

STANDARD INSURANCE COMPANY
P.O. Box 711
Portland, OR 97207-0711
(503) 321-7000
1-800-348-3226

**NOTICE CONCERNING POLICYHOLDER RIGHTS
IN AN INSOLVENCY UNDER
THE MINNESOTA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION LAW**

If the insurer or health maintenance organization that issued your life, annuity or health insurance policy becomes impaired or insolvent, you are entitled to compensation for your policy or contract from the assets of that insurer. The amount you recover will depend on the financial condition of the insurer or health maintenance organization.

In addition, residents of Minnesota who purchase life insurance, annuities, health , or health maintenance organization coverage from insurance companies authorized to do business in Minnesota are protected, SUBJECT TO LIMITS AND EXCLUSION, in the event the insurer or health maintenance organization becomes financially impaired or insolvent. This protection is provided by the Minnesota Life and Health Insurance Guaranty Association.

For purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations.

Minnesota Life & Health Insurance Guaranty Association
4760 White Bear Parkway
Suite 101
White Bear Lake, Minnesota 55110
Telephone: (651) 407-3149; Fax: (651) 407-3150

The maximum amount the guaranty association will pay for all policies or contracts issued on one life by the same insurer or health maintenance organization is limited to \$500,000. Subject to this \$500,000 limit, the guaranty association will pay up to \$500,000 in life insurance death benefits, \$130,000 in net cash surrender and net cash withdrawal values for life insurance, \$500,000 in health insurance, health maintenance organization, and long-term care benefits, including any net cash surrender and net cash withdrawal values, \$500,000 in disability income insurance, \$250,000 in net cash surrender and net cash withdrawal values, \$410,000 in present value of annuity benefits for annuities which are part of a structured settlement or for annuities in regard to which periodic annuity benefits, for a period of not less than the annuitant's lifetime or for a period certain of not less than ten years, have begun to be paid on or before the date of impairment or insolvency, or if no coverage limit has been specified for a covered policy or benefit, the coverage limit shall be \$500,000 in present value. Unallocated annuity contracts issued to retirement plans, other than defined benefit plans, established under section 401, 403(b), or 457 of the Internal Revenue Code of 1986, as amended through December 31, 1992, are covered up to \$250,000 in net cash surrender and net cash withdrawal values, for Minnesota residents covered by the plan provided, however, that the association shall not be responsible for more than \$10,000,000 in claims from all Minnesota residents covered by the plan. If total claims exceed \$10,000,000, the \$10,000,000 shall be prorated among all claimants. These are the maximum claim amounts. Coverage by the guaranty association is also subject to other substantial limitations and exclusions and requires continued residency in Minnesota. If your claim exceeds the guaranty association's limits, you may still recover a part or all of that amount from the proceeds of the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The guaranty association assesses insurers and health maintenance organizations licensed to sell life and health insurance in Minnesota after the insolvency occurs. Claims are paid from this assessment.

Benefits provided by a long-term care rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity contract to which it relates.

THE COVERAGE PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY, CONTRACT, OR POLICY, YOU SHOULD NOT RELY ON COVERAGE BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF LIFE, ANNUITY, HEALTH INSURANCE, OR HEALTH MAINTENANCE ORGANIZATION POLICIES AND CONTRACTS OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES FINANCIALLY INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL LIFE, ANNUITY, HEALTH INSURANCE, AND HEALTH MAINTENANCE ORGANIZATION POLICIES AND CONTRACTS ARE REQUIRED TO PROVIDE THIS NOTICE.



STANDARD INSURANCE COMPANY

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

CERTIFICATE AND SUMMARY PLAN DESCRIPTION

GROUP LIFE INSURANCE

Policyholder:	Bethel University
Policy Number:	643586-B
Effective Date:	January 1, 2023
Revision Date:	Not applicable

The Group Policy has been issued to the Policyholder.

The Group Policy may be examined at a reasonably accessible place. We certify that you will be insured as provided by the terms of your Employer's coverage under the Group Policy. If the terms of this Certificate and Summary Plan Description differs from the terms of your Employer's coverage under the Group Policy, the latter will govern. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

This policy includes an Accelerated Death Benefit. Death benefits will be reduced if an Accelerated Death 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" in Internal Revenue Code section 101, your Accelerated Death Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Death 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 and Summary Plan Description.

Unless defined differently within a particular provision, the terms "you" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in bold face type.

A handwritten signature in black ink, appearing to read "David M. ...".

President and CEO

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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.

GENERAL POLICY INFORMATION

Group Policy Number:	643586-B
Type of Insurance Provided:	
Life Insurance:	Yes
Accidental Death And Dismemberment (AD&D) Insurance:	Yes
Dependent Life Insurance For Your Spouse:	Not applicable
Dependent Life Insurance For Your Child:	Not applicable
Policyholder:	Bethel University
Employer(s):	Bethel University
Group Policy Effective Date:	January 1, 2023
Revision Date:	Not applicable
State of Issue:	Minnesota

BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The Active Work requirement does not apply to Members who are retired and eligible on the Group Policy Effective Date. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Member means one of the following:

1. A regular Staff or Administrative employee of the Employer hired on or after April 11, 2006, residing in the United States who is Actively At Work at least 1560 hours each year;
2. A regular Faculty Member of the employer working at least 17 teaching equivalent units;
3. A regular Staff or Administrative employee of the Employer hired prior to April 11, 2006 who is Actively At Work at least 1170 hours each year; or
4. A regular Early Retiree who retired under the employer sponsored retirement program who was at least age 60 but less than age 65 who has at least three years of service.

For the purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days.

You are not a Member if you are:

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

4. An independent contractor.

Class Definition:

Class 1: Active Members
Class 2: Retired Members

Classes for retired Members do not include a Member who is covered under Waiver Of Premium.

Eligibility Waiting Period: You are eligible on one of the following dates:
If you are a Member on the Group Policy Effective Date, you are eligible on that date.
If you become a Member after the Group Policy Effective Date, you are eligible on the date you become a Member.

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.

