

LifeMap Assurance Company™
100 SW Market Street
P.O. Box 1271, MS E-3A
Portland, OR 97207-1271
(503) 721-7161 (800) 794-5390

## **GROUP LONG TERM DISABILITY INSURANCE**

#### **CERTIFICATE OF COVERAGE**

POLICYHOLDER: LEWIS & CLARK COLLEGE

POLICY NUMBER: WBT 000528

REVISED EFFECTIVE DATE: APRIL 1, 2013

LifeMap Assurance Company (referred to as "we", "our" and "us") welcomes your employer as a client.

This is your certificate of coverage as long as you are eligible for insurance and you become and remain insured.

A few words about this certificate of coverage . . . .

It is written in plain English. But a few terms and provisions are written as required by insurance law. Please read it carefully. If you have any questions about any terms and provisions, please contact the Insurance Administrator at your work location or write to us. We will assist you in any way we can to help you understand your benefits.

Also, if the terms of your certificate of coverage and the policy differ, the policy will govern. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the policy.

President

## **CERTIFICATE INDEX**

SECTION I PLAN OUTLINE

SECTION II TERMS YOU SHOULD KNOW

SECTION III ENROLLMENT AND DATE INSURANCE STARTS

SECTION IV BENEFITS AND INSURING PROVISIONS

SECTION V TERMINATION PROVISIONS

SECTION VI GENERAL INFORMATION

### SECTION I PLAN OUTLINE

### Classes to be Covered

Class 01 - All eligible full-time Exempt Employees.

Class 02 - All eligible full-time Non-Exempt Employees.

### **Amount of Insurance**

a. <u>60%</u> (benefit percentage) of basic monthly earnings, less other income benefits, not to exceed the maximum monthly benefit of:

Class 01: \$5,000 for the Core Plan; or

\$12,000 for the Buy-Up Plan.

Class 02: \$5,000.

b. The minimum monthly benefit is the greater of \$100 or 10% of the gross monthly benefit.

## **Maximum Benefit Period**

#### Accident - Sickness - To Age 65 with the Reducing Benefit Duration

Age at Disability	Maximum Benefit Period	
Less Than Age 60	To Age 65	
60	60 Months	
61	48 Months	
62	42 Months	
63	36 Months	
64	30 Months	
65	24 Months	
66	21 Months	
67	18 Months	
68	15 Months	
69 and older	12 Months	

**Elimination Period:** Class 01 – Core and Buy-Up Plan: 180 days Class 02 – Core Plan: 180 days

Accumulation Period: Class 01 – Core and Buy-Up Plan and Class 02 – Core Plan: 360 consecutive days

**Elimination Period:** Class 02 – Buy-Up Plan: 90 days

Accumulation Period: Class 02 – Buy-Up Plan: 180 consecutive days

Minimum Requirement for Active Employment: 30 regularly scheduled hours per week.

## Waiting Period – New Employees:

The first of the month following or coinciding with the date of hire.

## **Contributions**

You are not required to contribute to the cost of your Core Plan insurance.

You are required to contribute to the cost of your Buy-Up Plan insurance.

### SECTION II TERMS YOU SHOULD KNOW

Many terms used in your certificate of coverage have special meanings. A list of these terms and meanings follow:

## **ACTIVE EMPLOYMENT** means you must be working:

- 1. for your employer on a full-time active basis and paid regular earnings;
- 2. at least the minimum number of hours shown in the plan outline;
- 3. at your employer's usual place of business; or
- 4. at a location to which your employer's business requires you to travel.

**ANNUAL SALARY** means your earnings in effect from your employer for the twelve month period immediately prior to the date disability begins. Annual salary includes all earnings before any reductions. It does not include bonuses, overtime pay, and extra compensation other than commissions. Commissions will be averaged over the 12 month period prior to the date disability begins.

**BASIC MONTHLY EARNINGS** or **PRE-DISABILITY EARNINGS** means your monthly rate of earnings from your employer in effect immediately prior to the date disability begins. Basic monthly earnings include all earnings before any reductions. It does not include bonuses, overtime pay and extra compensation other than commissions. Commissions will be averaged over the 12 month period before the date your disability began.

**COMPANY** means LifeMap Assurance Company.

**<u>DISABILITY BENEFIT</u>** when used with the term retirement plan, means money which:

- 1. is payable under a retirement plan due to disability as defined in the plan; and
- does not reduce the amount of money which would have been paid as retirement benefits under the plan if the disability had not occurred. (If the payment does cause such a reduction, it will be deemed a retirement benefit as defined in this certificate of coverage.)

**ELIGIBILITY DATE** means the date you become eligible for insurance after completing the waiting period shown in the plan outline.

**ELIMINATION PERIOD** means a period of consecutive days of disability for which no benefit is payable. The elimination period is shown in the plan outline and begins on the first day of disability.

NOTE: If you return to work for any 30 or less days during the elimination period and cannot continue, we will count only those days you are disabled to satisfy the elimination period.

#### ACCUMULATION OF ELIMINATION PERIOD

You must be continuously disabled through your elimination period. Your elimination period is as stated in the SCHEDULE OF BENEFITS. It is the period of continuous disability you must satisfy before you are eligible to receive benefits under the policy. If you return to work while satisfying your elimination period, you may satisfy your elimination period within the accumulation period. The accumulation period is as stated in the SCHEDULE OF BENEFITS.

