

STANDARD INSURANCE COMPANY

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

GROUP LIFE INSURANCE CERTIFICATE

POLICYHOLDER:	Massachusetts Board of Higher Education
GROUP POLICY NUMBER:	137863-A
GROUP POLICY EFFECTIVE DATE:	January 1, 2005
GROUP POLICY ANNIVERSARY DATE:	Each future January 1
STATE OF ISSUE:	Massachusetts

The Table of Contents on the next page will help you locate important items, such as the date you become eligible, the benefits and definitions of terms.

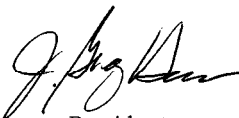
PLEASE READ THE ENTIRE CERTIFICATE. IT IS IMPORTANT.

This certificate details the main features of the insurance provided under the Group Policy issued to the Policyholder by Standard Insurance Company (Standard). Subject to the terms and conditions of the Group Policy, you are insured for the benefits described in this certificate. Possession of this certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this certificate.

This certificate includes an Accelerated Benefit. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" in Internal Revenue Code section 101, your accelerated benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.

Unless defined differently within a particular provision, the terms "you" and "your" mean the insured Employee. Other defined terms appear with their initial letters capitalized.

This certificate replaces any other certificates that may have been previously issued to you describing this insurance.


President

GCTC1002-LIFE

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PART 1: BENEFITS AT A GLANCE

ELIGIBILITY

Employer

Massachusetts Board of Higher Education

Eligible Class(es)

All active full-time Employees who are members of the Massachusetts Optional Retirement Program (ORP) who are employed at one of the following institutions:

Berkshire Community College, Bristol Community College, Bunker Hill Community College, Cape Cod Community College, Greenfield Community College, Holyoke Community College, Massachusetts Bay Community College, Massasoit Community College, Middlesex Community College, Mt. Wachusett Community College, North Shore Community College, Northern Essex Community College, Quinsigamond Community College, Roxbury Community College, Springfield Technical Community College, Bridgewater State College, Fitchburg State College, Framingham State College, Massachusetts College of Art, The Massachusetts College of Liberal Arts, Massachusetts Maritime Academy, Salem State College, Westfield State College, Worcester State College, University of Massachusetts/Amherst, University of Massachusetts/Boston, University of Massachusetts/Dartmouth, University of Massachusetts/Lowell, University of Massachusetts/Worcester, University of Massachusetts/President's Office, The Massachusetts Board of Higher Education

Work Test

All Employees:

You must work at least 0.50 fte to be considered a full-time Employee under the Group Policy.

Waiting Period

For Employees in an Eligible Class on the Group Policy Effective Date:

For all Employees eligible for insurance: None

For Employees who enter an Eligible Class after the Group Policy Effective Date:

For all Employees eligible for insurance: None

LIFE INSURANCE FOR EMPLOYEES

(A) The Death Benefit

...will be paid to the Beneficiary. See PART 3: SCHEDULE OF BENEFITS for the amount to be paid.

(B) The Waiver Of Life Insurance Premium Benefit For Employees

...will be provided during your continuous Total Disability. Your life insurance under the Group Policy will be continued without premium payments during your Total Disability. See PART 4: TYPES OF BENEFITS, "The Waiver Of Life Insurance Premium Benefit," for more information.

(C) The Accelerated Benefit

...may be provided if you have a Terminal Illness. See PART 4: TYPES OF BENEFITS, "The Accelerated Benefit" for more information.

(D) The Conversion Privilege

...permits you to purchase an individual life insurance policy, without providing Evidence Of Insurability, when your life insurance under the Group Policy ceases. See PART 6: WHEN INSURANCE CEASES, "Conversion Of Life Insurance" for more information on converting your life insurance.

PART 2: ELIGIBILITY

TO BE ELIGIBLE FOR INSURANCE FOR EMPLOYEES

To Be Eligible For Insurance

...you must be in an Eligible Class and meet any required Work Test as set forth in PART 1: BENEFITS AT A GLANCE.