PREMIUM CONTRIBUTIONS

Life Insurance:

Plan 1: Noncontributory
Plan 2: Class 1:Contributory
Class 2: Not applicable

AD&D Insurance:

Class 1: Noncontributory
Class 2: Not applicable

If you are a retired Member whose Life Insurance under the Waiver Of Premium provision is scheduled to end, you may apply for Life Insurance under the Group Policy as a Retired Member within 31 days following **the date your coverage under the Waiver Of Premium provision ends.**

SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:

You will become insured under Plan 1 if you meet the requirements to become insured under the Group Policy.

If you are an active Member and insured under Plan 1, you may also become insured under any one option of Plan 2 if you meet the requirements to become insured under Plan 2 Life Insurance under the Group Policy. Plan 2 is a Contributory plan requiring premium contributions from Members.

A Member may not be insured as both an active Member and a retired Member. Retired members are not eligible for Plan 2 Life Insurance.

You may be insured under Plan 1 and any one option of Plan 2 at any one time.

Plan 1 (basic): 1 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The

maximum amount is \$500,000 and the minimum amount is \$10,000.

Plan 2 (additional):

Class 1: Your choice of one of the following options:

Option 1: 1 times your Annual Earnings, rounded to the nearest multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$500,000.

Option 2: 2 times your Annual Earnings, rounded to the nearest multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$500,000.

Option 3: 3 times your Annual Earnings, rounded to the nearest multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$500,000.

Class 2: None

SCHEDULE OF AD&D INSURANCE

The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit for you. See AD&D Table Of Losses below. Retired Members are not eligible for AD&D Insurance.

For you:

AD&D Insurance Benefit:

Class 1: If you are insured for Plan 1 Life Insurance, the amount of your AD&D Insurance Benefit is equal to the amount of your Plan 1 Life Insurance Benefit.

Class 2: Retired Members are not eligible for AD&D Insurance.

AD&D TABLE OF LOSSES

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

Loss:	Percentage Payable:
a. Life:	100%
b. One hand or one foot:	50%**
c. Sight in one eye, speech, or hearing in both ears	50%
d. Two or more of the Losses listed above	100%
e. Thumb and index finger of the same hand	25%*
f. Quadriplegia	100%
g. Triplegia	75%
h. Paraplegia	75%
i. Hemiplegia	50%
j. Uniplegia	25%

No more than 100% of the AD&D Insurance Benefit will be paid for all Losses resulting from one accident.

* No AD&D Insurance Benefit will be paid for Loss of the thumb and index finger of the same hand if an AD&D Insurance Benefit is payable for the Loss of that entire hand.

** If you lose a hand or foot and an AD&D Insurance Benefit is payable for Quadriplegia, Hemiplegia, Uniplegia, Triplegia, or Paraplegia involving that same hand or foot, we will pay the higher of the AD&D Insurance Benefits for that Loss.

REDUCTIONS IN INSURANCE

If you reach an age shown below, the amount of insurance will be the amount determined from the Schedule Of Insurance, multiplied by the appropriate percentage below.

Class 1: Life and AD&D Insurance

Age of Member	Percentage
70 through 74	65%
75 through 79	45%
80 through 84	30%
85 or over	15%

Class 2: Life Insurance

Age of Member	Percentage
70 through 74	65%
75 through 79	45%
80 through 84	30%
85 or over	15%

OTHER AD&D BENEFITS

Air Bag Benefit:

For you: The lesser of (1) \$5,000; or (2) 5% of the amount of AD&D Insurance Benefit otherwise payable for Loss of that life.

Career Adjustment Benefit:

For you: The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of board and room, books, fees, supplies and other expenses, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Child Care Benefit:

For you: The total child care expense incurred by your Spouse within 36 months after the date of your death for all Children under age 13, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Helmet Benefit:

For you: The lesser of (1) \$5,000; or (2) 10% of the amount of AD&D Insurance Benefit otherwise payable for Loss of that life.

Higher Education Benefit:

For you: The tuition expenses incurred per Child within 4 years after the date of your death at an accredited institution of higher education, exclusive of board and room, books, fees, supplies and other expenses, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Seat Belt Benefit:

For you: The lesser of (1) \$10,000; or (2) 10% of the amount of AD&D Insurance Benefit otherwise payable for Loss of that life.

OTHER PROVISIONS

Repatriation Benefit:

The lesser of (1) \$5,000; or (2) 10% of the expenses incurred to transport your body to a mortuary near your primary place of residence including expenses to prepare the body for shipment.

Minnesota Extension Of Life Insurance Benefit:

Yes. The Minnesota Extension Of Life Insurance Benefit premium is 102% of the Premium Rate for the Group Policy.

Waiver Of Premium:

Class 1: Yes
Class 2: No

Accelerated Death Benefit:

Class 1: Yes
Class 2: No

Insurance Eligible For Portability:

For you:

Life Insurance: Yes
Minimum amount \$10,000
Maximum amount \$500,000
AD&D Insurance: Yes
Minimum amount \$10,000
Maximum amount \$500,000

Premium Rates:

Life Insurance and Dependent Life Insurance

Monthly Rate per multiple of \$1,000:

Age of Insured on last January 1	Non-Tobacco Rate	Tobacco Rate
Under age 35	\$.160	\$.350

35 through 39	\$.260	\$.580
40 through 44	\$.390	\$.860
45 through 49	\$.570	\$ 1.250
50 through 54	\$.960	\$ 2.120
55 through 59	\$ 1.340	\$ 2.950
60 through 64	\$ 2.000	\$ 5.000
65 through 69	\$ 3.860	\$ 9.660
70 through 74	\$ 5.410	\$ 13.530
75 through 79	\$ 9.740	\$ 24.350
80 or over	\$ 17.530	\$ 43.830

AD&D Insurance \$.040 monthly per \$1,000 of AD&D Insurance

The Portability Of Insurance Premium Due Date is the first day of each billing period. A billing period is three months.

The Portability Of Insurance Grace Period: 31 days.

