

# STANDARD INSURANCE COMPANY

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

## CERTIFICATE:

### GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Policyholder:	The State of Oregon by and through its Public Employee's Benefit Board
Policy Number:	603073-A
Effective Date:	January 1, 1993

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

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

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



President

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## COVERAGE FEATURES

This section contains many of the features of your voluntary accidental death and dismemberment insurance (AD&D Insurance). Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

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### GENERAL POLICY INFORMATION

Group Policy Number:	603073-A
Policyholder:	The State of Oregon by and through its Public Employee's Benefit Board
Employer(s):	The State Of Oregon
Group Policy Effective Date:	January 1, 1993
State of Issue:	Oregon

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### BECOMING INSURED

To become insured you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; (c) Apply in writing for insurance; (d) Agree to pay premiums; and (e) Meet the requirements in **Active Work Provisions**. See **When AD&D Insurance Becomes Effective** and **Active Work Provisions**.

Definition of Member: You are a Member if you are an active employee of the Employer who is regularly scheduled to work and who meets the terms of eligibility outlined in the PEBB Administrative Rules.

You are not a Member if you are:

1. An employee scheduled to work less than 90 days or a temporary employee; or
2. A full time member of the armed forces of any country.

Eligibility Waiting Period: You are eligible on the appropriate date determined below:

Elected or appointed officials: You are eligible on the first day of the month following the month in which you take your oath of office.

All other Members: You are eligible on the date you become a Member.

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### SCHEDULE OF AD&D INSURANCE

You may apply for AD&D Insurance in multiples of \$50,000, from \$50,000 to \$500,000.

Line of Duty Benefit The lesser of (1) \$50,000; or (2) 100% of the amount of the AD&D Insurance otherwise payable for the Loss.

Occupational Assault Benefit: The lesser of (1) \$25,000; or (2) 50% of the amount of the AD&D Insurance otherwise payable for the Loss.

You may also elect to insure your Dependents. The amount of AD&D Insurance for your Dependents is equal to a percentage of your AD&D Insurance, as follows:

Spouse or Domestic Partner only:	50%
Children only:	15% for each Child
Spouse or Domestic Partner and Children:	40% for your Spouse or Domestic Partner 15% for each Child

The amount payable for certain Losses will differ. See **Accidental Death and Dismemberment Insurance, C. Amount Payable.**

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#### OTHER PROVISIONS

Benefit for Loss due to exposure	Yes
Benefit for Disappearance	Yes
Benefit for Loss of speech or hearing	Yes
Benefit for Loss of thumb and index finger of same hand	Yes
Higher Education Benefit	Yes
Career Adjustment Benefit	Yes
Public Transportation Benefit	Yes
Seat Belt Benefit	Yes

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#### PREMIUM CONTRIBUTIONS

Insurance is:	Contributory
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## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

### A. Insuring Clause

If a person has an accident while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive Proof of Loss.

### B. Definition Of Loss

Loss means loss of life, hand, foot, sight, speech, hearing or thumb and index finger of the same hand which:

1. Is caused solely and directly by an accident or exposure to the natural elements;
2. Occurs independently of all other causes; and
3. Occurs within 365 days after the accident.

Loss of a hand or a foot means permanent severance of the hand or foot from the body at or above the wrist or ankle joint; Loss of sight of an eye means entire and irrecoverable loss of sight. Loss of speech or hearing means entire and irrecoverable loss of speech or hearing, as certified by a Diplomate of the American Board of Otolaryngology. Loss of thumb and index finger of same hand means permanent severance from the body at or above the metacarpophalangeal joint.

### C. Amount Payable

The amount payable is equal to a percentage of the AD&D Insurance in effect on the insured person on the date of the accident (see **Coverage Features**). The percentage is shown below.

Loss:	Percentage
Life	100%
Disappearance	100%
One hand, one foot, sight of one eye, speech or hearing	50%
Two or more of the above Losses	100%
Thumb and index finger of either hand	25%
Public Transportation Benefit	200%*

\*For the first \$100,000 of coverage. For amounts over \$100,000, the benefit is an additional \$100,000.