You Will Become Eligible For Insurance

...on the latest of:

- (1) the Group Policy Effective Date, if you are in an Eligible Class and have completed the required Waiting Period on that date; and
- (2) the first day after you complete any required Waiting Period shown in PART 1: BENEFITS AT A GLANCE for your Eligible Class; and
- (3) the first day after you complete any required Waiting Period shown in PART 1: BENEFITS AT A GLANCE for your Eligible Class, if you enter the class after the Group Policy Effective Date;

provided you meet the Active Work Requirement as set forth in PART 2: ELIGIBILITY on the date you are to become eligible.

If You Are Rehired

...within 1 year of the date employment ceased, you will become eligible for insurance on:

- (1) the date of your re-entry into an Eligible Class, if you meet any required Work Test as set forth in PART 1: BENEFITS AT A GLANCE and you were previously insured under the Group Policy; or
- (2) the date you become eligible for insurance as set forth in PART 2: ELIGIBILITY, "You Will Become Eligible for Insurance", if you were not previously insured under the Group Policy. All full months of service in an Eligible Class prior to the date employment ceased will be used in determining this date.

provided you meet the Active Work Requirement as set forth in PART 2: ELIGIBILITY on the date you are to become eligible.

TO BECOME INSURED FOR INSURANCE FOR EMPLOYEES

To Become Insured:

For Life Insurance

...you must:

- (A) be eligible for insurance; and
- (B) give Written Election to your Employer within 31 days after the date you become eligible, if you are required to pay for all or part of the cost for Life Insurance. See PART 2 ELIGIBILITY, "Cost For Insurance".

Your Insurance Will Become Effective:

For Life Insurance

...on the latest of the following:

- (1) the date you become eligible, if Written Election is required and given to your Employer on or before that date; or
- (2) the date your Employer receives your Written Election, if Written Election is required and given within 31 days after the date you become eligible; or
- (3) the date Standard approves your Evidence Of Insurability, furnished at no cost to Standard, if Written Election is required and given to your Employer more than 31 days after you become eligible; or
- (4) the date you become eligible, if no Written Election is required;

provided you meet the Active Work Requirement as set forth in PART 2: ELIGIBILITY on the date your insurance is to begin.

ACTIVE WORK REQUIREMENT

To Become Eligible For Employee Insurance

...you must be capable of Active Work on the day you are to become eligible. If you are incapable of Active Work on that date, you will become eligible on the date after you complete 5 full consecutive days of Active Work as an Employee.

For Your Insurance To Become Effective

...you must be Actively At Work on the date your insurance is to begin. If you are incapable of Active Work on that date, your insurance will not become effective until the day after you have completed 5 full consecutive days of Active Work.

If you were covered under your Employer's prior group life insurance plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without being Actively At Work. The benefits payable for your death or dismemberment before you are Actively At Work will be the benefits which would have been payable under the terms of that prior plan if it had remained in force, reduced by any benefits payable under that prior plan.

COST FOR INSURANCE

The Cost For Your:

Life Insurance

...is paid by your Employer.

Generally near the Group Policy Anniversary Date, Standard reviews the plan and the premiums being charged. If a premium change is to be made, Standard will notify your Employer.

PART 3: SCHEDULE OF BENEFITS

FOR EMPLOYEES

The amounts for which you are insured at any date are as follows:

(A) The Amount Of Life Insurance

...will be equal to 3 times your Annual Wage. The amount of Life Insurance will be rounded to the next higher multiple of \$1,000, if not already such a multiple. In no event will the amount of Life Insurance exceed \$400,000;

provided you meet the following requirements, if you are required to pay for all or part of the cost for Life Insurance (see PART 2: ELIGIBILITY, "Cost For Insurance"):

- (1) you have given your Written Election to your Employer and you are insured under this schedule as set forth in PART 2: ELIGIBILITY; and
- (2) funds are being deducted from your wages for your cost of insurance under this schedule.

Reductions In Insurance Amounts

...will be made when your attained age changes. If you reach an age shown below, the amount of life insurance under the Group Policy will be the amount determined by your attained age on the last January 1st, multiplied by the appropriate multiple below and will be rounded to the next higher multiple of \$1,000, if not already such a multiple:

<u>Attained Age on Last January 1</u>	<u>Amount of Life Insurance as a Multiple of Your Annual Wage</u>
35 through 39.....	2.50
40 through 44.....	2.00
45 through 49.....	1.50
50 through 54.....	1.00
55 through 59.....	0.67
60 and over	0.45

Changes Will Be Made

...when your Annual Wage changes and will be adjusted on the first day of the calendar month coinciding with or next following the change in Annual Wage, except as follows:

- (1) If you are not Actively At Work on the effective date of the change in your Annual Wage, the adjustment will not take effect until the day after you have completed 5 full consecutive days of Active Work.
- (2) If your Employer makes a retroactive change in your Annual Wage, no retroactive adjustment will be made in the amount of Life Insurance .