Suicide Exclusion: Applies to:

- a. Plan 2 Life Insurance
- b. AD&D Insurance

See **Accidental Death And Dismemberment Insurance** for other exclusions

ERISA SUMMARY PLAN DESCRIPTION INFORMATION

Name of Plan:	Life Insurance and AD&D Insurance
Name, Address of Plan Sponsor:	Bethel University 3900 Bethel Drive St. Paul MN 55112
Plan Sponsor Tax ID Number:	41-0708577
Plan Number:	501
Type of Plan:	Group Insurance Plan
Type of Administration:	Contract Administration
Name, Address, Phone Number of Plan Administrator:	Plan Sponsor (651) 638-6103
Name, Address of Registered Agent for Service of Legal Process:	Plan Administrator
If Legal Process Involves Claims For Benefits Under The Group Policy, Additional Notification of Legal Process Must Be Sent To:	Standard Insurance Company 1100 SW 6th Ave Portland OR 97204-1093
Sources of Contributions:	Employer/Member
Funding Medium:	Standard Insurance Company - Fully Insured
Plan Fiscal Year End:	December 31

INSURING CLAUSE

If you die or have a loss while insured under the Group Policy, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us, subject to the **Claims** provision.

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EVIDENCE OF INSURABILITY

A. Evidence of Insurability will be required as follows:

1. If you apply for Contributory Life Insurance for yourself more than 31 days after you become eligible.
2. For any Plan 1 Life Insurance Benefit in excess of the Guarantee Issue Amount of \$200,000.
3. For any Plan 2 Life Insurance Benefit in excess of the Guarantee Issue Amount of \$125,000.
4. For reinstatements, if required.
5. For Members eligible, but not insured under the Prior Plan.
6. For any increase in Plan 2 Life Insurance resulting from a plan or option change you elect.

B. Evidence Of Insurability will not be required as follows:

1. If you were insured under the Prior Plan for an amount in excess of the Guarantee Issue Amount on the day before the Group Policy Effective Date, the Evidence Of Insurability requirement will be waived for you for that amount on the Group Policy Effective Date.

2. One Time Open Enrollment

Your Employer will hold a One Time Open Enrollment from 11/10/2022 through 11/27/2022. During this One Time Open Enrollment, the following will not require Evidence Of Insurability as long as your total Life Insurance Benefit after an election, does not exceed the Guarantee Issue Amount described above.

For those insured or eligible for Additional life under the Prior Plan, you may apply or increase Plan 2 Life Insurance up to the Guarantee Issue Amount.

3. Annual Open Enrollment

Your Employer will offer an Annual Open Enrollment. During your Employer's Annual Enrollment Period, Evidence Of Insurability will not be required as follows as long as your total Life Insurance Benefit after an election, does not exceed the Guarantee Issue Amount described above or two times your annual earnings.

For those insured for Plan 2 Life Insurance, you may apply for or increase your Plan 2 Life Insurance in one increment of $\frac{1}{2}$ of your Annual Earnings.

However, we will not waive the Evidence Of Insurability requirements if you previously submitted evidence of good health that was not approved by us under any group life insurance policy issued by us to the Policyholder covering your employer.

Annual Enrollment Period means the period designated each year by your Employer when you may change insurance elections.

4. Family Status Change

- a. If you experience a Family Status Change, you may make the following election changes without providing Evidence Of Insurability, provided an election or increase is made within 31 days of the status change.
 - i. You may apply for or increase your Plan 2 Life Insurance amount, including enrolling for the first time, provided the resulting amount of Plan 2 Life Insurance does not exceed the Guarantee Issue Amount described above.

However, we will not waive the Evidence Of Insurability requirements if you previously submitted evidence of good health that was not approved by us under any group life insurance policy issued by us to the Policyholder covering your employer.

- b. Family Status Change means any of the following events:
 - i. The birth of your Child or the adoption of a Child by you.
 - ii. Death of a Spouse or Child.
 - iii. Divorce or legal separation from your Spouse.
 - iv. Your marriage.
 - v. The commencement or termination of your Spouse's employment.
 - vi. A change in employment from full-time to part-time by you or your Spouse.

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LIFE INSURANCE

A. Amount Of Life Insurance

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

B. When Life Insurance Becomes Effective

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

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

1. Life Insurance Subject To Evidence Of Insurability

Life Insurance subject to **Evidence Of Insurability** becomes effective on the date we approve your Evidence Of Insurability.

2. Life Insurance Not Subject To Evidence Of Insurability

a. Noncontributory Life Insurance

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

b. Contributory Life Insurance

You must apply in Writing for Contributory Life Insurance and agree to pay premiums.

Contributory Life Insurance not subject to **Evidence Of Insurability** becomes effective on:

- i. The date you become eligible if you apply on or before that date.
- ii. The date you apply if you apply within 31 days after you become eligible.
- iii. The later of the date you apply or the date of the Family Status Change, if you apply within 31 days of a Family Status Change.
- iv. The beginning of the next plan year following the date you apply, if you apply during the Annual Enrollment Period.

C. Changes In Life Insurance

1. Increases

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

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

- a. Increases Subject To Evidence Of Insurability

An increase in your Life Insurance subject to **Evidence Of Insurability** becomes effective on the date we approve your Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to **Evidence Of Insurability** becomes effective as follows:

- i. The date of change in your classification or Annual Earnings.
- ii. The date you apply for an elective increase.
- iii. The later of the date you apply or the date of the Family Status Change, if you apply within 31 days of a Family Status Change.
- iv. The beginning of the next plan year following the date you apply, if you apply during the Annual Enrollment Period.
- v. The beginning of the next plan year following the date you apply, if you apply during the One Time Open Enrollment Period.

2. Decreases

- a. A decrease in your Life Insurance because of a change in your classification becomes effective on the date of the change.
- b. A decrease in your Life Insurance because of a change in your age becomes effective on the date of the change.
- c. A decrease in your Life Insurance because of a change in your Annual Earnings becomes effective on the date of the change.
- d. Any other decrease in your Life Insurance becomes effective on the date the Policyholder or your Employer receives your Written request for the decrease.