With respect to losses other than the Public Transportation Benefit, no more than 100% of the amount of AD&D Insurance in effect on an insured person will be paid for all Losses incurred by that person as a result of one accident.

The Public Transportation Benefit will be paid if you or your Dependent suffer Loss of life while a fare-paying passenger on Public Transportation.

Public Transportation means a vehicle operated by a common carrier for the purpose of providing transportation for fare-paying members of the general public. Vehicles include buses, trains, boats and planes operating on regular routes and selling tickets to members of the general public.

If you or your Dependent disappears as a result of an accident which could have caused Loss of life, and are not found within one year from the date of the accident, we will presume that you or your Dependent died.

The benefit for loss of thumb and index finger will not be paid if benefits are payable for Loss of that entire hand.

#### D. Changes In AD&D Insurance

Subject to the **Active Work Provisions**, an elective change in AD&D Insurance becomes effective on the date you complete and sign a new enrollment card.

#### E. Insurance Exclusions

No AD&D Insurance benefit is payable if the Loss is caused or contributed to by any of 1 through 8 below.

1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
2. Suicide or other intentionally self-inflicted injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing official duties.
4. The voluntary use or consumption of any poison, chemical compound or drug, unless used or consumed according to the directions of a physician.
5. Sickness or Pregnancy existing at the time of the accident.
6. Heart attack or stroke.
7. Medical or surgical treatment for any of the above.
8. Travel or flight in or descent from any kind of aircraft, as a pilot or crew member, except in Policyholder owned, leased or operated aircraft while on state business.

#### F. Benefit For Loss Due To Exposure

If you or your Dependent suffers a Loss caused by exposure to the natural elements, we will pay the amount of AD&D Insurance in effect for that Loss on the date of the accident. This benefit will be paid in place of any other AD&D benefits payable under the Group Policy for the same accident.

#### G. Benefit For Disappearance

If you or your Dependent disappears as a result of an accident which could have caused Loss of life, and are not found within one year from the date of the accident, we will presume that you or your Dependent died. We will pay the amount of AD&D Insurance in effect on the insured person on the date of the accident. This benefit will be paid in place of any other AD&D benefits payable under the Group Policy for the same accident.

#### H. Benefit For Loss Of Speech Or Hearing

If you or your Dependent suffers a Loss of speech or hearing, we will pay 50% of the AD&D Insurance in effect on the insured person on the date of the accident. With respect to speech or hearing, Loss means entire and irrecoverable loss of speech or hearing, as certified by a Diplomate of the American Board of Otolaryngology.

#### I. Benefit For Loss Of Thumb And Index Finger Of Same Hand

If you or your Dependent suffers a Loss of thumb and index finger of same hand, we will pay 25% of the AD&D Insurance in effect on the insured person on the date of the accident. With respect to thumb and index finger of same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints. This benefit will not be paid if benefits are payable under the Group Policy for Loss of that entire hand.

#### J. Higher Education Benefit

If you suffer Loss of life, we will pay a Higher Education Benefit to each insured Child who is:



1. Registered and in full-time attendance at an accredited institution of higher education beyond the 12th grade; or
2. In the 12th grade and will be registered and in full-time attendance within one year at an accredited institution of higher education beyond the 12th grade.

The Higher Education Benefit is payable annually, for a maximum of four years, provided we receive proof that the Child continues to meet 1 and 2 above. The amount payable per year is 5% of your AD&D Insurance in effect on the date of the accident, subject to a maximum of \$5,000.

The Higher Education Benefit will be paid in addition to other AD&D benefits payable under the Group Policy for the same Loss. If there is no Child eligible to receive the Higher Education Benefit and the Member was enrolled for Dependent coverage, Standard will pay a benefit of \$1,500 to the designated beneficiary.