(B) The Amount Of Life Insurance That Can Be Accelerated

...can equal up to 100% of the amount of life insurance under the Group Policy for which you are insured not to exceed a maximum of \$500,000, subject to the other limits in PART 4: TYPES OF BENEFITS, "The Accelerated Benefit.

PART 4: TYPES OF BENEFITS

LIFE INSURANCE BENEFITS FOR EMPLOYEES

(A) The Death Benefit

...will be paid by Standard, if you die while insured for life insurance under the Group Policy. Proof Of Loss satisfactory to Standard must be received before the Death Benefit will be paid. The Death Benefit will be the amount set forth in "PART 3: SCHEDULE OF BENEFITS, The Amount of Life Insurance."

See "PART 7: APPLYING FOR BENEFITS AND REQUESTING INFORMATION" for time limits on filing Proof Of Loss.

(B) The Waiver Of Life Insurance Premium Benefit For Employees

...will be provided during your continued Total Disability. Your life insurance under the Group Policy will be continued without premium payments during your Total Disability if, such disability:

- (1) began while you were insured under the Group Policy and
- (2) began before you became age 60; and
- (3) continued for 6 consecutive months.

See "PART 7: APPLYING FOR BENEFITS AND REQUESTING INFORMATION" for time limits on filing Proof Of Loss.

If Death Occurs Before Initial Proof Is Given

...the Death Benefit will be paid if:

- (1) death occurs within 6 months from the date Total Disability starts; and
- (2) Proof Of Loss is given within 12 months of death; and
- (3) such proof shows that Total Disability was continuous from the date it began until the date of death.

The Amount Of Life Insurance During Total Disability

...under the Waiver Of Life Insurance Premium Benefit will be the amount for which you were insured at the start of Total Disability, except:

- (1) if you had not been Totally Disabled; and
- (2) your amount of life insurance under the Group Policy would have been reduced under the provisions of the Group Policy that were in effect at the start of your Total Disability;

the amount of life insurance under the Group Policy continued under this benefit for you will also be reduced under those provisions.

In no event will your life insurance under the Group Policy be increased while you are Totally Disabled.

If The Conversion Provision Is Used Before Waiver Approved

...and a Standard individual policy of life insurance was issued to you under "PART 6: WHEN INSURANCE CEASES, Conversion Of Life Insurance," payment can be made under either "PART 4: TYPES OF BENEFITS, The Death Benefit" or the individual policy, not both. Before payment can be made under "PART 4: TYPES OF BENEFITS, The Death Benefit," the individual policy must be surrendered to Standard without claim except for the return of any premiums

paid. If Standard made payment under the individual policy, any Death Benefit payable under the Group Policy will be reduced by the amount paid under the individual policy.

Insurance Continued Under The Waiver Of Life Insurance Premium Benefit Will Cease

...on the earliest of the following events:

- (1) the date you cease to be Totally Disabled; or
- (2) the date you become age 65; or
- (3) the date you fail to give proof of continuous Total Disability, as required.

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

When The Waiver Of Life Insurance Premium Benefit Ceases

...you may purchase an individual policy under "PART 6: WHEN INSURANCE CEASES, The Conversion of Life Insurance" as if your employment had terminated. If, however, you return to Active Work for your Employer during the conversion period and are again insured under the Group Policy, no conversion will be permitted.

(C) The Accelerated Benefit

...may be provided if you have a Terminal Illness. You may elect to accelerate the payment of your life insurance under the Group Policy in advance of your death, if Standard receives satisfactory proof that you have a Terminal Illness.

However, if your life insurance under the Group Policy is scheduled to end within 12 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

There is no separate premium cost for the Accelerated Benefit and no discount or lien associated with acceleration of the life insurance under the Group Policy.

Terminal Illness

...is a state of health in which life expectancy is 24 months or less. Terminal Illness must be certified by a Physician.