The days that you are not disabled will not count toward your elimination period. If you do not satisfy the elimination period within the accumulation period, a new period of disability will begin. The elimination period and the accumulation period begin on the first day of your disability.

You do not have to experience a loss of earnings during the elimination period; however, once the elimination period has been satisfied, benefits are payable only if you have a 20% or more loss in your monthly earnings. Benefits for a payable claim begin the day after the elimination period is completed.

## SECTION II TERMS YOU SHOULD KNOW (Continued)

**EMPLOYER** means the policyholder and includes any division, subsidiary or any affiliated company named in the policy.

**EVIDENCE OF INSURABILITY** means a statement or proof of your medical history upon which we will determine your acceptance for insurance.

**GROSS MONTHLY BENEFIT** means your monthly benefit before any reduction for other income benefits and earnings.

HOME OFFICE means LifeMap Assurance Company, 100 SW Market Street, Portland, Oregon 97201.

**SICKNESS** means illness, disease, pregnancy or complications of pregnancy. The sickness must begin while you are insured under the policy.

**INJURY** means bodily injury resulting directly from an accident and independently of all other causes. The injury must occur and disability must begin while you are insured under the policy.

**Exception:** Any disability which begins more than 60 days after an injury will be considered a sickness for the purpose of determining benefits under the policy.

MONTHLY BENEFIT means the amount we will pay you when you are disabled.

**OPEN ENROLLMENT** means the enrollment period between February 15<sup>th</sup> and March 15<sup>th</sup> of each year in which you can apply for Buy-Up Plan insurance without the submission of evidence of insurability.

**OWN OCCUPATION** - See definition of Total Disability or Totally Disabled.

#### PHYSICIAN means a person who:

- 1. is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- 2. is legally qualified as a medical practitioner and required to be recognized under the policy for insurance purposes according to the insurance statutes/regulations of the governing jurisdiction; and
- 3. is not an employee or his spouse, daughter, son, father, mother, sister or brother.

## SECTION II TERMS YOU SHOULD KNOW (Continued)

PRE-DISABILITY EARNINGS - See definition of Basic Monthly Earnings.

**RETIREMENT BENEFIT** when used with the term retirement plan, means money which:

- 1. is payable under a retirement plan either in a lump sum or in the form of periodic payments;
- 2. does not represent contributions made by you (payments which represent your contributions are deemed to be received over your expected remaining life regardless of when such payments are actually received); and
- 3. is payable upon:
  - a. early or normal retirement; or
  - b. disability if the payment does reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred.

**RETIREMENT PLAN** means a plan which provides your retirement benefits and which is not funded wholly by your contributions. The term shall not include: a 401(k), profit-sharing plan, thrift plan, informal salary continuation plan, individual retirement account (IRA), tax sheltered annuity (TSA), stock ownership plan, or a non-qualified plan of deferred compensation.

### **EMPLOYER'S RETIREMENT PLAN** is deemed to include any retirement plan:

- 1. which is part of any federal, state, county, municipal or association retirement system; or
- 2. for which you are eligible as a result of employment with your employer or for which you are eligible from a union retirement plan.

**TIME EFFECTIVE** means an effective date will start at 12:01 A.M. A termination date will end at 12:00 midnight. Each of these times is Standard Time in the place where the policy is delivered. Insurance under the policy will start and end at these times.

<u>WAITING PERIOD</u> as shown on the Plan Outline means the continuous length of time you must serve in an eligible class to reach your eligibility date.

(Credit will be given for any portion of your waiting period satisfied prior to an approved family or medical leave of absence.)

## SECTION II TERMS YOU SHOULD KNOW (Continued)

<u>TOTAL DISABILITY</u> or <u>TOTALLY DISABLED</u> for an Extensive Own Occupation Benefit means during the elimination period and until you reach the end of the maximum benefit period you are:

- 1. unable to perform all of the material and substantial duties of your occupation on a full-time basis because of a disability:
  - a. caused by injury or sickness;
  - b. that started while you are insured under this plan.

If you are employed as a pilot, co-pilot or a crew member of an aircraft:

"Total disability" or "totally disabled" means because of injury or sickness you cannot perform the material duties of any gainful occupation for which you are or become reasonably fitted by training, education or experience. The loss of a pilot's license for any reason does not, in itself, constitute total disability.

## SECTION III ENROLLMENT AND DATE INSURANCE STARTS

#### WHEN CAN YOU ENROLL?

You can enroll if you are:

- 1. in active employment with your employer; and
- 2. in a class eligible for insurance.

#### WHAT IS YOUR ELIGIBILITY DATE?

If you are in an eligible class as shown on the Plan Outline, you will be eligible for insurance on the later of:

- 1. the policy effective date; or
- 2. the day after you complete the waiting period.

If you are a former employee rehired within six 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.

#### WHEN DOES INSURANCE START?

Insurance will start at 12:01 A.M. on the day determined as follows, but only if you enroll for insurance with us through your employer on a form satisfactory to us.

Your Core Plan insurance will start on your eligibility date.