#### K. Career Adjustment Benefit

If you suffer Loss of life, and you and your Spouse or Domestic Partner are insured under the Group Policy, we will pay your Spouse or Domestic Partner a Career Adjustment Benefit. The amount payable is 5% of your AD&D Insurance in effect on the date of the accident, subject to a maximum of \$5,000.

The Career Adjustment Benefit will be paid in addition to other AD&D benefits payable under the Group Policy. If you have no surviving Spouse or Domestic Partner, this benefit will not be paid.

#### L. Public Transportation Benefit

If you or your Dependent suffers Loss of life while a fare-paying passenger on Public Transportation, we will pay 200% of the amount of AD&D Insurance in effect on the insured person on the date of the accident. This benefit will be paid in place of any other AD&D benefits payable under the Group Policy for the same accident.

Public Transportation means a vehicle operated by a common carrier for the purpose of providing transportation for fare-paying members of the general public. Vehicles include buses, trains, boats and planes operating on regular routes and selling tickets to members of the general public.

#### M. Seat Belt Benefit

1. We will pay a Seat Belt Benefit if:
  - (a) You are enrolled for Optional Life Insurance under Standard's group policy 606814;
  - (b) You die as a result of an Automobile accident for which an AD&D Insurance benefit is payable; and
  - (c) You were wearing a Seat Belt at the time of the accident, as evidenced by a police accident report.
2. The amount of the Seat Belt Benefit is the least of:
  - (a) The amount of your Optional Life Insurance under group policy 606814;
  - (b) The amount of your AD&D Insurance payable for Loss of life; and
  - (c) \$50,000.

Seat Belt means a properly installed seat belt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration.

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

#### N. Benefit For Paralysis

We will pay a Benefit For Paralysis if:

1. You or your Dependent suffers paralysis caused by an accident within 180 days of the date of that accident;

2. The paralysis continues for 12 calendar months; and
3. A licensed medical professional certifies that the paralysis is permanent, complete and irreversible.

The amount payable is equal to a percentage of the AD&D Insurance in effect on the insured person on the date of the accident. The percentage is shown below:

Loss	Percentage
Quadriplegia.....	100%
Paraplegia.....	50%
Hemiplegia.....	50%

Quadriplegia means total paralysis of both upper and lower limbs. Paraplegia means total paralysis of both lower limbs. Hemiplegia means total paralysis of the upper and lower limb on the same side of the body.

**O. Line Of Duty Benefit**

The amount of the Line Of Duty Benefit is shown in the **Coverage Features**.

We will pay a Line Of Duty Benefit if all of the following requirements are met:

1. You are a Public Safety Officer.
2. You suffer a Loss for which an AD&D Insurance Benefit is payable.
3. The Loss is the result of a Line Of Duty Accident.

Public Safety Officer means a Member whose primary job duties include controlling or reducing crime or juvenile delinquency, criminal law enforcement, or fire suppression. Public Safety Officer includes police officers, firefighters, corrections officers, judicial officers, and officially recognized or designated volunteer firefighters, if they otherwise meet the definition of Public Safety Officer.

Line of Duty Accident means an accident, including accidental exposure to adverse weather conditions, that occurs while you are taking any action which by rule, regulation, law, or condition of employment you are obligated or authorized to perform as a Public Safety Officer in the course of controlling or reducing crime or criminal law enforcement, including such action taken in response to an emergency while off duty.

If you are a Public Safety Officer, whose primary job duties are controlling or reducing crime, criminal law enforcement, or fire suppression, Line of Duty Accident includes a Line Of Duty Accident that occurs while you are on duty at social, ceremonial, or athletic functions to which you are assigned or for which you are paid as a Public Safety Officer by your Employer.

**P. Occupational Assault Benefit**

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

We will pay an Occupational Assault Benefit if all of the following requirements are met:

1. While Actively At Work you suffer a Loss for which an AD&D Insurance Benefit is payable.
2. The Loss is the result of an act of physical violence against you that is punishable by law and is evidenced by a police report.