The Amount Of Life Insurance That Can Be Accelerated

...will be the amount set forth in "PART 3: SCHEDULE OF BENEFITS, The Amount of Life Insurance That Can Be Accelerated." Except, if your amount of life insurance under the Group Policy is scheduled to reduce within 12 months from the date Standard approves your accelerated payment; the amount of the Accelerated Benefit will be based on the reduced amount of life insurance under the Group Policy.

The minimum amount of life insurance under the Group Policy that can be accelerated is \$5,000 or 10% of your amount of life insurance under the Group Policy, whichever is greater.

Payment Will Be Made

...directly to you in one sum.

Payment Of The Accelerated Benefit

...is subject to the following conditions:

- (1) your life insurance under the Group Policy is in effect when you apply; and
- (2) you give Standard proof that you have a Terminal Illness; and
- (3) you are living at the time the Accelerated Benefit is payable; and
- (4) you give Standard written consent from:
 - (a) your Spouse, as required by Standard;
 - (b) any assignee.

Limitations

The Accelerated Benefit can be elected only once. It is available only if you voluntarily choose to elect this benefit. Thus you are not eligible for this benefit if you are required:

- (1) to elect this benefit to satisfy the claims of any creditor(s) or to satisfy any judgments against you; or
- (2) by any government agency to elect this benefit in order to apply for, receive, or maintain any government sponsored benefit, entitlement, or any other form of public assistance.

Effects On Other Group Policy Provisions

Election of the Accelerated Benefit will affect the following Group Policy provisions as set forth below.

- (1) The Death Benefit

The amount of the Death Benefit as set forth in "PART 3: SCHEDULE OF BENEFITS, (A) The Amount of Life Insurance" will be reduced by the amount of the Accelerated Benefit.

- (2) Conversion Of Life Insurance

The amount of life insurance under the Group Policy that can be converted after you receive an Accelerated Benefit will be based on the amount remaining in effect.

- (3) Premium Payments

All future premiums will be waived for any amount of life insurance under the Group Policy remaining in effect after you are paid an Accelerated Benefit.

PART 5: PAYMENT OF BENEFITS

FOR EMPLOYEES**The Benefits Are Payable**

...to your Beneficiary, except as otherwise provided. You may name one or more Beneficiaries. You may designate different classes of Beneficiaries such as primary (first) and contingent (secondary). These classes set the order of payment. A class may contain more than one person.

If you name two or more Beneficiaries in a class:

- (1) Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
- (2) If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, Standard will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, Standard will then pay the share(s) otherwise due to any deceased Beneficiaries to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
- (3) If only one Beneficiary in a class survives, Standard will pay the total death benefits to that Beneficiary.

You May Name Or Change The Beneficiary

...at any time without the consent of a Beneficiary.

Your Beneficiary designation must be the same for life insurance and accidental death & dismemberment insurance, if any, under the Group Policy.

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

Your designation:

- (1) must be dated;
- (2) must relate to the insurance provided under the Group Policy;
- (3) must be delivered to the Policyholder or Employer during your lifetime;
- (4) will take effect on the date it is delivered to the Policyholder or Employer.

If Standard approves it, a designation which meets the requirements of a prior plan will be accepted as your Beneficiary designation under the Group Policy.

If A Beneficiary Or A Person In One Of The Classes Below Dies On The Same Day You Die

...or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to Standard before the date of the Beneficiary's death.

If No Beneficiaries Are Named

...or are alive at your death, the benefits will be paid in equal shares to the first surviving class of the classes below:

- (1) your spouse.
- (2) your children.
- (3) your parents.
- (4) your brothers and sisters.
- (5) your estate.

The Methods Of Payment

...other than a one sum payment may be requested by you or, after your death, by a Beneficiary other than your estate. When Standard receives satisfactory Proof Of Loss, the benefits provided under the Group Policy will be payable in one sum unless some other method of payment is (or was) requested in writing and approved by Standard. Amounts and terms of other than one sum payments will be those normally offered by Standard for group life insurance at the time of the request.

If the amount payable is less than \$25,000, Standard will pay it in a lump sum. If the amount payable is \$25,000 or more, Standard will deposit it into a Standard Secure Access checking account which:

- (a) bears interest;
- (b) is owned by the person entitled to receive the benefit;
- (c) is subject to the terms and conditions of a confirmation certificate which will be given to the person entitled to receive the benefit;
- (d) is fully guaranteed by Standard.

