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**CERTIFICATE OF INSURANCE
GROUP TERM LIFE
VOLUNTARY GROUP TERM LIFE**

ACCELERATED DEATH BENEFIT FOR GROUP LIFE COVERAGE

Policyholder: SEIU Local 503, Oregon Public Employees Union
Policy Number: 50059083
Effective Date: January 1, 2025
Class: All Active Full-Time Employees of the Policyholder
State of Issue: Oregon

This Certificate is a part of the Policy and replaces any other that We may have issued to the Policyholder. You are insured for the benefits described in this Certificate, subject to the provisions of this Certificate.

READ THE CERTIFICATE CAREFULLY. INSURANCE BENEFITS MAY BE SUBJECT TO CERTAIN REQUIREMENTS, REDUCTIONS, LIMITATIONS AND EXCLUSIONS. IF AN ACCELERATED DEATH BENEFIT IS PAID, THE DEATH BENEFIT AND ANY APPLICABLE PREMIUM PAYMENTS WILL BE REDUCED.

THIS CERTIFICATE EXCLUDES FROM COVERAGE ANY LOSS CAUSED DIRECTLY OR INDIRECTLY BY BEING EXPOSED TO ANY ACT OF WAR, DECLARED OR UNDECLARED, OR SERVING IN ANY OF THE ARMED FORCES

If the terms and provisions of the Certificate differ from the Policy, the Policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the Policy but shall not be less than those stated in this Certificate. You may inspect a copy of the Policy upon request to the Policyholder.

Any provision of this Certificate that conflicts with the applicable law, will be amended as of the effective date of such law or the date of this Certificate (whichever is later), to comply with the minimum requirements of such law.

The Policy is delivered in and is governed by the laws of the state of issue shown above, and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

For purposes of Effective Dates and ending dates under the Policy, all days begin at 12:00 A.M. and end at 12:00 A.M., local time, at the Policyholder's place of business in the state or jurisdiction where the Policy is issued.

Secretary

President

NON-PARTICIPATING

INSURANCE DEPARTMENT CONTACT INFORMATION

Division of Financial Regulation

350 Winter St. NE

Salem, OR 97301

Phone: 888-877-4894 (toll-free)

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SCHEDULE OF INSURANCE

This is a brief overview of Your benefits in the event of Your death or any other covered loss. These benefits are described further in the Certificate, along with other important information about Your coverage.

Defined terms are capitalized when used throughout the Certificate and can be located in the Definitions section of the Certificate.

Policyholder: SEIU Local 503, Oregon Public Employees Union

Policyholder Address: 1730 Commercial St. SE Salem, OR 97302

Policyholder Telephone Number:

Policy Number: 50059083

Certificate Effective Date: January 1, 2025

Annual Enrollment Date: January 1 of each year

Eligible Class: Class 1: All Active Full-Time Employees of the Policyholder

Full-Time Employment Requirements: Minimum number of hours required is determined by the Policyholder.

Employee Waiting Period:

The Waiting Period is determined by the Policyholder.

Policy Benefits:

Non-Contributory: Group Term Life,

Contributory: Voluntary Group Term Life

Class # 1		
Non-Contributory Benefit	Benefit Amount	Benefit Reduction Schedule
Employee Basic Life	Flat amount: \$2,500	Terminates at the earlier of retirement or loss of eligibility. Benefits do not reduce.

Class # 1		
Contributory Benefit	Benefit Amount	Benefit Reduction Schedule
Employee Voluntary Life	The amount elected by You on Your Enrollment Form. Elected in \$10,000 increments up to a maximum of \$200,000.	Terminates at the earlier of retirement or loss of eligibility. Benefits do not reduce.
Spouse Voluntary Group Life	The amount elected by You on Your Enrollment Form. Elected in \$10,000 increments up to a maximum of \$200,000.	Terminates at Employee. loss of eligibility or retirement, whichever occurs first. Benefits do not reduce.
Child Voluntary Group Life	\$5,000 or \$10,000 as elected by You on Your Enrollment Form.	Child coverage does not reduce. Child coverage terminates at loss of eligibility or age 26.

If a Covered Person is eligible for and elects any amount in excess of the Guaranteed Issue amount shown below, the Employee must furnish Evidence of Insurability, which is subject to Our approval. In this instance, The Policyholder is responsible for transmitting the requisite list of Employees that have selected coverage over Guaranteed Issued to Us. This information must be provided within 60 days of the Employee's election.

Class # 1 Guaranteed Issue Amounts

Benefit	Guaranteed Issue Amounts
Employee Basic Life	\$2,500
Employee Voluntary Life	\$100,000
Spouse Voluntary Dependent Life	\$40,000
Children Voluntary Dependent Life	\$10,000

You may increase Your, Your Spouse, or Your Dependent Voluntary Group Term Life amount of coverage at each Annual enrollment up to the Guaranteed Issue amount without Evidence of Insurability.

Group Basic - Voluntary Term Life Features	
Features	Benefit Feature Amount
Accelerated Death Benefits: For You and Your Dependents	80% up to \$250,000
Portability Option: For You and Your Dependents	Voluntary Life:
Conversion Option: For You and Your Dependents	Basic Life: Voluntary Life:

DEFINITIONS

The following terms are used throughout the Certificate. Defined terms are capitalized throughout the Certificate. The terms listed, if used, will have these meanings:

Actively at Work or Active Work means You are performing all of the usual and customary duties of Your Job for earnings. This may be done at the Employer's place of business, an alternate place approved by the Policyholder or a place to which the Employer's business requires You to travel. Commissioners, Directors, Elected Officials, Appointed Officials and other individuals designated by the Policyholder of the organization are not considered Eligible Persons Actively at Work.

If You are not working on a day Your coverage would otherwise take effect, You will be considered to be at Active Work on that day if:

1. when that work day begins, it would be reasonable to expect that You would be physically and mentally able to complete a week of work in Your occupation; and
2. You are not disabled; and
3. Your contract of employment, if applicable, remains active; and
4. You are not on an unapproved, administrative or disciplinary leave.

You will be considered Actively at Work on weekends or during Policyholder approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

Annual Enrollment means the event where You may enroll in voluntary coverage if You have completed the waiting period, the policy changed to include Your class, or if You became a member of an Eligible Class for coverage. Any amounts exceeding the in force Guaranteed Issue amount will be subject to satisfactory Evidence of Insurability.

If You did not apply for coverage during the first annual enrollment period following Your eligibility date, You will not be required to submit satisfactory Evidence of Insurability up to the Guaranteed Issue amount. If You were previously denied coverage, You will be subject to Evidence of Insurability.

Application means the document pertaining to the plan of insurance applied for by the Policyholder. This document is attached to the Policy.

Beneficiary means the person or entity You choose to receive Your life insurance benefits at Your death in accordance with the beneficiary provisions of the Certificate. You may not designate Your Employer as Your Beneficiary.

Certificate means this document prepared by Us which describes the Covered Person's benefits and rights under the Policy, and which includes any riders, endorsements, amendments, applications, notices or other attachments to the Certificate.

Child or Dependent Child or Children means Your biological/natural child, legally adopted child, child placed for adoption, stepchild, foster child, child to which You are a party in a suit to seek adoption or are the legal guardian of, or a Child for who are required to provide coverage by a legal Qualified Medical Child Support Order (QMCSO) and any other child required to be covered under the civil union, domestic partnership, marriage or other family or domestic relations laws of the state where the Policy is delivered or issued for delivery or other Children in whose lives the Employee or the Employee's Spouse has an insurable interest who is under the age of 26.

Child also includes a disabled Child, as defined in the Continuation of Coverage for a Disabled Child section, insured under this Policy before reaching age 26.

Child does not include persons:

1. Not born alive.

Child Care Center means a facility which:

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

A Child Care Center does not include:

1. a hospital;
2. a child's home; or
3. care provided by any facility during normal school hours while a child is attending grades one through twelve except in the case of a disabled Child if already covered under the Policy.

Civil Union Partner means a person who has entered into a legal Civil Union Partnership with You as recognized by Your state government.

Civil Union Partnership means a legal relationship between two people providing all of the legal obligations, responsibilities, protections and benefits that the laws of Your state grants to married couples.

Complications of Pregnancy mean:

1. any of the following conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as: acute nephritis, pyelitis of pregnancy, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, physician prescribed rest during the period of pregnancy, morning sickness and similar conditions associated with the management of a difficult pregnancy not constituting a condition which is medically classified as a distinct complication of pregnancy;
2. an extra-uterine pregnancy;
3. a complication that requires intra-abdominal surgery after termination of pregnancy;
4. a miscarriage;
5. a non-elective caesarean section;
6. an ectopic pregnancy that is terminated;
7. a spontaneous termination of pregnancy that occurs when a viable birth is not possible;
8. placenta previa, placenta abruptio or premature rupture of membranes;
9. pernicious vomiting of pregnancy (hyperemesis gravidarum); and/or
10. toxemia (eclampsia OR preeclampsia).

