

# STANDARD INSURANCE COMPANY

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

*People. Not Just Policies.®*

## CERTIFICATE: GROUP LIFE INSURANCE

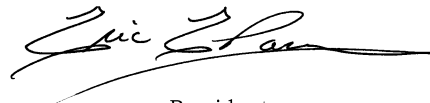
Policyowner:	The Connecticut National Bank N.A., d/b/a Shawmut Bank of Rhode Island, Trustee of the Standard Voluntary Insurance Trust
Employer(s):	Washington County
Policy Number:	609589-A
Effective Date:	January 1, 1992

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

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

Possession of this certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this certificate.

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



President

GC491-LIFE/TRUST



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## Index of Defined Terms

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## COVERAGE FEATURES

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

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### GENERAL POLICY INFORMATION

Group Policy Number: 609589-A

Type of Insurance Provided:

Life Insurance: Yes

Dependents Life Insurance: Yes

Policyowner: The Connecticut National Bank N.A., d/b/a Shawmut Bank of Rhode Island, Trustee of the Standard Voluntary Insurance Trust

Group Policy Effective Date: January 1, 1992

State of Issue: Rhode Island

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### BECOMING INSURED

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

Definition of Member: You are a Member if you are:

1. An active partner, sole proprietor or employee of the Employer; and
2. Regularly working at least 20 hours each week.

You are not a Member if you are:

1. A temporary or seasonal employee; or
2. A full time member of the armed forces of any country.

Eligibility Waiting Period: You are eligible on the latest of:

- a. The effective date of your Employer's participation under the Group Policy.
- b. The first day of the calendar month coinciding with or next following 30 consecutive days as a Member.
- c. The date you become insured under a basic group life insurance plan underwritten by Standard.

Evidence Of Insurability Required for:

- a. Late application.
- b. Life Insurance above the Guarantee Issue Amount of \$50,000.

- c. Dependents Life Insurance above the Guarantee Issue Amount of \$10,000.
- d. Reinstatements, if required.
- e. Any increase in Life Insurance and Dependents Life Insurance.
- f. Members and Dependents eligible but not insured under the Prior Plan.

## SCHEDULE OF INSURANCE

**Life Insurance:** You may apply for Life Insurance in multiples of \$10,000, from \$10,000 to \$300,000. However, the amount of your Life Insurance may not exceed 600% of your Annual Earnings.

**Dependents Life Insurance:**

**Spouse:** You may apply for Dependents Life Insurance for your Spouse in multiples of \$10,000, from \$10,000 to \$300,000.

**Child:** You may apply for Dependents Life Insurance for your Child in amounts of \$2,000, \$5,000, or \$10,000. Each of your Children will be insured for the same amount.

The amount of Dependents Life Insurance for any of your Dependents may not exceed the amount of your Life Insurance.

## REDUCTIONS IN INSURANCE

If you or your Spouse reaches an age shown below, the amount of insurance will be the amount in effect on the day before reaching age 70 multiplied by the applicable percentage below.

Age	Percentage
70 through 74	65%
75 through 79	45%
80 through 84	30%
85 through 89	20%
90 through 94	15%
95 or over	10%

## OTHER PROVISIONS

**Waiver Of Premium:** Yes

**Continuation Of Insurance (Portability):** Yes

**Right To Convert:**

Limits on Right To Convert if the Group Policy terminates, or if your Employer's participation under the Group Policy terminates or is amended to reduce the amount of your Life Insurance:

**Minimum Time Insured:** 5 years

**Maximum Conversion Amount:** \$10,000

Leave of Absence Provision:	Insurance is continued during the first 60 days of a scheduled leave of absence.
Annual Earnings based on:	Earnings in effect on your last full day of Active Work.
Earnings Period for Commissions (see <b>Definitions</b> ):	The preceding 12 calendar months.
SSA Amount:	\$25,000
Installment Amount:	\$25,000

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### PREMIUM CONTRIBUTIONS

Life Insurance:	Contributory
Dependents Life Insurance:	Contributory

## LIFE INSURANCE

### A. Insuring Clause

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

### B. Amount Of Life Insurance

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

See your certificate sticker for the amount of your Life Insurance.

