



**YOUR EMPLOYEE
BENEFIT PLAN**

CLACKAMAS COUNTY



Clackamas County
2051 Kaen Road
Oregon City, OR 97045

TO OUR EMPLOYEES:

All of us appreciate the protection and security insurance provides.

This certificate describes the benefits that are available to you. We urge you to read it carefully.

Benefits are provided through a group policy issued to Clackamas County by Metropolitan Life Insurance Company.

Clackamas County



Metropolitan Life Insurance Company
One Madison Avenue, New York, New York 10010-3690

Certifies that, under and subject to the terms and conditions of the Group Policy issued to the Employer, coverage is provided for each Employee as defined herein.

The date when an Employee is eligible for coverage is set forth in the form with the title Eligibility for Benefits.

The date when an Employee's Personal Benefits become effective is set forth in the form with the title Effective Dates of Personal Benefits.

The date when an Employee's Dependent Benefits become effective is set forth in the form with the title Effective Dates of Dependent Benefits.

The amounts of coverage are determined by the form with the title Schedule of Benefits.

A handwritten signature in black ink, appearing to read "Robert H. Benmosche". The signature is fluid and cursive, with a large, stylized initial "R".

Robert H. Benmosche
Chairman, President and Chief Executive Officer

Employer: **Clackamas County**

Group Policy No.: **A4413-G1**

Florida Residents: The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.

For Maryland residents: The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

North Dakota Residents: Free Look Period for Life Insurance: If You are not satisfied with your certificate, You may return it to Us within 20 days after You receive it, unless a claim has previously been received by Us under your certificate. We will refund within 30 days of our receipt of the returned certificate any Premium that has been paid and the certificate will then be considered to have never been issued. You should be aware that, if you elect to return the certificate for a refund of premiums, losses which otherwise would have been covered under your certificate will not be covered.

For West Virginia Residents: You have the right to return this certificate within ten days of its receipt and to have your premium refunded if, after examination of the certificate, you are not satisfied for any reason.

Accelerated Benefits may be taxable. If so, you or your Beneficiary may incur a tax obligation. As with all tax matters, you should consult your personal tax advisor to assess the impact of this Benefit.

Texas Residents: Please Read the Notice Pages for Texas Residents Carefully

If any prior certificate relating to the coverage set forth herein has been given to the Employee, such certificate is void.

Form G.23000-Cert.-1

For Texas Residents:

Para Residentes de Texas:

IMPORTANT NOTICE

AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener informacion o para someter una queja:

You may call MetLife's toll-free telephone number for information or to make a complaint at

Usted puede llamar al numero de telefono gratis de MetLife para informacion o para someter una queja al

1-800-638-5433

1-800-638-5433

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

1-800-252-3439

You may write the Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
Fax # 512 - 475-1771

Puede escribir al Departamento de Seguros de Texas
P.O. Box 149104
Austin, TX 78714-9104
Fax # 512 - 475-1771

PREMIUM OR CLAIM DISPUTES:

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Should you have a dispute concerning your premium or about a claim you should contact MetLife first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con MetLife primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

ATTACH THIS NOTICE TO YOUR CERTIFICATE:

UNA ESTE AVISO A SU CERTIFICADO:

This notice is for information only and does not become a part or condition of the attached document.

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

For Texas Residents:

IMPORTANT NOTICES

DEATH BENEFITS WILL BE REDUCED IF AN ACCELERATION-OF-LIFE-INSURANCE BENEFIT IS PAID.

DISCLOSURE: The acceleration-of-life-insurance benefits offered under this certificate are intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the acceleration-of-life-insurance benefits qualify for such favorable tax treatment, the benefits will be excludable from your income and not subject to federal taxation. Tax laws relating to acceleration-of-life insurance benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which you could receive acceleration-of-life-insurance benefits excludable from income under the federal law.

DISCLOSURE: Receipt of acceleration-of-life-insurance benefits may affect your, your spouse's or your family's eligibility for public assistance programs such as Medical Assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary Social Security Income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect your, your spouse and your family's eligibility for public assistance.

Arkansas residents please be advised of the following:

IMPORTANT NOTICE

IF YOU HAVE A QUESTION CONCERNING YOUR COVERAGE OR A CLAIM, FIRST CONTACT YOUR GROUP EMPLOYER OR GROUP ACCOUNT ADMINISTRATOR. IF, AFTER DOING SO, YOU STILL HAVE A CONCERN, YOU MAY CALL METLIFE'S TOLL-FREE TELEPHONE NUMBER:

1-800-638-5433

IF YOU ARE STILL CONCERNED AFTER CONTACTING BOTH YOUR GROUP EMPLOYER AND METLIFE, YOU SHOULD FEEL FREE TO CONTACT:

**ARKANSAS INSURANCE DEPARTMENT
CONSUMER SERVICES DIVISION
1200 WEST THIRD
LITTLE ROCK, ARKANSAS 72201-1904**

California residents please be advised of the following:

IMPORTANT NOTICE

**TO OBTAIN ADDITIONAL INFORMATION, OR
TO MAKE A COMPLAINT, CONTACT METLIFE
AT:**

**METROPOLITAN LIFE INSURANCE
COMPANY
1 MADISON AVENUE
NEW YORK, NY 10010
ATTN: CORPORATE CONSUMER RELATIONS
DEPARTMENT
1-800-638-5433**

**IF, AFTER CONTACTING METLIFE
REGARDING A COMPLAINT, YOU FEEL THAT
A SATISFACTORY RESOLUTION HAS NOT
BEEN REACHED, YOU MAY FILE A
COMPLAINT WITH THE CALIFORNIA
INSURANCE DEPARTMENT AT:**

**CALIFORNIA DEPARTMENT OF INSURANCE
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013
1-800-927-4357 (within California)
1-213-897-8921 (outside California)**

Georgia residents please be advised of the following:

IMPORTANT NOTICE

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

IMPORTANT NOTICE

NOTICE FOR RESIDENTS OF MONTANA

If a claim on your life or your Dependent's life becomes payable under this certificate, settlement of the claim shall be made within 60 days of the date that we receive proof of death that is satisfactory to us. The settlement shall include interest from the 30th day after we receive such proof until settlement. Such interest shall be paid at the rate required by law in Montana.

Utah residents please be advised of the following:

NOTICE TO POLICYHOLDERS

Insurance companies licensed to sell life insurance, health insurance, or annuities in the State of Utah are required by law to be members of an organization called the Utah Life and Health Insurance Guaranty Association ("ULHIGA"). If an insurance company that is licensed to sell insurance in Utah becomes insolvent (bankrupt), and is unable to pay claims to its policyholders, the law requires ULHIGA to pay some of the insurance company's claims. The purpose of this notice is to briefly describe some of the benefits and limitations provided to Utah insureds by ULHIGA.

PEOPLE ENTITLED TO COVERAGE

- You must be a Utah resident.
- You must have insurance coverage under an individual or group policy.

POLICIES COVERED

- ULHIGA provides coverage for certain life, health and annuity insurance policies.

EXCLUSIONS AND LIMITATIONS

Several kinds of insurance policies are specifically excluded from coverage. There are also a number of limitations to coverage. The following are not covered by ULHIGA:

- Coverage through an HMO.
- Coverage by insurance companies not licensed in Utah.
- Self-funded and self-insured coverage provided by an employer that is only administered by an insurance company.
- Policies protected by another state's Guaranty Association.
- Policies where the insurance company does not guarantee the benefits.
- Policies where the policyholder bears the risk under the policy.

