



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

**GROUP LIFE INSURANCE CERTIFICATE OF COVERAGE  
WITH ACCELERATED DEATH BENEFIT**

**POLICYHOLDER:** TRICO COMPANIES, LLC

**POLICY NUMBER:** WA 301049

**REVISED EFFECTIVE DATE:** DECEMBER 1, 2021

**GOVERNING JURISDICTION:** WASHINGTON

This is to certify that LifeMap Assurance Company has issued and delivered the Group Life Insurance Policy to the Policyholder. The Policy insures the Employees of the Policyholder who are eligible for the insurance, become insured and continue to be insured according to the terms of the Policy. The terms of the Policy that affect your insurance are contained in the following pages. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the Policy.

The Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

This Certificate of Coverage describes the benefits that an insured Employee is entitled to receive and becomes a part of the Policy. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This Certificate voids and replaces any prior Group Life Insurance Certificate issued under the Group Policy Number shown above.

All terms of insurance under the Policy begin and end at 12:01 a.m. Standard time in the place where the Policy is delivered.

**This Certificate includes an Accelerated Life Benefit provision. This Accelerated Life Benefit does not and is not intended to qualify as long-term care under Washington state law. Washington state law prevents this Accelerated Life Benefit from being marketed or sold as long term care. This Accelerated Life Benefit is intended to qualify under Section 101(g) (26 U.S.C. 101 (g)) of the Internal Revenue Code of 1986 as amended by Public Law 104-191.**

**Receipt of Accelerated Benefits from a life insurance policy may cause you to lose your right to receive certain public funds, such as Medicare, Medicaid, Social Security, Supplemental Security Income (SSI), and possibly others.**

**Also, receiving Accelerated Benefits from a life insurance policy may have tax consequences for you. We cannot give advice about this. You may wish to obtain advice from a tax professional or an attorney before deciding to receive Accelerated Benefits from a life insurance policy.**

*The Coverage Outline on Page C-2 will tell you the classes of employees eligible for insurance, when eligibility for insurance begins, if you are required to contribute to the cost of your insurance, and the amounts of insurance provided by the Policy. The Table of Contents on Page C-3 will help you find specific provisions. The Definitions section on Page C-4 will provide definitions of important terms used in this Certificate.*

Signed for LifeMap Assurance Company at its Home Office in Portland, Oregon.

Assistant Secretary

President

## COVERAGE OUTLINE

**ELIGIBLE CLASSES:** Class 01 – All full-time active Owners working a minimum of 30 hours per week on a regular basis.

Class 02 – All full-time active Managers and Craft Employees working a minimum of 30 hours per week on a regular basis.

**ELIGIBILITY WAITING PERIOD – NEW EMPLOYEES:** Date of hire\*

\*Eligibility Date is 1<sup>st</sup> of the month following or coinciding with the Employee's date of hire.

**EMPLOYEE CONTRIBUTION:** Life and AD&D Insurance are noncontributory.

## BENEFIT SCHEDULE

### LIFE AND AD&D INSURANCE

<u>ELIGIBLE CLASS</u>	<u>EMPLOYEE'S LIFE INSURANCE</u>	<u>EMPLOYEE'S AD&amp;D PRINCIPAL SUM</u>
Class 01 & 02	\$15,000	\$15,000

**LIFE GUARANTEE ISSUE AMOUNT:**      \$15,000

**BENEFIT REDUCTIONS:** Life and AD&D Benefits reduce to 65% at age 65, to 45% at age 70, to 30% at age 75, to 20% at age 80, to 15% at age 85 and to 10% at age 90.

**CERTIFICATE OF COVERAGE  
TABLE OF CONTENTS**

<b>Page C-4</b>	<b>Definitions</b>
<b>Page C-9</b>	<b>Eligibility and Effective Dates</b> Eligibility Effective Date of Insurance When We May Require Evidence of Insurability Actively At Work Provision Continuity of Coverage Changes In Insurance When Insurance Ends
<b>Page C-13</b>	<b>Life Insurance</b> Facility of Payment Repatriation Settlement Options Extension of Life Insurance During Total Disability Accelerated Benefit for Terminal Illness Conversion Portability
<b>Page C-25</b>	<b>Accidental Death and Dismemberment Insurance</b> Covered Losses Adaptive Home and Vehicle Benefit Child Education Benefit Coma Benefit Day Care Benefit Exposure and Disappearance Benefit Felonious Assault Benefit Rehabilitation Benefit Seat Belt and Air Bag Benefit Spouse Education Benefit Exclusions
<b>Page C-35</b>	<b>Claims</b> Claim Forms Proof of Loss Physical Exam and Autopsy Incontestability Payment of Claims Review Procedure Legal Actions Contact Information
<b>Page C-37</b>	<b>General Provisions</b> Misstatement of Age or Sex Clerical Error or Omission Policy Changes Agency Certificates Assignment

## DEFINITIONS

Wherever used in this Policy, the following definitions will apply to the terms listed below. The masculine will include the feminine and the singular will include the plural. Other terms are defined where they are first used.

**“You”** and **“your”** refer to the insured Employee. **“We”**, **“us”** and **“our”** refer to LifeMap Assurance Company.

**Actively at Work** or **Active Work** means performing the material and substantial duties of your own occupation at the Employer's usual place of business.

**Active Employment** means the Employee is:

1. working for the Employer on a regular and active basis for at least the minimum number of hours stated in the Coverage Outline;
2. receiving regular Earnings from the Employer; and
3. employed:
  - a. at the Employer's usual place of business; or
  - b. at a location to which the Employer's business requires the Employee to travel.

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

**Beneficiary** or **Beneficiaries** means the person or persons designated to receive the Life Insurance Proceeds.

**Beneficiary Designation** means the written instrument in which beneficiaries are named or changed. The Beneficiary Designation must be:

1. signed and dated by you; and
2. delivered to the Employer during your lifetime; and
3. in a form acceptable to us.

If the Policy replaces all or part of insurance provided by an earlier group policy through the same Employer, a Beneficiary Designation under the earlier policy may be accepted.

**Certificate** means a document prepared by us which sets forth:

1. the benefits to which the insured Employee is entitled;
2. the method by which we determine to whom benefits are payable; and
3. the conditions, limitations, exclusions and requirements that apply.

**Child** means your or your Spouse's dependent child who is under age 26, unmarried, not in a domestic partnership and who meets any of the following criteria:

1. your or your Spouse's natural child, step child, adopted child or a child legally placed with you or your Spouse for adoption; or
2. a child for whom you or your Spouse have court-appointed legal guardianship; or
3. a child for whom you or your Spouse are required to provide coverage by a legal Qualified Medical Child Support Order (QMCSO).

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

A child born to you or your Spouse while this policy is in force will be immediately covered as an insured dependent 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.

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

**Confirmation Statement** means a letter that verifies the benefit level you and/or your Dependents have been approved for and the Effective Date of coverage.

**Contributory Insurance** means you must pay a part or all of the premiums. All such payments must be made directly to the Employer.

**Coverage Outline** means a summary of the eligible classes, Waiting Periods, amounts of insurance, and other relevant information which applies to the coverage provided by the Policy. The Coverage Outline forms Page C-2 of this Certificate.

