to make a determination on short term disability, long term disability, and extension of life insurance during total disability (waiver of premium) claims within 45 days of receipt of the claim.

If the Plan is not able to make a decision on the claim within 45 days of receipt of the claim for reasons beyond the control of the Plan, the decision may be extended for as many as 30 additional days. If this is the case, written notice will be provided to the claimant prior to the end of the first 45 days that details the specific reason(s) for the delay. The notice will identify the additional information or documents needed to resolve the claim. The claimant will be allowed at least 45 days to provide any requested information. The time it takes for the claimant to provide this additional information will not count toward the extension period time limit.

A second 30 day extension may occur if the claim still cannot be resolved for reasons beyond the control of the Plan. Again, the claimant will be provided with a written extension notice prior to the end of the first 30 day extension that details the specific reason(s) for the delay. The notice will identify the additional information or documents needed to resolve the claim. The claimant will be allowed at least 45 days to provide any requested information. The time it takes for the claimant to provide this additional information will not count toward the extension period time limit.

The maximum time the Plan will take to make a decision on the claim, not including the time it takes for the claimant to provide any additional information or documents that were requested, will be 105 days.

## **CLAIM APPEAL PROCEDURES**

### **LIFE INSURANCE**

If a life or accidental death claim is denied, the Plan will provide the claimant with a letter stating the specific reason(s) for the adverse determination. The claimant will also be provided with a description of any additional information or material necessary to perfect the claim and an explanation as to why such material is necessary.

The claimant will have 60 days following receipt of an adverse benefit determination to file an appeal. Another person may be authorized to act for the claimant under this appeal procedure.

The appeal will be decided within 60 days after receipt of the appeal. The 60 day time period will start when the appeal is filed without regard to whether all of the information necessary to decide the appeal accompanies the filing.

If, for reasons beyond the control of the Plan, the appeal cannot be decided within 60 days, the appeal decision may be extended for as many as 60 additional days. The maximum time to decide the appeal will be 120 days.

### **DISABILITY INSURANCE**

If a short term disability, long term disability, or extension of life insurance during total disability (waiver of premium) claim is denied, the Plan will provide the claimant with a letter stating the specific reason(s) for the adverse determination. The claimant will also be provided with a description of any additional information or material necessary to perfect the claim and an explanation as to why such material is necessary.

The claimant will have 180 days following receipt of an adverse benefit determination to file an appeal. Another person may be authorized to act for the claimant under this appeal procedure.

The appeal will be decided within 45 days after receipt of the appeal. The 45 day time period will start when the appeal is filed without regard to whether all of the information necessary to decide the appeal accompanies the filing.

If, for reasons beyond the control of the Plan, the appeal cannot be decided within 45 days, the appeal decision may be extended for as many as 45 additional days.

The maximum time to decide the appeal will be 90 days.