- Re-insurance contracts.
- Annuity policies that are not issued to and owned by an individual, unless the annuity policy is issued to a pension benefit plan that is covered.
- Policies issued to pension benefit plans protected by the Federal Pension Benefit Guaranty Corporation.
- Policies issued to entities that are not members of the ULHIGA, including health plans, fraternal benefit societies, state pooling plans and mutual assessment companies.

LIMITS ON AMOUNT OF COVERAGE

Caps are placed on the amount ULHIGA will pay. These caps apply even if you are insured by more than one policy issued by the insolvent company. The maximum ULHIGA will pay is the amount of your coverage or \$500,000 — whichever is lower. Other caps also apply:

- \$100,000 in net cash surrender values.
- \$500,000 in life insurance death benefits (including cash surrender values).
- \$500,000 in health insurance benefits.
- \$200,000 in annuity benefits — if the annuity is issued to and owned by an individual or the annuity is issued to a pension plan covering government employees.
- \$5,000,000 in annuity benefits to the contract holder of annuities issued to pension plans covered by the law. (Other limitations apply).
- Interest rates on some policies may be adjusted downward.

DISCLAIMER

PLEASE READ CAREFULLY:

. **COVERAGE FROM ULHIGA MAY BE UNAVAILABLE UNDER THIS POLICY. OR, IF AVAILABLE, IT MAY BE SUBJECT TO SUBSTANTIAL LIMITATIONS OR EXCLUSIONS. THE DESCRIPTION OF COVERAGES CONTAINED IN THIS DOCUMENT IS AN OVERVIEW. IT IS NOT A COMPLETE DESCRIPTION. YOU CANNOT RELY ON THIS DOCUMENT AS A DESCRIPTION OF COVERAGE. FOR A COMPLETE DESCRIPTION OF COVERAGE, CONSULT THE UTAH CODE, TITLE 31A, CHAPTER 28.**

. **COVERAGE IS CONDITIONED ON CONTINUED RESIDENCY IN THE STATE OF UTAH.**

. **THE PROTECTION THAT MAY BE PROVIDED BY ULHIGA IS NOT A SUBSTITUTE FOR CONSUMERS' CARE IN SELECTING AN INSURANCE COMPANY THAT IS WELL-MANAGED AND FINANCIALLY STABLE.**

. **INSURANCE COMPANIES AND INSURANCE AGENTS ARE REQUIRED BY LAW TO GIVE YOU THIS NOTICE. THE LAW DOES, HOWEVER, PROHIBIT THEM FROM USING THE EXISTENCE OF ULHIGA AS AN INDUCEMENT TO SELL YOU INSURANCE.**

. **THE ADDRESS OF ULHIGA, AND THE INSURANCE DEPARTMENT ARE PROVIDED BELOW.**

Utah Life and Health Insurance
Guaranty Association
955 E. Pioneer Rd.
Draper, Utah 84114

Utah Insurance Department
State Office Building, Room 3110
Salt Lake City, Utah 84114

Virginia residents please be advised of the following:

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number:

Metropolitan Life Insurance Company
1 Madison Avenue
New York, New York 10010
Attn: Corporate Customer Relations Department

To phone in a claim related question, you may call Claims Customer Service at:

1-800-638-5433

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

Life and Health Division
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23209

1-800-552-7945 - In-state toll-free
1-804-786-3741 - Out-of-state

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

Wisconsin residents please be advised of the following:

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Metropolitan Life Insurance Company
Corporate Consumer Relations Department
1 Madison Avenue
New York, NY 10010
1-800-638-5433

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517 outside of Madison or 266-0103 in Madison.

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SCHEDULE OF BENEFITS
(Also see SCHEDULE SUPPLEMENT)

The following Benefits are provided subject to the provisions below.

APPLICABLE TO FULL-TIME AND PART-TIME EMPLOYEES ONLY

LIFE BENEFITS (EMPLOYEE ONLY)

<u>Employee Classification*</u>	<u>Life Benefits*</u>
Elected Officials and Nonrepresented Group 1	
Option 1	\$150,000*
Option 2	\$50,000*
Nonrepresented Group 2	
Option 1	\$150,000
Option 2	\$50,000
Peace Officers Association.....	\$75,000*
Employees Association	\$50,000
Federation of Parole and Probation Officers	\$50,000
AFSCME (DTD)	\$50,000
AFSCME (WES)	\$50,000
AFSCME (CCOM)	\$50,000
Housing Authority Employees Association.....	\$50,000
County Fair Board Non Management Employees.....	\$50,000
Vector Control.....	\$50,000
Soil & Water Conservation District	\$50,000
Job Share Employees.....	\$25,000

- * Amount includes \$10,000 Life Benefit for Sheriffs Office Uniformed Employees and Command Personnel only, in compliance with ORS Section 243.025. This \$10,000 benefit is not subject to any age reduction.

Only your Life Benefits will be reduced if Accelerated Benefits are paid.

See pages hereof entitled ACCELERATED BENEFITS (On Your Own Account).

APPLICABLE TO FULL-TIME AND PART-TIME EMPLOYEES

VOLUNTARY ACCIDENTAL DEATH OR DISMEMBERMENT

Employee	Multiples of \$10,000, up to a Maximum Benefit of ten times your basic annual earnings, as determined by the Employer, or \$500,000, whichever is less.
Spouse and Child(ren)	An amount equal to: (a) 40% for your spouse; and (b) 10% for each child; of your Voluntary Accidental Death or Dismemberment Benefits
Spouse Only.....	An amount equal to 50% of your Voluntary Accidental Death or Dismemberment Benefits
Child(ren) Only	An amount equal to 15% of your Voluntary Accidental Death or Dismemberment Benefits for each child

If you and your Dependent spouse die within one year of sustaining bodily injuries in the same accident, or separate accidents occurring within the same 24-hour period, the Voluntary Accidental Death or Dismemberment Benefits amount which applies to your Dependent spouse will be increased to equal the amount set forth above which applies to you, the Employee.

APPLICABLE TO FULL-TIME AND PART-TIME EMPLOYEES ONLY

<u>BENEFITS (DEPENDENTS ONLY)</u>	<u>AMOUNT</u>
Non-Contributory Dependent Life Benefits	
Peace Officers Association	
Spouse	\$2,000
Child	
(15 days but less than 6 months).....	\$ 100
(6 months and over)	\$2,000
Contributory Dependent Life Benefits	
All Others	
Spouse	\$5,000
Child	
(15 days but less than 6 months).....	\$ 500
(6 months and over)	\$5,000

IF YOU ARE AGE 70 OR OLDER

The amounts of your Life Benefits on and after age 70 will be determined by applying the appropriate percentage from the following table to the amount of such benefits which would otherwise have been applicable had you not become age 70:

<u>Age of Employee</u>	<u>Percentage</u>
70 but less than 75	65%
75 and older	50%

WHEN YOU RETIRE

No benefits are provided under This Plan on or after the day you retire.

Form G.23000-B

SCHEDULE SUPPLEMENT

A. Statements Made by You Which Relate to Insurability

Any statement made by you will be deemed a representation and not a warranty.

No such statement made by you which relates to insurability will be used:

1. in contesting the validity of the benefits with respect to which such statement was made; or
2. to reduce the benefits;

unless the conditions listed in items (a) and (b) below have been met:

- a. The statement must be contained in a written application which has been signed by you.
- b. A copy of the application has been furnished to you or to your Beneficiary.