**Dependent** means your Spouse or Child who is not in full time military service.

**Domestic Partner (non-state registered)** means an adult of the same or opposite sex who has an emotional, physical and financial relationship with you, similar to that of a spouse, as evidenced by the following facts:

1. you and your domestic partner share a residence and the financial responsibility for the joint household and intend to continue an exclusive relationship indefinitely;
2. you and your domestic partner each are at least eighteen (18) years of age;
3. you and your domestic partner are both mentally competent to enter into a binding contract;
4. neither you nor your domestic partner are married to or legally separated from anyone else;
5. you and your domestic partner are not related to one another by blood closer than would bar marriage; and
6. neither you nor your domestic partner is a domestic partner of anyone else.

State registered Domestic Partners are included under the definition of a "Spouse".

**Earnings** for Class 01 means your average rate of earnings as an insured owner/employee as figured:

1. from the line which reflects Ordinary Income (Loss) from Trade or Business Activities from the Schedule K-1 of your federal income tax return for the tax year just prior to your last full day of Active Work; or if you have not been an owner/employee for the year for which the most recent federal income tax return was filed, your earnings will be figured for the period of actual employment that you have been an owner/employee; and
2. from the income box on your W-2 which reflects wages, tips and other compensation received from your Employer for the calendar year just prior to your last full day of Active Work; or the period of your employment with your Employer if you did not receive a W-2 form prior to your last full day of Active Work.

Earnings will be determined by averaging K-1 and/or W-2 earnings over the lesser of:

1. the 3 most recent years; or
2. the period of your employment with your Employer if you have been employed for less than 3 years.

For W-2 income, it does not include earnings received from sources other than your Employer.

For K-1 income, it does not include earnings received from sources other than the LLC.

**Earnings** for Class 02 means your rate of earnings from your Employer in effect on your last full day of Active Work. It includes your total earnings before taxes, including any shift differential, and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It includes earnings actually received from commissions but does not include renewal commissions, bonuses, overtime pay, any other extra compensation or earnings received from sources other than your Employer.

Commissions will be averaged for the lesser of:

1. the 12 full calendar month period of your employment with your Employer just prior to your last full day of Active Work; or
2. the period of actual employment with your Employer.

**Effective Date** means the date determined by LifeMap Assurance Company on which an Employee becomes insured under this Policy.

**Eligibility Waiting Period** means the continuous length of time you must be in Active Employment before becoming eligible for coverage under the Policy. The Waiting Period is shown in the Coverage Outline.

**Employee** means a person who:

1. is in Active Employment with the Employer;
2. is eligible for insurance according to the Coverage Outline;
3. has federal taxes deducted from his or her Earnings and has had FICA deducted, matched and remitted by the Employer;
4. is not a temporary, seasonal or contract Employee; and
5. is a citizen of the United States or legally works in the United States.

**Employer** means the Policyholder and includes any division, subsidiary or affiliated company named in the Application for the Policy or any Policy amendments.

**Evidence of Insurability** means a statement or proof of a person's medical history which we will use to determine if the person is approved for insurance. Evidence of Insurability will be at the Employee's expense for late enrollees.

**Guarantee Issue** means the amount of insurance coverage you may receive under the Policy without submitting Evidence of Insurability. This amount is based on the class of insurance for which you are eligible according to the Coverage Outline.

**Illness** means sickness, disease, pregnancy, or complications of pregnancy.

**Noncontributory Insurance** means you are not required to pay any part of the premiums.

**Physician** means a person who:

1. is licensed to practice medicine and prescribe and administer drugs or perform surgery; or
2. is legally qualified as a medical practitioner providing services within the scope of his license and is required to be recognized under the Policy for insurance purposes according to the insurance statutes/regulations of the governing jurisdiction; and
3. is not the Employee or a relative of the Employee.

**Policy**, when capitalized, means the insurance policy issued and delivered to the Policyholder, including any endorsements, amendments and/or riders.

**Policyholder** means the person, individual firm, trust or other organization named in the Application for the Policy and to whom the Policy has been issued.

**Proceeds** means the amount of insurance we will pay as a benefit. This amount is based on the class of insurance for which the person is eligible on the last day of Active Work according to the Coverage Outline.

**Proof or Proof of Loss** means a properly completed claim form; **plus:**

1. for **Life Insurance** - a certified death certificate or a death decreed by court order;
2. for **Accidental Death** - in addition to the certified death certificate:
  - a. coroner's report;
  - b. investigating agency's report or police records;
  - c. Employer's Workers' Compensation report of claim, if applicable; and
  - d. news accounts, if available;
3. for **Accidental Dismemberment** -
  - a. medical records;
  - b. investigating agency's report or police records;
  - c. Employer's Worker's Compensation report of claim, if applicable; and
  - d. news accounts, if available;
4. for **Disability** -
  - a. completed statements by the Employee and the Employer;
  - b. a completed statement by the attending Physician(s), which must describe any restrictions on the Employee's performance of the duties of any occupation for Extension of Life Insurance;
  - c. proof of any other earnings and/or social security award;
  - d. a signed authorization for us to obtain more information; and
  - e. any other items we may reasonably require in support of the claim.

**Spouse** means your legal husband, wife, non-state registered domestic partner or state registered domestic partner as defined by your state of residence.



## **ELIGIBILITY AND EFFECTIVE DATES**

This section explains how and when an Employee may enroll under the Policy and when an Employee's insurance will end.

### **A. ELIGIBILITY**

You are eligible for coverage under the Policy if you meet the eligibility requirements stated in the Coverage Outline. Your eligibility date is the later of:

1. the date on which this Policy takes effect; or
2. the date specified in the Coverage Outline which follows your completion of the Waiting Period.

If you are a former employee who is rehired within 6 months of the date your employment terminated, your previous service in an eligible class will apply toward the waiting period to determine your eligibility date.

### **B. EFFECTIVE DATE OF INSURANCE**

Subject to Item D. ACTIVELY AT WORK PROVISION and any Evidence of Insurability requirements, you will become insured:

1. for Noncontributory Insurance – on your eligibility date;
2. for Contributory Insurance – as follows:
  - a. if you enroll for an amount equal to or less than the Guarantee Issue Amount within 31 days after first becoming eligible, coverage will take effect on your eligibility date; or
  - b. if you enroll for an amount above the Guarantee Issue Amount within 31 days after first becoming eligible, coverage for the amount above the Guarantee Issue Amount will take effect on the Effective Date assigned by us, as shown on your Confirmation Statement, if your Evidence of Insurability is approved; or
  - c. if you enroll for any amount more than 31 days after first becoming eligible, coverage will take effect on the Effective Date assigned by us, as shown on your Confirmation Statement, if your Evidence of Insurability is approved.

### **C. WHEN WE MAY REQUIRE EVIDENCE OF INSURABILITY**

We will require Evidence of Insurability for all persons applying for insurance in any of the following situations:

1. the amount of insurance exceeds the Guarantee Issue Amount shown in the Coverage Outline;
2. for Contributory Insurance - enrollment is made more than 31 days after you first became eligible; or
3. you have previously converted your insurance under the Policy to an individual policy which is in force when you become eligible again following rehire.

Approval of coverage is subject to our review of your Evidence of Insurability. If insurance is approved, you will receive a Confirmation Statement verifying the amount(s) and Effective Date(s) of coverage. Coverage will begin on the Effective Date shown on your Confirmation Statement provided you are Actively at Work and performing all the regular duties of your own occupation and the required premium has been paid.

#### **D. ACTIVELY AT WORK PROVISION**

Coverage will take effect as scheduled only if you are Actively at Work all day on the last regular working day before the scheduled Effective Date. If you are absent from work due to illness (including pregnancy or complications of pregnancy) or injury, coverage will not become effective until the first day after you complete one full day of Active Work.