Your Buy-Up Plan insurance will start as follows:

- If you are a Class 01 employee, you are not eligible for Buy-Up Plan insurance until your annual earnings exceed \$100,000. Once your annual earnings exceed \$100,000, you will be eligible for insurance on the later of:
  - a. the first day of the month following or coinciding with the date your annual earnings exceed \$100,000, if you make written application for insurance or before the 31st day after that date;
  - b. the date we give approval, if you make written application for insurance more than 31 days after the date your annual earnings exceed \$100,000; or
  - c. the first day of the month immediately following the open enrollment period, if you make written application for insurance during the open enrollment period.
- 2. If you are a Class 02 employee:
  - a. on your eligibility date, if you make written application for insurance on or before the 31st day after your eligibility date;
  - b. the date we give approval, if you make written application for insurance more than 31 days after your eligibility date; or
  - c. the first day of the month immediately following the open enrollment period, if you make written application for insurance during the open enrollment period.

If you terminated your insurance while still eligible, evidence of insurability is required and insurance will start on the date we give approval.

No initial, increased or additional insurance will apply to you if you are not in active employment because of a disability on the date such insurance otherwise would become effective. Such insurance will start for you on the day you return to full-time active employment.

If you enter another eligible class, you will not be eligible for any additional benefits until you have completed a 30-day waiting period, and have been actively at work one full day in the new class.

#### **SECTION IV - BENEFITS**

#### **PROOF OF DISABILITY**

## WHEN DO DISABILITY BENEFITS BECOME PAYABLE?

We will pay your benefit a month after the end of the elimination period when we have proof that you:

- 1. are disabled due to sickness or injury; and
- 2. require the regular attendance of a physician.

## WHAT CONDITIONS MUST BE MET FOR BENEFIT PAYMENTS TO CONTINUE?

We will pay you as long as you remain disabled and require the regular attendance of a physician. But we will not pay a benefit any greater than your amount of insurance or any longer than the maximum benefit period shown in the plan outline.

Also, you must give us proof of these facts at your own expense, when we ask for it.

### **HOW IS THE BENEFIT FIGURED?**

To figure the amount of your monthly benefit:

- 1. Multiply your basic monthly earnings by the benefit percentage shown in the plan outline.
- 2. Take the lesser of:
  - a. the amount figured in step (1) above; or
  - b. the maximum monthly benefit shown in the plan outline; and then
- 3. Deduct other income benefits, shown on the next page from this amount.

This is the total disability benefit which you may receive.

Your monthly benefit will never be less than the minimum benefit shown in your plan outline.

### WHAT ARE "OTHER INCOME BENEFITS"?

Other income benefits mean those benefits shown below:

- 1. The amount of temporary and/or permanent benefits/awards for which you are eligible under:
  - a. Workers' or Workmen's Compensation Law;
  - b. occupational disease law;
  - c. any other act or law of like intent.
- 2. The amount of any disability income benefits which you are eligible to receive under any compulsory benefit act or law.
- 3. The amount of any disability income benefits which you are eligible to receive under:
  - a. any other group insurance plan of your employer; or
  - b. any governmental retirement system as a result of your job with your employer.
- 4. The amount of benefits from your employer's retirement plan you:
  - a. receive as disability benefits;
  - b. voluntarily elect to receive as retirement benefits; and/or
  - c. receive as retirement benefits when you reach the greater of age 62 or normal retirement age, as defined in the employer's retirement plan.

As used here, "receive" does not include any amount rolled over or transferred to any eligible retirement plan as that term is defined in §402 of the Internal Revenue Code of 1986 and any future amendments to §402 which affect the definition of an eligible retirement plan.

- 5. The amount of disability or retirement benefits under the United States Social Security Act, The Canada Pension Plan, The Quebec Pension Plan, or any similar plan or act, as follows:
  - a. disability or unreduced retirement benefits for which:
    - i. you are eligible; and
    - ii. your spouse, child or children are eligible because of your disability; or
    - iii. your spouse, child or children are eligible because of your eligibility for unreduced retirement benefits; or
  - b. reduced retirement benefits received by:
    - i. you; and
    - ii. your spouse, child or children because of your receipt of the reduced retirement benefits.
- 6. The amount of earnings you receive from any sick leave or formal salary continuation plan paid by your employer.
- 7. The amount of earnings you earn or receive from any form of employment.

These other income benefits, except retirement benefits, must be payable as a result of the same disability for which we pay a benefit.

#### WHAT HAPPENS IF YOU RECEIVE INCREASES IN THESE OTHER INCOME BENEFITS?

After the first deduction for each of the other income benefits, we will not further reduce your monthly benefit due to any cost of living increases payable under these other income benefits. This provision does not apply to increases received from any form of employment.

#### WHAT IF YOU RECEIVE A LUMP SUM PAYMENT?

We will prorate other income benefits which are paid in a lump sum on a monthly basis over the time period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over your expected lifetime. In each case, the amount to be prorated will be calculated by an actuary, based on a morbidity table, with interest, or a mortality table, with interest, depending on the source of the lump sum.