Contributory means You pay part or all of the cost for Your and Your Dependent's coverage.

Covered Person means an eligible Employee as defined by the Policyholder whose insurance coverage has become and remains effective under all the conditions and provisions of the Policy.

Dependent means an Eligible Person who is Your Spouse or Your Child.

A Dependent is not a Person:

1. also insured as an Employee of Your Employer;
2. also insured as a Dependent of another Employee of the Policy; or
3. on active Military Service of any country or international authority.

Military Service does not include weekend or summer training for the National Guard or Reserves of the United States.

Effective Date means the date the Policy provides coverage for members of an Eligible Class.

Eligibility Date means the date or dates an Employee in an Eligible Class become eligible for insurance under this Policy. Classes eligible for insurance are shown in the Schedule of Benefits

Eligible Class means the group(s) of Employees who have met the criteria selected by the Policyholder for eligibility for coverage under the Policy.

Eligible Person means a person who:

1. is a citizen of the United States or Canada who either:
 - a. resides in the United States or Canada; or
 - b. resides outside the U.S. or Canada for a period of less than 6 month's per year; and
 - c. works for a United States company at a job site in the United States; and
 - d. is not in active, Military Service; or
2. is a foreign national residing in the U.S. who:
 - a. is legally permitted to work in the U.S., or the Dependent of such a person if covered as a Dependent; and
 - b. participates in U.S. Social Security; and
 - c. is covered by Workers' Compensation.

Employee means an Eligible Person:

1. directly employed in the normal business of the Employer, and
2. paid for services by the Employer; and
3. Actively at Work for the Employer.

Employer means a company, corporation, partnership, school, government, association, or organization where You are Actively at Work, and includes any division, subsidiary, or Affiliate named in the Policy.

Enrollment Form means the paper, electronic or telephonic media used to enroll Your benefits under this Policy, and which is consistent with applicable law and has been approved by Us.

Evidence of Insurability means a statement of health and medical history, which is used to determine approval for coverage or an increase in coverage.

Family and Medical Leave of Absence means a Leave of Absence for:

1. The birth, adoption or foster care of a Child;
2. The care of Your Child, Spouse or parent who has a serious health condition; or
3. Your own serious health condition.

As those terms are defined by the federal Family and Medical Leave Act of 1993 and any amendments, or by applicable state law.

Full-Time means Actively at Work for Your Employer as indicated in the Schedule of Insurance for Full-Time employment.

Guaranteed Issue means the maximum amount of insurance available under this Policy without Evidence of Insurability.

Home Office means the principal office of USABLE Life in Little Rock, Arkansas or authorized agencies.

Hospital means a facility supervised by one or more licensed Physicians which is licensed, accredited and operated under state and local laws. It must have 24-hour nursing service by registered graduate

nurses. It may specialize in treating alcoholism, drug addiction, chemical dependency, or mental disease, but it cannot be a rest home, convalescent home, or a home for the aged.

Injury means Accidental Bodily Injury that may be sustained independent of sickness and that occurs on or after the policy effective date and while the policy is in force.

Irrevocable Beneficiary means a named beneficiary whose rights to the Employee's life insurance proceeds are vested and whose rights cannot be cancelled by the Employee unless the irrevocable beneficiary consents.

Job or Jobs means the Job that a Covered Person was performing on the day prior to the Covered Person's loss.

Material Duties mean the sets of tasks or skills generally required by employers from those engaged in an occupation. We will consider one material duty of Your occupation to be the ability to work for the Employer on a basis as defined in the Policy.

Military Leave means a Leave of Absence that:

1. is subject to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), and any amendments to it; and
2. is taken in accord with Your Employer's leave Policy and the federal USERRA law; and
3. does not exceed the period required by that law.

Military Service means performance of duty on a voluntary or involuntary basis in a Uniformed Service including:

1. Active duty;
2. Active duty for training;
3. Initial active duty for training;
4. Inactive duty training;
5. Full-time National Guard duty;
6. Absence from work for an examination to determine a person's fitness for any of the above types of duty;
7. Funeral honors duty performed by National Guard or reserve members; and
8. Duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Homeland Security – Emergency Preparedness and Response Directorate (FEMA), when activated for a public health emergency, and approved training to prepare for such service.

Military Service does not include temporary duty of less than 30 days.

Noncontributory means the Policyholder pays all of the cost for Your and Your Dependent's coverage.

Occupation means a group of Jobs or related Jobs:

1. in which a common set of tasks is performed; or
2. which are related in terms of similar objectives and methodologies, and which may be related in terms of materials, products, worker actions, or worker characteristics.

Physician means a person acting within the scope of his or her license to practice medicine, prescribe drugs or perform surgery. This includes a person whom We are required to recognize as a Physician by the laws or regulations of the governing jurisdiction. However, neither You nor a Family Member will be considered a Physician.

Plan means the insurance provided for Covered Persons as outlined in the Policy and Certificates of Insurance.

Policy means the instrument by which the benefits under the Plan are approved and issued to the Policyholder including any, endorsements or amendments, notices or other attachments to the Policy.

Policy Anniversary means the specified period of time (such as one year) following the Effective Date of the Policy, and each subsequent period.

Policy Month means the month in which coverage became effective. The first Policy month begins on the Effective Date of the policy. Subsequent Policy months will begin on the same day of each following calendar month.

Policyholder means the entity to which the Policy is issued.

Pregnancy means childbirth, including cesarean section and Complications of Pregnancy.

Premium means the amount charged for insurance provided under the Policy.

Prior Plan means the Policyholder's insurance plan under which a Covered Person may have been insured on the day before the Effective Date of the Policy.

Proof of Loss means written evidence satisfactory to Us that a Covered Person has satisfied the conditions and requirements for any benefit described in the Certificate. The Proof of Loss shall establish:

1. The nature and extent of the loss or condition;
2. Our obligation to pay the claim; and
3. The claimant's right to receive payment.

Reciprocal Beneficiary means one of two persons who have taken the steps required to create a valid reciprocal beneficiary relationship formed by consenting adults who are legally prohibited from marrying one another and who are not presently married or in another reciprocal beneficiary relationship. In order to enter into a valid reciprocal beneficiary relationship, it shall be necessary that:

1. Each of the parties be at least eighteen years old; and
2. Neither of the parties be married, a party to another reciprocal beneficiary relationship, or a partner in a civil union; and
3. The parties be legally prohibited from marrying one another; and
4. Consent of either party to the reciprocal beneficiary relationship has not been obtained by force, duress, or fraud.

Regular Care means:

1. You personally visit a Physician as often as is medically required to effectively manage and treat Your condition(s), according to generally accepted medical standards; and
2. You are receiving appropriate Treatment and care, according to generally accepted medical standards.

Sickness means Illness, disease, acting as an organ donor, or Complications of Pregnancy.

Signed or Signature means any symbol or method executed or adopted by a person 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.

Spouse means the sole person who is Your partner through lawful marriage, civil union, registered domestic partnership, unregistered domestic partner (established by a declaration acceptable to Us), or Your legally separated Spouse. Your Spouse may not be insured as both a Spouse and an Employee.

Temporary Layoff or Leave of Absence means a temporary absence from Active Work that has been agreed to and approved by the Policyholder for a specified period of time. Normal vacation time, weekends, school breaks, holidays, and periods of Disability are not considered a Temporary Layoff or Leave of Absence.

Terminal Illness or Terminally Ill means a medical condition, Sickness or physical condition 1. from which the Covered Person is not expected to recover; and 2. which is reasonably expected to result in the Covered Person's death within 24 months.

Terrorism means any act of violence that is dangerous to human life or potentially destructive of critical infrastructure or key resources committed by a group or individual, with or without foreign direction or inspiration, with the intent to intimidate or coerce a civilian population; or to influence the policy or to affect the conduct of a government by intimidation, coercion, violence, mass destruction, assassination, or kidnapping.

Treatment means:

1. Consulting with a Physician;
2. Receiving care or services from a Physician or from another medical professional a Physician recommends;
3. Taking prescribed medicines as prescribed; and
4. Receiving diagnostic measures.

Uniformed Services means the active and reserved Armed Forces, the Army National Guard and the Air National Guard, the Commissioned Corps of the Public Health Service, and any other category of persons designated by the President in time of War or national emergency.

United States of America means the fifty (50) states of the United States and the District of Columbia. It does not include territories of the United States.

Waiting Period is the period of time You must be Actively at Work in an Eligible Class before You are eligible for coverage.