However, coverage will take effect on your regular day off, a holiday, or a paid vacation day, if the regularly scheduled Effective Date falls on that date and you were Actively at Work on the last regular working day before that date.

This Actively at Work requirement also applies to any increase in your coverage.

#### **E. CONTINUITY OF COVERAGE**

In order to prevent loss of coverage for an Employee when this Policy replaces a group life insurance policy the Employer had in force with another insurance carrier immediately prior to the Policy effective date, we will provide the following coverage.

##### **Employees not Actively at Work on the Policy effective date**

Subject to premium payments, you may become insured under this Policy on the effective date if you:

1. were insured under the prior carrier's group life insurance policy immediately prior to the Policy effective date; and
2. are not Actively at Work on the Policy effective date; and
3. are a member of an eligible class under this Policy; and
4. are not receiving or eligible to receive benefits under the prior carrier's group life insurance policy.

Any Life benefit payable will be the lesser of:

1. the Life insurance benefit payable under this Policy; or
2. the life insurance benefit payable under the prior carrier's group life insurance policy had it remained in force.

#### **F. CHANGES IN INSURANCE**

Changes in insurance due to changes in salary, classification and plan design will become effective on the first day of the month following or coinciding with the date of the change, except that:

1. all increases in insurance are subject to Item D. ACTIVELY AT WORK PROVISION; and
2. insurance which exceeds the Guarantee Issue Amount shown in the Coverage Outline will take effect on the Effective Date assigned by us if Evidence of Insurability is approved. However, once Evidence of Insurability has been approved, any further increases in insurance will not require submission of Evidence of Insurability.

## **G. WHEN INSURANCE ENDS**

Your insurance under the Policy will end on the **earliest** of the following dates:

1. the date the Policy terminates;
2. the last day of the period for which you have made any required contribution (Contributory Insurance);
3. the date employment terminates (please note: payment of premium for an employee who no longer meets the eligibility requirement does not continue coverage for such employee);
4. the date you retire;
5. the date you cease to be eligible.

Ceasing to be Actively at Work will be deemed termination of employment except that coverage may be continued with premium payment (unless coverage ends under 1. through 5. above) as follows:

### **Disability:**

Coverage may be continued if your:

- a. ability to work is limited due to illness or injury; and
- b. eligibility ends because you are working less than the minimum number of hours required by the Policy to be a member of an eligible class.

If you meet the requirements of items a. and b. above, coverage will be continued during the period your ability to work is limited, for up to 6 months.

However, this provision will not apply if you are eligible for continued coverage under the Extension of Life Insurance During Total Disability provision.

### **Temporary Layoff:**

Coverage may be continued during a temporary layoff.

If eligible, coverage will be continued through the end of the month that immediately follows the month in which the temporary layoff begins.

### **Military Service Leave of Absence:**

Coverage may be continued during a leave of absence for military service of 30 days or more.

If eligible, coverage will be continued for up to the greater leave period provided under **Leave of Absence** or **Family and Medical Leave of Absence** below.

### **Leave of Absence:**

Coverage may be continued during a leave of absence approved in writing in advance by your Employer.

If eligible, coverage will continue through the end of the month that immediately follows the month in which the leave of absence begins.

**Family and Medical Leave of Absence:**

Coverage may be continued during a Family and Medical Leave of Absence as defined by the Federal Family and Medical Leave Act of 1993, and any amendments.

If eligible, coverage will continue up to the greater of the leave period required under the:

- i. Federal Family and Medical Leave Act of 1993, and any amendments; or
- ii. applicable state law.

If your Employer'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.

**Continuation of Coverage During Labor Dispute:**

If your compensation is suspended or terminated directly or indirectly as the result of a strike, lockout, or other labor dispute, you may continue coverage for a period not exceeding six months by payment of premiums as they become due directly to the Policyholder at the rate and for the coverage provided.

The amount of coverage shall not be increased nor decreased during the period of continued coverage. At the end of the period for which coverage may be continued, if coverage through the Policyholder is no longer available, you may purchase an individual life insurance policy from Texas Life Insurance Company (Texas Life).

When you are eligible for continued coverage under this provision, you will be notified immediately by the Policyholder in writing, by mail addressed to the address last on record with the Policyholder, that you may pay the premiums to the Policyholder as they become due. Payment of the premiums when due is a condition required for continuation of coverage.

## **LIFE INSURANCE**

Subject to any reduction or termination provisions of the Policy, if you die while insured under the Policy, we will pay the Life Insurance Proceeds to your Beneficiary(ies) when we receive Proof of your death.

Proceeds are based on the class of insurance for which you are eligible on the last day of Active Work according to the Coverage Outline.

### **FACILITY OF PAYMENT**

The following paragraphs describe to whom we will pay the Proceeds when you die. Our liability for the payment ends if we make it in good faith.

#### **A. PAYMENT TO BENEFICIARIES**

We will pay the Proceeds to the designated Beneficiary or Beneficiaries listed on your enrollment form. If one or more Beneficiaries die before you, the deceased Beneficiaries and their estates have no rights to the Proceeds. Two or more surviving Beneficiaries will share equally, unless otherwise specified.

#### **B. WHEN THERE IS NO SURVIVING BENEFICIARY**

If there is no designated Beneficiary, or if the designated Beneficiary does not survive you, we will pay the Proceeds in equal shares to your surviving relatives of the highest rank of the following:

1. Spouse;
2. children;
3. parents; or
4. your estate.

**Children**, for the purposes of the Facility of Payment provision only, means biological and adopted children.

#### **C. IF THE BENEFICIARY IS A MINOR OR INCOMPETENT**

If a Beneficiary is a minor or not competent, we have the right to pay up to \$1,000 to the person or institution who appears to us to have assumed the Beneficiary's custody and principal support. We will take this action until or unless a formal complaint is made by a legal representative of the Beneficiary.

Our liability for the above payment ends if we make it in good faith. We will pay remaining benefits upon Proof acceptable to us of guardianship or conservatorship to the legal estate of the minor child or incompetent Beneficiary.

#### **D. ADDITIONAL PAYMENT OF PROCEEDS**

We may pay up to 10% of the Proceeds or \$1,000, whichever is greater, according to law, to any person who appears to us to have incurred costs from your last illness, death, or funeral.

## REPATRIATION BENEFIT

We will pay a Repatriation Benefit in addition to the Life Insurance Proceeds if your death occurs more than 100 miles from your primary place of residence.

The Repatriation Benefit payable is the lesser of:

1. the expense incurred for:
  - a. preparation of your body for burial or cremation; and
  - b. transportation of your body to the place of burial or cremation; or
2. 10% of the Life Insurance Proceeds; or
3. \$5,000.

## SETTLEMENT OPTIONS

We will pay the Proceeds in a lump sum to the designated Beneficiary or Beneficiaries unless another settlement option has been selected. Following are the other settlement options available.

### A. MONTHLY PAYMENTS

Proceeds may be paid to each Beneficiary on a monthly basis for a fixed term of years if:

1. a written election is made by you; or
2. we receive a written request from each Beneficiary who is to receive Proceeds; and
3. we agree.

Each such monthly payment must be at least \$100.

The following table describes how monthly payments will be calculated.

**TABLE OF MONTHLY PAYMENTS PER \$1,000 OF PROCEEDS**

<u>Years Payable</u>	<u>Monthly Payment</u>
1	\$84.28
2	\$42.66
3	\$28.79
4	\$21.86
5	\$17.70
10	\$ 9.39
15	\$ 6.64
20	\$ 5.27

The above payments are based on 2.5% interest, compounded annually. We may also pay an additional interest that we may declare from year to year.