### WHEN DOES THE DISABILITY MONTHLY BENEFIT CEASE?

Your monthly benefit will cease on the earliest of:

- 1. the date you are no longer disabled; or
- 2. the date you die; or
- 3. the end of your maximum benefit period; or
- 4. the date your current earnings exceed 85% of your pre-disability earnings.

NOTE: Because your current earnings may fluctuate, your insurance company may average your earnings over three (3) consecutive months rather than immediately terminating your benefit once 85% of your predisability earnings has been reached.

## WHEN WILL THE BENEFIT PERIOD BE EXTENDED?

The maximum benefit period is shown in the plan outline. However, benefits will be extended beyond the end of the maximum benefit period if you are disabled and have attained the age specified in the benefit duration schedule and have not received twelve monthly benefit payments. In this event, the benefit period will be extended during the continuance of disability until twelve monthly payments have been paid.

### RECURRENT DISABILITY

### WHAT HAPPENS IF YOU TRY TO RETURN TO WORK AND BECOME DISABLED AGAIN?

**RECURRENT DISABILITY** means a disability which is related or due to the same cause(s) as a prior disability for which you received a monthly benefit.

We will treat a recurrent disability as a continuation of the original disability if, after receiving disability benefits under this plan, you:

- 1. return to your regular occupation on a full-time basis for less than six months; and
- 2. perform all the material duties of your occupation.

To qualify for a recurrent disability benefit, you must experience more than a 20% loss of pre-disability earnings.

Benefit payments will be subject to the terms of this plan for the original disability.

If you return to your regular occupation on a full-time basis for six months or more, a recurrent disability will be treated as a new period of disability and you must complete another elimination period.

If you become eligible for coverage under any other group long term disability policy, this recurrent disability section will cease to apply to you.

#### WAIVER OF PREMIUM

## DO PREMIUMS HAVE TO BE PAID WHILE YOU ARE RECEIVING BENEFITS?

No, while you are receiving benefits, premiums do not have to be paid. However, if coverage is to be continued, premium payments may be resumed following a period during which they were waived.

## SIX MONTH SURVIVOR BENEFIT

## WHAT HAPPENS TO YOUR BENEFIT IF YOU DIE?

We will pay a lump sum benefit to your eligible survivor when we receive proof that you died:

- 1. after disability had continued for 180 or more consecutive days; and
- 2. while receiving a monthly benefit.

The lump sum benefit will be an amount equal to six times your last gross monthly benefit.

**ELIGIBLE SURVIVOR** means your spouse, if living, otherwise your children under age 25.

If payment becomes due to your children, payment will be made to:

- 1. the children; or
- 2. a person named by us to receive payments on the children's behalf. This payment will be valid and effective against all claims by others representing or claiming to represent the children.

**GROSS MONTHLY BENEFIT** means your benefit amount before any reduction for other income benefits and earnings.

If there are no eligible survivors, payment will be made to your estate.

#### **MENTAL ILLNESS LIMITATION**

## **ARE BENEFITS LIMITED FOR MENTAL ILLNESS?**

Benefits for disability due to mental illness will not exceed 24 months of monthly benefit payments unless you meet one of these situations:

 You are in a hospital or institution at the end of the 24 month period. We will pay the monthly benefit during the confinement.

If you are still disabled when discharged, we will pay the monthly benefit for a recovery period of up to 90 days.

If you become reconfined during the recovery period for at least 14 days in a row, we will pay benefits for the confinement and another recovery period up to 90 more days.

- 2. You continue to be disabled and become confined:
  - a. after the 24 month period; and
  - b. for at least 14 days in a row.

We will pay the monthly benefit during the confinement.

We will not pay the monthly benefit beyond the maximum benefit period.

**HOSPITAL** or **INSTITUTION** means a facility licensed to provide care and treatment for the condition causing your disability.

<u>MENTAL ILLNESS</u> means a disability due to or resulting from psychiatric or psychological conditions, regardless of cause, such as:

- 1. schizophrenia;
- 2. depression;
- 3. manic depressive or bipolar illness;
- 4. anxiety;
- 5. personality disorders;
- 6. adjustment disorders;

or other conditions usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar modalities used in the treatment of the above conditions.

This limitation does not apply to dementia, if due to:

- 1. stroke;
- 2. trauma;
- 3. viral infection;
- Alzheimer's disease;

or other conditions not listed above which are not usually treated by a mental health provider using psychotherapy, psychotropic drugs or other similar modalities.

### MINIMUM INDEMNITY FOR ACCIDENTAL DISMEMBERMENT AND LOSS OF SIGHT

## WHAT BENEFITS ARE PAYABLE FOR ACCIDENTAL DISMEMBERMENT AND LOSS OF SIGHT?

#### Schedule

	Number of	
For loss of	Monthly Payments	
Sight of Both Eyes	46	
Both Hands	46	
Both Feet	46	
One Hand and One Foot	46	
One Hand and Sight of One Eye	46	
One Foot and Sight of One Eye	46	
One Hand or One Foot	23	
Sight of One Eye	15	
Thumb and Index Finger of Either Hand	12	

If injury results in any of the above losses within 180 days after the date of the accident, we will pay you the monthly benefit for the number of monthly payments shown in the above schedule. If you die before all of these payments have been made, the balance remaining at the time of death will be paid to your estate.

