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Life Group Insurance

Benefit Booklet



**OREGON PUBLIC
EMPLOYEES UNION**

Active SEIU Members

NOTICE

Benefits paid under the accelerated benefits provision will reduce the death benefit payable for life insurance.

Benefits payable under the accelerated benefits provision may be taxable. If so, the Employee or the Employee's beneficiary may incur a tax obligation. As with all tax matters, the Employee should consult with a personal tax advisor to assess the impact of this benefit. Accelerated benefits are not payable if life insurance coverage under the policy is not in force.

Coverage which requires approval of Evidence of Insurability is not valid unless accompanied by a Confirmation Statement from LifeMap Assurance Company. The Confirmation Statement is a letter that verifies the approved benefit level(s) and the effective date(s) of coverage. Coverage will begin on the effective date shown provided the Employee is Actively at Work on that date and the required premium has been paid.

FOREWORD

Life insurance provides individuals and their families with financial protection. The group term life insurance described in this booklet will help safeguard the financial security of the Employee's family in the event of the Employee's death.

The need for life insurance protection depends on individual circumstances and financial situations. The union is providing basic coverage to Employees at no cost and is also offering Employees the opportunity to purchase voluntary coverage.

The following pages describe the main provisions of the group term life plan and the benefits that an Employee may select.

Any insurance benefit described in the following pages will apply if: a) the union has provided this coverage to an Employee at no cost; or b) if the Employee has elected that benefit and has paid the required premium.

TABLE OF CONTENTS

Eligible Classes	4
Effective Date; Termination	6
Conversion Privilege	7
Life Insurance Benefit	8
Schedule of Benefits	8
Schedule of Benefits (continued)	8
Payment of Claims	10
General Provisions	11
Voluntary Life Insurance Benefit	12
Extension Of Employee Voluntary Life Insurance During Total Disability	13
Voluntary Term Life Insurance Accelerated Benefits For Terminal Illness	15
Voluntary Dependent Life Insurance	17
Voluntary Life Insurance Portability	18
Supplemental Information	20
Claim Procedures	21

GROUP INSURANCE BENEFIT BOOKLET

INDIVIDUAL INSURANCE

Policyholder: SEIU LOCAL 503, OREGON PUBLIC EMPLOYEES UNION
Policy Number: OR 048692

ELIGIBLE CLASSES

Eligible Persons

The classes of persons listed below may be covered by the policy:

All active, full-time Employees of the Policyholder.

For the purpose of the policy, wherever the word "Employee" appears it shall mean "SEIU Local 503, Oregon Public Employees Union Member". All references to "you and your" in the policy also mean "Employee".

For the purpose of the policy, wherever the word "Employer" appears it shall mean "Union".

Eligibility for Basic Life

Eligibility begins on the date the individual becomes a Union Member.

Eligibility for Voluntary Life

Coverage is only available to active Members working 40 hours per month. Eligibility begins on the date the membership begins providing the Member is scheduled to work 40 hours per month. If the employee has not worked 40 hours per month prior to becoming a Member and is not scheduled to work 40 hours per month on the date he becomes a Member, then eligibility will begin on the date the Member first becomes scheduled to work 40 hours per month.

Dependent Coverage

Eligible Dependents of Employees may also be covered under the group policy.

Eligible Dependents means the Employee's Children, Spouse or Domestic Partner.

"Children" means the Employee's, Spouse's or Domestic Partner's dependent child who is under age 26, unmarried, not in a domestic partnership and who meets any of the following criteria:

1. a natural child, step child, adopted child or a child legally placed with the Employee, Spouse or Domestic Partner for adoption; or
2. a child for whom the Employee, Spouse or Domestic Partner has court-appointed legal guardianship; or
3. a child for whom the Employee, Spouse or Domestic Partner is required to provide coverage by a legal Qualified Medical Child Support Order (QMCSO).

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

A child born while this policy is in force will be immediately covered as an insured dependent from the moment of birth. An adopted newborn child placed in the Employee's home within 60 days of birth is covered from the date of birth. An adopted child placed in the Employee's home more than 60 days after the date of birth is covered from the date of placement.

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

INDIVIDUAL INSURANCE (continued)

“Spouse” means the Employee’s legal husband or wife.