The first payment will be paid:

1. on the date Proceeds would have been paid in one sum; or
2. on the date the Beneficiary requests.

If all Beneficiaries receiving monthly payments die, we will pay the unpaid Proceeds plus earned interest in one sum to the estate of the last surviving Beneficiary.

### B. OTHER SETTLEMENT OPTIONS

Other settlement options may be arranged if you and we agree. We will furnish data on these other options upon request.

## **EXTENSION OF LIFE INSURANCE DURING TOTAL DISABILITY**

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

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

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

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

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

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

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

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

### **A. QUALIFYING FOR EXTENDED INSURANCE**

To qualify for extended insurance, you must:

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

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

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

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

**NOTE:** If you become Totally Disabled on or after your 60<sup>th</sup> birthday, but otherwise meet the above conditions for extended insurance, your Employer will continue your Basic Life insurance by payment of premium, subject to Item D. WHEN EXTENDED LIFE INSURANCE ENDS, except that coverage extended in this manner ends on the earlier of the date the Policy terminates or your attainment of age 65. This election of continued coverage applies to all qualified Employees of the Employer.

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

#### **B. AMOUNT OF EXTENDED INSURANCE**

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

#### **C. IF THE INSURED DIES**

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

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

#### **D. WHEN EXTENDED LIFE INSURANCE ENDS**

Extended Life Insurance will end on the earliest date you:

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



## **E. CONVERSION RIGHTS**

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

## ACCELERATED BENEFIT FOR TERMINAL ILLNESS

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

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

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

**Terminally Ill** or **Terminal Illness** means Physician certification that you have been diagnosed with a medical condition which is reasonably expected to result in death within twenty-four months or less after the date of the certification. Satisfactory certification must be made and submitted while you are covered under the Policy. Certification shall include, but is not limited to, clinical, radiological and laboratory evidence.

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

### A. BENEFIT AMOUNT AND BENEFIT COST

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

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

There is no cost for the Accelerated Benefit unless it is exercised. If exercised, the cost will be the interest, in advance, on the Accelerated Benefit for 24 months.

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

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

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

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

$$I = A - \frac{A}{1 + 2i}$$

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

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

## Benefit Cost Illustration

The following illustration shows how the cost of the Accelerated Benefit is calculated if the life insurance amount is \$50,000 and the Accelerated Benefit requested is 80%.

Amount requested = \$40,000 (80% of the life insurance amount)  
Annual interest rate charged = 90-day Treasury Bill Rate (assume 5%)

$$\frac{\$40,000 - \$40,000}{1 + 2(.05)} = \$3,636.36 \text{ Benefit Cost}$$

\$40,000.00 Benefit Requested  
- 3,636.36 Benefit Cost  
\$36,363.64 Accelerated Benefit Payable to the Employee

The remaining group life insurance amount is \$10,000. Premium on the remaining life insurance will be waived when an Accelerated Benefit is paid.

*The amounts shown in this section are for illustration purposes only and do not reflect the amounts available under the policy.*

## B. CONDITIONS

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

1. The written consent of any assignee or irrevocable beneficiary must be given to us.
2. The Accelerated Benefit is available on a voluntary basis only, therefore:
  - a. if you are required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise; or
  - b. if you are required by a government agency to use this option in order to apply for, obtain or keep a government benefit or entitlement;you are not eligible for this benefit.
3. In the event you die after a request is made, but before the Accelerated Benefit is paid:
  - a. the Accelerated Benefit is not payable; and
  - b. the Life Insurance Proceeds of the Policy will be paid to the Beneficiary as if no request had been made.
4. The Accelerated Benefit is not available to retirees.

### **C. INDEPENDENT MEDICAL OPINION**

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

1. Each party will select a Physician.
2. Both Physicians will:
  - a. examine you and all medical records; and
  - b. submit an opinion.
3. If the two Physicians do not agree, they will choose a third disinterested Physician acceptable to both.
4. The third Physician will:
  - a. examine you and the medical records; and
  - b. provide an independent third opinion.
5. If the opinion of the third Physician is in your favor, we will:
  - a. accept the decision as binding; and
  - b. pay the expenses of the Physicians involved.
6. If the opinion is in our favor:
  - a. we will pay the expenses of our Physician and the third Physician; and
  - b. you will pay the expenses of your Physician.
7. A decision by the third Physician in our favor is not binding on you. You have the right to mediation or binding arbitration conducted by a disinterested third party who has no ongoing relationship with either party. Any such arbitration shall be conducted in accordance with Chapter 7.04 RCW. As part of the final decision, the arbitrator or mediator shall award the costs of arbitration to one party or the other or may divide the costs equally or otherwise.

### **D. EFFECT ON LIFE AMOUNT**

Within 20 days of receipt of the request for Accelerated Benefits, we will send you and your irrevocable beneficiary, if any, a statement showing how the Accelerated Benefit is calculated and what effect payment of the Accelerated Benefit will have on the Life Insurance amount. The amount of your Life Insurance after payment of an Accelerated Benefit will be the amount of Life Insurance in force as if no Accelerated Benefit had been paid; **less:**

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

If you are eligible for Accidental Death & Dismemberment (AD&D) benefits and suffer a Covered Loss that is payable under the AD&D benefits, such benefit will not be effected by payment of the Accelerated Benefit.

### **E. 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**

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

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

### **A. ELIGIBILITY FOR CONVERSION**

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

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

### **B. TIME LIMIT FOR CONVERSION**

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

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

### **C. CONVERSION POLICY BENEFITS**

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

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

The face amount of the conversion policy must be at least \$1,000, but may not exceed the lesser of:

1. The amount of group life insurance in force under this Policy on the last day of coverage; or
2. \$150,000.

#### **D. CONVERSION WHEN THIS POLICY TERMINATES**

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

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

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

#### **E. IF THE INSURED PERSON DIES**

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

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

#### **F. PROTECTING THE RIGHT TO EXTENDED INSURANCE**

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

## **PORTABILITY**

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

If your coverage would otherwise end, you may elect to continue Life Insurance under the Group Policy for yourself if you meet the following eligibility requirements.

### **A. ELIGIBILITY**

To qualify for Portability, you must:

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

Please contact LifeMap Assurance Company at 1-800-794-5390 or (503) 721-7161 to obtain a Request for Portability of Life Insurance Form and Premium Calculation Sheet.

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

Portability is not available to any person opting for coverage under a Conversion Policy.

### **B. LIFE BENEFIT**

The amount of Life Insurance that may be ported is the amount in force on the day coverage would otherwise have ended under the Policy. However, the maximum amount that may be ported in combination with any Voluntary Life Insurance is limited to \$500,000. You may choose to continue a lesser amount in multiples of \$1,000; however, the minimum amount available to port is \$10,000.

### **C. LIMITATIONS**

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

## **D. PREMIUM**

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

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

## **E. TERMINATION OF PORTABILITY COVERAGE**

Portability coverage for all persons will terminate on the earliest of the following dates:

1. the date the Group Policy terminates;
2. the date your coverage becomes effective under the same Group Policy after returning to work for the Policyholder or an Employer insured under the Policyholder;
3. the day after the last period for which premiums were paid;
4. the premium due date next following the date you reach age 65; or
5. if you ported coverage, the date you are subsequently approved for Extension of Life Insurance.

If you cease to qualify for Portability Insurance, you may purchase a Conversion Policy as stated under the Conversion provision.



## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

We will pay the amount of the Proceeds shown in the Table of Losses below when we receive satisfactory Proof of Accidental Bodily Injury to you which results in a Covered Loss. Such loss must:

1. result from an Accidental Bodily Injury which occurred while insured for this benefit; and
2. occur within 365 days after the date of the Accidental Bodily Injury.

**Accidental Bodily Injury** means immediate traumatic physical damage to the body which:

1. results directly from an unexpected and unintentional event; and
2. is independent of disease, bodily infirmity or any other cause.

**Covered Loss** means, with regard to:

1. **Life** - death;
2. **Hand or foot** - complete severance through or above the wrist or ankle joint;
3. **Thumb and index finger** - complete severance through or above the metacarpophalangeal joints;
4. **Sight** - entire and unrecoverable loss of sight;
5. **Speech or Hearing** - entire and unrecoverable loss of speech or hearing (loss in both ears);
6. **Uniplegia** - complete and irreversible loss of the use (paralysis) of one limb;
7. **Paraplegia** - complete and irreversible loss of the use (paralysis) of both lower limbs;
8. **Hemiplegia** - complete and irreversible loss of the use (paralysis) of the upper and lower limbs on one side of the body;
9. **Triplegia** - complete and irreversible loss of the use (paralysis) of three limbs; or
10. **Quadriplegia** - complete and irreversible loss of the use (paralysis) of both upper and both lower limbs.

We will pay the Proceeds to the Beneficiary in the case of Accidental Loss of Life. Unless otherwise specified, Proceeds for all other Covered Losses are payable to you.

### A. COVERED LOSSES

#### Table of Losses

We will pay the Proceeds for a Covered Loss as shown in the following table:

<u>For Accidental Loss of</u>	<u>Amount Payable</u>
Life.....	Principal Sum
Quadriplegia.....	Principal Sum
Triplegia or Paraplegia.....	Three-quarters of the Principal Sum
Hemiplegia.....	One-half of the Principal Sum
One hand, one foot or sight of one eye .....	One-half of the Principal Sum
Speech or Hearing.....	One-half of the Principal Sum
Uniplegia.....	One-quarter of the Principal Sum
Thumb and Index finger on either hand.....	One-quarter of the Principal Sum
Two or more of the above losses resulting from the same accident .....	Principal Sum or the sum of the Proceeds payable for each loss, whichever is less

The Accidental Death and Dismemberment "Principal Sum" is shown in the Coverage Outline.

No more than 100% of the Principal Sum will be paid for all Covered Losses resulting from any one accident, except as specifically provided under Items B. through J. below.

## **B. ADAPTIVE HOME AND VEHICLE BENEFIT**

Subject to all conditions and limitations of this AD&D Benefit, if you suffer an Accidental Bodily Injury which results in a Covered Loss, an Adaptive Home and Vehicle Benefit will be payable in addition to the Covered Loss. For this benefit to be payable:

1. Such home alterations must be:
  - a. made by a person or persons with experience in such alterations; and
  - b. recommended by a recognized organization associated with the injury;
2. such vehicle modifications must be:
  - a. carried out by a person or persons with experience in such matters; and
  - b. approved by the Motor Vehicle Department.

The Adaptive Home and Vehicle Benefit payable is the lesser of:

1. 5% of the Principal Sum; or
2. \$5,000; or
3. the actual one-time cost,

for such alterations and/or modifications, incurred within two years from the date of the accident, to your:

1. principal residence; and/or
2. Private Automobile,

to make the residence accessible to you, or the Private Automobile driveable or rideable for you.

**Private Automobile** means a four-wheeled, private passenger car, station wagon, pick-up truck, van or jeep-type automobile which is not being used as a Common Carrier.

**Common Carrier** means a conveyance operated by a concern, other than the Employer, organized and licensed for the transportation of passengers for hire and operated by an employee of that concern.

### **C. CHILD EDUCATION BENEFIT**

Subject to all conditions and limitations of this AD&D Benefit, if you die as a result of an Accidental Bodily Injury, a Child Education Benefit is payable in addition to the Principal Sum. This benefit is payable to each Dependent child who qualifies as a Student.

**Student**, for the purpose of this Child Education Benefit, means a person who is your Dependent on the date of your death and who:

1. is a post-high school student who attends a school for higher learning on a full time basis on the date of your death; or
2. became a full time post-high school student in a school for higher learning within 365 days after your death and was a student in the 12<sup>th</sup> grade on the date of your death.

The term “full time” student shall mean registered for not less than 12 course credit hours per semester. If the institution establishes full time student status by a method other than semester credit hours, we reserve the right to determine whether the student qualifies as full time.

No benefit is payable to any Dependent child who has not furnished proof to us of his or her Student status.

The Child Education Benefit payable is the lesser of:

1. the actual tuition expense for any one school year; or
2. 5% of the Principal Sum; or
3. \$5,000.

We will not pay more than one Child Education Benefit per Student during any one school year.

If the Student is a minor, we will pay benefits to the Student’s legal representative.

The Child Education Benefit will no longer be payable on the first to occur of:

1. the date on which the 4<sup>th</sup> Child Education Benefit is paid; or
2. the end of the 12<sup>th</sup> consecutive month during which the Dependent has not furnished satisfactory proof to us that he or she is a Student.

If no Dependent child qualifies as a Student, we will pay \$2,500, in accordance with your beneficiary designation.

#### **D. COMA BENEFIT**

Subject to all conditions and limitations of this AD&D Benefit, if as a result of an Accidental Bodily Injury you:

1. become Comatose within 31 days from the date of the accident; and
2. remain continuously Comatose for at least 30 days,

we will pay a Coma Benefit.

**Coma** means complete and continuous:

1. unconsciousness; and
2. inability to respond to external or internal stimuli.

The Coma Benefit is a monthly amount equal to 1% of the Coma Maximum Benefit Amount and is payable for each month after the 30-day waiting period in which you remain in a Coma.

The Coma Maximum Benefit Amount equals the Principal Sum under the AD&D Benefit, less all other payments under the AD&D Benefit for all losses which are due to the same accident.

The Coma Benefit will no longer be payable on the earliest of:

1. the end of the month in which you die;
2. the end of the month in which you recover from the Coma;
3. the date on which the total of Coma Benefit payments equals the Coma Maximum Benefit Amount; or
4. the date on which 100 Coma Benefit payments have been made.

Monthly coma benefit payments will be payable to your legal guardian, or in the event no legal guardian is appointed, to the person, who in our opinion, is responsible for your care. In the event of your death, any Accidental Death benefits payable will be paid to your beneficiary.

## E. DAY CARE BENEFIT

Subject to all conditions and limitations of this AD&D Benefit, if you die as a result of an Accidental Bodily Injury, a Day Care Benefit is payable in addition to the Principal Sum. The Day Care Benefit is payable for each Dependent if:

1. such Dependent is less than age 12 at the time of your death; and
2. proof of such Dependent's enrollment in a Day Care Program is provided as described below.

The Day Care Benefit payable is the lesser of:

1. 5% of the Principal Sum; or
2. \$5,000.

One Day Care Benefit is payable each year for each Dependent who qualifies for Day Care Benefits. No more than four Day Care Benefits will be payable for each Dependent. Payment will be made to the person who has primary responsibility for such Dependent's expenses.