The maximum number of monthly payments payable to you for all losses suffered in any one accident shall be limited to that one loss for which the greatest number of monthly payments is provided in the above schedule.

Loss of hands and feet means loss by severance at or above the wrist or ankle joint, loss of sight means total and irrecoverable loss of sight. Loss of thumb and index finger means actual severance at or above the knuckles joining each to the hand.

This benefit is payable in addition to any other benefit payable under the policy for total disability. You do not have to satisfy an elimination period to receive benefits under this provision.

#### PROGRESSIVE PARTIAL DISABILITY BENEFIT

We will pay a Progressive Partial Disability Benefit for a disability which is caused by an injury or sickness once you have met your Elimination Period. The Elimination Period can be a combination of total and partial disability, or all total, or all partial disability. You do not have to be totally disabled prior to receiving a Progressive Partial Disability Benefit.

**PROGRESSIVE PARTIAL DISABILITY** means as a result of the sickness or injury which caused disability, you are:

- 1. able to perform one or more, but not all, of the material and substantial duties of your own or any other occupation on a full-time or a part-time basis; or
- 2. able to perform all of the material and substantial duties of your own or any other occupation on a part-time basis.

To qualify for a Progressive Partial Disability Benefit you must be earning less than 80% of your pre-disability earnings at the time partial disability employment begins.

### PROGRESSIVE PARTIAL DISABILITY MONTHLY BENEFIT

During the first 24 months, the monthly benefit will be figured as shown:

- 1. Multiply your pre-disability earnings by the benefit percentage shown in the plan outline.
- 2. Take the lesser of:
  - a. the amount determined in step (1) above; or
  - b. 100% of your pre-disability earnings less other income benefits; or
  - c. the maximum monthly benefit shown in the plan outline.

The Progressive Partial Disability Benefit will never be less than the minimum monthly benefit shown in the plan outline.

After 24 months, the following formula will be used to figure your monthly benefit:

- 1. Multiply your pre-disability earnings by the benefit percentage shown in the plan outline.
- 2. Take the lesser of:
  - a. the amount determined in step (1) above; or
  - b. the maximum monthly benefit shown in the plan outline.

This is the gross monthly payment.

- 3. Subtract from the gross monthly payment:
  - a. 100% of any other income amounts except any income you earn or receive from any form of employment;
     and
  - b. 50% of any income you earn or receive from any form of employment.

Loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.

#### COST OF LIVING ADJUSTMENT BENEFIT

The Company will pay you a Cost of Living Adjustment Benefit if you have met your elimination period and continue to be totally disabled from an injury or sickness for 12 or more months.

#### **ELIGIBILITY**

You will be eligible for a Cost of Living Adjustment Benefit if you:

- 1. have been totally disabled for twelve consecutive months following your elimination period; and
- 2. are receiving total disability benefits on July 1st.

You will continue to be eligible for additional Cost of Living Adjustment Benefits on each subsequent July 1st if you are continuously receiving total disability benefits under this plan.

#### **MONTHLY BENEFIT**

To figure the amount of the Cost of Living Adjustment Benefit:

- 1. multiply your net monthly total disability benefit by the lesser of: a) 6%; or b) the Consumer Price Index as published by the U.S. Department of Labor; and
- 2. add the amount determined above to your net monthly total disability benefit.

Cost of Living Adjustment Benefits are not subject to the maximum monthly benefit.

The Cost of Living Adjustment Benefit will cease to be payable on the earliest of:

- 1. the date you cease to be totally disabled; or
- 2. the date you die; or
- 3. the end of the maximum benefit period.

## **NET MONTHLY BENEFIT**

The net monthly benefit means the amount determined by reducing your monthly benefit by other income benefits. For the purpose of calculating adjustments, the net monthly benefit will include any prior years' Cost of Living Adjustment.

## RETIREMENT PLAN PROTECTION BENEFIT

If you become disabled and qualify for long term disability benefits, you may be eligible to receive a Retirement Plan Protection Benefit as determined by Lewis & Clark College.

The Retirement Plan Protection Benefit is payable to you and is calculated as the lesser of:

- 1. 10% of your average Basic Monthly Earnings as calculated over the last 12 months of employment prior to the date of disability, or for your period of employment if less than 12 months; or
- 2. \$10,000 per month.

If you are partially disabled, the Retirement Plan Protection Benefit is calculated by multiplying the amount of Retirement Plan Protection Benefit otherwise payable as stated above by the following Adjusted Loss of Salary Ratio:

Adjusted Loss of Salary Ration is equal to:

A - B	where	A	=	your Basic Monthly Earnings increased on each anniversary of your
A				disability by the lesser of: 1) the current annual percentage increase in the
				Consumer Price Index as published by the U.S. Department of Labor; or 2)
				10%.

B = your partial disability earnings.

#### **GENERAL EXCLUSIONS**

## WHAT DISABILITIES ARE NOT COVERED?

We will not cover any disability due to:

- 1. war, declared or undeclared, or any act of war;
- 2. intentionally self-inflicted injuries;
- 3. active participation in a riot;
- 4. your committing of or attempting to commit a felonious act.

**PARTICIPATION** shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the person of the insured, if such actions of defense are not taken against persons seeking to maintain or restore law and order including but not limited to police officers and firemen.