War means military activity by one or more national governments and does not include terrorist acts, other random acts of violence not perpetrated by the insured, or civil war or a local or community faction.

We, Us, and Our mean US Able Life.

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

You and Your means a member of the Policyholder who has met all the eligibility requirements for coverage, and is:

1. directly employed in the normal business of the Employer; and
2. paid for services by the Employer; and
3. Actively at Work for the Employer.

ELIGIBILITY

EMPLOYEE ELIGIBILITY DATE

You are eligible for coverage under this Policy if You meet the eligibility requirements set forth by the Policyholder. Your Eligibility date is on the later of:

1. The Policy Effective Date;
2. The date You complete the Waiting Period following the Policy Effective Date;
3. The date the Policy is changed to include Your class;
4. The date You become a member of an Eligible Class for coverage as shown in the Schedule of Insurance.

DEPENDENT ELIGIBILITY DATE

A Dependent will be eligible for coverage on the date You become insured for Employee coverage.

ELIGIBILITY RESTRICTIONS

You cannot be covered under this Policy as both an Employee and a Dependent Spouse or Child of another Employee covered under this Policy.

You cannot elect Dependent coverage for anyone who is also covered as an Employee or Child by another Employee covered under this Policy.

ENROLLMENT FOR COVERAGE

ACTIVE WORK REQUIREMENT

On the Effective Date of this Policy, You must be Actively at Work to be eligible for coverage.

If You are not Actively at Work on the date Your coverage or any increase in coverage would otherwise be effective, Your coverage or increase in coverage will be effective on the date You return to Active Work.

If Your coverage is scheduled to take effect on a non-working day, Your Active Work status will be based on the last working day before the scheduled Effective Date of Your insurance.

INITIAL COVERAGE ENROLLMENT

If You are eligible for coverage, the Policyholder will automatically enroll You in Non-Contributory coverage.

You are not automatically enrolled for Contributory coverage. In order to obtain Contributory coverage, You must apply for coverage. To apply for Contributory coverage, You must:

1. Complete and sign an Enrollment Form; and
2. Return it to the Policyholder.

INITIAL COVERAGE EFFECTIVE DATE

Your coverage will be effective on the 1st day of the month following the date You have satisfied the Waiting Period Policy Effective Date.

If Your coverage is subject to Evidence of Insurability requirements, Your coverage will be effective on the 1st day of the month following the date Your application is approved.

LATE ENTRANT COVERAGE ENROLLMENT

If You were eligible for coverage under the Plan but did not enroll for coverage during Your initial Annual Enrollment for this Plan, You will not be eligible to enroll in coverage until:

1. Your next Annual Enrollment Period; or
2. The date agreed upon by the Policyholder and Us.

Your enrollment for coverage or increase in coverage may be subject to Evidence of Insurability requirements.

LATE ENTRANT COVERAGE EFFECTIVE DATE

If Your coverage is subject to Evidence of Insurability requirements, Your coverage will be effective on the 1st day of the month following the date Your application is approved.

EVIDENCE OF INSURABILITY

Evidence of Insurability is a process where You provide Us with Your proof of good health and medical information. This information is used to determine if You are eligible for coverage or an increase in coverage under the Policy. This may include, but is not limited to:

1. a completed and signed Evidence of Insurability form; and
2. any additional information We may require to complete the underwriting process.

We may require You to provide Us with Evidence of Insurability if You:

1. Apply for coverage more than 90 days after the date You are first eligible to apply during Your initial Open Enrollment Period; or
2. Apply for coverage if You previously declined coverage during Your initial Open Enrollment Period; or
3. Voluntarily terminated Your insurance or Your insurance ended for failure to pay premium when due, and You want to reapply for coverage; or
4. Apply for an amount of coverage for which We require Evidence of Insurability.

You and the Policyholder will be notified in Writing of Evidence of Insurability decisions.

If Your Evidence of Insurability is not satisfactory, or If You do not submit Evidence of Insurability, the amount of additional coverage or coverage increase requested will not become effective. The coverage in effect on the date immediately prior to the date of Your request will not change.

DEPENDENT COVERAGE

If Evidence of Insurability for any Dependent coverage is not satisfactory, or If You do not submit Evidence of Insurability for a Dependent, the amount of Dependent coverage in effect on the date immediately prior to the date of Your request will not change.

EFFECTIVE DATE

EMPLOYEE EFFECTIVE DATE

Non-Contributory Coverage when Evidence of Insurability (EOI) is not Required:

If You are not required to contribute toward the cost of Your coverage and Evidence of Insurability is not required, Your coverage will become effective on the 1st day of the Policy month following the date You become eligible for coverage.

Contributory Coverage when Evidence of Insurability (EOI) is not Required:

If You are required to contribute towards the cost of Your coverage and Evidence of Insurability is not required, Your coverage will become effective on the 1st day of the Policy month following the date You enroll if You do so within 90 days from the date You become eligible for coverage.

Contributory Coverage when Evidence of Insurability (EOI) is Required

If You are required to contribute towards the cost of Your coverage and Evidence of Insurability is required, Your coverage will become effective the 1st day of the Policy month following the date You become eligible for coverage, and We approve Your Evidence of Insurability.

DEPENDENT EFFECTIVE DATE

If Your Dependent's coverage does not require Evidence of Insurability, Dependent Coverage will become effective the date Your coverage becomes effective.

If Your Dependent's coverage requires Evidence of Insurability, Dependent coverage will become effective the 1st day of the Policy month following the date Evidence of Insurability is approved.

If both Your and Your Dependent's coverage requires Evidence of Insurability, Your Dependent's coverage will not become effective until Your coverage becomes effective.

NEWBORN, FOSTER OR ADOPTED CHILD COVERAGE

A newborn will be immediately covered from the moment of birth. An adopted newborn child placed with You or Your Spouse within 60 days of birth is covered from the date of birth. An adopted child placed with You or Your Spouse more than 60 days after the date of birth is covered from the date of placement.

To continue the Child's coverage, We must receive written notification of Your intent to continue coverage, the Child's name, date of birth, and if applicable, date of placement or date of adoption and any required premium within the 60 day initial coverage period.

If We do not receive the required notice within 60 days from the date of birth, adoption or placement, Evidence of Insurability will be required for coverage and if approved, any required premium must be paid.

If Your Child's Evidence of Insurability is approved, Your Child's coverage will become effective on the 1st day of the Policy month following the date Your Child's Evidence of Insurability is approved.

CONTINUITY OF COVERAGE: TAKEOVER PROVISION

EMPLOYEE CONTINUITY OF COVERAGE

If You were insured under the Prior Plan on the day before the Plan Effective Date and would be eligible for coverage on the Plan Effective Date, but You do not meet the Active Work requirements, Your coverage under this Policy will be the lesser of:

1. The amount of the Voluntary Group Term Life benefit under the Prior Plan; or
2. The amount of Voluntary Group Term Life shown in the Schedule of Insurance, reduced by any coverage amount:
 - a. in force, paid or payable under the Prior Plan; or
 - b. that would have been payable under the Prior Plan had that Plan not terminated.

DEPENDENT CONTINUITY OF COVERAGE

If Your Dependent was insured under the Prior Plan but You do not meet the Active Work requirements, Your Dependent's coverage will be continued under this Plan, provided the cost of Your Dependent's coverage under the Prior Plan was paid.

The amount of Your Dependent Life coverage will be the lesser of:

1. The amount of the Dependent Life benefit under the Prior Plan; or
2. The amount of the Dependent Life coverage shown in the Schedule of Insurance, reduced by any coverage amount:
 - a. in force, paid or payable under the Prior Plan; or
 - b. that would have been payable under the Prior Plan had that Plan not terminated.

CONTINUITY OF COVERAGE TERMINATION

You and Your Dependent will remain insured under this provision until the earliest of the following:

1. The date You return to Active Work;
2. The date Your coverage terminates for a reason stated in the "Termination of Insurance" section;
or
3. The last day for which You would have been covered under the Prior Plan, had the Prior Plan not terminated.

CHANGES IN COVERAGE

POLICYHOLDER POLICY CHANGES

Following initial Enrollment, the Policyholder may make changes to the Policy on the Policy Anniversary date or anytime during the plan year as agreed upon by Us and the Policyholder.

MAKING CHANGES TO YOUR COVERAGE

You can make changes to Your and Your Dependent's coverage during the Annual Enrollment Period, or within 90 days following a change in status.

If You and Your Dependents are currently enrolled for coverage and do not re-enroll for coverage during the Annual Enrollment Period, You and Your Dependents will continue to be insured for the same coverage and coverage amounts elected during the prior year's Annual Enrollment.