“Domestic Partner” means a person of the same or opposite sex, who:

1. Shares the Employee’s permanent residence;
2. Has resided with the Employee continuously for at least 6 months and is expected to continue to reside with the Employee indefinitely;
3. Is financially interdependent with the Employee in each of the following ways:
 - a. By holding one or more credit or bank accounts, including a checking account, as joint owners;
 - b. By owning or leasing their permanent residence as joint tenants;
 - c. By naming, or being named by, the Employee as a beneficiary of life insurance or under a will;
 - d. By each agreeing in writing to assume financial responsibility for the welfare of the other;
4. Has signed and filed an Affidavit of Domestic Partnership with SEIU Local 503, Oregon Public Employees Union;
5. Has not signed a domestic partner declaration with any other person within the last 6 months;
6. Is no less than 18 years of age;
7. Is not currently legally married to any other person; and
8. Is not a blood relative any closer than would prohibit legal marriage.

An Employee may be insured against covered loss to a Domestic Partner if all of the following conditions are met:

1. The Employee has not been married to any person within the past 6 months.
2. The Domestic Partner is the only person meeting the Policy’s definition of “Domestic Partner” with respect to the Employee.

To obtain insurance for a Domestic Partner, the Employee must request coverage in writing and agree to make any required premium contribution. Insurance will be effective on the latest of the following dates:

- a. on the effective date shown on his Identification Card if he enrolled within 60 days of his eligibility date, or
- b. on the date his enrollment form is received and approved by us and the first months premium is paid if he enrolls after the 60 days.

The amount of insurance with respect to any Domestic Partner is as shown in the Schedule of Benefits.

Death benefits with respect to any Domestic Partner will be payable to the Employee.

INDIVIDUAL INSURANCE (continued)

Effective Date

Your coverage will begin as follows:

1. Basic Life coverage begins on the first of the month following SEIU's receipt of the first month of active membership dues.
2. Voluntary coverage begins on the latest of the following dates:
 - a) The first day of the month following the date the union receives the application if:
 - 1) application for insurance is made during the 90 day Guarantee Issue Period; and
 - 2) the application is received by the union by the 10th of the month.
 - b) The first day of the second month following the date the union receives the application if:
 - 1) application for insurance is made during the 90 day Guarantee Issue Period; and
 - 2) the application is received by the union after the 10th of the month.
 - c) If Evidence of Insurability is required:
 - 1) the first day of the month following approval of Evidence of Insurability if the union receives notification of approval by the 10th of the month; or
 - 2) the first day of the second month following approval of Evidence of Insurability if the union receives notification of approval after the 10th of the month.
 - d) If coverage is applied for during an Annual Open Enrollment period and Evidence of Insurability is not required:
 - 1) the January 1 immediately following the Annual Open Enrollment.
 - e) If coverage is applied for during an Annual Open Enrollment period and Evidence of Insurability is required:
 - 1) the later of c. above or the January 1 immediately following the Annual Open Enrollment.

If you were absent from work, because of injury or sickness, on the date coverage would otherwise begin, coverage will not begin until you have returned full time to the duties of your work.

Guarantee Issue Period

The 90-day period starting from the first day an individual becomes an Employee of the Employer. If eligible, the Employee can apply for Voluntary Life coverage during the Guarantee Issue Period without submitting Evidence of Insurability. See Schedule of Benefits for more information.

Termination

Coverage will end when any of these things happen:

- a) On the date the group policy is terminated.
- b) On the date you are no longer an SEIU Local 503, Oregon Public Employees Union Member.
- c) On the date you are no longer actively employed. This does not apply if you are:
 - 1) disabled;
 - 2) on a leave of absence not to exceed twelve month(s) provided you self-pay the premium; or
 - 3) on a temporary lay-off from employment, not to exceed twelve month(s) provided you self-pay the premium.
- d) At the end of the period for which any required contribution has been made, if you fail to make a contribution required by the policy.
- e) On the next premium due date when your union no longer participates in the insurance plan.
- f) On the last day of the fourth consecutive month in which you do not work 40 hours per month, which does not apply if disabled or on approved leave of absence.

Termination will not affect a claim which begins while coverage is in force.

Eligibility Dates

You are eligible on the date you become a new member of SEIU Local 503, Oregon Public Employees Union.

INDIVIDUAL INSURANCE (continued)

Contributions

Contributions for your \$2,500 Basic Life Insurance are paid by the Union.