### C. Changes In Life Insurance

#### 1. Increases

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

Subject to the **Active Work Provisions**, an increase in your Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date we approve your Evidence Of Insurability.

#### 2. Decreases

A decrease in your Life Insurance because of a change in age becomes effective on the first day of the calendar month coinciding with or next following the change in age.

Any other decrease in your Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date your Employer receives your written request for the decrease.

### D. Suicide Exclusion: Life Insurance

If your death results from suicide or other intentionally self-inflicted Injury, while sane or insane, 1 and 2 below apply:

1. The amount payable will exclude the amount of your Life Insurance which has not been continuously in effect for at least 2 years on the date of your death.
2. We will refund all premiums paid for that portion of your Life Insurance which is excluded from payment under this suicide exclusion.

### E. When Life Insurance Becomes Effective

You must apply in writing for Life Insurance and agree to pay premiums. Subject to the **Active Work Provisions**, your Life Insurance becomes effective as follows:

#### 1. Life Insurance Subject To Evidence Of Insurability

Life Insurance subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date we approve your Evidence Of Insurability.

#### 2. Life Insurance Not Subject To Evidence Of Insurability

Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following:

- a. The date you become eligible if you apply on or before that date; or
- b. The date you apply if you apply within 31 days after you become eligible.

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

### 3. Takeover Provision

- a. If you were insured under the Prior Plan on the day before the effective date of your Employer's participation under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's participation under the Group Policy.
- b. You must submit satisfactory Evidence Of Insurability to become insured for Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured.

## F. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which you made a premium contribution.
2. The date your insurance under the basic group life insurance plan underwritten by Standard terminates.
3. The date the Group Policy terminates.
4. The date your Employer's participation under the Group Policy terminates.
5. The date your employment terminates. However, you may have the right to continue your Life Insurance under the **Continuation Of Insurance (Portability)** section.
6. The last day of the calendar month in which you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under any of the above.
  - a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
  - b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.
  - c. During the first 60 days of:
    - (1) A temporary layoff.
    - (2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
  - d. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
  - e. During any other scheduled leave of absence approved by your Employer in advance and in writing and for the Leave Of Absence Period shown in the **Coverage Features**.

## G. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, the following will apply:

1. If your Life Insurance ends because you cease to be a Member and you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
2. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.

4. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
5. Life Insurance continued under the **Continuation Of Insurance (Portability)** section may not be reinstated.

VF.LF.07

## **DEPENDENTS LIFE INSURANCE**

### **A. Insuring Clause**

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

### **B. Amount Of Dependents Life Insurance**

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

See your certificate sticker for the amount of Dependents Life Insurance for your Spouse and Child.

### **C. Changes In Dependents Life Insurance**

#### **1. Increases**

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

An increase in Dependents Life Insurance for any Dependent becomes effective on the first day of the calendar month coinciding with or next following the date we approve that Dependent's Evidence Of Insurability.

#### **2. Decreases**

A decrease in Dependents Life Insurance because of a change in age becomes effective on the first day of the calendar month coinciding with or next following the change in age.

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

Any other decrease in Dependents Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date your Employer receives your written request for the decrease.

### **D. Suicide Exclusion: Dependents Life Insurance**

If your Dependent's death results from suicide or other intentionally self-inflicted injury, while sane or insane, the following apply:

1. The amount payable will exclude the amount of Dependents Life Insurance which has not been continuously in effect for at least 2 years on the date of the death.
2. We will refund all premiums paid for that portion of Dependents Life Insurance which is excluded from payment under this suicide exclusion.