A change in status occurs when:

1. You acquire a Spouse or Reciprocal Beneficiary;
2. You cease to have a Spouse or reciprocal Beneficiary through death divorce or otherwise;
3. Your Child is born, You adopt or become the legal guardian of a Child;
4. Your Child is no longer a Dependent or dies;
5. You move into or out of an Eligible Class;
6. Your Spouse is no longer employed, resulting in a loss of group insurance;
7. Your coverage is based on a multiple of Your salary and Your salary increases or decreases.

CHANGE IN COVERAGE EFFECTIVE DATE

Changes in coverage due to Policy changes made by the Policyholder will be effective at 12:00 A.M. on the Policy anniversary date. The date agreed upon by the Policyholder and Us.

Changes in coverage due to changes You have elected will become effective at 12:00 A.M. on the:

1. Policy anniversary date;
2. 1st day of the Policy month following the date of the change;
3. 1st day of the Policy month following the date We approve Your Evidence of Insurability for any amount of insurance that is subject to Evidence of Insurability;
4. 1st day of the Policy month following the date You return to Active Work following Leave of Absence.

Changes in coverage will not affect a payable claim that occurs prior to the date of the coverage change.

Changes in coverage may be subject to the Active Work provisions.

TERMINATION OF INSURANCE

TERMINATION OF EMPLOYEE INSURANCE:

Your coverage under this Policy will end at 12:00 A.M. on the earliest of the following:

1. The last day of the month following the date the Policy terminates;
2. The last day of the month following the date You are no longer in an Eligible Class for coverage;
3. The last day of the month following the date for which premium for Your coverage is required but has not been paid;
4. The last day of the month following the date You cease to be Actively at Work with the Employer unless You are disabled, or due to a strike, lockout, or other labor dispute on Temporary Layoff or on Leave of Absence as defined in the Continuation of Coverage section.

TERMINATION OF DEPENDENT INSURANCE:

Unless Dependent coverage is being continued under one of the Continuation of Coverage Provisions, Dependent coverage will end at 12:00 A.M. on the earliest of the following:

1. The last day of the month following the date the Policy terminates;
2. The last day of the month following the date for which premium for Your coverage is required but has not been paid;
3. The last day of the month following the date the Dependent ceases to be a Dependent as defined in the Definitions section;
4. The last day of the month following the date You are no longer eligible for coverage, unless Your coverage is being continued under the Continuation of Coverage; or
5. The last day of the month following the date the Dependent enters into Military Service.

CONTINUATION OF COVERAGE FOR A DISABLED CHILD:

If Your Dependent Child is not capable of self-sustaining employment due to mental or physical Disability, the Dependent Child's coverage will not terminate once the Child no longer meets the Dependent Definition.

Coverage will continue as long as Your Child remains disabled, unless coverage terminates for any other reason outlined in the "Termination of Employee Insurance" section. To keep this coverage in force, We may require proof at Our expense of Your Child's continued Disability including proof that Your disabled Child is:

1. incapable of self-sustaining employment; and
2. primarily dependent on You for support and maintenance.

We may request continuous proof of Your Child's disability but will not request this information more than 1 times a year.

If at the end of the continuation period Your Child is no longer eligible for insurance under this Certificate, the "Conversion Privilege" provision of this certificate shall describe Your Child's right to convert.

WAIVER OF PREMIUM

For purposes of this Waiver of Premium coverage, the Covered Person shall only be an eligible Employee subject to the following provisions

If Total Disability has continued for 6 consecutive months, premium payments under this Policy will be waived for any coverage period after the first day of the month following the date Total Disability begins under this Policy provided:

1. The Covered Person is insured under this Plan and is Actively at Work on or after the Effective Date of the Plan; and
2. Total Disability begins before age 60; and
3. Premium payments have continued; and
4. The Covered Person provides Us with proof of Total Disability as required; and
5. The Covered Person is still Totally Disabled when he/she submits the proof of Disability; and
6. this Policy remains in force.

AMOUNT OF LIFE INSURANCE

The amount of life insurance continued will be the amount in force on the date the Covered Person became Totally Disabled. This amount will be reduced or terminated based on the Schedule of Insurance in effect on the date of Total Disability. This amount will not be increased while the Covered Person remains Totally Disabled.

If the Covered Person is still eligible for life insurance when he/she returns to Active Work, life insurance may be continued in force if premium payments are resumed. If this is done, any increased amount of life insurance the Covered Person may then be eligible for will take effect as described in the Effective Date of Insurance provision.

Premiums that have been waived will not be deducted from the Covered Person's death benefit.

DEFINITION OF TOTAL DISABILITY

For the purposes of Waiver of Premium, **Total Disability or Totally Disabled** means that the Covered Person is under the Regular Care of a Physician and prevented by Injury or Sickness from performing the Material Duties of any Gainful Occupation.

Gainful Occupation means any employment that exists in the national economy that the Covered Person may be expected to follow based on the Covered Person's education, training, experience, age, and physical and mental capacity, and from which the Covered Person is expected to earn at least 60% of the Covered Person's pre-disability earnings within 12 months of the Covered Person's return to active work.

PROOF OF TOTAL DISABILITY

Once the Covered Person notifies Us of loss, We will provide the Covered Person with forms to use when giving Us Proof of Claim. (See "Proof of Claim" under the Claim Provisions.) The Covered Person must give Us proof no later than 90 days after the date the Covered Person became Totally Disabled. Failure to provide required proof of disability within this time frame will not invalidate or reduce any payable claim if it was not reasonably possible to provide the required proof.

We will notify the Covered Person in writing if the Claim is approved and the amount of premium that is being waived.

We may at any time require proof that Total Disability continues. If required, the Covered Person must give Us proof of continuing Disability within 90 days after Our request. After the Covered Person has been Totally Disabled for more than 1 year(s) from the date of Total Disability, We will not request proof

more than once every six months, based on changes in the Covered Person's diagnosed condition. We may require that the Covered Person be examined at Our expense by a Physician of Our choice.

Upon proper application and approval by the Policyholder, coverage shall be extended to the Covered Person without deduction from the insured's reserve account during the first six months of the continuous Total Disability beginning with the first day of the second month following the month in which the disability occurred. Premiums for the Covered Person must be paid to Us during the first six months of the continuous Total Disability.

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

DEATH WHILE TOTALLY DISABLED

If the Covered Person dies while life insurance is being continued under this provision, We will pay the amount of insurance if We receive proof:

1. of the Covered Person's death; and
2. that Total Disability was continuous from the date it began to the date of death.

TERMINATION OF THE COVERED PERSON'S WAIVER OF PREMIUM

The Covered Person's waiver of premium benefit will end on the earliest of:

1. the date the Covered Person attains age 65;
2. the last day of the 90 day period following Our request for proof of Total Disability, if the Covered Person does not give Us proof or the Covered Person refuses to take a medical exam;
3. the date the Covered Person returns to Active Work.;
4. the date the Covered Person retires at the normal age of retirement, according to each Participating Employer's requirements.

If the Covered Person's life insurance terminates while the Covered Person is covered under this provision, the Covered Person will be eligible to convert that coverage as of the termination date. The Covered Person may convert no more than the amount of term life insurance that was in force on that date. (See "Conversion Privilege" section.)

If the Covered Person's life insurance coverage is replaced by another group life insurance plan, We will continue Waiver of Premium coverage under this Policy until the Covered Person's Waiver of Premium coverage would otherwise terminate.

CONTINUATION OF COVERAGE

Your and Your Dependent's coverage may be continued as determined by the continuation requirements for insurance stated in the agreement between the Employee and the Policyholder.

CONTINUATION OF COVERAGE GENERAL PROVISIONS

Any Leave of Absence, Temporary Layoff, Military Leave, Family or Medical Leave, from Active Work must be approved in advance and in writing by Your Employer.

CONTINUATION DURING TEMPORARY LAYOFF OR LEAVE OF ABSENCE

If You are unable to perform Active Work due to Your Temporary Layoff or Leave of Absence, Your and Your Dependent coverage will terminate on the date that You cease Active Work with the Employer.

Your and Your Dependent coverage may be continued the Policyholder through the end of the 8th month following the month in which Your Temporary Layoff or Leave of Absence begins.

The premium for Your and Your Dependent coverage must be paid during Your Leave of Absence.

Your and Your Dependent coverage will terminate on the date on which the Policy terminates, the end of the Continuation period, or the last day for which any required premium has not been paid.

All other terms and conditions of the Policy will remain in force during this continuation period.

CONTINUATION DURING DISABILITY

If You are unable to perform Active Work due to Your Disability, Your and Your Dependent coverage will terminate on the date that You cease Active Work.

If You meet the requirements, coverage will be continued during the period Your ability to work is limited, in accordance with the SEIU Local 503, Oregon Public Employees Union leave of absence provisions.