Contributions for your Voluntary coverage are paid by you.

Contributions for your Dependent Voluntary coverage are paid by you.

CONVERSION PRIVILEGE

If coverage ends, for any reason except not paying premiums, any person insured under the policy may apply for an individual life insurance policy without approval of Evidence of Insurability.

An insured person may choose any type of life insurance that Texas Life Insurance Company (Texas Life) issues to persons of their age except term insurance. The amount applied for cannot exceed an amount greater than the amount of coverage in effect under the policy on the date coverage ends.

The policy will not contain disability or other extra benefits.

If the group policy is terminated, an insured person may not convert unless their coverage has been in effect for at least 3 years. In this case, the insured person may not apply for more than \$10,000 of insurance.

To get such a policy, the insured person must:

- a) apply within 31 days after coverage under the policy ends; and
- b) pay the required premium based on:
 - 1) our table of rates for such policies;
 - 2) the insured person's age; and
 - 3) class of risk.

The policy will take effect at the end of this 31-day conversion period. If the insured person dies during this period, then we will pay, as a claim on the group insurance policy, the amount of life insurance that could have been converted. It does not matter whether a conversion policy was applied for or not. If such policy is issued, it will be in exchange for any further benefits from the group policy.

LIFE INSURANCE BENEFIT

If you die while you are covered by the policy, we will pay the life insurance benefit shown in the Schedule of Benefits. We will pay this amount as soon as we receive due proof of your death. This benefit is subject to all of the terms of the Master Policy.

BENEFICIARY

Benefits paid on account of your death will be paid to the beneficiary you have chosen. These terms are set forth in detail under Employee's Death Benefits.

SCHEDULE OF BENEFITS

EMPLOYEE BASIC AND VOLUNTARY LIFE INSURANCE BENEFITS

Classification of Employees: All Covered active Union Members.

**All Active Union Members:
Amount of Basic Life Insurance** \$2,500

**All Active Union Members who meet the 40 hour per month eligibility requirement:
Voluntary Life Benefits Available**

Amount of Voluntary Life Insurance: Increments of \$10,000, from a minimum of \$10,000, to a maximum of \$200,000

Changes in amounts of insurance due to a change in an Employee's classification shall be effective on the first of the month following the date of the classification change. However, if the Employee is not actively at work on the date the amounts of insurance would otherwise increase, the effective date of any increase will be deferred until the day he returns to work.

\$100,000 is Guarantee Issue if applied for within 90 days after first becoming an Employee, provided the Employee meets the 40-hour per month eligibility requirement. All other amounts require approval of Evidence of Insurability. If the Employee is not scheduled to work 40 hours per month during the 90-day Guarantee Issue Period, he can apply for any amount of coverage on the date he first becomes scheduled to work 40 hours per month provided he submits satisfactory Evidence of Insurability. However, during an Annual Open Enrollment the Evidence of Insurability requirement will be waived as follows:

1. Amounts of coverage up to **\$50,000** for Employees not previously enrolled for Voluntary Life Insurance; and
2. Amounts of coverage up to **\$100,000** for Employees previously enrolled for less than \$100,000 of Voluntary Life Insurance.

All other amounts applied for during an Annual Open Enrollment require approval of Evidence of Insurability.

Annual Open Enrollments will be held from October 1 to October 31 of each year, and coverage applied for during an Annual Open Enrollment will be effective January 1.

NOTE: If eligibility for coverage is lost due to a reduction in hours worked and eligibility for coverage is later regained, all coverage options require Evidence of Insurability.

SCHEDULE OF BENEFITS

(Continued)

DEPENDENT VOLUNTARY LIFE INSURANCE BENEFITS

Dependent Spouse	Increments of \$10,000, from a minimum of \$10,000 to a maximum of \$200,000	
Dependent Child Age at Death: Birth to 26 years of age	OPTION 1 \$5,000	OPTION 2 \$10,000

You must be approved for Voluntary Life coverage in order for your Spouse to be eligible for Spouse Voluntary Life coverage.

\$40,000 Spouse/Domestic Partner coverage is Guarantee Issue if applied for during the 90-day Guarantee Issue period. All other amounts require approval of Evidence of Insurability. If coverage is not applied for during this 90-day Guarantee Issue period, approval of Evidence of Insurability is required for all amounts of coverage including the Guarantee Issue amount. However, the Evidence of Insurability requirement will be waived for **\$20,000** if applied for during an Annual Open Enrollment.