No such statement made by you will be used at all after such benefits have been in force prior to the contest for a period of two years during the lifetime of the person to whom the statement applies.

B. Assignment

This certificate may not be assigned by you. Your benefits may not be assigned prior to a loss.

C. Additional Provisions

1. The benefits under This Plan do not at any time provide paid-up insurance, or loan or cash values.
2. No agent has the authority:
 - a. to accept or to waive the required proof of a claim; nor
 - b. to extend the time within which a proof must be given to us.

Form G.23000-B1

DEFINITIONS OF CERTAIN TERMS USED HEREIN

"Actively at Work" or **"Active Work"** means that you are performing all of the material duties of your job with the Employer where these duties are normally carried out. If you were Actively at Work on your last scheduled working day, you will be deemed Actively at Work:

1. on a scheduled non-working day;
2. provided you are not disabled.

"Annual Open Enrollment" means a period of time each year authorized by the Employer. During this period of time Employees may enroll Dependents without providing evidence of good health.

"Covered Person" means an Employee or a Dependent on whose account benefits are in effect under This Plan.

"Dependent" means your spouse or your unmarried child except for:

1. a person who is in the military or like forces of any country or of any subdivision of a country;
2. a person who is covered under This Plan as an Employee;

- 3.** a person who lives outside the United States or Canada;
- 4.** with respect to Life Benefits (On Account of Dependents), a child who is 14 days of age and under;
- 5.** a child who:
 - a.** is 21 years of age or older and who is employed on a full-time basis; or
 - b.** is 21 years of age or older and who is not a full-time student at an approved school, as determined by the Employer; or
 - c.** is 25 years of age or older.

If a Dependent child is a Covered Person on the day before that child has reached the applicable age limit, that child will continue to be a Dependent after the age limit as long as:

- a.** that child is and remains unable to work in self-sustaining employment because of:
 - i.** physical handicap; or
 - ii.** mental retardation; and
- b.** that child is and remains chiefly dependent upon you for support; and
- c.** that child is and remains a Dependent, as defined, except for the age limit; and
- d.** you give us proof, when we ask for it, that the child is and remains so unable to work and dependent upon you since the age limit. We will not ask for proof more than once a year. The proof must be satisfactory to us; and
- e.** you make any payment which is required by the Employer.

Child includes:

- a.** a child who is supported solely by you and permanently living in the home of which you are the head; and

- b. a child who is legally adopted; and
- c. a stepchild who lives in your home; and
- d. a child for whom benefits must be provided by court order, that we have been notified of (as set forth in a divorce decree).

No person may be covered as a Dependent of more than one Employee.

"Dependent Benefits" mean the benefits which are provided on account of a Dependent under This Plan.

"Doctor" means a person who is legally licensed to practice medicine. A licensed practitioner will be considered a Doctor if:

1. there is a law which applies to This Plan and that law requires that any service performed by such a practitioner must be considered for benefits on the same basis as if the service were performed by a Doctor; and
2. the service performed by the practitioner is within the scope of his or her license.

"Domestic Partner" means each of two people, one of whom is an Employee of the Employer who represent themselves publicly as each other's domestic partner and have:

1. registered as domestic partners or members of a civil union with a government agency or office where such registration is available; or
2. submitted a domestic partner affidavit to the Employer.

The domestic partner affidavit must be notarized signed by both parties, and establish that:

1. each person is 18 years of age or older;
2. neither person is married;

3. neither person has had another domestic partner within 6 months prior to the enrollment date for insurance for the Domestic Partner under the Group Policy;
4. they have shared the same residence for at least 6 months prior to the date they enroll for insurance for the Domestic Partner under the Group Policy;
5. they are not related by blood in a manner that would bar their marriage in the jurisdiction in which they reside;
6. they have an exclusive mutual commitment to share the responsibility for each other's welfare and financial obligations which commitment existed for at least 6 months prior to the date they enroll for insurance for the Domestic Partner under the Group Policy, and such commitment is expected to last indefinitely.
7. Two or more of the following exist as evidence of joint responsibility for basic financial obligations:
 - a. a joint mortgage or lease*;
 - b. designation of the Domestic Partner as beneficiary for life insurance or retirement benefits; joint wills or designation of the Domestic Partner as executor and/or primary beneficiary;
 - c. designation of the Domestic Partner as durable power of attorney or health care proxy*;
 - d. ownership of a joint bank account, joint credit cards;
 - e. other evidence of joint financial responsibility; and
 - f. other evidence of economic interdependence.

*For the purposes of Life Insurance, the evidence must include (a) or (c).

The Employer will review the domestic partner affidavit and determine whether to accept the request to insure the Domestic Partner.

The Employer will inform the Employee of its decision.

"Employee" means a person who is employed and paid for services by the Employer on a full-time or part-time basis.

"Hospital" means a facility which:

1. is legally licensed; and
2. provides a broad range of 24 hour a day medical and surgical services for sick and injured persons by, or under the supervision of, a staff of Doctors; and
3. provides 24 hour a day nursing care by, or under the direction of, a registered professional nurse (R.N.).

"Hospitalized" means that your Dependent has received:

1. inpatient care in a Hospital; or
2. care in:
 - a. a hospice facility; or
 - b. an intermediate facility; or
 - c. a long term care facility; or
3. chemotherapy; or
4. radiation therapy; or
5. dialysis treatment.

"Normal Activities" means that your Dependent:

1. is not confined in a Hospital; or
2. is not confined at home under the care of a Doctor for a sickness or injury; or
3. is not receiving and is not entitled to receive any disability income from any source due to any sickness or injury.

"Personal Benefits" mean the benefits which are provided on account of an Employee under This Plan.

"Qualifying Events" means a change in your family, employment or group coverage status which would affect your Benefits under This Plan due to one or more of the following:

1. marriage;
2. birth, adoption or placement for adoption of a dependent child;
3. divorce, legal separation or annulment;
4. death of a dependent;
5. a change in your or your dependent's employment status, such as beginning or ending employment, strike, lockout, taking or ending a leave of absence, changes in worksite or work schedule, if it causes you or your dependent to gain or lose eligibility for group coverage.

"Spouse" means your lawful spouse. The term also includes your Domestic Partner.

"This Plan" means the Group Policy which is issued by us to provide Personal Benefits and Dependent Benefits.

"We", **"us"** and **"our"** mean Metropolitan.

"You" and **"your"** mean the Employee who is a Covered Person for Personal Benefits. They do not include a Dependent of the Employee.

Form G.23000-A

ELIGIBILITY FOR BENEFITS

Personal Benefits Eligibility Date

Your Personal Benefits Eligibility Date is the later of:

1. August 1, 2005; and
2. the first day of the calendar month after the date you complete 2 months of continuous service as an Employee of the Employer.

Dependent Benefits Eligibility Date

Your Dependent Benefits Eligibility Date is the later of your Personal Benefits Eligibility Date and the first day of the calendar month following the date you first acquire a Dependent and the date of birth of the child if your first Dependent is a newborn child.

Form G.23000-C

EFFECTIVE DATES OF PERSONAL BENEFITS

Your Personal Benefits will become effective on your Personal Benefits Eligibility Date provided you are actively at work as an Employee on that date. If you are not then actively at work as an Employee, your Personal Benefits will become effective on the first day of the calendar month following the date of your return to active work as an Employee.

Elected Officials and Nonrepresented Employees

Elected Officials and Nonrepresented Employees may change their Employee Life and Voluntary Accidental Death or Dismemberment Benefits Options:

1. during the Annual Open Enrollment period; and
2. within 31 days after a Qualifying Event.