The premium for Your and Your Dependent's coverage must be paid during Your Disability by You or the Policyholder on the same basis as premium was paid on the day before Your Total Disability began.

Your and Your Dependent coverage will terminate on the earlier of the date the Policy terminates, the end of the Continuation period, or the last day for which any required premium has not been paid.

All other terms and conditions of the Policy will remain in force during this continuation period.

CONTINUATION DURING FAMILY OR MEDICAL LEAVE

If You are on a leave mandated by the Family and Medical Leave Act ("FMLA") or other applicable state law, Your and Your Dependent coverage will be governed by the Policyholder's policy regarding Family and Medical Leaves of Absence.

Your and Your Dependent coverage will terminate the earlier of the date the Policy terminates, the end of the period of time coverage was continued under the Policyholder's policy regarding Family and Medical Leaves of Absence, or the last day for which any required premium has not been paid.

Your and Your Dependent coverage during Your Employer approved leave may continue for up to the greater of:

1. The leave period required by the federal Family and Medical Leave Act of 1993, as amended; or
2. The leave period required by applicable state law.

The premium for Your and Your Dependent coverage must be paid during Your Family or Medical Leave.

We are entitled to information regarding the eligibility of any Employee who may be entitled to extension of benefits under FMLA. Coverage may be continued during an approved Family and Medical Leave of Absence as defined by the Federal Family and Medical Leave Act of 1993, and any amendments.

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

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

All other terms and conditions of the Policy will remain in force during this continuation period.

CONTINUATION DURING MILITARY LEAVE

If You are on a Leave of Absence for active Military Service as described under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) or applicable state law, Your and Your Dependent coverage may be continued for the longer of:

1. The length of time the coverage may be continued under applicable federal or state law; or
2. The length of time the coverage may be continued under the Policy for a Leave of Absence.

The premium for Your coverage must be paid during the Military Leave.

Your and Your Dependent continued coverage will terminate on the date on which the Policy terminates, the end of the Continuation period, or the last day for which any required premium has not been paid.

The Policy does not cover any loss which occurs while on active duty in the Military Service if such loss is caused by or arises out of such Military Service, including but not limited to War or act of War (whether declared or undeclared). Benefits are also subject to any other Exclusions and Limitations under the Policy.

All other terms and conditions of the Policy will remain in force during this continuation period.

CONTINUATION DURING STRIKE, LOCKOUT, OR LABOR DISPUTE

If Your compensation is suspended or terminated directly or indirectly as the result of a strike, lockout, or other labor dispute, You and Your Dependent's coverage may be continued.

Your and Your Dependent coverage may be continued through the end of the 3 months following the month in which Your strike, lockout, or other labor dispute begins.

Your and Your Dependent coverage will terminate on the date on which the Policy terminates, the end of the Continuation period, or the last day for which any required premium has not been paid.

Your and Your Dependent's premium will be suspended from the first day of the month following the date of Your strike, lockout, or other labor dispute.

At the end of the period for which coverage may be continued, if coverage through Your Employer is no longer available, You may convert Your and Your Dependent coverage.

All other terms and conditions of the Policy will remain in force during this continuation period.

REINSTATEMENT

REINSTATEMENT FOLLOWING LOSS OF ELIGIBILITY

If Your and Your Dependent coverage ends because You are no longer eligible for coverage and You again become eligible or return to an eligible class, Your and Your Dependent coverage may be reinstated if reinstatement is requested within 90 day(s) from the date You again become eligible for coverage or returned to an eligible class.

You will be required to submit Evidence of Insurability and fulfill the eligibility requirements of the Policy again before Your and Your Dependent coverage will be reinstated.

Your and Your Dependent coverage will be effective on the first day of the month following the date Your Evidence of Insurability is approved by Us.

All other terms and conditions of the Policy will apply.

EMPLOYEE LIFE INSURANCE

This section applies to Group Term Life and Voluntary Life coverage.

EMPLOYEE DEATH BENEFIT

If You die while covered under the Policy, We will pay the amount of life insurance in force on the day of Your death to Your named Beneficiary once We receive written notice and Proof of Loss, in accordance with the General and Claims provisions of this Certificate.

SUICIDE

The following applies to Voluntary Life only.

We will not pay a benefit for a loss caused directly or indirectly by suicide, attempted suicide or intentional, self-inflicted Injury, whether sane or insane, within 1 year(s) following the original Effective Date of Your coverage or increase in coverage.

This 1 year period includes the time group life insurance coverage was in force under the Prior Policy and initial coverage under this Policy.

DEPENDENT LIFE INSURANCE

DEPENDENT DEATH BENEFIT

If a covered Dependent dies while insured under this Policy, We will pay You the amount of Dependent life insurance in force on the day of Your Dependent's death after We receive Proof of Loss and in accordance with the General and Claims provisions of this Certificate.

Suicide

The following applies to Voluntary Dependent Life only.

We will not pay a benefit for a loss caused directly or indirectly by suicide, attempted suicide or intentional, self-inflicted Injury, whether sane or insane, within 1 year(s) following the original Effective Date of Your Dependent's coverage or increase in coverage.

This 1 year period includes the time group life insurance coverage was in force under the Prior Policy and initial coverage under this Policy.

ACCELERATED DEATH BENEFIT

This provision applies to Your and Your Dependents Group Life and Voluntary Life Benefit.

For Basic Group Term Life, You are the only Covered Person and payments are made to You.

For Voluntary Group Term Life, You and Your Dependents are the only Covered Person(s) and payments are made to You.

ACCELERATED DEATH BENEFIT

The Accelerated Death Benefit is a one-time, lump sum payment of a portion of a Covered Person's Life benefit if the Covered Person:

1. Is Terminally Ill; and
2. Elects to receive the Accelerated Death Benefit, subject to the maximum benefit amount stated on the Schedule of Insurance.

ACCELERATED DEATH BENEFIT ELIGIBILITY

A Covered Person is eligible for the Accelerated Death Benefit if he or she:

1. Becomes and remains insured for life insurance under the Policy; and
2. Provides satisfactory proof of Terminal Illness; and
3. Not retired.

If the Covered Person is incompetent or unable to request the Accelerated Death Benefit, his or her legal guardian may submit the request.

COST OF PROVIDING ACCELERATED DEATH BENEFIT

There are no additional costs associated with the Accelerated Death Benefit.

ACCELERATED DEATH BENEFIT AMOUNT

The maximum Accelerated Death Benefit available is the lesser of:

1. 80% of the Covered Person's life insurance amount; or
2. \$250,000.

The accelerated death benefit will be paid immediately upon receipt of due written proof of the Covered Person's eligibility for this benefit.

ACCELERATED DEATH BENEFIT CONDITIONS AND REQUIREMENTS

Proof of the Covered Person's Terminal Illness must be certified by a licensed Physician and in a form that is satisfactory to Us. Any delay in submitting this proof will not cause the request to be denied until the required proof is provided.

We may require the Covered Person to be examined by a licensed Physician of Our choice and at Our expense. If there is a disagreement between the two physicians, We may require the Covered Person to be examined by a third licensed Physician of Our choice and at Our expense. The decision of the third Physician will be final.

If the Covered Person does not submit proof of Terminal Illness satisfactory to Us or refuses to be examined by a Physician, We will not pay the Accelerated Death Benefit.

If death occurs before the accelerated benefit is paid, We will not pay the accelerated benefit. Instead, We will pay the Covered Person's benefit according to the general terms of the Certificate.

EFFECT OF ACCELERATED BENEFIT ON OTHER POLICY PROVISIONS

A Covered Person's amount of life insurance will be reduced by the amount of any accelerated benefit paid with respect to that Covered Person. This includes:

1. the amount of life benefit payable to Your Beneficiary when the You die;
2. the amount of life benefit payable to You when Your Dependent dies;
3. the amount of life insurance each Covered Person can convert under the Policy; and
4. the premiums payable for each Covered Person's life insurance benefit under the Policy after an accelerated benefit is paid if such premiums are not waived.

If any accelerated benefit is paid, We will provide a Disclosure for Accelerated Death Benefit to You, any assignee or Irrevocable Beneficiary of record showing the effect of the acceleration on the death benefit and premium payments. This disclosure will show any premium necessary to continue any remaining coverage. This disclosure will also advise You of any tax consequences.

The acceleration of part of Your life insurance benefit will not impact other Dependent coverage under this Certificate, even if Dependent coverage is based on a percentage of Your life insurance benefit.

The acceleration of part of Your Dependent's coverage under this Certificate will not impact the amount of Your coverage.

The acceleration of all of Your life insurance benefit will terminate the life insurance benefit under the group Certificate. Termination of Your coverage will not adversely affect the continuation and conversion rights available under the Certificate to other Covered Persons.