Proof of a Dependent's enrollment in a Day Care Program may be in the form of, but will not be limited to, the following:

1. a copy of the Dependent's approved enrollment application in a Day Care Program;
2. canceled check(s) which prove payment for a Day Care Program; or
3. a letter from the Day Care Program stating that the Dependent:
  - a. is attending a Day Care Program; or
  - b. has been enrolled in a Day Care Program and will be attending within 365 days of your death.

Proof of enrollment must be sent to us prior to the last day of the 12th month on or next following the date of your death.

**Day Care Program** means a program of child care which:

1. is operated in a private home, school or other facility;
2. provides and charges a fee 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 child care on a daily basis for 12 months a year.

A Day Care Program will not mean a program of child care which is provided by an immediate relative of the child receiving the care. An immediate relative is a sibling, parent, step-parent, grandparent, aunt or uncle.

If no Dependent qualifies for Day Care Benefits, we will pay \$2,500, in accordance with your beneficiary designation.

## **F. EXPOSURE AND DISAPPEARANCE BENEFIT**

Exposure to the elements which results in a Covered Loss will be presumed to be an Accidental Bodily Injury if:

1. it results from the forced landing, stranding, sinking or wrecking of a conveyance in which you were an occupant at the time of the accident; and
2. the Policy would have covered an Accidental Bodily Injury resulting from the accident.

We will presume that you suffered Loss of Life if:

1. your body has not been found within one year after the disappearance of a conveyance in which you were an occupant at the time of its disappearance;
2. the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and
3. the Policy would have covered an Accidental Bodily Injury resulting from the accident.

## **G. FELONIOUS ASSAULT BENEFIT**

Subject to all conditions and limitations of this AD&D Benefit, if:

1. you suffer an Accidental Bodily Injury as the result of a Felonious Assault; and
2. the Accidental Bodily Injury results in a Covered Loss within 180 days after the date of the Accidental Bodily Injury,

a Felonious Assault Benefit is payable in addition to the Principal Sum.

The Felonious Assault Benefit payable is an amount equal to 10% of the Principal Sum, not to exceed \$10,000.

**Felonious Assault** means a violent or criminal act directed at you during the course of:

1. a robbery, hold-up, kidnapping or criminal assault; or
2. an attempt at any of the above,

which constitutes a felony under the law.

Such Felonious Assault must not be committed by an Employee of the Employer, or by your family member, or by a member of the household in which you live.

## **H. REHABILITATION BENEFIT**

Subject to all conditions and limitations of this AD&D Benefit, if you suffer an Accidental Bodily Injury which results in a Covered Loss, a Rehabilitation Benefit will be paid in addition to the Principal Sum.

The Rehabilitation Benefit payable is the lesser of:

1. the Expense Incurred for Rehabilitative Training; or
2. 5 % of the Principal Sum; or
3. \$5,000.

**Rehabilitative Training** means any training which:

1. is required due to your injury; and
2. prepares you for an occupation in which you would not have engaged except for the injury.

**Expense Incurred** means the actual cost of the:

1. training; and
2. materials needed for the training.

The expense must be incurred during the two year period that begins on the date of your accident.

## **I. SEAT BELT BENEFIT**

Subject to all conditions and limitations of this AD&D Benefit, if you die as a result of an Accidental Bodily Injury, while:

1. a passenger riding in; or
2. the licensed operator of,

an Automobile and, at the time of the accident, you were properly wearing a Seat Belt as verified in the official report of the accident or by the investigating officer, then a Seat Belt Benefit will be payable in addition to the Principal Sum.

The Seat Belt Benefit payable is the lesser of:

1. the Principal Sum; or
2. \$10,000;

however, if such verification is not available and it is unclear whether you were properly wearing a Seat Belt at the time of the accident, we will pay a benefit of \$1,000, in addition to the Principal Sum.

**Automobile** means a duly registered four-wheeled, private passenger car, pick-up truck, van, self-propelled motor home or sport utility vehicle which is not being used as a Common Carrier.

**Seat Belt** means an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Automobile, or proper replacement parts as required by the Automobile manufacturer's specifications.

## **AIR BAG BENEFIT**

If a Seat Belt Benefit is payable, we will pay an additional 50% of the Seat Belt Benefit, not to exceed \$5,000, as an Air Bag Benefit, provided that:

1. you were positioned in a seat that was equipped with a factory installed Air Bag; and
2. you were properly strapped in the Seat Belt when the Air Bag inflated; and
3. the police report establishes that the Air Bag inflated properly upon impact.

**Air Bag** means an inflatable supplemental passive restraint system installed by the manufacturer of the Automobile, or proper replacement parts as required by the Automobile manufacturer's specifications, that inflates upon collision to protect an individual from injury and death. An Air Bag is not considered a Seat Belt.



## **J. SPOUSE EDUCATION BENEFIT**

Subject to all conditions and limitations of this AD&D Benefit, if you die as a result of an Accidental Bodily Injury, a Spouse Education Benefit is payable in addition to the Principal Sum. This benefit is payable to your Spouse.

To qualify for this benefit, your Spouse must be enrolled in an Occupational Training program:

1. for the purpose of obtaining an independent source of income; and
2. within two years of the date of your death.

The Spouse Education Benefit payable is the lesser of:

1. the Expense Incurred for Occupational Training; or
2. 5% of the Principal Sum; or
3. \$5,000.

We will pay the Spouse Education Benefit immediately after we receive proof that your Spouse has enrolled in an Occupational Training Program.

If there is no surviving Spouse, we will pay \$2,500, in accordance with your beneficiary designation.

**Occupational Training** means any:

1. education;
2. professional; or
3. trade training

program which prepares the Spouse for an occupation for which he or she otherwise would not have been qualified.

**Expense Incurred** means:

1. the actual tuition charged, exclusive of room and board; and
2. the actual cost of the materials needed

for the Occupational Training program. The expense must be incurred during the two year period that begins on the date of your death.

## K. EXCLUSIONS

Even though a loss results from Accidental Bodily Injury, no payment will be made under this section if either the Accidental Bodily Injury or the loss are caused by, or incurred as a result of, any of the following:

1. suicide, intentionally self-inflicted injury, or any attempt to injure oneself, while sane or insane;
2. active participation in a riot. "Active participation" does not include being at the scene of a riot during the performance of official duties;
3. war or any act of war, whether declared or undeclared;
4. injury suffered while serving in the military forces of any country, except during a period of extended coverage as shown in the Military Service Leave of Absence provision under G. WHEN INSURANCE ENDS;
5. committing or attempting to commit an assault or felony;
6. any sickness, disease or pregnancy existing at the time of the Accidental Bodily Injury, or any medical treatment for such sickness, disease or pregnancy;
7. heart attack (including but not limited to myocardial infarction) or stroke (including but not limited to cerebrovascular accident);
8. bodily infirmity or disease from bacterial or viral infections, other than infection caused from an Accidental Bodily Injury sustained while covered under this section of the Policy;
9. taking medications, drugs, sedatives, narcotics, barbiturates, amphetamines or hallucinogens unless prescribed for the insured person and used and consumed in accordance with the directions of the prescribing physician or administered by a licensed physician;
10. travel, flight in or descent from any aircraft, including balloons and gliders, except as a fare-paying passenger on a regularly scheduled flight; or
11. the insured person's intoxication.

**Intoxication** means that blood alcohol content or the results of other means of testing blood alcohol level, meet or exceed the legal presumption of intoxication under the law of the state where the accident took place.

## **CLAIMS**

This section explains some of the terms and conditions relating to payment of claims.