Changes made during the Annual Open Enrollment period are effective on the first day of the following plan year, January 1.

Changes due to a Qualifying Event are effective on the first day of the calendar month following the date of the Qualifying Event.

Note: If you request a change to a higher amount, either during the Annual Open Enrollment period or due to a Qualifying Event, evidence of your good health must be given to us. The evidence of good health is to be given at your expense. If the evidence of good health is accepted by us as satisfactory, the increased amount will be effective on the later of:

1. the date determined above on which the change would normally be effective; and
2. the date the evidence of good health is accepted by us as satisfactory.

If the evidence of good health is not accepted by us as satisfactory your Life and Voluntary Accidental Death or Dismemberment Benefits will not be increased.

All Other Employees

All other Employees may add eligible Dependents in the event of a Qualifying Event, other than a change in spouse's employment, or during the Annual Open Enrollment period without satisfying evidence of good health. Coverage will become effective as follows:

1. Due to marriage - First day of the calendar month after you acquire a Dependent.
2. Birth - 15th day following date of birth.
3. Adoption - First day of calendar month after you acquire a Dependent.
4. Open Enrollment changes - First day of the following plan year, January 1.

Form G.23000-D1

EFFECTIVE DATES OF DEPENDENT BENEFITS

APPLICABLE TO NON CONTRIBUTORY DEPENDENT LIFE BENEFITS

A. Effective Dates

Your Dependent Benefits will become effective on the later of:

1. Your Dependent Benefits Eligibility Date; and
2. the effective date of your Personal Benefits.

On the effective date of your Dependent Benefits all persons who are then your Dependents will be covered.

B. New Dependents

Dependent Benefits with respect to a person who becomes your Dependent while you are covered for Dependent Benefits will be effective on the first day of the calendar month after the date such person becomes your Dependent. However, Dependent Benefits with respect to a newborn child will be effective on the date such a child is 15 days old.

APPLICABLE TO CONTRIBUTORY DEPENDENT LIFE BENEFITS

A. Request Forms

You must make a written request to the Employer for Dependent Benefits by completing a life insurance enrollment form and submitting it to the Benefits Division.

B. If Timely Request is Made

A timely request is one that is made on or prior to the date thirty one days after your Dependent Benefits Eligibility Date. If you are not actively at work as an Employee on your Dependent Benefits Eligibility Date, a request will be timely if it is made on or prior to the date thirty one days after the date you return to active work as an Employee.

If you make a timely request for Dependent Benefits, your Dependent Benefits will become effective on the latest of:

1. your Dependent Benefits Eligibility Date; and
2. the effective date of your Personal Benefits; and
3. the date of your request.

C. If Late Request is Made

If a request is not a timely request, it is a late request. A late request may only be made during the next Annual Open Enrollment period.

D. Annual Open Enrollment

If you did not make a timely request for Dependent Benefits, you may request such benefits during the Annual Open Enrollment period.

These enrollments are effective on the first day of the following plan year, January 1.

E. Reinstatement of Benefits

If your Dependent Benefits end because you do not make a required contribution to their cost, you may make a request to reinstate them. Such a request will be treated as if it were a late request in order to determine the effective date of your Dependent Benefits.

F. New Dependents

Dependent Benefits with respect to a person who becomes your Dependent while you are covered for Dependent Benefits will be effective on the first day of the calendar month after the date such person becomes your Dependent, subject to all provisions herein. However, Dependent Benefits with respect to a newborn child will be effective on the date such child is 15 days old.

Form G.23000-D2

**LIFE BENEFITS
(On Your Own Account)**

A. Coverage

If you die while you are covered for Life Benefits, we will pay to the Beneficiary the amount of Life Benefits that is in effect on your life on the date of your death.

B. Optional Types of Payment

Payment of any amount of Life Benefits may be made in installments. Details on the payment options may be obtained from the Employer.

Form G.23000-1

**ACCELERATED BENEFITS
(On Your Own Account)**

A. Definitions

"Meet the Requirements" means:

1. your life span is drastically limited; and
2. you are expected to die within 6 months; and
3. you are not expected to recover.

These must be certified by a Doctor and accepted by us.

B. Coverage

We will pay Accelerated Benefits to you if:

1. you are less than 63 years old when you apply for Accelerated Benefits; and
2. you apply for Accelerated Benefits while your Life Benefits are in effect; and
3. you Meet the Requirements while you are covered for Life Benefits; and
4. you or your legal representative requests payment of Accelerated Benefits while your Life Benefits are in effect.

Accelerated Benefits are payable only once.

Payment of Accelerated Benefits will reduce your Life Benefits and the amount available for you to convert to a personal policy of life insurance under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE.

C. Proof

Accelerated Benefits will be payable when we receive proof that you Meet the Requirements.

Proof must be given to us. The proof must be in a form that is satisfactory to us. We have no duty to ask for any proof. Any delay in submitting proof will not cause a claim to be denied so long as the proof is given as soon as reasonably possible.

At the time that such proof is given, we may have you examined by Doctors of our choice, at our expense.

D. Amount

The amount of Accelerated Benefits payable is:

1. up to 50% of your Life Benefits shown in the SCHEDULE OF BENEFITS; and
2. determined as of the date we accept certification that you Meet the Requirements; and
3. no more than \$250,000.

If your Life Benefits are scheduled to reduce within six months of such certification date, we will, for the purpose of determining the amount of Accelerated Benefits, deem the amount of your Life Benefits to have already been reduced on such certification date.

After payment of the Accelerated Benefits, the amount of your Life Benefits will be:

1. the amount of Life Benefits actually in effect on the certification date; less
2. the amount of Accelerated Benefits requested.

When the scheduled reduction date occurs, the amount of your Life Benefits will be reduced. The amount of such reduction will be determined by applying the percentage in accordance with the provisions of This Plan to the amount of your Life Benefits actually in effect on the certification date.

After such scheduled reduction, the amount of your Life Benefits will be the amount of your Life Benefits actually in effect on the certification date:

REDUCED BY

the amount of such scheduled reduction; and

MINUS

the amount of Accelerated Benefits requested.

Accelerated Benefits will be payable if you are living when payment is made.

For Texas Residents: Upon receipt of your claim form we will send you a Preadjudication letter containing specific information on the payment you requested. Such information will include the amount of payment which will be made to you and the amount of death benefit remaining after payment of the Accelerated Benefit.

E. Exclusions

Accelerated Benefits will not be payable if:

1. you have assigned your Life Benefits (see Assignment provision under SCHEDULE SUPPLEMENT); or
2. the amount of your Life Benefits is less than \$10,000.

Form G.23000-36

**WAIVER OF LIFE INSURANCE PAYMENTS
(On Your Own Account)**

A. Life Insurance Payments

"Life Insurance Payments" means the amounts which are required to be paid in order to maintain in effect any amount of your Life Benefits under this certificate which remains after payment of benefits under the provisions of ACCELERATED BENEFITS (On Your Own Account).

B. Coverage

Life Insurance Payments will be waived for as long as you "Meet the Requirements" as defined in ACCELERATED BENEFITS (On Your Own Account) if:

1. you have been paid Accelerated Benefits under This Plan, and
2. the required proof is submitted to us.

The amount of your Life Benefits under this certificate which remains after payment of benefits under the provisions of ACCELERATED BENEFITS (On Your Own Account) will continue in effect as long as you continue to provide the required proof to us.