### **E. Definitions For Dependents Life Insurance**

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

Child means your unmarried child from live birth until age 21 (age 25 if a registered student in full time attendance at an accredited educational institution). Child includes a stepchild living in your home and an adopted child.

Disabled Child means your Child who, on and after the date on which Dependents Life Insurance would end because of the Child's age, is continuously:

1. Incapable of self-sustaining employment because of mental retardation or physical handicap; and
2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

You must give us proof of Disabled Child status on our forms and within 31 days after the date on which Dependents Life Insurance would otherwise end because of the Child's age. At reasonable intervals thereafter, but not more than once annually, we may require further proof and have your Child examined at our expense.

#### F. Becoming Insured For Dependents Life Insurance

##### 1. Eligibility

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

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

A Member may not be insured as a Member and a Dependent.

Children may not be insured by more than one Member.

##### 2. Effective Date

You must apply in writing for Dependents Life Insurance and agree to pay premiums. Subject to the **Active Work Provisions**, your Dependents Life Insurance becomes effective as follows:

###### a. Dependents Life Insurance Subject To Evidence Of Insurability

Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date we approve your Dependent's Evidence Of Insurability.

###### b. Dependents Life Insurance Not Subject To Evidence Of Insurability

Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following:

- i. The date you become eligible for Dependents Life Insurance if you apply on or before that date; or
- ii. The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required for each Dependent if you apply more than 31 days after you become eligible.

###### c. Takeover Provision

Each Dependent who was eligible under the Prior Plan for more than 31 days but was not insured must submit satisfactory Evidence Of Insurability to become insured for Dependents Life Insurance.

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

#### G. When Dependents Life Insurance Ends

Dependents Life Insurance ends automatically on the earliest of:

1. The date you die.

2. The date your Life Insurance ends. However, if your Life Insurance ends because your employment with the Employer terminates, you may have the right to continue your Dependents Life Insurance under the **Continuation Of Insurance (Portability)** section.
3. The date the Group Policy or your Employer's participation under the Group Policy terminates, unless you qualify for Waiver Of Premium.
4. The date the last period ends for which you made a premium contribution for Dependents Life Insurance.
5. For your Spouse, the date of your divorce.
6. For any Dependent, the date the Dependent ceases to be a Dependent.
7. For a Disabled Child, 90 days after we mail you a request for proof of Disabled Child status, if proof is not given.

VF.DL.01

## **ACTIVE WORK PROVISIONS**

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

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

You will also meet the Active Work requirement if:

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

VF.AW.01

## **CONTINUATION OF INSURANCE (PORTABILITY)**

### **A. Continuation Of Insurance Benefit**

You may continue your Insurance if your employment with your Employer terminates while you are not Totally Disabled.

If you do not continue your Life Insurance, you may not continue your Dependents Life Insurance.

Insurance means all your insurance under the Group Policy, except insurance continued under **Waiver Of Premium**.

### **B. Application And Premium Payment**

You must apply in writing and pay the first premium to us within 31 days after the date your employment terminates.

### **C. Amount Of Insurance**

The amount you may continue is the amount in effect on the date your employment terminates. You may continue any lesser amount for you or your Spouse in multiples of \$10,000. For your Child you may continue any lesser amount as shown in the schedule of Dependents Life Insurance.

You may not increase the amount you continue.

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

#### D. When Insurance Ends

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

1. The date the last period ends for which you made a premium contribution.
2. The date the Group Policy terminates.
3. The date you become a full-time member of the armed forces of any country.
4. For your Spouse, the date of your divorce.
5. For any Dependent:
  - a. The date your Life Insurance continued under this provision ends.
  - b. The date the Dependent ceases to be a Dependent.