PART 6: WHEN INSURANCE CEASES

FOR EMPLOYEES

Your Insurance Will Cease

...on the earliest of the following events:

- (1) the date the Group Policy terminates; or
- (2) the date the Group Policy is changed to terminate insurance on the class of Employees to which you belong; or
- (3) the date the last period ends for which the required premium contribution was made for your insurance; or
- (4) the date you fail to meet any required Work Test; or
- (5) the date you stop Active Work in an Eligible Class, unless:
your life insurance under the Group Policy is continued under "PART 4: TYPES OF BENEFITS, The Waiver Of Life Insurance Premium Benefit".

If you are no longer Actively At Work due to a leave of absence or other absence, ask your Employer or Policyholder for information about options available under the Group Policy for insurance to continue during your leave of absence.

When your insurance under the Group Policy ends, you may convert to an individual life insurance policy in accordance with "PART 6: WHEN INSURANCE CEASES, Conversion Of Life Insurance."

If your Group Policy does not have Portable Life Insurance, the amount of your life insurance under the Group Policy may be continued for up to 2 years, or if earlier, to the date the Group Policy terminates. For life insurance under the Group Policy to continue, you must elect the continuation within 31 days of termination of employment and pay the required premiums.

CONVERSION OF LIFE INSURANCE FOR EMPLOYEES

When Your Life Insurance Ceases

...under the Group Policy, you may purchase an individual policy of life insurance without providing Evidence Of Insurability as follows:

- (1) When your employment terminates or you stop Active Work in an Eligible Class the amount of life insurance you will be permitted to purchase under an individual policy may not be more than the amount of life insurance under the Group Policy for which you were insured when coverage ceased; or
- (2) When the Group Policy terminates or is changed to terminate insurance on the class of employees to which you belong, the amount of life insurance you will be permitted to purchase under an individual policy may not be more than:
 - (a) the amount of life insurance under the Group Policy for which you were insured when coverage ceased; less
 - (b) the amount of any group life insurance for which you are then eligible or become eligible within 31 days after the date coverage ceased under the Group Policy.

You will receive a written notice of your right to convert no later than 15 days after the happening event. If notice is given more than 15 days but less than 90 days after the happening of such event, your right to convert will be extended until 15 days after notice is given. If notice is not given within 90 days after the happening of the event, your right to convert will expire at the end of 90 days. However, insurance will never continue beyond the initial 31 day conversion period.

When Your Life Insurance Reduces As Your Attained Age Changes

...you may purchase an individual policy of life insurance as if employment had terminated on the date the reduction took effect. The amount of life insurance you will be permitted to purchase under an individual policy will be the amount by which life insurance under the Group Policy was reduced.

An Individual Policy

...will be issued under these additional requirements and terms:

- (1) You must make application for an individual policy and pay the first premium for that policy within 31 days after the date your life insurance under the Group Policy ceases; and
- (2) The individual policy may be on any one of the life insurance forms that Standard then makes available, except one for term insurance, or one having disability or other supplementary benefits; and
- (3) The premium payable will be based on the rates in use by Standard on the date the individual policy takes effect. The rates will be based on the policy chosen, and your attained age and class of risk; and
- (4) The individual policy will take effect on the thirty-second day after the termination of your life insurance under the Group Policy.

If You Die During The Conversion Period

...Standard will pay the amount of life insurance under the Group Policy that could have been converted. Such amount will be paid to the Beneficiary named under the Group Policy, if you die before applying for an individual policy of life insurance. If, however, you die after applying for an individual policy, such amount will be paid to the beneficiary named on the application for the individual policy.

PART 7: APPLYING FOR BENEFITS AND REQUESTING INFORMATION

Applying For Benefits

An application for benefits and all documents to support the application should be filed promptly. Your Employer or Policyholder can supply the application and help you or your Beneficiary complete it. Proof Of Loss must be filed within the required time limits. No benefits will be provided until Standard receives Proof Of Loss. All proof must be satisfactory to Standard.

Proof Of Loss

...is written proof that a loss occurred:

- (1) for which the Group Policy provides benefits;
- (2) which is not subject to any exclusions; and
- (3) which meets all other conditions for benefits under the Group Policy.