When you are approved for Voluntary Life coverage you may elect Option 1 or Option 2 coverage for your Dependent Children. Both coverage Options are Guarantee Issue if applied for during the 90-day Guarantee Issue period. Otherwise, approval of Evidence of Insurability is required. However, the Evidence of Insurability requirement will be waived for **\$10,000** of Spouse/Domestic Partner coverage and **\$10,000** Dependent Children coverage if applied for during an Annual Open Enrollment, provided you are enrolled for Voluntary Life Insurance.

All Voluntary Term Life benefits terminate when the insured employee is no longer eligible or retires, whichever occurs first.

PAYMENT OF CLAIMS

Notice of Claim

If any covered loss occurs or begins, you must send written notice of claim to SEIU Local 503, Oregon Public Employees Union within 30 days, or as soon as reasonably possible. The notice should state the policy number and your name. This notice should be sent to SEIU Local 503, Oregon Public Employees Union Benefits Department, P.O. Box 12159, Salem, Oregon 97309-0159.

Proof of Loss

The claim forms must be sent back to us no more than 90 days after a covered loss occurs, or as soon after that as is reasonably possible. If we have not provided claim forms within 15 days after your notice of claim, send us other proof of loss by the date claim forms are due. This proof of loss should include written proof of the occurrence, type and amount of loss.

When Paid

Claims will be paid as soon as we receive due proof of loss.

Payment of Claims: Employee's Death Benefits

Benefits paid on account of your death will be paid to the beneficiary you have chosen. This choice must be in writing and filed with the Policyholder. You may change the beneficiary by sending the Union written notice. You do not need the beneficiary's consent.

No selection or change of beneficiary will take effect unless it has been duly filed; but if it is so filed it will take effect on the date you signed it, even if you die before it is filed. Any payment we make before it is filed fulfills our duty to pay that amount.

If a beneficiary dies before you, his interest will end; his share will be paid in equal shares to the other beneficiaries, if there are any. This does not apply if other arrangements have been made.

If you have not chosen a beneficiary, or if there is no beneficiary alive when you die, we will pay benefits:

- 1) to your spouse or domestic partner, if living (See definition of Domestic Partner on page 5).
- 2) If not, in equal shares to your living children.
- 3) If there are none, in equal shares to your living parents.
- 4) If there are none, in equal shares to your living brothers and sisters.
- 5) If there are none, to your estate.

If a beneficiary is a minor, or cannot give a valid release, we will pay his duly appointed guardian or committee, if payment is requested.

Optional Modes of Settlement

Instead of a lump sum payment, you (while living) or the beneficiary (after your death) may choose installment payments from one of the settlement options we are then offering. You may at any time before your death revoke or change your choice. Any such choice must be in writing.

Payment of Claims: Other Benefits

All other benefits will be paid to you, if you are living. Otherwise we will pay your estate. In that case we may pay up to \$1,000 to a relative by blood or marriage who we in good faith believe is entitled to it.

GENERAL PROVISIONS

Incontestable

We may not contest the group policy after it has been in force for 2 years, except for non-payment of premiums. We may not use statements made by a person which relate to whether or not he is insurable:

- a) if they are not in an application signed by him, a copy of which has been given to him; or
- b) after he has been covered for 2 years during his lifetime.

Except in case of fraud, such statements are representations and not warranties.

Clerical Errors

A person's coverage will not be affected by error or delay in keeping records of insurance under the policy. If such an error or delay is found, the premium will be adjusted fairly.

Misstatement of Facts

If a fact which affects a person's coverage has not been correctly reported, the correct information will be used to judge whether coverage is in force, and in what amount.

Your insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts. This does not apply where it is contrary to law.

Examination Of The Policy

You may examine the Master Policy at the office of the Policyholder or the administrator.

ADDITIONAL PROVISIONS

(Accident)

Autopsy

We may also request an autopsy in case of death where it is not forbidden by law.

Legal Actions

No one may sue for benefits less than 90 days after due proof of loss is submitted, nor more than 3 years after the date claim forms are due.

Not in Lieu Of Worker's Compensation

The policy is not in lieu of and does not affect requirements for coverage under Worker's Compensation laws.