### **A. CLAIM FORMS**

We will furnish the claim forms for filing Proof of Loss within 15 days after they are requested. If we do not do so, the claimant may comply with the Proof of Loss requirements of the Policy by submitting:

1. written Proof showing the occurrence, nature and extent of the loss for which claim is made;
2. the Proof within the time fixed in Item B. PROOF OF LOSS.

### **B. PROOF OF LOSS**

1. Written Proof of Loss must be furnished to us at our Home Office within 90 days after the date of the loss.
2. Failure to furnish Proof will not invalidate nor reduce any claim if it is not reasonably possible to give Proof within 90 days, provided the Proof is furnished as soon as reasonably possible.
3. In no event, except in the absence of legal capacity of the claimant, may Proof be given later than one year from the time Proof is otherwise required.
4. Proof of continuing disability must be furnished within 90 days of the date such Proof is requested.

### **C. PHYSICAL EXAM AND AUTOPSY**

We have the right and opportunity to have a person whose injury or illness is the basis of a claim examined by a Physician of our choice at our expense. This right may be used as often as reasonably required while the claim is pending and, in the case of death, includes an autopsy, where it is not forbidden by law.

### **D. INCONTESTABILITY**

In the absence of fraud, any statement by you or your Dependent to obtain coverage under the Policy will be a representation and not a warranty. No misrepresentation will be used to reduce or deny a claim or to deny the validity of coverage unless:

1. coverage would not have been approved except for the misrepresentation;
2. the misrepresentation is contained in a written instrument signed by you or your Dependent;  
and
3. a copy of the written instrument containing the misrepresentation has been given to you, the Dependent or the Beneficiary.

After coverage has been in effect for two years during the lifetime of the person, no misrepresentation will be used to reduce or deny a claim or to deny the validity of coverage.

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

## **E. PAYMENT OF CLAIMS**

We will pay the Proceeds for insured losses as soon as we receive satisfactory Proof of Loss.

If we fail to pay the Life Insurance Proceeds under this Policy within 30 days after we receive due Proof of death, and if the Beneficiary elects to receive a lump sum settlement, we will pay interest on the Proceeds after the expiration of the 30-day period. We will compute the interest from the date of the insured person's death until the date of payment, at a rate not lower than that paid by the insurer on other withdrawable policy owner funds, or eight percent, whichever is greater. Interest on claims not paid within 90 days of receipt of due Proof of death will be this amount, plus three percent.

At the end of the 30-day period specified above, we will notify the designated Beneficiary at his or her last known address that interest at the applicable rate will be paid on the lump sum Proceeds from the date of death of the insured person.

## **F. REVIEW PROCEDURE**

A claimant has the right to a review of any denial by us of all or any part of a claim. To obtain a review for life insurance claims, a written request for review should be sent to us at our Home Office within 60 days after the claimant receives notice of denial. To obtain a review for disability insurance claims, a written request for review should be sent to us at our Home Office within 180 days after the claimant receives notice of denial. No special form is required.

The claimant may submit written comments and provide additional documentation in support of the claim, and may review any non-privileged information relating to the request for review.

We will review the claim promptly after receiving the request. For life insurance claims, we will send the claimant written notice of our decision within 60 days after the request for review is received, or within 120 days if special circumstances require an extension. For disability insurance claims, we will send the claimant written notice of our decision within 45 days after the request for review is received, or within 90 days if special circumstances require an extension. The notice will include the reasons for the decision and will refer to the specific provisions of the Policy on which the decision is based.

Another person may be authorized to act for the claimant under this review procedure.

## **G. LEGAL ACTIONS**

A claimant or the claimant's authorized representative may not start any legal action:

1. until 60 days after Proof of Loss has been given; or
2. more than three years after the time Proof of Loss is required to be given.

## **H. CONTACT INFORMATION**

If you have questions concerning your coverage, you may contact our customer service department at 1 (800) 286-1129 or write to our customer service department at the following address: LifeMap Assurance Company, PO Box 1271, M/S E8L, Portland, OR 97207-1271.

## **GENERAL PROVISIONS**

### **A. MISSTATEMENT OF AGE OR SEX**

If a person's age or sex has been misstated, an equitable adjustment will be made in the premium. If the amount of the benefit is dependent upon the person's age or sex, the benefit amount will be the amount the person would have been entitled to if his or her correct age or sex were known.

**NOTE:** A refund will not be made for a period more than 12 months before the date we are advised of the error.

### **B. CLERICAL ERROR OR OMISSION**

Clerical error or omission will not:

1. cause an ineligible employee to become insured;
2. invalidate insurance otherwise validly in force; or
3. continue insurance validly terminated.

### **C. POLICY CHANGES**

The Policy may be changed in whole or in part. No change will be valid unless approved by one of our officers. The approval must be in writing and endorsed on or attached to the Policy. No other person, including an insurance producer, may change the Policy or waive any part of it.

### **D. AGENCY**

For all purposes under the Policy the Policyholder acts on its own behalf or as agent of the Employee. Under no circumstances will the Policyholder be deemed our agent without a written authorization.

### **E. CERTIFICATES**

The Employer is responsible for giving to you a complete copy of the Certificate for your applicable class within 31 days after receipt of the Certificates from us.

### **F. ASSIGNMENT**

The Policy may not be assigned, but you may assign your rights under the Policy. We are not liable for the assignment's validity or sufficiency. We are not bound by an assignment until we receive it.

### **G. PAYMENT OF PREMIUMS**

Premiums are due monthly.

We allow a grace period of 31 days from the due date for the payment of each premium, except for the first. The coverage will remain in force during the grace period, unless the Policyholder gives Us advance written notice of termination. The Policyholder will remain liable for payment of a pro rata premium for the time this coverage remained in force during the grace period.



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

## TERMINATION OF DOMESTIC PARTNERSHIP ENDORSEMENT

This Endorsement is effective on the effective date of the Policy or Certificate to which it is attached or January 1, 2013, whichever is later.

Any reference to **Termination of Domestic Partnership** within the provisions of this Policy shall be revised to include the following:

This provision does not apply to any termination of a domestic partnership that occurs as a matter of law should you and your domestic partner enter into a marriage.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**LIFEMAP ASSURANCE COMPANY**

Assistant Secretary, William Lehman

A handwritten signature in blue ink, appearing to read "William Lehman".

President, Chris Blanton

A handwritten signature in blue ink, appearing to read "C.G. Blanton".

## **CONVERSION ENDORSEMENT**

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

### **CONVERSION**

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

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

#### **A. ELIGIBILITY FOR CONVERSION**

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

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

#### **B. TIME LIMIT FOR CONVERSION**

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

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

#### **C. CONVERSION POLICY BENEFITS**

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

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

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

#### **D. CONVERSION WHEN THIS POLICY TERMINATES**

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

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

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

#### **E. IF THE INSURED PERSON DIES**

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

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

#### **F. PROTECTING THE RIGHT TO EXTENDED INSURANCE**

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

**LIFEMAP ASSURANCE COMPANY**



Trico Companies LLC is providing this document to give you an overview of the Plan and to address certain information that may not be addressed in the attached Certificate of Coverage. This Trico Companies LLC document, together with the Certificate of Coverage issued by LifeMap Assurance Company, is the Summary Plan Description (SPD) required by the Employee Retirement Income Security Act of 1974 (“ERISA”). This Trico Companies LLC document is not intended to give you any substantive rights to benefits that are not already provided by the attached Certificate of Coverage. The following information is furnished by the Plan Administrator and is not a part of the Group Policy or this Certificate of Coverage. LifeMap Assurance Company assumes no responsibility for the accuracy or sufficiency of the information in this section.