**RIOT** shall include all forms of public violence, disorder, or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or consequence of such disorder.

## PRE-EXISTING CONDITION EXCLUSION

## ARE THERE ANY OTHER DISABILITIES NOT COVERED?

Yes, we will not cover any disability:

- 1. which is caused or contributed to by, or results from a pre-existing condition; and
- 2. which begins in the first 12 months after your effective date.

**TREATMENT** means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

<u>PRE-EXISTING CONDITION</u> means a diagnosed sickness or injury for which you received treatment within 3 months prior to your effective date.

## CONTINUITY OF COVERAGE UPON TRANSFER OF INSURANCE CARRIERS

In order to prevent loss of coverage because of a transfer of insurance carriers, we provide the following continuity of coverage protection.

# ARE YOU COVERED IF YOU ARE NOT IN ACTIVE EMPLOYMENT DUE TO INJURY OR SICKNESS WHEN THERE HAS BEEN A TRANSFER OF INSURANCE CARRIERS?

We will cover you, subject to premium payments, if you:

- 1. were insured with the prior carrier at the time of transfer; and
- 2. are not in active employment due to injury or sickness.

The benefit payable will be that which would have been paid by the prior carrier had coverage remained in force, less any benefit for which the prior carrier is liable.

## **DISABILITY DUE TO A CONCURRENT CONDITION**

Benefits may be payable for a concurrent disability.

### **CONCURRENT DISABILITY** means a disability which:

- 1. begins after the Effective Date of this Group Certificate;
- 2. occurs at the same time as a disability:
  - a. for which a monthly benefit is payable under your prior carrier's plan; and
  - b. as a result of which, you were unable to satisfy the Active Employment requirement under this group certificate:
- 3. is due to a sickness or injury unrelated to any other disability for which benefits are payable.

The level of benefits paid will be the lesser of the following:

- 1. the benefit payable under this group certificate, reduced by any benefit payable under the prior plan; or
- 2. the benefit that would have been paid under the prior plan if the prior plan had remained in effect, less any benefit payable under the prior plan.

## WILL A DISABILITY DUE TO A PRE-EXISTING CONDITION BE COVERED?

Benefits may be payable for a disability due to a pre-existing condition if you:

- 1. were insured by the prior carrier at the time of transfer; and
- 2. were in active employment and insured under this plan on its effective date.

The benefit will be determined according to this plan's benefit schedule if you satisfy the pre-existing conditions exclusion under:

- 1. this policy; or
- 2. the prior carrier's plan, giving consideration towards continuous time insured under both plans.

The benefit will be determined according to this plan's benefit schedule, but will not exceed the prior plan's maximum monthly benefit.

No benefit will be paid if you cannot satisfy the pre-existing condition exclusion of 1 or 2 above.

### SECTION V TERMINATION PROVISIONS

### WHEN DOES YOUR INSURANCE TERMINATE?

You will cease to be insured at 12:00 midnight on the earliest of the following dates:

- 1. the date the plan terminates but without prejudice to any claim originating prior to the time of termination;
- 2. the date you are no longer in an eligible class;
- 3. the date your class is no longer included for insurance;
- 4. the last day for which you made any required employee contribution;
- 5. the date employment terminates. Cessation of active employment will be deemed termination of employment, except;
  - a. your insurance will be continued if you are absent due to disability during:
    - i. the elimination period; and
    - ii. the period during which premium is being waived.
  - b. your employer may choose to continue your insurance by paying the required premium, subject to the following:
    - i. insurance may be continued during a family or medical leave of absence, but not beyond the end of the approved leave of absence period;
    - ii. insurance may continue if you are temporarily laid off or given any other leave of absence, but not beyond the end of the month following the month the layoff or leave of absence begins.
    - iii. the employer must act so as not to discriminate unfairly among employees in similar situations.
- the date you cease active work due to a labor dispute, including any strike, work slowdown or lockout.

The insurer reserves the right to review and terminate all classes insured under this plan if any class(es) cease(s) to be covered.

#### **SECTION VI - GENERAL INFORMATION**

#### **NOTICE AND PROOF OF CLAIM**

## WHEN MUST WE BE NOTIFIED OF A CLAIM?

You must give us written notice of claim within 30 days of the date disability starts. If that is not possible, you must notify us as soon as you can.

When we receive your written notice of claim, we will send you our claim forms. If you do not receive the forms within 15 days after you sent the notice, you can send written proof of claim without waiting for the form.

## WHEN DOES PROOF OF CLAIM HAVE TO BE GIVEN?

You must give us proof of claim no later than 90 days after the end of the elimination period.

Failure to furnish such proof within such time shall not invalidate nor reduce your claim if it was not reasonably possible to furnish such proof within such time. Such proof must be furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

You must give us proof of continued disability and regular attendance of a physician within 30 days of the date we request the proof.

The proof must cover:

- 1. the date disability started;
- 2. the cause of disability; and
- 3. the degree of disability.

## WHAT ARE OUR EXAMINATION RIGHTS?

We, at our expense, have the right and opportunity to have you examined by a physician or vocational expert of our choice to determine the extent of any sickness or injury for which you have made a claim. This right may be used as often as reasonably required.