#### E. Group Policy Provisions

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

VF.CN.02

## WAIVER OF PREMIUM

#### A. Waiver Of Premium Benefit

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

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

#### B. Definitions For Waiver Of Premium

1. Insurance means all your insurance under the Group Policy, except AD&D Insurance and insurance continued under the **Continuation Of Insurance (Portability)** section.
2. Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

#### C. Premium Payment

Premium payment must continue until the later of:

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

#### D. Refund Of Premiums

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

E. Amount Of Insurance

The amount of Insurance continued without payment of premium is the amount in effect on the day before you become Totally Disabled, subject to the following:

1. Insurance will be reduced or terminated according to the terms of your Employer's participation under the Group Policy in effect on the day before you become Totally Disabled.
2. The amount of Dependents Life Insurance will be the lesser of:
  - a. The amount in effect on the day before you become Totally Disabled; and
  - b. The amount in effect one year before the date you become Totally Disabled.
3. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.

F. Effect Of Death During The Waiting Period

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

G. Termination Or Amendment

Insurance will not be affected by termination or amendment of the Group Policy or your Employer's participation under the Group Policy after you become Totally Disabled.

H. When Waiver Of Premium Ends

Waiver Of Premium ends on the earliest of:

1. The date you cease to be Totally Disabled.
2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given.
3. The date you fail to attend an examination or cooperate with the examiner.
4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured.
5. The first day of the calendar month coinciding with or next following the date you reach age 70.

VF.WP.01

## **ACCELERATED BENEFIT**

A. Accelerated Benefit

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

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

Qualifying Medical Condition means you are terminally ill, with a life expectancy of less than 12 months.

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

B. Application For Accelerated Benefit

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

C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is \$500,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

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

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

D. Effect On Insurance And Other Benefits

The amount of your Insurance after payment of the Accelerated Benefit will be:

1. The amount of your Insurance as if no Accelerated Benefit had been paid; minus
2. The amount of the Accelerated Benefit; minus
3. An interest charge calculated as follows:

$A \text{ times } B \text{ times } C \text{ divided by } 365 = \text{interest charge.}$

A = The amount of the Accelerated Benefit.

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

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

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

E. Exclusions

No Accelerated Benefit will be paid if:

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

F. Definitions For Accelerated Benefit

Insurance means your Life Insurance under the Group Policy.

Physician means a licensed M.D. or D.O., other than yourself, acting within the scope of the license.

## RIGHT TO CONVERT

### A. Right To Convert

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

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

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

### B. Definitions For Right To Convert

1. Conversion Period means the 31-day period after the date of any Qualifying Event.
2. Insurance means all your insurance under the Group Policy, including insurance continued under **Waiver Of Premium** or under the **Continuation Of Insurance (Portability)** section.
3. Qualifying Event means termination or reduction of your Insurance for any reason except:
  - a. The Member's failure to make a required premium contribution.
  - b. Payment of an Accelerated Benefit.
4. You and your mean any person insured under the Group Policy.

### C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy or your Employer's participation under the Group Policy, the following will apply:

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

### D. The Individual Policy

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

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

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

E. Death During The Conversion Period

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

VF.RC.01

## CLAIMS

A. Filing A Claim

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

B. Time Limits On Filing Proof Of Loss

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

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

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

C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

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

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

D. Investigation Of Claim

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

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

E. Time Of Payment

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

F. Notice Of Decision On Claim

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

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

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

1. The reasons for our decision;

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

G. Review Procedure

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

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

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

VF.CL.01

## **ASSIGNMENT**

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

VF.AS.01

## **BENEFIT PAYMENT AND BENEFICIARY PROVISIONS**

A. Payment Of Benefits

Benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.

The benefits below will be paid to you if you are living.

1. Dependents Life Insurance benefits.
2. Accelerated Benefits.

Dependents Life Insurance benefits which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below:

1. The children of the Dependent.
2. The parents of the Dependent.
3. The brothers and sisters of the Dependent.
4. Your estate.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits.

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

You must name or change Beneficiaries in writing. Your designation:

1. Must be dated and signed by you.
2. Must be delivered to the Employer during your lifetime.

3. Must relate to the insurance provided under the Group Policy.
4. Will take effect on the date it is delivered to the Employer.