VOLUNTARY LIFE INSURANCE BENEFIT

We will pay the Voluntary Life Insurance benefit if you die while covered for this benefit. The amount of this benefit is shown in the Schedule of Benefits. We will pay this amount as soon as we receive due proof of your death.

Annual Open Enrollment

A 30-day period once per policy year to be determined by the Employer.

Beneficiary

This benefit will be paid to your beneficiary. These terms are set forth in detail under Employee's Death Benefits.

Eligible Classes

You may be covered for this benefit if you are in one of the eligible classes set forth under Eligible Persons.

Enrollment

You may enroll for this benefit by making a written request on forms supplied by us, and by agreeing to pay the required premium contribution.

Evidence Of Insurability

A statement or proof of an individual's medical history which we will use to determine if the individual is approved for insurance.

Effective Date

Coverage will begin on the latest of the following dates:

- a) The first day of the month following the date the Employer receives the application if:
 - 1) application for insurance is made during the 90-day Guarantee Issue period; and
 - 2) the application is received by the Employer by the 10th of the month.
- b) The first day of the second month following the date the Employer receives the application if:
 - 1) application for insurance is made during the 90-day Guarantee Issue period; and
 - 2) the application is received by the Employer after the 10th of the month.
- c) If Evidence of Insurability is required:
 - 1) the first day of the month following approval of Evidence of Insurability if the Employer receives notification of approval by the 10th of the month; or
 - 2) the first day of the second month following approval of Evidence of Insurability if the Employer receives notification of approval after the 10th of the month.
- d) If coverage is applied for during an Annual Open Enrollment period and Evidence of Insurability is not required:
 - 1) the January 1 immediately following the Annual Open Enrollment.
- e) If coverage is applied for during an Annual Open Enrollment period and Evidence of Insurability is required:
 - 1) the later of c. above or the January 1 immediately following the Annual Open Enrollment.

Termination

This coverage will end when you are no longer in a class eligible for this benefit. This is in addition to the termination provisions set forth under the Termination section.

Guarantee Issue Amount

The amount of insurance an individual is eligible to receive without submitting Evidence of Insurability.

Suicide Exclusion

The Voluntary Term Life benefit will not be paid for death resulting from suicide, intentionally self-inflicted injury, or any attempt to injure oneself while sane or insane during the first year of coverage.

This benefit will be paid only if the benefit is selected and the required premiums are paid.

EXTENSION OF EMPLOYEE VOLUNTARY LIFE INSURANCE DURING TOTAL DISABILITY

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

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

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

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

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

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

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

A. QUALIFYING FOR EXTENDED INSURANCE

To qualify for extended insurance, you must:

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

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

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

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

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

B. AMOUNT OF EXTENDED INSURANCE

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

C. IF THE INSURED DIES

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

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

D. WHEN EXTENDED LIFE INSURANCE ENDS

Extended Life Insurance will end on the earliest date you:

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

E. CONVERSION RIGHTS

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

VOLUNTARY TERM LIFE INSURANCE ACCELERATED BENEFITS FOR TERMINAL ILLNESS

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

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

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

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

A. BENEFIT AMOUNT AND BENEFIT COST

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

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

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

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

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

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

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

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

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

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

B. CONDITIONS

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

1. The written consent of any assignee or irrevocable beneficiary must be given to us.
2. The Accelerated Benefit is available on a voluntary basis only, therefore you are not eligible for this benefit if:
 - a. you are required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise; or
 - b. you are required by a government agency to use this option in order to apply for, obtain or keep a government benefit or entitlement.

3. In the event you die after a request is made, but before the Accelerated Benefit is paid:
 - a. the Accelerated Benefit is not payable; and
 - b. the Voluntary Life Insurance Proceeds of the policy will be paid to the Beneficiary as if no request had been made.
4. The Accelerated Benefit is not available to retirees.

C. INDEPENDENT MEDICAL OPINION

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

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

D. EFFECT ON LIFE AMOUNT

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

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

E. WAIVER OF PREMIUM

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

VOLUNTARY DEPENDENT LIFE INSURANCE

Eligible Dependents

The classes of dependents described under Eligible Persons may be covered by the policy. Your dependents may only be covered while you are covered.

As used in this section:

“Dependent” means only a dependent eligible to be covered by the policy. “Covered Dependent” means a dependent covered by the policy, according to the terms set forth below.