Written Proof

Standard will send forms for filing Proof Of Loss within 15 days after they are requested. If forms are not sent within 15 days after Standard's receipt of the request, proof may be submitted in a letter describing the occurrence, character and extent of the loss.

Time Limits On Filing Proof Of Loss

Unless a different time period is provided below, Proof Of Loss must be provided within 90 days after the date of the loss.

Proof Of Total Disability

Proof Of Total Disability must be provided within 12 months from the date Total Disability starts. However, if death occurs before proof is given, Proof Of Total Disability can be provided up to 12 months after death. Proof of continued Total Disability is required at reasonable intervals to be determined by Standard. If Standard requests proof of continued Total Disability, it must be provided within 45 days.

However, no claim will be denied or reduced if it is shown that it was not reasonably possible to give Proof Of Loss at the time it was required and such proof is given as soon as reasonably possible, but not later than one year from the date Proof Of Loss is required. The time limits for filing Proof Of Loss will not apply while the Employee or Beneficiary lack legal capacity.

If Proof Of Loss is not provided within the required time, no benefits will be provided and the time limits set forth in "PART 7: APPLYING FOR BENEFITS AND REQUESTING INFORMATION, Legal Proceedings Against Standard" will begin.

Types Of Proof Of Loss**(A) Proof Of Death**

Standard must receive a certified copy of the death certificate and any other proof it reasonably requires. Standard may have an autopsy performed at its expense, except where prohibited by law.

(B) Other Proof

Proof Of Loss includes any other information Standard reasonably requires in support of a claim. All proof must be in writing and must be provided at the expense of the Employee or Beneficiary.

Standard may require as part of the Proof Of Loss: statements of treating physicians; copies of test reports or examinations; x-rays; hospital records; medical examinations by impartial specialists at Standard's expense; official police reports; investigations conducted by Standard or outside agencies.

Standard may also require records that are in the Employer's control or possession, custody, and may require one or more interviews with you. Standard will have the right and the chance to examine you or your Dependents, if any, at such times as it may reasonably require during the time a claim is pending.

Legal Proceedings Against Standard

No action or suit will be brought to recover benefits under the Group Policy unless it is brought later than 60 days after Proof Of Loss has been given as required by the Group Policy. No such action will be brought at all unless it is brought within 2 years from the end of the time within which Proof Of Loss is required by the Group Policy.

Notice Of Decision On Claim

Standard will evaluate an application for benefits promptly after Standard receives it. With respect to all benefits except the Waiver Of Life Insurance Premium Benefit, within 90 days after Standard receives the application Standard will send you: (a) a written decision on the application; or (b) a notice that Standard is extending the period to decide the application for an additional 90 days.

With respect to an application for the Waiver Of Life Insurance Premium Benefit, within 45 days after Standard receives the application Standard will send you: (a) a written decision on

the application; or (b) a notice that Standard is extending the period to decide the application for 30 days. Before the end of this extension period Standard will send you: (a) a written decision on the Waiver Of Life Insurance Premium Benefit application; or (b) a notice that Standard is extending the period to decide the application for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the Waiver Of Life Insurance Premium Benefit application, the extended time period for deciding the application will not begin until you provide the information or otherwise respond.

If Standard extends the period to decide the application for benefits, you will be notified of the following:

- (1) the reasons for the extension; and
- (2) when Standard expects to decide the application; and
- (3) an explanation of the standards on which entitlement to benefits is based; and
- (4) the unresolved issues preventing a decision; and
- (5) any additional information Standard needs to resolve those issues.

If Standard requests additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, Standard may decide the application for benefits based on the information Standard has received.

If Standard denies any part of the application for benefits, you will receive a written notice of denial containing:

- (a) the reasons for Standard's decision.
- (b) reference to the parts of the Group Policy on which Standard's decision is based.
- (c) a description of any additional information needed to support the application for benefits.
- (d) information concerning the claimant's right to a review of Standard's decision.

Review Procedure

If all or part of an application for benefits is denied, you may request a review. You must request a review in writing:

- (1) within 180 days after receiving notice of the denial of an application for the Waiver Of Life Insurance Premium Benefit;
- (2) within 60 days after receiving notice of the denial of any other application for benefits.

You may send Standard written comments or other items to support the application for benefits. You may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Standard's review will include any written comments or other items you submit to support the application for benefits.