D. Suicide Exclusion: Life Insurance

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

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

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

E. When Life Insurance Ends

Your Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium was paid for your Life Insurance.
2. The date the Group Policy terminates.
3. The date your Employer's coverage under the Group Policy terminates.
4. The date your employment terminates, unless you are covered as a retired Member. However, you may have the right to extend your Life Insurance Benefit under the **Minnesota Extension Of Life Insurance Benefit** provision.
5. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 4 above.

- a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
- b. During the first 12 months while your ability to work is limited because of Sickness, accidental Injury, or Pregnancy.
- c. During the first 60 days of a temporary layoff.
- d. During the first 60 days of a strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
- e. During a leave of absence if continuation of your insurance under the Group Policy is required by a state or federally mandated family or medical leave act or law.
- f. During any other scheduled leave of absence approved by your Employer in advance and in Writing and scheduled to last 60 days or less.
- g. During the period you are absent from Active Work due to a regularly scheduled school break or vacation.

If you do not qualify under a. through g. above, you may have the right to extend your Life Insurance Benefit under the **Minnesota Extension Of Life Insurance Benefit** provision.

F. Minnesota Extension Of Life Insurance Benefit

1. Members Who Become Eligible For Extension While Insured Under The Group Policy

In accordance with Minnesota Statute 61A.092, as amended, you may extend your Life Insurance Benefit for up to 18 months after you cease to be a Member because of a voluntary or involuntary layoff, whether partial or total, or termination of employment.

a. Electing Extension

You must elect in Writing to extend your Life Insurance Benefit within 60 days of the later of:

- i. The date on which your Life Insurance Benefit under the Group Policy would otherwise end.
- ii. The date you receive Written notice from your Employer of your right to extend your Life Insurance Benefit.

Your extended Life Insurance Benefit will be retroactive to the date your Life Insurance Benefit would have ended because you ceased to be a Member due to a layoff or termination of employment.

b. Premium Requirements

You must pay the entire premium for your extended Life Insurance Benefit, including the Employer's share, if any, on or before each Premium Due Date.

The premiums for your extended Life Insurance Benefit will equal a percentage of the Premium rate for the Group Policy (see **Coverage Features**). We may change Premium Rates according to the terms of the Group Policy, or as otherwise allowed by law.

c. Amount Subject To Extension

The amount of Life Insurance Benefit you may extend is the amount in effect on the day before your layoff or termination of employment. You may not change the amount of Life Insurance Benefit you extend.

d. When Extension Ends

Your extended Life Insurance Benefit will end automatically on the earliest of:

- i. The date you become insured under any other group life insurance plan.
- ii. The last day of the 18-month extension period.

- iii. The day the last period ends for which you made a premium contribution.
- iv. The date the Group Policy terminates.

When your extended Life Insurance Benefit ends, you may be eligible to buy portable group insurance coverage and have the Right To Convert to an individual life insurance policy (see **Portability Of Insurance** and **Right To Convert**).

e. Death During The Election Period

If you die during the 60-day election period and before you make an election to accept or decline extension, we will pay a death benefit equal to the maximum Life Insurance Benefit you had a right to extend. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**. If a benefit is paid under the **Minnesota Extension Of Life Insurance Benefit** provision, it will not be paid under **Portability Of Insurance** or **Right To Convert**.

f. Group Policy Provisions

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

2. Persons Who Elected Extension Under The Employer's Group Life Insurance Program With A Prior Carrier

If, in accordance with section 61A.092, as amended, you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Life Insurance Benefit will be extended under the Group Policy subject to the following:

a. Payment Of Benefits

Payment of benefits will be under the terms of the Prior Plan or the Group Policy, whichever pays less. No benefits will be paid if benefits are payable under the Prior Plan.

b. Premium Requirements

You must pay the entire premium for your extended Life Insurance Benefit, including the Employer's share, if any, on or before each Premium Due Date.

The premiums for your extended Life Insurance Benefit will equal a percentage of the Premium Rate for the Group Policy (see **Coverage Features**). We may change Premium Rates according to the terms of the Group Policy, or as otherwise allowed by law.

c. When Extension Ends

Your extended Life Insurance Benefit will end automatically on the earliest of:

- i. The date you become insured under any other group life insurance plan.
- ii. Eighteen months after the date you became eligible for extension under your Employer's group life insurance program with a prior carrier due to a layoff or termination of employment.
- iii. The date the last period ends for which you made a premium contribution.
- iv. The date the Group Policy terminates.

d. Group Policy Provisions

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

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 if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
2. If your Life Insurance ends because you cease to be a Member, and you become a Member again within 90 days, your Life Insurance amounts in effect prior to your last day of Active Work will be reinstated without Evidence Of Insurability.
3. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
4. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
5. If your Life Insurance ends because you are on a 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.

LI.LF.OT.1

REPATRIATION BENEFIT

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

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

1. A Life Insurance Benefit is payable because of your death.
2. You die more than 200 miles from your primary place of residence.
3. Expenses are incurred to transport your body to a mortuary near your primary place of residence, including expenses to prepare the body for shipment.

LI.RB.OT.1

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

A. Insuring Clause

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

B. Becoming Insured For AD&D Insurance

1. Eligibility

a. Noncontributory AD&D Insurance

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

b. Contributory AD&D Insurance

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

2. Effective Date

The **Coverage Features** states whether AD&D Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, AD&D Insurance becomes effective as follows:

a. Noncontributory AD&D Insurance

Noncontributory AD&D Insurance becomes effective on the date you become eligible.

b. Contributory AD&D Insurance

You must apply in Writing for Contributory AD&D Insurance and agree to pay premiums. Contributory AD&D Insurance becomes effective on the later of:

- i. The date you become eligible if you apply on or before that date.
- ii. The date you apply, if you apply after you become eligible.

C. Changes In AD&D Insurance

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

D. Definition Of Loss For AD&D Insurance

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

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

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

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

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

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

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

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

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

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

Quadriplegia means total paralysis of both upper and lower limbs. Hemiplegia means total paralysis of the upper and lower limbs on the same side of the body. Paraplegia means total paralysis of both lower limbs. Uniplegia means the complete and irreversible paralysis of one limb. Triplegia means the complete and irreversible paralysis of three limbs.