Enrollment

You may enroll Dependents by making a written request on forms supplied by us, and by agreeing to pay the required premium contribution.

Contributions

Premium contributions are required to cover your Dependents.

Effective Date

Insurance will take effect on the policy effective date, for all Dependents who have been enrolled by then.

Coverage will begin on the latest of the following dates:

- a) The first day of the month following the date the Employer receives the application if:
 - 1) application for insurance is made during the 90-day Guarantee Issue period; and
 - 2) the application is received by the Employer by the 10th of the month.
- b) The first day of the second month following the date the Employer receives the application if:
 - 1) application for insurance is made during the 90-day Guarantee Issue period; and
 - 2) the application is received by the Employer after the 10th of the month.
- c) If Evidence of Insurability is required:
 - 1) the first day of the month following approval of Evidence of Insurability if the Employer receives notification of approval by the 10th of the month; or
 - 2) the first day of the second month following approval of Evidence of Insurability if the Employer receives notification of approval after the 10th of the month.
- d) If coverage is applied for during an Annual Open Enrollment period:
 - 1) the later of c. above or the January 1 immediately following the Annual Open Enrollment.

If the Dependent cannot perform the normal activities of a person of his age and sex on the date his coverage would otherwise begin, his coverage will not begin until he is so able.

Termination

A Covered Dependent’s coverage will end when any of these things happen:

- a) When your coverage ends.
- b) When the Dependent is no longer in an eligible class.
- c) At the end of the period for which a contribution has been made, if you fail to make a contribution for the dependent’s coverage required by the policy.
- d) A dependent’s coverage will continue for a period of 6 months, without payment of premium, if the employee dies.

Conversion Privilege

The Conversion Privilege shall also apply to your Covered Dependents.

Voluntary Life Insurance Benefit

If a Covered Dependent dies we will pay the Dependent Voluntary Life Insurance benefit shown on your Confirmation Statement. We will pay this amount as soon as we receive due proof of his death. This benefit is subject to all of the terms of the Master Policy.

Beneficiary

Voluntary Life Insurance benefits paid on account of the death of a Covered Dependent will be paid to you, if you are living. If not, we will pay the Covered Dependent’s estate. This does not apply if other arrangements have been made.

**This benefit will be paid only if the benefit is shown on your Confirmation Statement
and the required premiums are paid.**

VOLUNTARY LIFE INSURANCE PORTABILITY

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

A. ELIGIBILITY

To qualify for Portability, the employee and/or spouse must:

1. be insured for Voluntary Life Insurance under the policy immediately before electing Portability; and
2. be under age 65; and
3. be terminating coverage for reasons other than:
 - a. disability; or
 - b. a military leave of absence that extends beyond 30 days; or
 - c. retirement; or
4. cease to be in an eligible class for reasons other than disability; and
5. submit a Request for Portability of Voluntary Life Insurance form with payment of the first premium within 31 days of the date coverage ends under the policy.

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

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

B. LIFE BENEFIT

The amount of Voluntary Life Insurance that may be ported is the amount in force on the day coverage would otherwise have ended under the policy. However, the employee may choose to continue a lesser amount in multiples of \$1,000. The minimum amount available to port is \$10,000.

The amount of insurance that may be ported for insured Dependents is the amount in force on the day coverage would otherwise have ended under the policy.

C. LIMITATIONS

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

D. PREMIUM

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

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

E. TERMINATION OF PORTABILITY COVERAGE

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

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

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

SUPPLEMENTAL INFORMATION
FOR
SEIU LOCAL 503, OREGON PUBLIC EMPLOYEES UNION
MEMBER-LIFE PLAN

required by the Employee Retirement Income Security Act of 1974

The following information together with the information contained in the benefit booklet to which this supplement is attached constitute the Summary Plan Description required by the Employee Retirement Income Security Act of 1974.

The Plan is established and maintained by: **SEIU LOCAL 503, OREGON PUBLIC EMPLOYEES UNION
1730 Commercial St. SE, Salem, Oregon 97302-5167.**

The Employer Identification Number (EIN) is: **93-0323147**

The Plan Number is 503.

- a. This life plan is administered directly by the Plan Administrator with benefits provided
- b. in accordance with the provisions of the group insurance contract, OR 048692,
- c. issued by LIFEMAP ASSURANCE COMPANY.