Standard will review the application for benefits promptly after Standard receives the request. With respect to all benefits except the Waiver Of Life Insurance Premium Benefit, within 30 days after Standard receives the request for review Standard will send you: (a) a written decision on review; or (b) a notice that Standard is extending the review period for 30 days.

With respect to an application for the Waiver Of Life Insurance Premium Benefit, within 45 days after Standard receives the request for review Standard will send you: (a) a written decision on review; or (b) a notice that Standard is extending the review period for 45 days.

If an extension is due to your failure to provide information necessary to decide your application for benefits on review, the extended time period for review of your application for benefits will not begin until you provide the information or otherwise respond.

If Standard extends the review period, you will be notified of the following: (a) the reasons for the extension; (b) when Standard expects to decide your application for benefits on review; and (c) any additional information Standard needs to decide your application for benefits.

If Standard requests additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, Standard may conclude Standard's review of the application for benefits based on the information Standard has received.

With respect to an application for the Waiver Of Life Insurance Premium Benefit, the person conducting the review will be someone other than the person who denied the application for benefits and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgment, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person. You may request the names of medical or vocational experts who provided advice to Standard about an application for the Waiver Of Life Insurance Premium Benefit.

If Standard denies any part of the application for benefits on review, you will receive a written notice of denial containing:

- (1) the reasons for Standard's decision; and
- (2) reference to the parts of the Group Policy on which Standard's decision is based; and
- (3) information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your application for benefits.

Standard will comply with any shorter time limits which may be required by the laws or regulations of the state in which the Group Policy is issued.

Requests For Information About Your Insurance

Please direct any written request for information about the Group Policy, its terms, conditions, interpretations, application for benefits thereunder, and review of an application to: Standard Insurance Company, P. O. Box 2800, Portland, Oregon 97208-2800.

PART 8: GENERAL PROVISIONS

Overpayment Of Benefits

Any overpayment of benefits must be repaid to Standard. To recoup the amount overpaid, Standard, at its option will:

- (1) require that the amount be repaid to Standard in one sum; or
- (2) withhold the amount from any future benefits payable to you or your Beneficiary under the Group Policy; or
- (3) take any legal action it deems necessary.

Assignment

You may assign your life insurance and accidental death and dismemberment insurance provided under the Group Policy. No assignment will bind Standard unless it is in writing and until it is filed at Standard's home office. Once recorded, it will take effect as of the date it was signed if Standard receives it before benefits are paid or any other action is taken by Standard. Standard is not responsible for whether any assignment is valid. You may not assign insurance as collateral security.

The Group Policy

Standard and the Policyholder may agree to terminate or change any part of the Group Policy without your consent. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any classes or groups of Employees. Any change or amendment of the Group Policy may apply to current or future Employees or to any classes or groups of Employees. Such termination or change will not affect life insurance that is continued under the following provisions, if any, on the date of such termination or change: "PART 4: TYPES OF BENEFITS, Waiver Of Life Insurance Premium Benefit" and "PART 6: WHEN INSURANCE CEASES, Death During The Conversion Period."

The Group Policy will terminate automatically due to non-payment of premiums by the Policyholder in accordance with the terms of the Group Policy. Also, Standard may terminate the Group Policy as of any date set forth below by giving notice in writing which is mailed to the Policyholder at least 90 days before this date:

- (1) the Group Policy Anniversary Date; or
- (2) any premium due date, if on a prior premium due date the participation requirements set forth in the Group Policy have not been met.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of Standard's executive officers and given to the Policyholder for attachment to the Group Policy. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without Standard's signed, written approval.

Standard may change the Group Policy in whole or in part if:

- (1) the change in the Group Policy is either requested by the Policyholder or is made to satisfy any legal requirement that applies to the Group Policy; or
- (2) the change affects Standard's administration of the Group Policy and is intended to apply to all similar group insurance policies that are affected by the change. Standard will give the Policyholder written notice of Standard's intent to make this kind of change at least 31 days in advance of the effective date of the change. Payment of the next premium due under the Group Policy will be the Policyholder's acceptance of the change, unless the Policyholder rejects the change, in writing, prior to its effective date.

Neither the Policyholder nor your Employer are Standard's agent or representative. Standard will not be responsible or liable for any act or omissions of either of them.