C. Proof

In order for the Life Insurance Payments to continue to be waived, proof that you continue to Meet the Requirements must be submitted to us when we ask for it. We will not ask for proof more often than once a year.

If you die while the Life Insurance Payments are being waived, we must receive proof that you continued to Meet the Requirements to the date of your death. This proof must be given to us within one year of your death.

All proofs must be given to us. The proofs must be in a form that is satisfactory to us. We have no duty to ask for any proof. If any proof is not given on time, the delay will not cause a claim to be denied so long as the proof is given as soon as reasonably possible.

At any time that proof that you Meet the Requirements is given, we may have you examined by Doctors of our choice at our expense.

D. Termination

In no event will the Life Insurance Payments be waived after the date you no longer Meet the Requirements.

Form G.23000-Leg-36-8

**RIGHT TO OBTAIN A PERSONAL POLICY
OF LIFE INSURANCE ON YOUR OWN LIFE**

A. Application

We will issue a personal policy of life insurance without disability or accidental death benefits to you if you apply for it in writing during the Application Period. The Application Period is the 31 day period after:

1. the date your Life Benefits end because your employment ends or because you are no longer in a class which remains eligible for Life Benefits; or
2. the date your Life Benefits end because This Plan ends, but only if your Life Benefits under This Plan have been in effect for at least 5 years; or
3. the date This Plan is changed to end the Life Benefits for your class, but only if your Life Benefits under This Plan have been in effect for at least 5 years.

For New Hampshire residents. If you are not given notice, in writing, of the Right To Obtain A Personal Policy of Life Insurance On Your Own Life at least 15 days before the end of the Application Period, you will have additional time in which to apply. You will then have 15 days from the date you are given the notice in which to apply.

Proof that you are insurable is not required by us.

B. Conditions

The personal policy will be issued to you subject to these conditions:

1. it will be on one of the forms then usually issued by us, except term insurance; and

2. it will not take effect until after the Application Period ends;
and
3. the premium for the policy will be based on:
 - a. the class of risk to which you belong; and
 - b. your age on the effective date of the policy; and
 - c. the form and amount of the policy; and
4. if item A(1) applies to you, the amount of the policy will not be more than the amount of your Life Benefits on the date the Life Benefits end; and
5. if item A(2) or item A(3) applies to you, the amount of the policy will not be more than the lesser of:
 - a. the amount of your Life Benefits on the date the Life Benefits end, less any amount of life insurance for which you may be eligible under any group policy which takes effect within 31 days after your Life Benefits end; and
 - b. \$10,000.

C. If You Die During the Application Period

If you die during the Application Period, we will pay a death benefit to the Beneficiary. The amount of the death benefit will be the highest amount of life insurance pursuant to item B(4) or B(5) for which a personal policy could have been issued. This death benefit will be paid even if you did not apply for a personal policy.

Form G.23000-1A

LIFE BENEFITS
(On Account of Dependents)

A. Coverage

If a Dependent dies while Life Benefits are in effect for that Dependent, we will pay the amount of Life Benefits that is in effect for that Dependent on the date of that Dependent's death.

B. Payment of Benefits

The benefits will be paid to you if you survive the Dependent. The benefits will be paid to your estate if:

1. that Dependent dies at the same time your death occurs; or
2. that Dependent dies within 24 hours of your death.

In any other instance the benefits will be paid at our option to one or more of the following persons who are related to that Dependent and who survive that Dependent:

- a. parent;
- b. child;
- c. brother and sister.

If there is no surviving relative, the amount will be payable to the Dependent's estate.

Any payment will discharge our liability for the amount so paid.

C. Optional Types of Payment

Payment of any amount of Life Benefits may be made in installments instead of one sum. Details on the payment options may be obtained from the Employer.

D. Suicide

LIFE BENEFITS (On Account of Dependents) will not be paid if a Dependent commits suicide, while sane or insane, within 2 years from the effective date of this certificate. Instead we will pay an amount equal to any contributions paid, without interest, as set forth in Section B, Payment of Benefits.

If a Dependent commits suicide, while sane or insane, more than 2 years after the effective date of this certificate, but within 2 years from the effective date of any increase in the amount of LIFE BENEFITS (On Account of Dependents), such increased amount will not be paid. Instead we will pay:

- a. an amount equal to all contributions paid for the increased amount, without interest, plus
- b. an amount equal to the amount of LIFE BENEFITS (On Account of Dependents) that was in effect on the day before the effective date of such increased amount,

as set forth in Section B, Payment of Benefits.

Form G.23000-7C

**RIGHT TO OBTAIN A PERSONAL POLICY
OF LIFE INSURANCE ON THE LIFE
OF A DEPENDENT**

A. Application

We will issue a personal policy of life insurance without disability or accidental death benefits to a Dependent if that Dependent applies for it in writing during the Application Period. The Application Period is the 31 day period after the date the Life Benefits on that Dependent end because:

1. your employment ends or you are no longer in a class which remains eligible for Dependent Life Benefits; or
2. This Plan ends, but only if the Life Benefits on that Dependent had been in effect under This Plan for at least 5 years; or
3. This Plan is changed to end the Dependent Life Benefits for your class, but only if the Life Benefits on that Dependent had been in effect under This Plan for at least 5 years; or
4. you die; or
5. the Dependent no longer qualifies as a Dependent as defined in DEFINITIONS OF CERTAIN TERMS USED HEREIN.

For New Hampshire residents. If the Dependent is not given notice, in writing, of the Right To Obtain A Personal Policy of Life Insurance On The Life of A Dependent at least 15 days before the end of the Application Period, that Dependent will have additional time in which to apply. The Dependent will then have 15 days from the date the Dependent is given the notice in which to apply.

Proof that the Dependent is insurable is not required by us.

B. Conditions

The personal policy will be issued to the Dependent subject to these conditions:

1. it will be on one of the forms then usually issued by us, except term insurance; and
2. it will not take effect until after the Application Period ends; and
3. the premium for the policy will be based on:
 - a. the class of risk to which the Dependent belongs; and
 - b. the Dependent's age on the effective date of the policy; and
 - c. the form and the amount of the policy; and
4. if item A(2) or A(3) applies to the Dependent, the amount of the policy will not be more than the lesser of:
 - a. the amount of Life Benefits on that Dependent on the date the Life Benefits end, less any amount of life insurance on the life of that Dependent for which you or the Dependent may be eligible under any group policy which takes effect within 31 days after the Life Benefits on that Dependent end; and
 - b. \$10,000; and
5. if an item in paragraph A, other than item A(2) or A(3), applies to the Dependent, the amount of the policy will not be more than the amount of Life Benefits on that Dependent on the date the Life Benefits end.

C. If the Dependent Dies During the Application Period

If the Dependent dies during the Application Period, we will pay a death benefit. The payment of the death benefit will be in the same manner as if the Life Benefits on that Dependent had been in effect on the date of that Dependent's death. The amount of the death benefit will be the highest amount of life insurance, pursuant

to item B(4) or B(5) for which a personal policy could have been issued. This death benefit will be paid even if the Dependent did not apply for a personal policy.

Form G.23000-7A

**VOLUNTARY ACCIDENTAL DEATH OR DISMEMBERMENT
BENEFITS**

A. Coverage

We will pay Voluntary Accidental Death or Dismemberment Benefits for a Covered Loss shown in Section C if:

1. you are injured in an accident which occurs while you are covered for Accidental Death or Dismemberment Benefits; or
2. a Dependent is injured in an accident which occurs while Accidental Death or Dismemberment Benefits are in effect for that Dependent;

and if, in either case:

- a. that accident is the sole cause of the injury; and
- b. that injury is the sole cause of that Covered Loss; and
- c. that Covered Loss occurs not more than one year after the date of that accident.