The Plan Administrator is: **SEIU LOCAL 503, OREGON PUBLIC EMPLOYEES UNION
1730 Commercial St. SE, Salem, Oregon 97302-5167.**

All Plan administration is done at: **1730 Commercial St. SE
Salem, Oregon 97302-5167.**

The Plan Administrator has authority to control and manage the operation and administration of the Plan.

The agent for service of legal process is: **The Plan Administrator**

This Plan of benefit financed by: **Free member life financed by SEIU Local 503, Oregon Public
Employees Union.
Voluntary life financed by employee/member.**

Date of the end of the Plan Year: **December 31**

For a description of the eligibility requirements of the plan, the amount and type of benefits available, the circumstances under which benefits under the plan are not available or may terminate, please refer to the attached benefit booklet.

Plan Termination

The right is reserved in the plan for the SEIU Local 503, Oregon Public Employees Union Board of Directors to terminate, suspend, withdraw or amend the plan in whole or in part at any time, subject to the applicable provisions of the Group Insurance Policy. Your rights upon termination or amendment of the plan are set forth in your benefit booklet.

CLAIM PROCEDURES

Filing a Claim for Benefits

When you are reasonably sure that you are eligible to receive benefits under this plan, you may request a claim form from SEIU Local 503, Oregon Public Employees Union Benefits Department. All claims submitted to the Insurer must be on forms provided by the Insurer (unless forms are not currently available), in which case you may simply supply the appropriate party with a written statement outlining proof and extent of loss.

Complete the claim form according to directions and return the claim form to SEIU Local 503, Oregon Public Employees Union Benefits Department.

From the date your notice of claim is returned, the insurance company has 90 days in which to review the claim to determine whether or not benefits are payable in accordance with the terms and provisions of the Group Policy. Under special circumstances the Insurance Company may require an extension of this 90 day period in which case you will receive written notice from the insurance company, prior to the end of the initial 90 days, informing you of the need for an extension. This extension period allows the insurance company an additional 90 days to review your claim. During this period the insurance company may require a medical examination, at its own expense, or additional information in order to make a determination on your claim. If additional information is required you will receive a request, in writing, specifying the nature of the information needed and an explanation as to why it is needed. If a medical examination is necessary you will be given the time of appointment and the doctor's name and location. It is important to keep any appointments made since rescheduling exams will delay the claim process.

If you are not notified of the claim status within 90 days and you have not been notified that the extension period has been applied, you may request a review of your claim by following the procedure outlined under "Claim Review Procedure".

Once your claim has been approved, you will receive the appropriate benefit from the Administrator.

What if your Benefits are denied?

If your claim for benefit is denied in whole or part, you will receive written notice of such denial within the 90 day period stated above (or 180 days if the extension period is required).

Each written notice of denial shall set forth:

- 1) the specific reason(s) for the denial of the claim;
- 2) a specific reference to the provision(s) of the Group Policy upon which the denial is based; and
- 3) notice of your right to have the denial reviewed by the Insurance Company.

Claim Review Procedure

If you receive a written notice of denial, you or your duly authorized representative may request a review of the claim by giving a written notice to the Insurance Company. This request for a review must be made to the Plan Administrator within 60 days of the receipt of denial by the Insurance Company. If such request is not made within 60 days you will be deemed to have waived your right to a review by the Insurance Company.

CLAIMS PROCEDURES (Continued)

Once the Insurance Company receives a request for a review, a prompt review of the claim must take place. You or your authorized representative have the right to review documents that might have a bearing on the claim including the documents which establish and control the plan, and to submit issues and comments that you feel might affect the outcome of the review.

Upon completion of a full and complete review, the Insurance Company will notify you in writing of the results, citing plan provisions that control the decision. The Insurance Company has 60 days to notify you of their decision unless special circumstances require an extension of time. If an extension is required, the Insurance Company shall notify you of the need for an extension before the end of the initial 60 day period for completing the review procedure. This means that the Insurance Company will have an additional 60 days to notify you of their decision on your denied claim.

Statement of ERISA Rights

As a participant in the SEIU Local 503, Oregon Public Employees Union Member-Life Plan you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974. All plan participants are entitled to:

- a. Examine, without charge, at the Plan Administrator's office, 1730 Commercial St. SE, Salem, Oregon all plan documents including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan with the U.S. Department of Labor such as annual reports and plan descriptions.
- b. Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator who may make a reasonable charge for the copies.
- c. Receive a summary of the plan's annual financial report which the law requires the Plan Administrator of certain plans to provide to each plan participant.