TAX CONSEQUENCES ASSOCIATED WITH ACCELERATED BENEFIT PAYMENT

The receipt of an accelerated benefit may be taxable. You should consult Your personal tax advisor if this benefit is paid to You or Your Dependent.

The receipt of accelerated benefit payments may also adversely affect the Covered Person's eligibility for Medicaid or other government benefits or entitlements.

IMPACT OF TERMINAL ILLNESS RECOVERY

If You or Your Dependent are diagnosed by a Physician as being no longer Terminally Ill and You are in an eligible class Your coverage will remain in force, provided premium is paid.

If You or Your Dependents are diagnosed by a Physician as being no longer Terminally Ill and You are not in an Eligible Class, but You or Your Dependent continue to be disabled:

1. Your coverage will remain in force, subject to the Waiver of Premium provision; or
2. Your and Your Dependent coverage will end, and You and Your Dependent may be eligible to convert coverage to an individual whole life Policy so long as coverage is converted within the time limits described in the "Conversion Privilege" section.

The amount of coverage eligible for Conversion will be reduced by the amount of the Accelerated Death Benefit already paid.

ACCELERATED BENEFIT LIMITATIONS AND EXCLUSIONS

We will not pay an accelerated benefit if:

1. An absolute assignment of life insurance is made under the Policy unless We receive written consent from the assignee.
2. All or part of the Covered Person's life insurance under the Policy is to be paid to Children or former Spouse as part of a court approved separation or divorce agreement.
3. The Covered Person has made an Irrevocable Beneficiary designation of life insurance under the Policy and We do not receive written consent by the Irrevocable Beneficiary.

4. The terminal illness is a result of intentional self-inflicted Injury or attempted suicide, committed while sane or insane.
5. The Covered Person is required by law to accelerate benefits to meet the claims of creditors; or a government agency requires the Covered Person to apply for benefits to qualify for a government benefit or entitlement.
6. The Terminal Illness is directly or indirectly caused by War or any act of War, insurrection, rebellion, or Riot or while in active Military Service of any country, group of countries, governments or international authority. We will refund the pro rata portion of any premium paid for Your Dependent's insurance while in the armed forces on full-time active duty for a period of two months or more. Written notice must be provided within 3-12 months of the date the Dependent entered the armed forces.
7. The Terminal Illness is directly or indirectly caused by the Covered Person's voluntary commission of, or attempting to commit, an assault or a felony or other criminal act; or participating in an illegal occupation.
8. The Covered Person's Terminal Illness is directly or indirectly caused by the Covered Person's voluntary use of any drugs including, but not limited to, sedatives, hallucinogens, barbiturates, amphetamines, narcotics or any other controlled substance unless taken as prescribed by a Physician or an "over the counter" drug, medication or sedative taken as directed or
 - a. Alcohol in combination with any drug, medication, or sedative; or
 - b. Poison, gas, or fumes.
9. The Terminal Illness is directly or indirectly caused by the Covered Person being Intoxicated as defined by the laws of the jurisdiction.
10. The Covered Person is incarcerated.

DATE COVERAGE ENDS UNDER THIS PROVISION

A Covered Person's coverage under this provision will end on the earliest of the following:

1. Upon written request from the Employee;
2. The date the Covered Person's life insurance coverage ends under the Certificate;
3. The end of the period for which the last premium has been paid for a Covered Person, in accordance with the provisions of the Certificate;
4. The date the group life insurance Policy ends;
5. The date the Accelerated Death Benefit is paid on the Covered Person's behalf;
6. The date the Covered Person ceases to be in an eligible class of insurance.

WAIVER OF PREMIUM

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

CONVERSION PRIVILEGE

This provision applies to Your and Your Dependent's Group Life and Voluntary Life benefits.

CONVERSION FOLLOWING THE LOSS OF ELIGIBILITY

If You have been covered under this Policy and Your coverage under this Policy ends for any other reason except non-payment of premium, You may convert all or part of Your life coverage to an individual whole life policy without providing Evidence of Insurability.

DEPENDENT CONVERSION ELIGIBILITY

You may convert all or part of Your Dependent's life coverage to an individual life policy without providing Evidence of Insurability If Your Dependent has been covered under this Policy and Your Dependent's coverage under this Policy ends because:

1. You stopped working for Your Employer;
2. You ceased to be a member of a class eligible for Dependent insurance;
3. Your Dependent no longer meets the eligible Dependent requirements; or
4. You are deceased.

Dependent coverage cannot be converted if coverage was terminated due to non-payment of premium.

CONVERSION FOLLOWING POLICY TERMINATION OR AMENDMENT

If You have been covered under this Policy for at least 5 years and Your coverage under this Policy ends due to Policy termination or Policy amendment, You may convert all or part of Your life coverage to an individual whole life policy without providing Evidence of Insurability.

CONVERSION AMOUNT AVAILABLE FOLLOWING POLICY TERMINATION OR AMENDMENT

The amount of coverage that can be converted by You and Your Dependent is the lesser of:

1. The amount of life insurance which terminates, less the amount You became eligible for under any group life insurance Policy issued or reinstated within 31 days of group life coverage termination; and
2. \$10,000.

CONVERSION FOLLOWING THE LOSS OF ELIGIBILITY

The amount of coverage that can be converted by You and Your Dependent is the lesser of:

1. The entire life coverage amount then in force; or
2. The amount of life coverage which terminates.

CONVERSION POLICY COST

The premium for Your and Your Dependent coverage will be based on the amount of coverage requested, the Covered Person's class of risk and age on the date the conversion takes effect.

A conversion Policy is in lieu of all other benefits under this Policy. If You are eligible for the Waiver of Premium benefit, any conversion Policy issued will be canceled and premiums paid for the conversion Policy will be returned.

CONVERSION PROCESSING REQUIREMENTS

Written application and the first premium payment for the conversion Policy must be received in Our Home Office within 31 days after the Covered Person's insurance terminates. If You are not given notice of the right to convert by the 16th day of the 31-day conversion period, You will have an additional period in which to apply for conversion. The additional period will end 31 days after You are given notice, but not more than 61 days after the date the insurance under the Policy ended.

Nothing in the Policy will continue coverage for more than 31 days following the date coverage otherwise ends under the Policy. Written notice contained in this Certificate and given to You at any time, or mailed

by the Policyholder to Your last known address will be considered sufficient written notice to You. It is the responsibility of the Policyholder to give such notice to You.

CONVERSION APPLICATION

To convert Your and Your Dependent's coverage You must complete a Conversion Application and return to Our Home Office.

CONVERSION POLICY EFFECTIVE DATE

Your and Your Dependent's conversion Policy will take effect on the 32nd-day after the date Your and Your Dependent's insurance terminates.

You must pay the required premium quarterly, semi-annually, or annually directly to USABLE Life. The premium rate will be determined by Us. The first premium payment must be made no later than 31 days after the date the insurance would otherwise terminate under the Policy.

CONVERSION COVERAGE LIMITATIONS

Conversion is not available for:

1. Any amount of life insurance which is being continued:
 - a. In accordance with the Waiver of Premium provision;
 - b. Under the Portability provision; or
 - c. In accordance with the Continuation Provisions until such coverage ends;
2. Any Amount of life insurance for which You or Your Dependent were not eligible for or covered for under this Policy;
3. Accidental Death and Dismemberment Benefits;
4. Any other Supplemental Benefits or Riders;
5. Retirees.

CONVERSION PERIOD DEATH BENEFIT

If You or Your Dependent dies within the 31 days allocated to submit Your or Your Dependent's application to convert coverage, We will pay the amount of life insurance You or Your Dependent would have had the right to apply for under this provision after We receive acceptable Proof of Loss.

If the Conversion Policy has already taken effect, Your or Your Dependent's life insurance benefits will be payable under Your or Your Dependent's conversion Policy for the amount converted.

EFFECT OF CONVERSION BENEFIT ON OTHER POLICY PROVISIONS

If You apply and are approved for Waiver of Premium after a conversion Policy has been issued, any benefit payable at Your or Your Dependent's death under this Policy will be paid only if any previous conversion Policies have been surrendered. We will refund the premium paid for such conversion Policy.

PORTABILITY

If Your employment terminates, You and Your Dependents may continue coverage under the same group policy in a separate class another group policy issued without Evidence of Insurability.

PORTABILITY ELIGIBILITY

You or Your Dependent may apply for coverage under a Portability Policy for You and Your Dependents if You elect continuation of insurance under this portability provision and:

1. Your employment terminates for any reason prior to age 65;
2. Your membership in an Eligible Class under The Policy ends;
3. Your membership in a class eligible for Dependent coverage ends;
4. You die with active Dependent Coverage; or
5. Your Dependent no longer meets the Dependent definition.