In addition, we will pay Voluntary Accidental Death or Dismemberment Benefits for a Covered Loss shown below:

1. Exposure Benefit

We will pay an amount equal to the Full Amount, shown in section B, for the loss of life of a Covered Person if:

- a.** such loss of life results from unavoidable exposure to the elements; and
- b.** after one year, such Covered Person's body has not been found after the conveyance in which such Covered Person was traveling:
 - i.** disappeared;
 - ii.** made a forced landing;
 - iii.** sank; or
 - iv.** was wrecked.

2. Seat Belt Benefit

We will pay an amount equal to 10% of the Full Amount shown in section B for the loss of a Covered Person's life that results from injuries sustained while driving or riding in a private Passenger Car if such Covered Person's Seat Belt was properly fastened; but the amount payable will not: (a) exceed \$25,000; nor (b) be less than \$1,000.

Passenger Car means any validly registered four-wheel private Passenger Car. It does not include:

- a.** any commercially licensed car; or
- b.** a private Passenger Car which is being used for commercial purposes.

"Seat Belt" means:

- a. any child restraint device which meets the definition of the state law; or
- b. any other restraint device which:
 - i. meets published federal safety standards;
 - ii. has been installed by the car manufacturer; and
 - iii. has not been altered after such installation.

The correct position of the Seat Belt must be certified by the investigating officer. A copy of the police report must be submitted with the claim.

We will not pay a Seat Belt Benefit if the Covered Person was driving while under the influence of alcohol or drugs.

3. Hospital Benefit

If, as a result of an accident, a Covered Person is confined in a Hospital, we will pay during such confinement, after a four day waiting period a monthly amount equal to 1% of the Full Amount shown in section B, but not more than \$2,500 per month.

In no case will such benefit be payable for:

- a. the first four days of a Hospital confinement; or
- b. more than 12 months during a period of Hospital confinement.

Payments for periods less than a full month will be made on a pro-rata basis.

4. Training Benefit for a Dependent Spouse

If you die as a result of an accident while your Dependent spouse is enrolled in an accredited school for the purpose of training or refreshing skills needed for employment, we will

pay the actual cost incurred for enrolling for one year in such school, up to a maximum of \$5,000.

5. Education Benefit for Dependent Children

If you die as a result of an accident, we will pay on account of each Dependent child an annual amount equal to 2% of the Full Amount shown in section B, but not more than \$5,000 per year, if such child, on the date of the accident, was:

- a.** enrolled as a full-time student in a college, university or vocational school above the 12th grade level; or
- b.** at the 12th grade level and subsequently enrolls as a full-time student in a college, university or vocational school within 365 days following the date of the accident.

The Education Benefit for Dependent Children is payable for a maximum of four consecutive years as long as the Dependent child remains such a full-time student.

If there are no Dependent children who qualify for the Education Benefit for Dependent Children on the date of your death, we will pay an additional benefit of \$1,000 to your Beneficiary.

6. Child Care Center Benefit

If you die as a result of an accident, we will pay on account of each Dependent child who:

- a.** is 12 years of age or under on the date of the accident; and
- b.** was enrolled in a Child Care Center on the date of the accident;

an annual amount equal to the lesser of:

- a.** 3% of the Full Amount shown in section B; and

- b. the actual amount of Child Care Center Benefit costs incurred;

however, in no event will such amount be more than \$5,000 per year.

The Child Care Center Benefit is payable for a maximum of four consecutive years as long as the Dependent child remains:

- a. enrolled in a Child Care Center; and
- b. 12 years of age or under.

If there are no Dependent children who qualify for the Child Care Center Benefit on the date of your death, we will pay an additional benefit of \$1,000 to your Beneficiary.

Child Care Center means a facility which:

- a. is operated and licensed according to state law, and
- b. provided care and supervision for children in a group setting on a regular, daily basis.

Child Care Center Benefits will be paid to any person or persons who have incurred Child Care Center expenses on account of the Dependent child.

B. Maximum Benefit for All Covered Losses in Each Accident

For all Covered Losses caused by all injuries which:

- 1. you sustain in one accident; or
- 2. a Dependent sustains in one accident;

not more than the Full Amount will be paid.

Full Amount means the amount of Voluntary Accidental Death or Dismemberment Benefits.

- 1. for which you are covered on the date of your accident; or

2. that is in effect for that Dependent on the date of that Dependent's accident.

C. Table of Covered Losses and Benefit Amounts

Covered Losses (Subject to Exclusions)	Benefit Amounts
Life	Full Amount
A hand	One-half of the Full Amount
A foot	One-half of the Full Amount
Sight of an eye	One-half of the Full Amount
Any combination of a hand, a foot or sight of an eye	Full Amount
Thumb and Index finger of same hand	One-quarter of the Full Amount
Speech and hearing	Full Amount
Speech or hearing in both ears	One-half of the Full Amount
Quadriplegia	Full Amount
Paraplegia	One-half of the Full Amount
Hemiplegia	One-half of the Full Amount

Loss of sight of an eye means that the eye is entirely blind and that no sight can be restored in that eye.

Loss of a hand means that all of the hand is cut off at or above the wrist.

Loss of a foot means that all of the foot is cut off at or above the ankle.

Loss of thumb and index finger means actual severance through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech and hearing means the entire and irrecoverable loss which has lasted continuously for 12 consecutive months following the injury.

Quadriplegia means total paralysis of both upper and lower limbs.

Paraplegia means total paralysis of both lower limbs.

Hemiplegia means total paralysis of upper and lower limbs on one side of the body.

Paralysis means loss of use, without severance, of a limb. Paralysis must be determined by competent medical authority to be permanent, complete and irreversible.

D. Exclusions

We will not pay for any Covered Loss shown in Section C if it in any way results from, or is caused or contributed to by:

1. physical or mental illness, diagnosis of or treatment for the illness; or
2. an infection, unless it is caused by an external wound that can be seen and which was sustained in an accident; or
3. suicide or attempted suicide; or
4. injuring oneself on purpose; or
5. the use of any drug or medicine; or
6. a war, or a warlike action in time of peace; or
7. committing or trying to commit a felony or other serious crime or an assault; or
8. any poison or gas, voluntarily taken, administered or absorbed; or
9. service in the armed forces of any country or international authority, except the United States National Guard; or
10. operating, learning to operate, or serving as a member of a crew of an aircraft; or while in any aircraft operated by or under any military authority (other than the Military Airlift Command); or while in any aircraft being used for a test or experimental purposes; or while in any aircraft used or designed for use beyond the Earth's atmosphere; or while in any aircraft for the purpose of descent from such aircraft while in flight (except for self preservation); or

11. driving a vehicle while intoxicated as defined by the laws of the jurisdiction in which the vehicle was being operated.

E. Payment of Benefits

The Voluntary Accidental Death or Dismemberment Benefits for a Covered Loss will be paid when we receive notice and satisfactory proof of that loss.

Voluntary Accidental Death or Dismemberment Benefits will be paid:

1. to your Beneficiary for the loss of your life; and
2. to you for any other Covered Loss sustained by you; and
3. to you for the loss of life of a Dependent, if you survive the Dependent; the benefits will be paid to your estate if:
 - a. that Dependent dies at the same time your death occurs; or
 - b. that Dependent dies within 24 hours of your death;in any other instance the benefits will be paid to that Dependent's estate; and
4. to you for any other Covered Loss sustained by a Dependent, if you survive that Dependent; otherwise the benefits will be paid to that Dependent.