## GENERAL INFORMATION ABOUT THE PLAN

<b>Plan Name</b>	Trico Companies Insurance Plan.
<b>Type of Plan</b>	Group Insurance Plan (a type of welfare benefit plan that is subject to the provisions of ERISA).
<b>Plan Year</b>	The Plan year begins December 1 and ends November 30
<b>Plan Number</b>	#503
<b>Effective Date</b>	December 1, 2015
<b>Funding Medium and Type of Plan Administration</b>	<p>This Plan is fully insured. Benefits are provided under a group insurance contract entered into between Trico Companies LLC and LifeMap Assurance Company. Claims for benefits are sent to the Insurance Company.</p> <p>The Insurance Company, not the Plan Sponsor, is responsible for determining eligibility for and the amount of any benefits payable under the Plan and for providing the claims procedures to be followed and the claims forms to be used by employees pursuant to the Plan. The Insurance Company also has the authority to require employees to furnish it with such information as it determines is necessary for the proper administration of the Plan.</p> <p>Insurance premiums for employees are paid in part by the Plan Sponsor out of its general assets, and in part by employee payroll deductions.</p> <p>The Plan Sponsor provides a schedule of the applicable premiums; contact the Human Resources Manager of Trico Companies LLC if you need a copy.</p> <p>Any employee payroll deductions shall be used in their entirety prior to using Plan Sponsor contributions to pay for premiums under this plan. Any refund, rebate, dividend, experience adjustment, or other similar payment under the group insurance contracts entered into between Trico Companies LLC and the Insurance Company shall be allocated, consistent with the fiduciary obligations imposed by ERISA, to reimburse Trico Companies LLC for premiums that it has paid.</p>

**Plan Sponsor**

Trico Companies LLC  
15066 Josh Wilson Road  
Burlington, WA 98233  
(360) 757-2373

**Plan Sponsor's Employer Identification Number**

46-1346762

**Insurance Company**

LifeMap Assurance Company  
P.O. Box 1271 M/S E8L  
Portland, Oregon 97207-1271  
Tel: (503) 412-7965  
Toll-free: (800) 286-1129

**Plan Administrator and Named Fiduciary**

Trico Companies LLC  
15066 Josh Wilson Road  
Burlington, WA 98233  
(360) 757-2373  
Attention: Human Resources Manager

**Agent for Service of Legal Process**

President  
Trico Companies LLC  
15066 Josh Wilson Road  
Burlington, WA 98233  
(360) 757-2373

Service of legal process may also be made on the Plan Administrator.

**Amendment or Termination**

The Plan Sponsor has the right to amend or terminate the Plan at any time. The Plan may be amended or terminated by a written instrument signed by the Plan Sponsor President or Human Resources Manager, both of whom are authorized to amend or terminate the Plan and to sign insurance contracts with the Insurance Company or other carriers, including amendments to those contracts. In addition, termination of the group insurance contract entered into between the Plan Sponsor and Insurance Company will constitute termination of the Plan, unless the Plan Sponsor exercises its sole discretion to obtain a substitute contract of insurance.

**Important Disclaimer**

Benefits hereunder are provided solely pursuant to an insurance contract between the Plan Sponsor and the Insurance Company. If the terms of this summary document conflict with the terms of the insurance contract, the terms of the insurance contract will control, unless superseded by applicable law.

## STATEMENT OF ERISA RIGHTS

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 as amended ("ERISA"). ERISA provides that all plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's principal office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series), if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated summary plan description (SPD). The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual Form 5500, if any is required by ERISA to be prepared, in which case the Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps that you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report (Form 5500), if any, from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored in whole or in part, and if you have exhausted the claims procedures available to you under the Plan, you may file suit in a state or federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (listed in your telephone directory) or contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **CLAIM REVIEW PROCEDURES**

The Insurance Company is responsible for evaluating all benefit claims under the Plan. The Insurance Company will decide your claim in accordance with its reasonable claims procedures, as required by ERISA.

See the attached Certificate of Coverage issued by LifeMap Assurance Company for information about how to file a claim and for details regarding the Insurance Company's claims procedures.

### **LIFE INSURANCE**

The Plan will make every effort to make a determination on life and accidental death claims within 90 days of receipt of the claim.

If the Plan is not able to make a decision on the claim within 90 days of receipt of the claim for reasons beyond the control of the Plan, the decision may be extended for as many as 90 additional days. If this is the case, written notice will be provided to the claimant prior to the end of the first 90 days that details the specific reason(s) for the delay. The notice will identify the additional information or documents needed to resolve the claim.

The maximum time the Plan will take to make a decision on the claim will be 180 days.

### **DISABILITY INSURANCE**

The Plan will make every effort to make a determination on short term disability, long term disability, and extension of life insurance during total disability (waiver of premium) claims within 45 days of receipt of the claim.

If the Plan is not able to make a decision on the claim within 45 days of receipt of the claim for reasons beyond the control of the Plan, the decision may be extended for as many as 30 additional days. If this is the case, written notice will be provided to the claimant prior to the end of the first 45 days that details the specific reason(s) for the delay. The notice will identify the additional information or documents needed to resolve the claim. The claimant will be allowed at least 45 days to provide any requested information. The time it takes for the claimant to provide this additional information will not count toward the extension period time limit.

A second 30 day extension may occur if the claim still cannot be resolved for reasons beyond the control of the Plan. Again, the claimant will be provided with a written extension notice prior to the end of the first 30 day extension that details the specific reason(s) for the delay. The notice will identify the additional information or documents needed to resolve the claim. The claimant will be allowed at least 45 days to provide any requested information. The time it takes for the claimant to provide this additional information will not count toward the extension period time limit.

The maximum time the Plan will take to make a decision on the claim, not including the time it takes for the claimant to provide any additional information or documents that were requested, will be 105 days.

## **CLAIM APPEAL PROCEDURES**

### **LIFE INSURANCE**

If a life or accidental death claim is denied, the Plan will provide the claimant with a letter stating the specific reason(s) for the adverse determination. The claimant will also be provided with a description of any additional information or material necessary to perfect the claim and an explanation as to why such material is necessary.

The claimant will have 60 days following receipt of an adverse benefit determination to file an appeal. Another person may be authorized to act for the claimant under this appeal procedure.

The appeal will be decided within 60 days after receipt of the appeal. The 60 day time period will start when the appeal is filed without regard to whether all of the information necessary to decide the appeal accompanies the filing.

If, for reasons beyond the control of the Plan, the appeal cannot be decided within 60 days, the appeal decision may be extended for as many as 60 additional days. The maximum time to decide the appeal will be 120 days.

### **DISABILITY INSURANCE**

If a short term disability, long term disability, or extension of life insurance during total disability (waiver of premium) claim is denied, the Plan will provide the claimant with a letter stating the specific reason(s) for the adverse determination. The claimant will also be provided with a description of any additional information or material necessary to perfect the claim and an explanation as to why such material is necessary.

The claimant will have 180 days following receipt of an adverse benefit determination to file an appeal. Another person may be authorized to act for the claimant under this appeal procedure.

The appeal will be decided within 45 days after receipt of the appeal. The 45 day time period will start when the appeal is filed without regard to whether all of the information necessary to decide the appeal accompanies the filing.

If, for reasons beyond the control of the Plan, the appeal cannot be decided within 45 days, the appeal decision may be extended for as many as 45 additional days.

The maximum time to decide the appeal will be 90 days.