### CAN LEGAL PROCEEDINGS BE STARTED AT ANY TIME?

No, you or your authorized representative cannot start any legal action:

- 1. until 60 days after proof of claim has been given; or
- 2. more than 3 years after the time proof of claim is required.

### **HOW ARE CHANGES MADE TO THE POLICY?**

The Policy may be changed in whole or in part. Only an officer or a registrar of the Company may approve a change. The approval must be in writing and endorsed on or attached to the policy.

# SECTION VI - GENERAL INFORMATION (Continued)

#### WHEN ARE CLAIMS PAID?

When we receive satisfactory proof of claim, benefits payable under the plan will be monthly during any period for which we are liable. Any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

#### WHO ARE CLAIMS PAID TO?

All benefits are payable to you. But if a benefit is payable to your estate, or if you are a minor, or you are not competent, we have the right to pay up to \$1,000 to any of your relatives whom we consider entitled to the benefit. If we pay benefits in good faith to a relative, we will not have to pay such benefits again.

Your monthly benefits for this plan will be paid on a prorata basis. The rate will be 1/30 per day for any period of disability that does not extend through a full month.

## WHAT HAPPENS IF YOUR CLAIM IS OVERPAID?

If LTD benefits have been overpaid on your claim, you will be required to reimburse LifeMap Assurance Company within 60 days, or LifeMap Assurance Company has the right to reduce future benefits until reimbursement is made. LifeMap Assurance Company also has the right to recover such overpayments from your estate.

## DOES THIS COVERAGE AFFECT WORKERS' OR WORKMEN'S COMPENSATION?

This plan is not in lieu of, and does not affect, any requirement for coverage by Workers' or Workmen's Compensation insurance.

## HOW CAN STATEMENTS MADE IN ANY APPLICATION FOR THIS INSURANCE BE USED?

In the absence of fraud, all statements you made when applying for this insurance and providing evidence of insurability are considered representations and not warranties (absolute guarantees). No statements by you will be used to reduce or deny a claim unless a copy of your signed statement has been given to you.

#### WHAT HAPPENS IF YOUR AGE IS MISSTATED?

If your age has been misstated, an equitable adjustment will be made in the premium. If the amount of your benefit is dependent upon your age, as shown in the Benefit Duration Schedule, the amount of your benefit will be the amount you would have been entitled to if your correct age were known.

NOTE: A refund of premium will not be made for a period more than twelve months before the date the Company is advised of the error.

## WHAT AUTHORITY DOES THE COMPANY HAVE IN MAKING A BENEFITS DETERMINATION?

In making any benefits determination under the Policy, the Company shall have the discretionary authority both to determine your eligibility for benefits and to construe the terms of the Policy.

## CERTIFICATE RIDER - ACTIVITIES OF DAILY LIVING BENEFIT

The Certificate of Coverage to which this Rider is attached is amended to provide an ADL Benefit of 10% of your Basic Monthly Earnings to a maximum of \$5,000 per month. You will be eligible for this benefit only if:

- 1. you are insured under the group Long Term Disability policy; and
- 3. the required premium has been paid.

The ADL Benefit is subject to all provisions, limitations and exclusions stated in the Long Term Disability policy to which this Rider is attached, except as specifically provided herein.

#### **DEFINITIONS** (for this coverage only)

**Disability and/or Disabled** means you are unable to perform the material and substantial duties of your own occupation due to sickness or injury; *and* 

- 1. you are continuously not able to perform at least <u>two</u> Activities of Daily Living, as defined below, without standby help; or
- 2. you have a Cognitive Impairment.

### **Activities of Daily Living (ADL)** means:

- 1. **Bathing** the ability to wash oneself in either a tub or shower, or by sponge bath; including the tasks of getting into and out of the tub or shower with or without the assistance of equipment;
- 2. **Dressing** the ability to put on, take off, and secure all necessary and appropriate items of clothing and any necessary braces or artificial limbs;
- 3. **Toileting** the ability to get to and from the toilet, get on and off the toilet, and perform associated personal hygiene with or without the assistance of equipment;
- 4. **Transferring** the ability to move in and out of bed, chair or wheelchair with or without the assistance of equipment;
- 5. **Mobility** the ability to walk or wheel on a level surface from one room to another with or without the assistance of equipment;
- 6. **Eating** the ability to get nourishment into the body by any means once it has been prepared and made available to one with or without the assistance of equipment;
- 7. **Continence** the ability to voluntarily maintain control of bowel and/or bladder function or in the event of incontinence, the ability to maintain a reasonable level of personal hygiene.

NOTE: Any Activities of Daily Living you were not able to perform, without stand-by help, prior to the effective date of coverage under this Policy will not be covered under the terms of this Rider.

# CERTIFICATE RIDER – ACTIVITIES OF DAILY LIVING BENEFIT (Continued)

Stand-by Help means you must have hands-on (active) help from another person with all or most of the activity.

Cognitive Impairment means you have a deterioration or loss in intellectual capacity resulting from:

- 1. injury; or
- sickness; or
- 3. Alzheimer's disease or similar forms of irreversible dementia; and

another person's active help or verbal guidance is needed for your own protection or for the protection of others.