Portability is not available:

1. For individuals who do not meet the Eligible Person definition;
2. For Dependents who have reached the maximum coverage age under the Policy; or
3. Upon Termination of the group Policy.

Coverage that cannot be Ported may be converted as specified in the "Conversion Privilege" provision.

PORTABILITY ENROLLMENT

You must apply for portability in writing to Us within 31 days after the date Your coverage ends.

After We verify eligibility for coverage, We will issue a Certificate rider. The Portability coverage will be issued without Evidence of Insurability if applied for within 31 days from the date Your and Your Dependent coverage was lost.

If a Covered Person dies within 31 days of the date coverage ends under this certificate, and an application for portability coverage is not received by Us during such time, We shall pay the life insurance benefit in accordance with the "Conversion Privilege" provision.

If an application for portability coverage is received by Us during such period, We shall pay the amount of life insurance, exclusive of additional benefits, that the Covered Person was entitled to convert under the terms of this certificate. Any premiums paid for the portability coverage shall be refunded. In no event shall We be required to pay the death benefit under the "Conversion Privilege," "Portability" and the "Continuation of Coverage" provisions of this certificate.

PORTABILITY EFFECTIVE DATE

Portability coverage will be effective on the 32nd day following the date Your or Your Dependent coverage ended.

You must pay the required premium quarterly, semi-annually, or annually directly to Us. The premium rate will be determined by Us. The first premium payment must be made no later than 31 days after the date the insurance would otherwise terminate under the Policy.

PORTABILITY COVERAGE AMOUNT

The amount of insurance that You and Your Dependent may continue is the amount in-force on the date Your employment terminates as long as the amount of Life Insurance is greater than \$1,000.

This amount will be rounded up to the next \$1,000 if not already a multiple of \$1,000. However, the amount of Insurance that may be continued will not exceed the amount of coverage in-force at the time of Portability.

EFFECT OF PORTABILITY ON OTHER PROVISIONS

Coverage continued under the portability provision is in lieu of all other benefits under the Policy, including conversion. If You return to work with the Employer and again become eligible for Term Life coverage under the group Policy, continued coverage under the portability provision will cancel on the date coverage is resumed under the group Policy.

Portability is not available for any amount of life insurance which is being continued in accordance with the Conversion Right, Waiver of Premium; or Continuation provision(s); under the Policy.

The Waiver of Premium and the Accelerated Death Benefit provisions will not apply to insurance continued under the Portability provision.

PORTABILITY LIMITATIONS AND EXCLUSIONS

If You do not port the entire amount of coverage when You are first eligible, You may not port Your remaining portion of coverage under the Portability provision at a later date. The remaining portion of Your coverage may be converted to an individual whole life policy.

Portability is not available to Covered Persons entering active Military Service.

Any notice You are required to provide to the Policyholder under the Policy must also be provided to USABLE Life while the insurance is continued under the Portability provision.

The terms and conditions of coverage under the Portability Policy may not be the same terms and conditions that are applicable to coverage under the Group Policy.

DATE COVERAGE UNDER THIS PROVISION ENDS

Your and Your Dependent coverage under this provision will end on the earliest of the following:

1. 31 days following the last period for which premium for coverage is due and not paid;
2. the premium due date following Your attainment of age 65;
3. if Your coverage continued due to Your retirement prior to age 60-75, on the premium due date following Your attainment of age 65;
4. the date You or Your Dependent become a full-time member of the armed forces of any country;
or
5. the date Your Dependent ceases to be an Eligible Dependent as defined in the policy; or
6. the date Your Dependent Spouse attains the age of 65; or
7. The date the Policy terminates.

When Your insurance under the portability provision ends, You and Your Dependent will be eligible to convert Your insurance to an individual whole life Policy under the "Conversion Privilege" provisions.

GENERAL INFORMATION

CERTIFICATE OF COVERAGE

This Certificate is a written document prepared by Us and may include attachments, addendums or amendments. It tells You:

1. The coverage for which You may be eligible;
2. To whom We make payments; and
3. The limitations, exclusions, and requirements applying to the Policy.

We will provide an electronic or paper copy of the Certificates to the Policyholder for delivery to each Employee. It is the responsibility of the Policyholder to distribute the appropriate Certificate and any updates or other notices to You.

Your benefits and rights under the Policy will not be less than those stated in this Certificate.

ENTIRE CONTRACT

The entire contract consists of:

1. The Policy, any amendments and addenda;
2. The Application of the Policyholder, a copy of which is attached to and made a part of the Policy when issued, or as amended during the term of this Policy;
3. The Certificates, and the endorsements or riders which are attached to and made a part of the Policy when issued or as may be amended during the term of this Policy; and
4. The Enrollment Forms, if any, of each covered person.

Any statement made by the Policyholder, Employer or Covered Persons will be deemed a representation and not a warranty or guarantee.

INFORMATION DISCLOSURE

The Policyholder must provide Us with information, when and in the manner, We ask, to administer the insurance provided by the Policy. The Policyholder's records that relate to Your coverage under this Policy are open for Our inspection at any time. The Policyholder will give Us information about You including:

1. Information necessary to determine eligibility for coverage;
2. Changes in coverage amounts;
3. Changes in Your Earnings;
4. Termination of coverage; and
5. Any other information We may reasonably require.

Clerical error or omission by the Policyholder, Employer, You, or Us will not:

1. Terminate coverage which should otherwise be in effect;
2. Continue coverage which should otherwise terminate;
3. Create coverage which should not be in effect; or
4. Change the amount of coverage that should otherwise be in effect.

INCONTESTABILITY

Any statement made by the Policyholder, or a Covered Person will be considered a representation and not a warranty. We will not use any such statement to avoid insurance, reduce benefits or defend a claim unless:

1. it is included in a written application that is endorsed upon or attached to the policy when issued;
2. it is material and we show reliance thereon; and
3. the statement on which the contest is based is either (a) fraudulent; or (b) material to the risk accepted or the hazard assumed by Us.

We will not contest the validity of this Policy after it has been in force for two years from its effective date, except for non-payment of premiums.

We have the right at any time to assert as a defense to a claim that You were not eligible to become covered because You did not meet certain eligibility requirements in this Certificate. These include, but are not limited to, the requirements that You:

1. be in an Eligible Class;
2. submit and have approved Evidence of Insurability, if required; and meet the Actively at Work requirement.

MISSTATEMENT OF AGE

If Policyholder premiums for the Insured Person are based on Age and the Insured Person's Age has been misstated, there will be a fair adjustment of premiums based on his or her true Age. If the benefits for which the Insured Person is insured is based on Age and the Insured Person's Age has been misstated, there will be an adjustment of said benefit based on his or her true Age. We may require satisfactory proof of Age before paying any claim.

AGENCY

For all purposes of the Policy, the Policyholder act on their own behalf or as Your agent. Neither the Employer nor the Policyholder is Our agent.

WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE

This Policy does not replace or affect requirements for coverage by Workers' Compensation insurance or state disability insurance.

BANKRUPTCY – OREGON REVISED STATUTES §742.031

Bankruptcy or insolvency of the Covered Person shall not relieve Us of any of Our obligations hereunder. If any person or legal representative of the person shall obtain final judgment against the Covered Person because of any such injuries, and execution thereon is returned unsatisfied by reason of bankruptcy, insolvency or any other cause, or if such judgment is not satisfied within 30 days after it is rendered, then such person or legal representatives of the person may proceed against Us to recover the amount of such judgment, either at law or in equity, but not exceeding the limit of this policy applicable thereto.

FRAUD

It may be unlawful to knowingly provide false, incomplete, or misleading facts or information with the intent of defrauding us. A written application for insurance or statement of claim containing any materially false or misleading information that we relied upon may lead to reduction, denial or termination of benefits

or coverage under the policy and recovery of any amounts we have paid. No such information will be used to deny a claim unless fraudulent or material to the risk accepted by Us.

CLAIM INFORMATION

NOTIFYING US OF A CLAIM

You, or someone acting on Your behalf, should send notification of Your claim to Our home office or to Our authorized agent, within 365 days following the date of Loss. If You are not able to notify Us within this time, You should notify Us as soon as reasonably possible.

FILING A CLAIM

You can get a claim form from the Policyholder, or You may ask Us for a form. If You do not receive a claim form within 30 days after requesting it, please contact Us at 1-800-370-5856.

The process for completing the claim form will be explained on the form. Please send the completed form to Us within the above stated timeframes and in whatever medium We have agreed to accept Your proof of claim.

PROOF OF CLAIM

You must send written proof of Your claim to Our home office. Telephonic or electronic proof of Your claim may also be submitted if We have agreed to accept such proof. We must receive Your proof of claim no later than 90 days after the date of loss. Failure to provide required proof within this time frame will not invalidate or reduce any payable claim if it was not reasonably possible to provide the required proof.