(Unless there are reasons beyond the control of the Plan Administrator, materials that you request should be received within 30 days. If they are not, you may file suit in federal court. The court may require the Plan Administrator to pay up to \$110 for each day's delay until the materials are received.)

- d. Receive a written explanation of the reasons why your claim for benefits has been denied in whole or part and a review and reconsideration of your claim.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan.

These people are called "fiduciaries", and they must act prudently and with the sole interests of you and other participants in mind.

No one, not even your employer, may fire you or discriminate against you in order to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

If you are improperly denied a welfare benefit in whole or in part, you may file suit in a federal or state court. If you believe plan fiduciaries are misusing plan funds, or if you are discriminated against for asserting your rights, you may request 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, but if you lose you may be required to pay the cost and fees; for example, if the court finds that your claim is frivolous.

If you have any questions about your plan contact your Plan Administrator. If you have any questions about this statement, or your rights under ERISA you should contact the nearest Area Office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefit Administration, U.S. Department of Labor, 200 Constitution Avenue N.W. Washington, D.C. 20210.

While ERISA requirements are established by federal law and regulation, SEIU Local 503, Oregon Public Employees Union has always attempted to provide its employees with welfare plans that meet the same high standards imposed by the law. We are pleased that the law will enable better application of these standards.



LifeMap Assurance Company®
200 SW Market Street
P.O. Box 1271, M/S E8L
Portland, OR 97207-1271
(800) 794-5390

This Endorsement is effective April 1, 2008.

STATE CERTIFIED DOMESTIC PARTNER ENDORSEMENT

The Policy or Certificate to which this endorsement is attached is amended as follows:

Definition Change. The Definition of “Spouse” shall include state certified domestic partners.

Eligibility for Children of State Certified Domestic Partners. If your Policy provides coverage for Dependents, the children of state certified domestic partners shall be eligible for coverage under the same terms and conditions as children of a Spouse.

Termination of Domestic Partnership. In the event the domestic partnership terminates, the same termination rules that apply for divorce shall apply for termination of the domestic partnership.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

LIFEMAP ASSURANCE COMPANY

Assistant Secretary

A handwritten signature in black ink, appearing to read "D. Murphy".

President

A handwritten signature in black ink, appearing to read "C.G. Rife".

CONVERSION ENDORSEMENT

This endorsement is attached to and replaces the **CONVERSION** provision of the Group Policy and Certificate of Coverage and is effective on January 1, 2017, or the effective date of the Policy, whichever is later.

CONVERSION

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

Subject to the conditions which follow, any person insured under this Policy may convert all or part of this coverage to an individual life insurance policy issued by Gerber Life Insurance Company (herein called Gerber Life) without Evidence of Insurability. Time served under this Policy will apply to the incontestability and suicide exclusion provisions of the conversion policy issued by Gerber Life.

A. ELIGIBILITY FOR CONVERSION

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

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

B. TIME LIMIT FOR CONVERSION

An individual life insurance policy will be issued only if the insured person gives Gerber Life a written request to convert within 31 days of the date his or her coverage ends under this Policy.

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

C. CONVERSION POLICY BENEFITS

The conversion policy will be on an individual plan of life insurance offered by Gerber Life, except term insurance and will not include any disability benefits. Premium rates for the conversion policy will be based on:

1. the person's gender and age at the date of issue of the whole life policy; and
2. the premium rates then in use by Gerber Life.

The face amount of the conversion policy must be at least \$1,000 and may not exceed the amount of group life insurance in force under this Policy on the last day of coverage.

D. CONVERSION WHEN THIS POLICY TERMINATES

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

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

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

E. IF THE INSURED PERSON DIES

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

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

F. PROTECTING THE RIGHT TO EXTENDED INSURANCE

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

LIFEMAP ASSURANCE COMPANY

**SEIU Local 503, OPEU
P.O. Box 12159
Salem, Oregon 97309-0159
(503) 581-1505
(800) 452-2146**

**Underwritten by:
LIFEMAP ASSURANCE COMPANY**

Active SEIU Members
OR 048692
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