If we approve it, a written designation signed and dated by you under the Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

C. Simultaneous Death Provision

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

D. No Surviving Beneficiary

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

1. Your spouse.
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

E. Methods Of Payment

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

1. Standard Secure Access Checking Account

If the amount payable to a Recipient is not less than the SSA Amount shown in **Coverage Features**, we will deposit it into a Standard Secure Access checking account which:

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

2. Lump Sum

If the amount payable to a Recipient is less than the SSA Amount shown in **Coverage Features**, we will pay it in a lump sum.

If the Recipient does not wish the amount payable to be deposited into a Standard Secure Access checking account as described above, we will pay the amount payable in a lump sum upon the Recipient's request.

3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is not less than the Installment Amount shown in **Coverage Features**;
- b. The Recipient chooses; and
- c. We agree.

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

VF.BB.01

## **ALLOCATION OF AUTHORITY**

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

Our authority includes, but is not limited to:

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

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

VF.AL.01

## **TIME LIMITS ON LEGAL ACTIONS**

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

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

VF.TL.01

## **INCONTESTABILITY PROVISIONS**

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

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

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

No misrepresentation will be used to reduce or deny a claim unless we have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

B. Incontestability Of Group Policy Or Employer Participation Under The Group Policy

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

No misrepresentation by the Policyowner or Employer will be used to deny a claim, or to deny the validity of the Group Policy or the validity of an Employer's participation under the Group Policy unless:

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

The validity of the Group Policy or an Employer's participation under the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

VF.IN.01

## MISSTATEMENT

A. Misstatement Of Age

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

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

B. Misstatement Of Tobacco Use

If a person's tobacco use has been misstated, we have the right to make an equitable adjustment of premiums, benefits, or both, subject to **Incontestability Provisions**. The adjustment will be based on:

- a. The amount of insurance based on the correct tobacco use status; and
- b. The difference between the premiums paid and the premiums which would have been paid if the tobacco use status had been correctly stated.

VF.MS.02

## DEFINITIONS

Annual Earnings means your annual rate of earnings from your Employer, including 1 through 4 below. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work, unless a different date applies (see **Coverage Features**).

A. Partners, P.C. Partners, L.L.C. Owner-Employees, Sole Proprietors And S-Corporation Shareholders

Annual Earnings means your annual compensation from your Employer during the Employer's prior tax year. Your annual compensation is determined by adding the following amounts as reported on the Schedule K-1, Schedule C, Form W-2 or S-Corporation federal income tax return:

1. Your ordinary income from trade or business activity(ies);
2. Your guaranteed payments, if you are a partner;
3. Your net profit from business; and
4. Your compensation (as an officer), salary, or wages, if you are an S-corporation shareholder.

If you were not a Partner, P.C. Partner, L.L.C. Owner- Employee, Sole Proprietor or Shareholder of the Employer during the entire prior tax year, your Annual Earnings will be 12 times your average monthly compensation for your period as a Partner, P.C. Partner, L.L.C. Owner-Employee, Sole Proprietor or Shareholder.

**B. All Other Members**

Annual Earnings includes 1 and 2 below.

1. Commissions for the Earnings Period shown in **Coverage Features** or for the period of your employment if less than the Earnings Period.
2. Shift differential pay.

Annual Earnings does not include 1 through 3 below.

1. Bonuses.
2. Overtime pay.
3. Any other extra compensation.

**C. All Members**

Annual Earnings includes 1 and 2 below.

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

Annual Earnings does not include your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.

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

Employer means an employer (including approved affiliates and subsidiaries) which is a member of the Standard Voluntary Insurance Trust and for which participation under the Group Policy is approved in writing by us.

Providing Evidence Of Insurability means an applicant must:

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

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

Injury means an injury to your body.

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

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

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married. Spouse does not include a person who is a full-time member of the armed forces of any country.

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

VF.DF.01