E. AD&D Insurance Exclusions

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

1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
4. The voluntary intake by any means of any poison, gas, fumes, prescription drugs, non-prescription drugs or illegal drugs, unless prescribed or taken under the direction of a Physician and taken in accordance with the Physician's instructions.
5. Alcohol – if your blood alcohol content is in excess of the legal limit for operating a motor vehicle as defined by the jurisdiction where the accident or Loss occurred. This exclusion applies regardless of whether the accident or Loss involved the operation of a motor vehicle.
6. Sickness or Pregnancy existing at the time of the accident or a heart attack or stroke.
7. Medical or surgical treatment for any of the above.

F. Amount Payable

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

G. Other AD&D Benefits

Air Bag Benefit

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

We will pay an Air Bag Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which a Seat Belt Benefit is payable for Loss of your life.
2. The Automobile is equipped with an Air Bag System that was installed as original equipment by the Automobile manufacturer and has received regular maintenance or scheduled replacement as recommended by the Automobile or Air Bag System manufacturer.
3. You are seated in the driver's or a passenger's seating position intended to be protected by the Air Bag System and the Air Bag System deploys, as evidenced by Proof Of Loss satisfactory to us.

Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

Automobile means a motor vehicle licensed for use on public highways.

Career Adjustment Benefit

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

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

1. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.

2. Your Spouse is, within 36 months after the date of your death, registered and in attendance at an accredited institution of higher education or trades training program for the purpose of obtaining employment or increasing earnings.

No Career Adjustment Benefit will be paid if you have no surviving Spouse.

Child Care Benefit

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

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

1. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
2. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child under age 13 within 36 months of your death.
3. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.

No Child Care Benefit will be paid if you have no surviving Spouse.

Helmet Benefit

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

We will pay a Helmet Benefit if you meet all of the following requirements:

1. An AD&D Loss of life occurs while operating or riding a motorcycle or bicycle.
2. Wearing a Helmet at the time of the Loss as evidenced by a police accident report, medical examiner report, or coroner's report.
3. The operator of the motorcycle has a current and valid driver's license at the time of the Loss.

Helmet means protective headgear that meets or exceeds the standards established by the Code of Federal Regulations (CFR) in Title 16 Part 1203, Snell Memorial Foundation Standards M-95 or M2000, the American National Standards Institute specification Z 90. 1, or the United States Department of Transportation's Federal Motor Vehicle Safety Standard No. 218, as amended and updated.

Higher Education Benefit

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

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

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

The Higher Education Benefit will be paid annually to each Child who meets the requirements of item 2 above, for a maximum of 4 consecutive years beginning on the date of your death. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

Seat Belt Benefit

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

We will pay a Seat Belt Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which an AD&D Insurance Benefit is payable for Loss of your life.

2. The deceased is wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by Proof Of Loss satisfactory to us.

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

Automobile means a motor vehicle licensed for use on public highways.

H. When AD&D Insurance Ends

AD&D Insurance for you ends automatically on the earliest of:

1. The date your Life Insurance ends.
2. The date your Waiver Of Premium begins.
3. The date AD&D Insurance terminates under the Group Policy.
4. The date the last period ends for which a premium was paid for your AD&D Insurance.
5. The last day for which premium contributions have been paid following your Written request to terminate your AD&D Insurance for you

LI.AD.OT.1

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 actively at work for your Employer and performing with reasonable continuity the Material Duties of your Own Occupation at your usual place of business, for your Employer. You will be deemed to be Actively At Work if all of the following requirements are met:

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.
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but may also look at the way the occupation is generally performed in the national economy.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted.

LI.AW.OT.1

CONTINUITY OF COVERAGE

Note: If you were insured under the Prior Plan in accordance with §61A.092, as amended, on the day before the effective date of your Employer's coverage under the Group Policy, see Minnesota Extension Of Life Insurance Benefit, item B.

A. Waiver Of Active Work Requirement

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

B. Payment Of Benefit

The benefits payable for your death or dismemberment before you meet the Active Work requirement will be:

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

LI.CC.OT.1

PORTABILITY OF INSURANCE

A. Portability Of Insurance

1. You may be eligible to continue your Insurance as shown in the **Coverage Features** for yourself without submitting Evidence Of Insurability if your insurance under the Group Policy ends because of one of the following Portable Events.

Portable Event means any of the following:

- a. Your employment with your Employer terminates.
 - b. You retire under the Employer's retirement plan.
2. To be eligible, you must satisfy all of the following requirements:
 - a. The amount of any Insurance to be continued must have been continuously in effect for at least 12 consecutive months on the date of your Portable Event. In computing the 12 consecutive month period, we will include time you were insured under the Prior Plan.
 - b. You must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience on the date your employment terminates. If you are unable to meet this requirement, see the **Right To Convert** and **Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.
 - c. You are under age 75.

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

Insurance means your Life Insurance and if you continue your Life Insurance, includes the other Insurance Eligible For Portability as shown in the **Coverage Features**.

All provisions and terms of the Group Policy apply to Insurance continued under this provision except for **Waiver Of Premium**.

B. Application And Premium Payment

To continue Insurance under this provision you must apply in Writing and pay the first Portability Premium to us within 31 days after the date of your Portable Event. We may also charge an administrative fee for Insurance continued under this provision. The Portability Of Insurance Premium rate and Grace Period are shown in the Coverage Features.

C. Amount Of Insurance

You may continue the amount of your Insurance that is ending subject to the minimum and maximum amounts of Insurance eligible for portability as shown in the **Coverage Features**. If you retire under

your Employer's retirement plan, the maximum amount of Insurance you may continue under this provision is reduced by the amount of Life Insurance you retain as a retired Member under the Group Policy.

The amount of Insurance will be reduced or terminated according to the terms of the Group Policy in effect on the day before your Portable Event.

The amount of Accidental Death and Dismemberment Insurance you continue under this provision may exceed the amount of Life Insurance you continue under this provision.