Training Benefit for a Dependent Spouse will be paid to your Dependent Spouse.

Education Benefit for Dependent Children will be paid to each Dependent child.

Child Care Center Benefit will be paid to any person or persons who have incurred Child Care Center Benefits on account of the Dependent child.

The Child Care Center Benefit will be payable on a quarterly basis, with the first quarter beginning on the first day of the month

following the date of your death, and with the first benefit being payable at the end of the first quarter.

F. Optional Types of Payment

Payment of any amount of Voluntary Accidental Death or Dismemberment Benefits for loss of life may be made in installments. Details on the payment options may be obtained from the Employer.

Form G.23000-4L

BENEFICIARY

A. Your Beneficiary

The "Beneficiary" is the person or persons you choose to receive any benefit payable because of your death.

You make your choice in writing on a form approved by us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with the Employer. You do not need the consent of the Beneficiary to make a change. When the Employer receives a form changing the Beneficiary, the change will take effect as of the date you signed it. The change of Beneficiary will take effect even if you are not alive when it is received.

A change of Beneficiary will not apply to any payment made by us prior to the date the form was received by the Employer.

Your choice of a Beneficiary for a personal policy issued under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE will be effective for This Plan.

B. More Than One Beneficiary

If, when you die, more than one person is your Beneficiary, they will share in the benefits equally, unless you have chosen otherwise.

C. Death of a Beneficiary

A person's rights as a Beneficiary end if:

1. that person dies before your death occurs; or
2. that person dies at the same time your death occurs; or
3. that person dies within 24 hours of your death.

The share for that person will be divided among the surviving persons you have named as Beneficiary, unless you have chosen otherwise.

D. No Beneficiary at Your Death

If there is no Beneficiary at your death for any amount of benefits payable because of your death, that amount will be paid to one or more of the following persons who are related to you and who survive you:

- | | |
|------------|------------------------|
| 1. spouse; | 3. parent; |
| 2. child; | 4. brother and sister. |

However, we may instead pay all or part of that amount to your estate.

Any payment will discharge our liability for the amount so paid.

**CLAIM PROCEDURE FOR
ACCIDENTAL DEATH OR DISMEMBERMENT BENEFITS**

A. When Notice of Claim Must be Given

Written notice of a claim must be given to us for Accidental Death or Dismemberment Benefits within 20 days after the date of the accident which caused the loss.

B. Claim Forms

When we receive written notice of a claim, we may furnish printed forms for filing proof of the claim. If we do not furnish printed forms within 15 days after you give us notice, you must furnish your own form of proof in writing.

Proof must describe the event, the nature and the extent of the cause for which a claim is made; it must be satisfactory to us.

C. When Proof of Claim Must Be Given

Written proof of a claim must be given to us not later than 90 days after the date of the loss, in the case of Accidental Death or Dismemberment Benefits.

D. Late Notice or Proof

If notice or proof is not given on time, the delay will not cause a claim to be denied or reduced as long as the notice or proof is given as soon as possible.

E. Time Limits on Starting Lawsuits

No lawsuit may be started to obtain benefits until 60 days after proof is given.

No lawsuit may be started more than 3 years after the time proof must be given.

F. Medical Examinations

While a claim is pending, we, at our expense, have the right to have you examined by Doctors of our choice when and as often as we reasonably choose.

G. Autopsy

If Accidental Death or Dismemberment Benefits are claimed, we, at our expense, have, in the case of death, the right to have an autopsy made where it is not against the law.

Form G.23000-H3

WHEN BENEFITS END

- A.** All of your benefits will end on the date your employment ends. Your employment ends when you cease Active Work as an Employee. However, for the purpose of benefits, the Employer may deem your employment to continue for certain absences. See **CONDITIONS UNDER WHICH YOUR ACTIVE WORK IS DEEMED TO CONTINUE.**
- B.** If This Plan ends in whole or in part, your benefits which are affected will end.
- C.** Your Dependent Life Benefits will end on the earliest of:

 - 1.** the date that the Dependent ceases to be your Dependent; or
 - 2.** the date of your death.
- D.** If a Covered Person does not make a payment which is required by the Employer to the cost of any benefits, those benefits will end; they will end on the last day of the period for which a payment required by the Employer was made.

The end of any type of benefits on account of a Covered Person will not affect a claim which is incurred before those benefits ended.

Form G.23000-F

**CONDITIONS UNDER WHICH YOUR ACTIVE
WORK IS DEEMED TO CONTINUE**

If you are not Actively at Work as an Employee because of a situation set forth below, the Employer may deem you to be in Active Work as an Employee only for the purpose of continuing your employment and only for the periods specified below in order that certain of your benefits under This Plan may be continued.

All such benefits will be subject to prior cessation as set forth in WHEN BENEFITS END.

In any case, the benefits will end on:

1. the date the Employer notifies us that your benefits are not to be continued; or
2. the end of the last period for which the Employer has paid premiums to us for your benefits.

Your Sickness or Injury, Your Lay Off

With respect to all Personal Benefits and all Dependent Benefits, the period determined in accordance with the Employer's general practice for an Employee in your job class. However, the period will not be longer than six months following the date the layoff begins.

Approved Leave of Absence

With respect to all Personal Benefits and all Dependent Benefits, the period determined in accordance with the Employer's general practice for an Employee in your job class. However, the period will not be longer than 90 calendar days following the date the leave of absence begins.

However, in the event the leave qualifies under the Family and Medical Leave Act of 1993 (FMLA), the period cannot be longer than 12 weeks in any 12 month period following the date the leave of absence begins.

Form G.23000-L

NOTICES

This certificate is of value to you. It should be kept in a safe place. Your Beneficiary should know where the certificate is kept.

As soon as your benefits end, you should consult your Employer to find out what rights, if any, you may have to continue your protection.

Our Home Office is located at One Madison Avenue, New York, New York 10010.

Form G.23000-E

**THIS IS THE END OF THE CERTIFICATE. THE FOLLOWING IS
ADDITIONAL INFORMATION.**

PROTECTION WHILE DISABLED

"Total and Permanent Disability" or **"Totally and Permanently Disabled"** means that, because of an injury or a sickness, you are not able to engage in any work for which you are reasonably fitted by learning or experience.

You might become Totally and Permanently Disabled by injury or sickness so that you are not able to engage in any work for which you are reasonably fitted by learning or experience. If this occurs while covered and before age sixty and the County certifies that you are Totally and Permanently Disabled by the injury or sickness, your Life Benefits (On Your Own Account) will be extended by the continuation of premium payments on your behalf by the County.

This protection will go on up to one year from the start of the disability, if you remain so disabled. Your protection may go on after that, if you give proof to the County that you are still so disabled. Your disability status will need to be recertified annually thereafter up to age 70, at which time the County will require updated addresses only.

The County has the right to have its medical representative examine you when necessary and retains the right to review the Total and Permanent Disability every twelve months.

While you are so disabled, you will be covered for the amount for which you were covered just before ceasing active work due to Total and Permanent Disability. This amount is subject to a 35% reduction to age 70 and 50% of the schedule amount when you reach age 75 as shown in the Schedule of Benefits.

Your protection will end when you (a) cease to be Totally and Permanently Disabled; or (b) fail to give required proof; or (c) fail to submit to a health exam; or (d) the Policy terminates.