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## WHEN AD&D INSURANCE BECOMES EFFECTIVE

### A. Your AD&D Insurance

You must apply in writing for AD&D Insurance and pay premiums to the Policyholder by signing a completed enrollment card. The Policyholder determines the amount of your contribution toward the cost of your insurance.

You may apply for insurance (a) within 60 days after you become eligible, (b) within 60 days of a change in family status as determined by your Employer, or (c) during your Employer's annual enrollment period.

Subject to the **Active Work Provisions**, your AD&D Insurance becomes effective on:

1. The first day of the month next following the date your application is received by your Employer if you apply within 60 days after you become eligible for insurance.
2. The later of (a) the date of a change in family status as determined by your Employer, and (b) first day of the month next following the date your application is received by your Employer if you apply within 60 days of a change in family status.
3. The first day of the Employer's plan year following the date you apply if you apply for insurance during your Employer's annual enrollment period.

### B. AD&D Insurance For Your Dependents

Subject to the **Active Work Provisions**, AD&D Insurance for your Dependents becomes effective on the later of the date your AD&D Insurance becomes effective, and:

1. The first day of the calendar month next following the date you apply for insurance for your Dependents, if you apply within 60 days after you become eligible for insurance.
2. The first day of the calendar month next following the later of (a) the date of a change in family status as determined by your Employer, and (b) the date you apply for insurance for your Dependents if, you apply within 60 days of such a change.
3. The first day of the Employer's plan year, if you apply for insurance for your Dependents during your Employer's annual enrollment period.

While AD&D Insurance for your Dependents is in effect, each new Dependent becomes insured immediately.

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## ACTIVE WORK PROVISIONS

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

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

You will also meet the Active Work requirement if:

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

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## **WHEN AD&D INSURANCE ENDS**

Your insurance ends automatically on the earliest of:

1. The date the Group Policy terminates.
2. The last day of the last period for which you made the required premium contribution.
3. The last day of the calendar month in which your employment terminates. However, if premium payment for the next period of insurance is made prior to the date your employment terminates, the last day of the calendar month next following the month in which your employment terminates.
4. The last day of the calendar month in which you cease to be a Member. However, if premium payment for the next period of insurance is made prior to the date you cease to be a Member, the last day of the calendar month next following the month in which you cease to be a Member. If you cease to be a Member because you are not working the required minimum number of hours, your insurance will be continued during the following periods, unless it ends under items 1. through 3. above:

A. Members employed by the Oregon University System:

- (1) During the first 12 months of an approved leave of absence.
- (2) During the first 90 days in which your Employer mandates that you involuntarily work less than half-time.
- (3) During a leave of absence if continuation of your insurance under the Group Policy is required by the state-mandated family or medical leave act or law.
- (4) During the first 15 months of an approved sabbatical leave of absence or an approved temporary leave of absence for the purpose of conducting special research, subject to the following provisions:
  - (a) The leave of absence must be approved in writing by your Employer prior to the beginning of the leave of absence. The written approval must contain the date you are scheduled to return to work.
  - (b) You must pay the full premium for your insurance continued under this provision by the first day of each calendar month during your leave of absence. Your insurance under this provision will automatically end on the last day of the last period for which you made the required premium contribution for your continued insurance.
  - (c) Your insurance will end on your scheduled date to return to work if you are not regularly scheduled to work at least 50% of the regular full-time hours each week on such date.
- (5) While you are receiving full salary (including sick pay) from your Employer.

B. For all other Members:

- (1) During the first 12 months of an approved leave of absence.
- (2) During the first 90 days in which your Employer mandates that you involuntarily work less than half-time.
- (3) During a leave of absence if continuation of your insurance under the Group Policy is required by the state-mandated family or medical leave act or law.
- (4) While you are receiving full salary (including sick pay) from your Employer.

C. For all Members:

- (1) For your Spouse, the date of your divorce.
- (2) For any Dependent, the date the Dependent ceases to be a Dependent.

- (3) For a Disabled Child, 90 days after the date we mail a request for proof that the Disabled Child continues to qualify as a Disabled Child and proof is not given.