If You are unable to give Us proof of Your claim within this time frame, then You must give Us proof of Your claim within the next 12 months. If You do not have the legal capacity to make responsible decisions concerning You, then You may give Us proof of Your claim after this period.

INFORMATION TO INCLUDE IN YOUR PROOF OF CLAIM

For Your proof of claim, We may require the following:

1. The date of Loss;
2. Proof that You are under the Regular Care of a Physician;
3. The extent of Your Injury, including restrictions and limitations;
4. The name and address of all pharmacies, Hospital(s) or institution(s) where You received Treatment, including all Physicians who prescribed medications or provided Regular Care;
5. Authorization to obtain additional medical and non-medical information as part of Your claim. We must receive this authorization within 45 days of the date We ask for it.

AUTOPSY

We have the right to make a reasonable request for an autopsy, at Our expense, where permitted by law. Any such request will set forth the reasons We are requesting the autopsy.

CLAIM DECISION

We will provide written notice of our claim decision.

If the claim is denied in whole or in part, the written notice will include:

1. The specific reason(s) for denial of the claim;
2. A specific reference to the provision(s) of the Policy that is the basis for the denial;

3. A description of any additional material or information needed to reverse the denial, or in the case of an incomplete claim, to complete the claim, and an explanation of why it is needed;
4. An explanation of the claim appeal procedures and applicable time limits;
5. A statement regarding the claimant's right to bring a civil action under Section 502(a) of ERISA following a denial of all required appeals.

APPEAL PROCEDURE

If Your claim has been denied in whole or in part, You or Your Beneficiary may request a review of the decision. You or Your Beneficiary must file a Written request for appeal within 180 days from the date of the notice of denial of Your claim. The right to appeal the denial may be forfeited if this deadline is not met.

Along with a Written request for a review, You or Your Beneficiary should submit any additional information You believe should be considered during the review.

Upon request, We will provide You or Your Beneficiary with copies of documents, records and other information relevant to Your claim, free of charge.

We will review the appeal and respond with a final determination within 45 days. If We need additional time to decide the appeal, We may extend the review by 45 days. If We need such an extension, We will inform You or Your Beneficiary in Writing: (1) that We need an extension, (2) why We need the extension, (3) what additional information We may need to complete the review, and (4) when You or Your Beneficiary can expect a decision. We will notify You or Your Beneficiary of the extension before the expiration of the initial 45-day period.

If we require an extension on the time to decide the appeal due to You or Your Beneficiary'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 You or Your Beneficiary provide the information or otherwise respond.

NOTIFICATION OF APPEAL DECISION

We will notify You or Your Beneficiary, in Writing, of Our final decision. If the claim is denied on appeal, the notice will include the following:

1. The specific reasons for the appeal decision;
2. A reference to the specific provision(s) within the Policy or Certificate on which the decision was based;
3. A statement regarding Your right, upon request and without charge, to a copy of documents, records and other information relevant to the claim; and, if applicable,
4. A statement regarding Your right to bring a civil action under Section 502(a) of ERISA following a denial of all required appeals.

CLAIMS SUBJECT TO ERISA (EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974)

If Your claim is subject to ERISA, You must exhaust available administrative remedies under this Policy. Under this Policy, the plan participant or beneficiary must complete the Appeal Procedure discussed above to seek review of an adverse claim decision. A plan participant or beneficiary may only bring legal action concerning an adverse claim decision after exhaustion of the required appeal process.

INTEREST ON DEATH BENEFITS UNDER LIFE INSURANCE

Interest will accrue and be payable on Life Insurance benefits payable under the Policy.

- A. Interest will accrue from the date of death at the rate or rates applicable to Our company policy for funds left on deposit or, if We have not established a rate for funds left on deposit, at the Two Year Treasury Constant Maturity Rate as published by the Federal Reserve. In determining the rate or rates applicable to a claim, We will use the rate in effect on the date of death.
- B. In the event a claim is not paid within 30 days of the later of the following:
 - 1. The date that We receive Proof of Loss;
 - 2. The date We receive sufficient information to determine Our liability, the extent of Our liability, and the appropriate payee(s) legally entitled to the proceeds; and
 - 3. The date any legal impediments to payment that depend on the action of parties other than Us are resolved and sufficient evidence of the same is provided to Us. Legal impediments to payment include, but are not limited to:
 - a. Establishment of guardianships and conservatorships;
 - b. Appointment and qualification of trustees, executors and administrators; and
 - c. Submission of information required to satisfy state or federal reporting requirements.

In the event of a late payment under Section B above, interest on the benefit will accrue at the rate determined in Item A above, plus additional interest at a rate of 10% annually beginning with the date that is 30 calendar days from the latest of Items (B)(1) – (B)(3) and ending on the date the claim is paid.

AUTHORITY

We have the authority to determine Your eligibility for benefits and to interpret the terms of the Policy in making benefit determinations.

ASSIGNMENT

You may transfer Your rights to name or change the Beneficiary to someone else by assignment. An assignment will affect Us only if it is in writing on a form acceptable to Us and is received at Our Home Office. The assignment will take effect on the date the assignment is signed by You. The assignment will be subject to any action We may have taken prior to the receipt of the assignment. We are not liable for the validity of any assignment.

Claims of Creditors: To the extent allowed by law, proceeds will not be subject to any claims of a Beneficiary's creditors.

BENEFIT PAYMENTS

Voluntary Spouse Life, Voluntary Child Life and Accelerated Death benefits will be paid to You.

Employee Basic Life Employee Voluntary Life benefits will be paid to Your named Beneficiary.

Benefit payments will be made in one lump sum no later than 30 days after proof of the Covered Person's loss has been submitted and approved by Us.

BENEFICIARY

Your beneficiary will be the person(s) or entity You name in writing to receive any amount of insurance benefits payable due to Your death. Your beneficiary's name is on file at the Policyholder's Home Office.

Benefits will be paid according to the most recent version of Your beneficiary form on file. Any payment made by Us before receiving the designation shall fully discharge Us to the extent of that payment.

If You name more than one Beneficiary, You must state the percentage of the benefit that is to be paid to each Beneficiary. Otherwise, they will share the benefit equally. You are the beneficiary of the Dependent Life Insurance if You are living.

If You are not living at the time of payment, benefits will be paid according to Your Beneficiary assignment. If both You and Your Beneficiary(ies) die in the same accident, at the same time or within 7 days after Your death but before We have received written proof of Your death, benefit payments will be made to Your estate or Your remaining Primary or Contingent beneficiary(ies).

If You designate Your Spouse as beneficiary and are later divorced, the designation shall be canceled automatically as of the date the final decree of divorce is rendered. The automatic cancellation will not be exercised to the extent that there is a binding legal order that specifically names the former spouse as Your beneficiary or prohibits You from changing the beneficiary.

BENEFICIARY CHANGES

Your beneficiary's consent is not required to change Your designations. To change Your beneficiary information, You must provide the Policyholder written notice on a form in a format acceptable to Us. Unless otherwise specified by You, Your Beneficiary change will be effective on the date the notice of change is signed by You, subject to any payment made or actions taken by Us before receipt of the notice.

BENEFIT PAYMENT: MINOR BENEFICIARIES

If Your Beneficiary is a minor at the time of Your death or cannot provide a valid release, benefits will be paid according to the Uniform Transfers to Minor Act (UTMA) or governing laws of Your state.

BENEFIT PAYMENTS: NO BENEFICIARY DESIGNATED

If there is no named beneficiary living at Your death, We may pay, at our discretion, any amount due to one of the following classes of survivors:

1. Your Spouse or Reciprocal Beneficiaries;
2. Your surviving child or children in equal shares;
3. Your parents in equal shares;
4. Your siblings in equal shares; or
5. Your estate.

For purposes of this section, child or children shall mean Your biological/natural child, legally adopted child, child placed for adoption, stepchild, child to which You are a party in a suit to seek adoption or are the legal guardian of, and any other child required to be considered a child under the civil union, domestic partnership, marriage or other family or domestic relations laws of the state where the Policy is delivered or issued for delivery.

We will not be liable for any payment We have made in good faith.

CLAIM OVERPAYMENTS

We have the right to recover any overpayments that We make to You or Your Beneficiary. We require that You repay any overpaid amount. We will determine the method by which You will repay Us. We may

offset Our future payments to You by the amount of any overpayments. We have the right to recover overpayments from Your estate.

TIME LIMITS ON LEGAL ACTIONS

You or Your Beneficiary can start legal action regarding Your claim 60 days after the date You sent Us proof of claim and up to 3 years after the date proof of claim is required.