Metropolitan Life Insurance Company
One Madison Avenue, New York, New York 10010-3690

VERMONT CIVIL UNION CERTIFICATE RIDER

Group Policy No.: A4413-G1

Policyholder: Clackamas County

Effective Date: August 1, 2005

Your certificate (including any riders attached to your certificate) is changed as follows:

Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage," "spouse," "husband," "wife," "dependent," "next of kin," "relative," "beneficiary," "survivor," "immediate family" and any other such terms include the relationship created by a Civil Union established according to Vermont law.

Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage," "divorce decree," "termination of marriage" and any other such terms include the inception or dissolution of a Civil Union established according to Vermont law.

Terms that mean or refer to family relationships arising from a marriage, such as "family," "immediate family," "dependent," "children," "next of kin," "relative," "beneficiary," "survivor" and any other such terms include family relationships created by a Civil Union established according to Vermont law.

"Dependent" means a spouse, a party to a Civil Union established according to Vermont law, and a child or children (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a Civil Union established according to Vermont law.

VERMONT CIVIL UNION RIDER (Continued)

"Child" means a child (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a Civil Union established according to Vermont law.

"Civil Union" means a civil union established pursuant to Act 91 of the 2000 Vermont Legislative Session, entitled "Act Relating to Civil Unions".

All references in this rider to Civil Unions are limited to Civil Unions in which the parties are residents of Vermont.

Any person who meets the definition of "dependent" under this rider for purposes of dependent insurance, is required to meet all other applicable eligibility and enrollment requirements in order to qualify for such insurance.

If dependent insurance for a spouse and/or child is not provided under your certificate, such insurance is not added by virtue of this rider.

This rider does not limit any definitions or terms included in your certificate. It broadens definitions and terms only to the extent required by Vermont law.

This rider is subject to the terms and provisions of your certificate and is to be attached to and made a part of such certificate.

VERMONT CIVIL UNION RIDER (Continued)

DISCLOSURE:

Vermont law grants parties to a Civil Union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to life and health insurance that are available to married persons under federal law may not be available to parties to a Civil Union. For example, a federal law, the Employee Retirement Income Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a Civil Union in an ERISA employee benefit plan. However, governmental employers (not federal government) are required to provide life and health benefits to the dependents of a party to a Civil Union if the public employer provides such benefits to dependents of married persons. Federal law also controls group health insurance continuation rights under "COBRA" for employers with 20 or more employees as well as the Internal Revenue Code treatment of insurance premiums. As a result, parties to a Civil Union and their families may or may not have access to certain benefits under this rider and the certificate to which it is attached that derive from federal law. You are advised to seek expert advice to determine your rights under this rider and the certificate to which it is attached.



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 74413-G

Employer: CLACKAMAS COUNTY

Effective Date: January 1, 2011

The certificate is changed as follows:

1. In the **DEFINITIONS OF CERTAIN TERMS USED HEREIN**, replace “**Dependent**” with the following:

“**Dependent**” means your lawful spouse or your natural child except for:

1. a person who is in the military or like forces of any country or of any subdivision of a country;
2. a person who is covered under This Plan as an Employee;
3. with respect to Life Benefits (On Account of Dependents):
 - a. an unborn child; or
 - b. a stillborn child;
4. a child who 26 year of age or older.

If a Dependent child is a Covered Person on the day before that child has reached the applicable age limit, that child will continue to be a Dependent after the age limit as long as:

- a. that child is and remains unable to work in self-sustaining employment because of:
 - i. physical handicap; or
 - ii. mental retardation; and
- b. that child is and remains chiefly dependent upon you for support; and
- c. that child is and remains a Dependent, as defined, except for the age limit; and
- d. that child is unmarried; and
- e. you give us proof, when we ask for it, that the child is and remains so unable to work and dependent upon you since the age limit. We will not ask for proof more than once a year. The proof must be satisfactory to us; and

- f. you make any payment which is required by the Employer.

Subject to the same conditions which apply to a natural child, child also includes:

- a. a child who resides with and is fully supported by you;
- b. a child who is legally adopted; and
- c. a stepchild who lives in your home; and
- d. a child for whom benefits must be provided by court order, that we have been notified of (as set forth in a divorce decree).

No person may be covered as a Dependent of more than one Employee.”

2. By adding the attached “NOTICE FOR RESIDENTS OF THE LOUISIANA, MINNESOTA, MONTANA, NEW MEXICO, TEXAS AND UTAH” to said certificate as a part thereof.

This rider is to be attached to and made part of the certificate.

NOTICE FOR RESIDENTS OF LOUISIANA, MINNESOTA, MONTANA, NEW MEXICO, TEXAS AND UTAH

Definition of Child

For Louisiana Residents (Accidental Death or Dismemberment Benefits):

The term also includes your grandchildren residing with you. The limiting age for children and grandchildren will not be less than 26 regardless of marital status, student status or full-time employment status. Marital status will not prevent or cease the continuation of insurance for a mentally or physically handicapped child or grandchild past the limiting age.

For Minnesota Residents (Accidental Death or Dismemberment Benefits):

The term also includes your grandchildren who are financially dependent upon you and reside with you continuously from birth. The limiting age for children and grandchildren will not be less than 26 regardless of student status or full-time employment status.

For Montana (Accidental Death or Dismemberment Benefits):

The term also includes newborn infants of any person insured under this certificate. The limiting age for children will not be less than 26 regardless of student status or full-time employment status.

For New Mexico (Accidental Death or Dismemberment Benefits):

The limiting age for children will not be less than 26 regardless of student status or full-time employment status. Your natural child, adopted child and step-child will not be denied accidental death or dismemberment insurance coverage under this certificate because:

1. that child was born out of wedlock;
2. that child is not claimed as your dependent on your federal income tax return; or
3. that child does not reside with you.

For Texas Residents (Life Benefits):

The term also includes Your grandchildren. The limiting age for children and grandchildren will not be less than 26 regardless of student status or military service status. Grandchildren must be able to be claimed by you as a dependent for Federal Income Tax purposes at the time you applied for Insurance.

For Texas Residents (Accidental Death or Dismemberment Benefits):

The term also includes your grandchildren. The limiting age for children and grandchildren will not be less than 26 regardless of student status or military service status. Grandchildren must be able to be claimed by you as a dependent for Federal Income Tax purposes at the time you applied for Insurance.

For Utah Residents (Accidental Death or Dismemberment Benefits):

The limiting age for children will not be less than 26 regardless of student status or full-time employment status. Your natural child, adopted child and step-child will not be denied accidental death or dismemberment insurance coverage solely because that child does not reside with you or solely because that child is solely dependent on your former spouse rather than on you.



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: A4413-G1
Employer: CLACKAMAS COUNTY

Effective Date: August 1, 2018

The certificate is changed as follows:

Applicable to Life and Accidental Death or Dismemberment Benefits certificate

In **VOLUNTARY ACCIDENTAL DEATH OR DISMEMBERMENT BENEFITS**, remove the following under **D. Exclusions**:

"10. operating, learning to operate, or serving as a member of a crew of an aircraft; or while in any aircraft operated by or under any military authority (other than the Military Airlift Command); or while in any aircraft being used for a test or experimental purposes; or while in any aircraft used or designed for use beyond the Earth's atmosphere; or while in any aircraft for the purpose of descent from such aircraft while in flight (except for self preservation); or"

This rider is to be attached to and made part of the certificate.

CR2000

NOTES



Metropolitan Life Insurance Company
One Madison Avenue, New York, NY 10010-3690

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