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## **REINSTATEMENT OF INSURANCE**

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

1. If your insurance ends because you fail to make the required premium contribution, you must apply for insurance again during the times specified by your Employer.
2. If your insurance ends because you cease to be a Member and you become a Member again within twelve months, the Eligibility Waiting Period will be waived. You will become eligible for insurance on the first day of the calendar month following the month in which you work half-time.
3. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence or a military leave of absence and you become a Member again immediately following the end of the leave, the Eligibility Waiting Period will be waived and your insurance will become effective retroactive to the first day of the month in which you return, provided you are capable of Active Work requirement on that date.

VA.RE.01X

## **CLAIMS**

### **A. Filing A Claim**

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

### **B. Time Limits On Filing Proof Of Loss**

Proof Of Loss must be provided within 90 days after the date of the Loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90 day period. If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

### **C. Proof Of Loss**

Proof Of Loss means written proof that a Loss occurred:

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

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

### **D. Investigation Of Claim**

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

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

### **E. Time Of Payment**

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

#### F. Notice Of Decision On Claim

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

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

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

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

#### G. Review Procedure

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

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

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

VA.CL.01

## **ASSIGNMENT**

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

VA.AS.01

## **BENEFIT PAYMENT AND BENEFICIARY PROVISIONS**

#### A. Payment of Benefits

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

Benefits payable because of the death of a Dependent will be paid to you. If you are not living, benefits will be paid in equal shares to the first surviving class of the classes below.

1. The children of the Dependent.
2. The parents of the Dependent.
3. Your estate.

Dismemberment benefits will be paid to the person who incurred the Loss for which the benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.

## B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits.

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

You must name or change Beneficiaries in writing. Writing includes a form signed by you or a verification from the Policyholder or Employer of an electronic or telephonic designation made by you.

Your designation:

1. Must be dated;
2. Must be delivered to the Policyholder or Employer during your lifetime;
3. Must relate to the insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered to the Policyholder or Employer.

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

## C. Simultaneous Death Provision

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

## D. No Surviving Beneficiary

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

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

## E. Methods of Payment

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

### 1. Lump Sum

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

### 2. Standard Secure Access Checking Account

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

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

### 3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$25,000 or more;
- b. The Recipient chooses; and
- c. We agree.

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

VA.BB.01

## **ALLOCATION OF AUTHORITY**

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

Our authority includes, but is not limited to:

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

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

VA.AL.01

## **TIME LIMITS ON LEGAL ACTIONS**

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

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

VA.TL.01



## **INCONTESTABILITY PROVISIONS**

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

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

No misrepresentation will be used to reduce or deny a claim unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

After the insured's insurance has been in effect for two years, we will not use a misrepresentation to reduce or deny a claim, unless it was a fraudulent misrepresentation.

### **B. Incontestability Of Group Policy**

Any statement made by the Policyholder to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder will be used to deny a claim or to deny the validity of the Group Policy unless:

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

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

1. Nonpayment of premiums; or
2. Fraudulent misrepresentations.

VA.IN.01

## **DEFINITIONS**

Child means any child unmarried and without a domestic partner who meets the terms of eligibility outlined in the PEBB Administrative Rules. It is intended that the dependent Child of a Domestic Partner be entitled to the same benefits under this Group Policy as the dependent Child of a Member or the Member's Spouse.

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

Domestic Partner means an individual who, together with you, meets all of the criteria listed below. The individual and you:

- a. Are both at least eighteen (18) years of age;
- b. Share a close personal relationship and are responsible for each other's welfare;
- c. Are each other's sole domestic partners;
- d. Are not married to anyone nor has either had another domestic partner within the prior six months;
- e. Are not related by blood closer than would bar marriage in the State of Oregon;

- f. Have jointly shared the same regular and permanent residence for at least six (6) months; and
- g. Are jointly financially responsible for basic living expenses defined as the cost of food, shelter, and any other expenses of maintaining a household.

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

Group Policy means the group voluntary accidental death and dismemberment insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

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

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married.

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