Discretionary Authority For Claims

Benefits will be provided only if Standard decides in its discretion that you are entitled to them. This discretionary authority includes determining eligibility for benefits and interpreting the terms of the Group Policy.

Incontestability Of Insurance

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

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

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

Standard will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years during the lifetime of the insured.

Incontestability Of The Group Policy Or Employer Coverage Under The Group Policy

Any statement made by the Policyholder to obtain the Group Policy or made by an Employer to obtain coverage under the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or your Employer will be used to deny a claim or to deny the validity of the Group Policy or your Employer's coverage under the Group Policy unless:

- (1) The Group Policy would not have been issued or your Employer's coverage under the Group Policy would not have been approved if Standard had known the truth; and
- (2) Standard has given the Policyholder or your Employer a copy of a written instrument signed by the Policyholder or your Employer which contains the misrepresentation.

The validity of the Group Policy or your Employer's coverage under the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

- (1) Cause a person to become insured; or
- (2) Invalidate insurance under the Group Policy otherwise validly in force; or
- (3) Continue insurance under the Group Policy otherwise validly terminated; or
- (4) Cause an Employer to become covered under the Group Policy.

Misstatement Of Age

If a person's age has been misstated, Standard will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

- (1) The amount of insurance based on the correct age; and
- (2) The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

PART 9: DEFINITIONS

The Following Terms Have the Meaning Set Forth Below:**Active Work Or Actively At Work**

...is performing with reasonable continuity, for wages that are paid regularly by your Employer, the material duties of your normal occupation at the usual place of work or at any alternate place of work required by your Employer.

For purposes of becoming eligible for insurance, becoming insured, and increasing insurance, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days and were Actively At Work on the last day you were required to be at the workplace.

Annual Wage

...is your basic annual wage payable by your Employer. It excludes commissions, overtime pay, bonuses, and other types of extra compensation.

The Beneficiary

...is any person or institution whom you have named, in form satisfactory to Standard, to receive the benefits at your death. See "PART 5: PAYMENT OF BENEFITS."

Child

...is your:

- (1) unmarried child from live birth through age 20, age 24 if a registered student in full time attendance at an accredited educational institution and dependent on you for support and maintenance; or
- (2) unmarried child who meets either of the following requirements:
 - (a) The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the Child's age, is continuously Disabled.
 - (b) The child was insured under the prior plan on the day before the effective date of your Employer's coverage under the Group Policy and was Disabled on that day, and is continuously Disabled thereafter.

Child includes any of the following, if they otherwise meet the definition of Child:

- i. your adopted child; and
- ii. your stepchild, if living in your home.

Your Child is Disabled if your child is:

- (1) continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
- (2) chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

You must give Standard proof your Child is Disabled on Standard's forms within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your Employer's coverage under the Group Policy if your Child is Disabled on that date. At reasonable intervals thereafter, Standard may require further proof your Child is Disabled, and have your Child examined at Standard's expense.

Employee

...is a regular employee of the Employer, excluding temporary or seasonal employees, full-time members of the armed forces of any country, leased employees, and independent contractors.

Employee Insurance

...is insurance for you.

Employer

...is an employer, including any approved affiliates and subsidiaries, for which coverage under the Group Policy is approved in writing by Standard.

Evidence Of Insurability

...is when an applicant does all of the following:

- (1) completes and signs Standard's medical history statement;
- (2) signs Standard's form authorizing Standard to obtain information about the applicant's health;
- (3) undergoes a physical examination, if required by Standard, which may include blood testing; and

- (4) provides any additional information about the applicant's insurability that Standard may reasonably require.

Group Policy

...is the group life insurance policy issued by Standard to the Policyholder and identified by the Group Policy Number, the Policyholder's attached application, group life insurance certificates with the same Group Policy Number, and any amendments or endorsements to the policy or certificates.

Physician

...is a physician legally licensed to practice medicine and surgery who primarily treats patients. A Physician must be someone other than yourself, or a member of your family or your spouse's family.

Spouse

...is a person to whom you are legally married. However, for purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced or legally separated.

Total Disability Or Totally Disabled

...is being unable due to sickness, bodily injury or pregnancy to perform any occupation for which you are reasonably suited by education, training or experience.

Written Election

...is your signed request for elective insurance under the Group Policy. In the request, you authorize your Employer to deduct funds from your wages for the cost of the insurance.

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