D. For Residents Of Minnesota:

1. Portability Of Insurance

You may continue your Insurance if your **Minnesota Extension of Life Insurance Benefits** with your Employer terminates and you are under age 75.

Insurance means your Life Insurance continued under the Minnesota Extension of Life Insurance Benefit.

2. Application And Premium Payment

To continue Insurance under this provision you must apply in Writing and pay the first Portability Premium to us within 31 days after the date your Minnesota Extension of Life Insurance Benefits terminates. We may also charge an administrative fee for Insurance continued under this provision. The Portability Of Insurance Premium rate and Grace Period are shown in the **Coverage Features**.

3. Amount Of Insurance

You may continue the amount of your Insurance that is ending subject to the minimum and maximum amounts of Insurance Eligible For Portability as shown in the **Coverage Features**. If you retire under your Employer's retirement plan, the maximum amount you may port is reduced by the amount you retain as a retiree under the Group Policy.

The amount of Insurance will be reduced or terminated according to the terms of the Group Policy in effect on the date your Minnesota Extension of Life Insurance Benefits terminates.

E. When Insurance Ends

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

- a. The date it would otherwise have ended under the Group Policy.
- b. The date the last period ends for which we received the required premium payment for your Insurance.
- c. The date you become insured again under the Group Policy as a Member who is actively working for the Employer.
- d. The date you die.
- e. The date you become insured under any other group life insurance plan.
- f. The date the Group Policy terminates.

2. When AD&D Insurance Ends

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

- a. The date your Life Insurance ends.
- b. The date the last period ends for which we received the required premium for your AD&D Insurance.
- c. For any Dependent, the date your Dependent Life Insurance ends.
- d. For any Dependent, the date the last period ends for which we received the required premium for AD&D Insurance for any Dependent.

F. Group Policy Provisions

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

LI.TGP.OT.1

WAIVER OF PREMIUM

A. Waiver Of Premium Benefit

Subject to When Waiver Of Premium Ends below, payment of premium for your Insurance will be waived while you are Totally Disabled if all of the following requirements are met:

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

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

B. Definitions For Waiver Of Premium

1. Insurance means all your insurance under the Group Policy, except AD&D Insurance.
2. Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the Material Duties of any gainful occupation that is available at one or more locations in the national economy for which you are reasonably fitted by education, training and experience.
3. Waiting Period means:
The 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.
4. Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted.

C. Premium Payment

Premium payment must continue until the later of:

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

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

You may be eligible to buy an individual policy of life insurance if your Insurance under the Group Policy ends due to termination of your employment with your Employer during the Waiting Period. See **Right To Convert**.

If you exercise your **Right To Convert** during the Waiting Period, you will not be eligible for **Waiver Of Premium** unless you first surrender to us the converted individual policy of life insurance. The premiums paid for the converted individual policy of life insurance will be refunded. In no event will we pay a benefit for Insurance under both the Group Policy and the individual policy of life insurance purchased under **Right To Convert**.

D. Amount Of Insurance

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

1. If you become Totally Disabled, Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before you become Totally Disabled.
2. If you become insured under a group life insurance plan that replaces the Group Policy while you are eligible for Waiver Of Premium, any death benefit payable under the Group Policy will be reduced by the amount payable under the replacement group life insurance plan.
3. If you receive an Accelerated Death Benefit, Insurance will be reduced according to the **Accelerated Death Benefit** provision. Insurance will be terminated according to the Group Policy provisions in effect on the day before you receive the Accelerated Death Benefit.

E. 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 and Insurance will be payable according to the terms of the Group Policy.

F. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

G. When Waiver Of Premium Ends

Waiver of Premium ends on the earliest of:

1. The date you cease to be Totally Disabled.
2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given.
3. The date you fail to attend an examination or cooperate with the examiner.
4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured.
5. The date you reach age 65.

H. Notice Of Right To Convert

If Insurance continued under **Waiver Of Premium** ends or is reduced, you may be eligible to buy an individual policy of life insurance under **Right To Convert**.

LI.WP.OT.1

ACCELERATED DEATH BENEFIT

A. Accelerated Death Benefit

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

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

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

B. Application For Accelerated Death Benefit

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

C. Amount Of Accelerated Death Benefit

You may receive an Accelerated Death Benefit of up to 80% of your Life Insurance. The maximum Accelerated Death Benefit is \$500,000. The minimum Accelerated Death Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 12 months following the date you apply for the Accelerated Death Benefit, your Accelerated Death Benefit will be based on the reduced amount.

The Accelerated Death 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 Death Benefit, we will not ask you for a refund.

D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Death Benefit will be the amount of your Insurance as if no Accelerated Death Benefit had been paid; minus the amount of the Accelerated Death Benefit.

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

E. Payment Of Premium

If you qualify for Waiver Of Premium, no premium payment is required. Otherwise premiums will be based on the amount of your Insurance in effect before payment of the Accelerated Death Benefit and premium payment must be continued based on the full amount of your Insurance after the payment of the Accelerated Death Benefit.

F. Exclusions

No Accelerated Death Benefit will be paid if any of the following apply:

1. All or part of your Insurance must be paid to your child, 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 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 Death Benefit.
5. You are required by a government agency to use the Accelerated Death Benefit to apply for, receive, or continue a government benefit or entitlement.
6. You have previously received an Accelerated Death Benefit under the Group Policy.

G. Definitions For Accelerated Death Benefit

Insurance means your insurance under the Group Policy identified in the Other Provisions section of the **Coverage Features** as eligible for the Accelerated Death Benefit.

You and your mean the Member.

LI.ADB.OT.1

RIGHT TO CONVERT

A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if all of the following requirements are met:

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

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

B. Definitions For Right To Convert

1. Conversion Period means the 31-day period after the date of any Qualifying Event.
2. Insurance means your Life Insurance under the Group Policy, excluding AD&D Insurance.
3. Qualifying Event means termination or reduction of your Insurance for any reason except:
 - a. The Member's failure to make a required premium contribution.
 - b. Payment of an Accelerated Death Benefit.

C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, the following will apply.