The deterioration or loss will be based on clinical evidence and/or clinical tests, according to generally accepted medical standards, that reliably measure the impairment. Cognitive impairments beginning prior to the effective date of coverage under this policy will not be covered.

#### PRE-EXISTING CONDITIONS

ADL Benefits will not be paid for any Disability:

- 1. which is caused or contributed to by, or results from a pre-existing condition; and
- 2. which begins in the first 12 months after your effective date.

**Pre-Existing Condition** means a diagnosed sickness or injury for which you received treatment within 6 months prior to your effective date.

**Treatment** means consultation, care or services provided by a Physician including diagnostic measures and taking prescribed drugs and medicines.

#### **PROOF OF DISABILITY**

You will qualify for ADL Benefits when the Company receives proof that:

- 1. you have been seen and treated by a Physician for the disabling condition; and
- 2. you first became Disabled as defined in this Rider:
  - a. while insured under the policy; and
  - b. from a cause not excluded under the policy.

# CERTIFICATE RIDER – ACTIVITIES OF DAILY LIVING BENEFIT (Continued)

## WHEN BENEFITS BECOME PAYABLE

If all of the conditions described in this Rider are met, the Company will pay the ADL Monthly Benefit Amount selected by the Policyholder. The ADL Benefit will not be reduced by any other sources of income you are eligible to receive.

The ADL Benefit will become payable on the later of:

- 1. the end of the Elimination Period shown in the Plan Outline; or
- 2. the date you become Disabled as defined in this Rider.

ADL Benefits will be paid in addition to any other Long Term Disability Benefits paid under this policy. The first ADL Benefit may be prorated to coincide with the regular monthly LTD Benefit payment.

## **ADL BENEFIT DURATION**

Subject to the terms of the section in this Rider titled WHEN BENEFITS END, a monthly benefit will be paid for up to 12 months.

#### WHEN BENEFITS END

ADL Benefits will end on the earliest of the following dates:

- 1. the end of the Maximum Period Payable for ADL Benefits (12 months);
- 2. the date you are no longer Disabled under the terms of this Rider;
- 3. the date you fail to submit proof of continuing disability;
- 4. the date you are able to return to work while partially disabled but choose not to;
- 5. the date of your death.

LIFEMAP ASSURANCE COMPANY

President



LifeMap Assurance Company™
100 SW Market Street
P.O. Box 1271, MS E-3A
Portland, OR 97207-1271
(503) 721-7161 (800) 794-5390

## STATE CERTIFIED DOMESTIC PARTNER ENDORSEMENT

This Endorsement is effective on the effective date of the Policy or Certificate to which it is attached.

**Definition Change.** The Definition of "Spouse" shall include state certified domestic partners.

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

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

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

LIFEMAP ASSURANCE COMPANY

Secretary

President



LifeMap Assurance Company<sup>TM</sup>
100 SW Market Street
P.O. Box 1271, MS E-3A
Portland, OR 97207-1271
(503) 721-7161 (800) 794-5390

This Endorsement is effective April 1, 2013.

#### NON-STATE CERTIFIED DOMESTIC PARTNER ENDORSEMENT

The Definition for "Spouse" shall include non-state certified domestic partners if *all* of the following criteria are met:

- a) you and your domestic partner are in a partnership consisting of two persona in which the same regular and permanent residence has been jointly shared for the preceding six months with the intent to continue doing so indefinitely;
- b) you and your domestic partner are age 18 or older;
- c) you and your domestic partner share a close, personal relationship with each other and are jointly responsible for each other's common welfare, including financial obligations;
- d) you and your domestic partner are each other's sole domestic partner and intend to remain so indefinitely;
- e) neither you nor your domestic partner is legally married to anyone else nor has any other domestic partner;
- f) you and your domestic partner are not more closely related by blood than would bar marriage in your state of residence;
- g) you and your domestic partner were mentally competent to contract when the domestic partnership began; and
- h) you and your domestic partner have completed, signed, and submitted an Affidavit of Non-State Certified Domestic Partnership and understand that:
  - 1) any companies or person, including but not limited to the Employer, who suffer any loss due to any false statement contained in the Affidavit may bring a civil action against either domestic partner to recover their losses, including reasonable attorney's fees; and
  - 2) the information in the Affidavit was provided to the Employer for the sole purpose of determining eligibility for domestic partner benefits.

Eligibility for Children of Non-State Certified Domestic Partners: The children of covered non-state certified domestic partners are eligible under the same terms and conditions as children of a covered Spouse.

## **Termination of Domestic Partnership**

In the event the domestic partnership terminates (including any change in status such that the domestic partners no longer meet any of the requirements outlined above), eligibility ends for the domestic partner and the domestic partner's children (unless such children remain eligible by virtue of their continuing relationship to you) on the last day of the monthly period following the date of termination of the domestic partnership. The domestic partners are required to complete and submit a Termination of Non-State Certified Domestic Partnership form within 30 days of the termination of the domestic partnership. You may not file another Affidavit of Non-State Certified Domestic Partnership within 90 days after a request for termination of a domestic partnership has been received.

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

LIFEMAP ASSURANCE COMPANY

Secretary

Mulast Mulion

President

**RLH OR GRP DPEND 02/08**