1. You may not convert Insurance which has been in effect for less than 5 years.
2. The maximum amount that may be converted is the lesser of:
 - a. The amount of Insurance which ended.
 - b. \$2,000.

D. The Individual Policy

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

1. A policy with disability, accidental death, or other additional benefits.
2. A policy in an amount less than the minimum amount we issue.

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. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your Qualifying Event.

If you apply for an individual policy of life insurance, and death occurs during the Right To Convert Period, and if you name a Beneficiary in your application that is different from the last Beneficiary you named under the Group Policy, then it will be considered a change of Beneficiary to the person named in the application. The change will take effect on the date of the application.

LI.RC.MN.1

CLAIMS

A. Filing A Claim

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

For **Waiver Of Premium** and **Accelerated Death Benefit**, the letter should include the character and the extent of the occurrence or loss which are being claimed, as required in item C. Proof Of Loss.

Subject to the time period in item B. Time Limits On Filing Proof Of Loss, such letter will constitute notice.

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 the 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 filled 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.

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 the latest date shown below:

1. The date Proof Of Loss is satisfied.
2. The date we receive sufficient information to determine liability, the extent of liability and the appropriate payee legally entitled to benefits.
3. The date that legal impediments to payment of benefits that depend on the action of parties other than us are resolved and sufficient evidence of resolution is provided to us. Legal impediments to payment include, but are not limited to:
 - a. The establishment of guardianships or conservatorships.
 - b. The appointment and qualification of trustees, executors and administrators.
 - c. The submission of information required to satisfy state or federal reporting requirements.

Interest, if applicable, will accrue 30 days from the latest of the dates shown above, continuing up to the date of payment.

Payment made in good faith shall discharge us of liability to the extent of such payment.

F. Notice Of Decision On Claim

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

With respect to **Waiver Of Premium** claims, within 45 days after we receive the claim we will send the claimant: (a) a Written decision on the **Waiver Of Premium** claim; or (b) a notice that we are extending

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

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

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

If we deny any part of the claim, we will send the claimant a Written notice of denial containing the following:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A copy of any internal rule or guideline relied upon in making our **Waiver Of Premium** decision, or a statement that no such rules or guidelines exist.
4. A description of any additional information needed to support the claim.
5. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.
6. Information concerning the claimant's right to a review of our decision.
7. Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA if the claim is denied on review.

G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in Writing:

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

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

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

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

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

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

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

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

If we deny any part of the claim on review, the claimant will receive a Written notice of denial containing the following:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A copy of any internal rule or guideline relied upon in making our **Waiver Of Premium** decision, or a statement that no such rules or guidelines exist.
4. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.
5. Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA. This information will also include a description of any applicable contractual limitations period that applies to your right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim.

The Group Policy does not provide voluntary alternative dispute resolution options. However, you may contact your local U.S. Department of Labor Office and your State insurance regulatory agency for assistance.

LI.CL.OT.1

ASSIGNMENT

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

LI.AS.OT.1

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

1. Except as provided in item 5 below, benefits payable because of your death will be paid to the Beneficiary you named. See B through E of this section.
2. AD&D Insurance Benefits payable for Losses other than Loss of Life will be paid to the person who suffers the Loss for which the benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
3. The Accelerated Death Benefit will be paid to you if you are living.
4. Additional Benefits will be paid as follows:

The Child Care Benefit will be paid to your surviving Spouse. No Child Care Benefit will be paid if you have no Spouse.

The Career Adjustment Benefit will be paid to your surviving Spouse. No Career Adjustment Benefit will be paid if you have no Spouse.

The Higher Education Benefit will be paid annually to each eligible Child. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

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

B. Naming A Beneficiary

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

If you name two or more Beneficiaries in a class:

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

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

Your Beneficiary designations must be the same for Life Insurance and AD&D Insurance death benefits.

Your designation must meet all of the following requirements:

1. You must name or change Beneficiaries in Writing. Writing includes a form Signed by you or a verification from us or our designated agent, the Policyholder or the Policyholder's designated agent, or the Employer or the Employer's designated agent of an electronic or telephonic designation made by you.
2. Must be dated.
3. Must be delivered to us or our designated agent, the Policyholder or the Policyholder's designated agent, or the Employer or the Employer's designated agent, during your lifetime.
4. Must relate to the insurance provided under the Group Policy.

Your designation will take effect on the date it is received by us or our designated agent, the Policyholder or the Policyholder's designated agent, or the Employer or the Employer's designated agent.

If we approve it, a designation which meets the requirements of a Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

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

1. Your spouse.
2. Your children.
3. Your parents.

4. Your brothers and sisters.
5. Your estate.

E. Method Of Payment

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

1. Lump Sum

If the amount payable to a Recipient is less than \$25,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

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

- a. Bears interest at a rate equal to the 13-week Treasury Bill (T-Bill) auction rate, but not to exceed 5%.
- b. Is owned by the Recipient.
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient.
- d. Is fully guaranteed by us.

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.

LI.BB.OT.1

RIGHT TO RECOVERY

If benefits have been overpaid on any claim then full reimbursement to us is required within 60 days of notification to you, your Beneficiary or your estate. If reimbursement is not made then we have the right to do any of the following:

1. Reduce future benefits until full reimbursement is made.
2. Recover such overpayments from you, your Beneficiary or your estate.

Such reimbursement is required whether the overpayment is due to fraud, our error in processing a claim or any other reason.

LI.RR.OT.1

CLAIMANT COOPERATION

If you or your Beneficiary fails to cooperate with us in the administration of your claim, we may close or deny the claim. Such cooperation includes, but is not limited to, providing any information or documentation needed to determine if benefits are payable or the actual benefit amount due.

LI.CLC.OT.1

AGENCY, RELEASE AND INDEMNIFICATION

Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard Insurance Company. The Policyholder, Employer and such individuals have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy. The Policyholder and each Employer hereby release, hold harmless and indemnify Standard Insurance Company from any liability arising from or related

to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agency or employees.

LI.AR.OT.1

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 five years after the adverse decision date.

LI.TL.MN.1

INCONTESTABILITY OF INSURANCE

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

No statement will be used to reduce or deny a claim unless all of the following requirements are met:

1. The insurance would not have been approved for you if we had known the truth.
2. We have given you or any other person claiming benefits a copy of the Signed Written instrument which contains the statement.

We will not use a statement to reduce or deny a claim after your insurance has been in effect for two years during the lifetime of the insured.

LI.IN.MN.1

CLERICAL ERROR, MISSTATEMENT AND AGENCY

A. Clerical Error And Agency

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

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

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

B. 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.
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

C. Misstatement Of Tobacco Use

If a person's death was caused or contributed to by Tobacco use and Tobacco use was misstated, we have the rights in 1 and 2 below.

1. The right to rescind that person's insurance subject to **Incontestability Provisions**. We will return the premium paid for that person's insurance.
2. The right to make an equitable adjustment of benefits. The adjustment will be based on the amount of insurance based on the correct tobacco use status.

Tobacco means electronic cigarettes and any tobacco product including cigarettes, cigars, chewing tobacco, snuff, and pipe tobacco used four or more times a week within the past six months.

L.I.CE.OT.1

DEFINITIONS

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

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work.

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

If you are a Partner, Owner Employee, Sole Proprietor or S-Corporation Shareholder, Annual Earnings means your annual compensation from your Employer during the Employer's prior tax year. If you are a P.C. Partner, Annual Earnings means your annual compensation received by your professional corporation from the Policyholder during the Policyholder's prior tax year. Your annual compensation is determined by adding the following amounts as reported on the applicable Schedule K-1, Schedule C, Form W-2 or S-Corporation federal income tax return:

1. Your ordinary income (loss) from trade or business activities.
2. Your guaranteed payments, if you are a Partner.
3. Your Net profit from business.
4. Your compensation as an officer, salary or wages if you are an S-Corporation Shareholder.

If you are not a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation 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, Owner-Employee, Sole Proprietor or S-Corporation Shareholder.

B. All Other Members

Annual Earnings includes shift differential pay.

Annual Earnings does not include:

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

C. All Members

Annual Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
 - a. An IRC Section 401(k), 403(b), 408(k) or 457 deferred compensation arrangement.
 - 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:

1. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
2. Stock options or stock bonuses.

Child means:

1. Your child from live birth through age 25.
2. Your disabled child who is 26 years of age or older, is your qualifying child as defined by the Internal Revenue Service for whom you or your Spouse claims as a dependent on Federal Income Taxes filed for the preceding calendar year and meets one of the following requirements:
 - a. Has been insured continuously under the Group Policy prior to reaching age 26.
 - b. Who is 26 years of age or older at the time of your initial eligibility under the Group Policy.
3. Child includes any of the following, if they otherwise meet the definition of Child:
 - a. Your adopted child.
 - b. Your stepchild if living in your home.

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

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

Employer means an employer for which coverage under the Group Policy is approved in Writing by us. See **Coverage Features**.

Evidence Of Insurability means an applicant must do all of the following:

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.
4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means this group life insurance policy issued by us to the Policyholder and identified by the Group Policy Number, the Policyholder's attached application, group life insurance Certificates with the same Group Policy Number, and any amendments to the Group Policy or Certificates.

Injury means an injury to the body.

Life Insurance means life insurance under the Group Policy.

Noncontributory means the Policyholder or Employer pays the entire premium for insurance.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

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

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

Sickness means your sickness, illness or disease.

Signed means any symbol or method executed or adopted by you with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law, and authorized or accepted by us.

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

Writing or Written means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law, and authorized or accepted by us.

LI.DF.OT.1

ERISA INFORMATION AND NOTICE OF RIGHTS

The following information and notice of rights and protections is furnished by the Plan Administrator as required by the Employee Retirement Income Security Act of 1974 (ERISA).

A. General Plan Information

The General Plan Information required by ERISA is shown in the **Coverage Features**.

B. Statement Of Your Rights Under ERISA

1. Right To Examine Plan Documents

You have the right to examine all Plan documents, including any insurance contracts or collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. These documents may be examined free of charge at the Plan Administrator's office.

2. Right To Obtain Copies Of Plan Documents

You have the right to obtain copies of all Plan documents, including any insurance contracts or collective bargaining agreements, a copy of the latest annual report (Form 5500 Series), and updated summary plan description upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for these copies.

3. Right To Receive A Copy Of Annual Report

The Plan Administrator must give you a copy of the Plan's summary annual financial report, if the Plan was required to file an annual report. There will be no charge for the report.

4. Right To Review Of Denied Claims

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have the right: a) to know why this was done; b) to obtain copies of documents relating to the decision, without charge; and c) to have your claim reviewed and reconsidered, all within certain time schedules.

C. Obligations Of Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of all Plan participants and beneficiaries. No one, including your employer, your union, 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.

D. Enforcing ERISA Rights

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request Plan documents or the latest annual report 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 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, 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.

E. Additional Procedures For Claims Based on Disability Determinations Filed on or after April 1, 2018

If we deny any part of your claim for a benefit that relies on a disability determination, you will receive a written notice of denial containing a copy of any internal rule or guideline relied upon in making the decision, or a statement that no such rules or guidelines exist. The notice of denial will also include information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.

If all or part of a claim is denied, you may request a review. Before we issue a decision on review for a benefit that relies on a disability decision, we will provide you, free of charge, with any new evidence or rationale considered, relied upon, or generated by us in connection with the claim, and we will provide such new evidence or rationale sufficiently in advance of the decision deadline date to give you a reasonable opportunity to respond prior to that date.

If our review results in a denial of any part of your claim for a benefit that relies on a disability decision, your written notice of denial will contain a copy of any internal rule or guideline relied upon in making the decision, or a statement that no such rules or guidelines exist. The notice of denial will also include information concerning your right to bring a civil action for benefits under section 502(a) of ERISA and a description of any applicable contractual limitations period that applies to your right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim.

F. Plan And ERISA Questions

If you have any questions about the 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 the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 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.

ERISA.OT.1