



Life and Health Insurance Company

Regence Life and Health Insurance Company
100 SW Market Street
Portland, Oregon 97201

**VOLUNTARY LIFE INSURANCE
CERTIFICATE OF COVERAGE**

POLICYHOLDER: LEWIS & CLARK COLLEGE

POLICY NUMBER: WBT 000528

This certificate is not valid unless accompanied by a Confirmation Statement from Regence Life and Health. The Confirmation Statement is a letter that verifies the benefit level you have been approved for and your effective date of coverage. Your coverage will begin on the effective date shown provided you are Actively at Work on that date (for Employees) and the required premium has been paid.

BENEFIT PROVISIONS

VOLUNTARY LIFE FOR EMPLOYEE AND SPOUSE:

Benefits will be paid according to the amount shown on your Confirmation Statement.

Life benefits will reduce to 65% at age 70, to 45% at age 75, to 30% at age 80, to 20% at age 85, to 15% at age 90 and to 10% at age 95.

ALL BENEFITS TERMINATE AT RETIREMENT OR LOSS OF ELIGIBILITY, WHICHEVER OCCURS FIRST.

Certificate: This is your certificate, which:

1. is a summary of your insurance under the group policy;
2. is not a contract of insurance;
3. is subject to the terms of the group policy; and
4. voids and replaces any prior certificates issued under the group policy number shown above.

Policy: We have issued the group policy to the policyholder. This policy is a contract of insurance:

1. between your policyholder and us; and
2. through which you are insured.

Signed for Regence Life and Health Insurance Company on the insured's effective date.

SECRETARY

PRESIDENT

CERTIFICATE FOR GROUP LIFE INSURANCE

VOLUNTARY LIFE
A LIFE INSURANCE PROGRAM FOR EMPLOYEE AND SPOUSE

We are pleased to announce a Voluntary Life Insurance Program for you and your spouse. This coverage is in addition to your basic group life insurance and is purchased through payroll deduction.

You may select coverage up to \$300,000 in increments of \$10,000. Your spouse does not need to select the same amount of coverage. Coverage may be requested at any time. To apply or increase amounts of coverage, the applicant needs to complete an enrollment application and health statement. You will be contacted if additional information is required. Coverage will become effective on the date of the next billing cycle following approval by Regence Life and Health Insurance Company. (NOTE: A health statement will not be required for new employees who enroll for coverage within 31 days of their initial eligibility date, for amounts of insurance of \$100,000 or less. This provision does not apply to spouse coverage.)

Benefits under this Voluntary Life Insurance Program will not be paid for death resulting from suicide, intentional self-inflicted injury, or an attempt to injure oneself, while sane or insane, during the first two years of coverage.

You must be enrolled in your employer's basic group life insurance plan to be eligible.

Voluntary Life Insurance premium is determined by the applicant's age as set forth below:

MONTHLY RATE PER \$10,000 OF COVERAGE
MALE RATES

<u>Age</u>	<u>Rate per \$10,000</u>	<u>Age</u>	<u>Rate per \$10,000</u>
Under 30	\$ 0.70	50 – 54	\$ 5.20
30 – 34	\$ 0.90	55 – 59	\$ 9.30
35 – 39	\$ 1.00	60 – 64	\$ 10.60
40 – 44	\$ 1.80	65 – 69	\$ 18.70
45 – 49	\$ 3.10	70 and over	See Contract

FEMALE RATES

<u>Age</u>	<u>Rate per \$10,000</u>	<u>Age</u>	<u>Rate per \$10,000</u>
Under 30	\$ 0.40	50 – 54	\$ 2.40
30 – 34	\$ 0.60	55 – 59	\$ 3.70
35 – 39	\$ 0.70	60 – 64	\$ 4.80
40 – 44	\$ 0.90	65 – 69	\$ 8.50
45 – 49	\$ 1.50	70 and over	See Contract

The Voluntary Life Benefit will reduce as follows:

<u>Age</u>	<u>Percentage of Original Face Amount</u>
Less than 70	100%
70 – 74	65%
75 – 79	45%
80 – 84	30%
85 – 89	20%
90 – 94	15%
95 and over	10%

All Benefits terminate when the insured employee is no longer eligible or retires. Conversion and waiver of premium privileges are included.

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DEFINITIONS

"Actively at work" or "active work" - you are working for your employer:

1. in the usual course of your employer's business;
2. full time at the principal place of employment; and
3. for at least the greater of:
 - a. the number of hours per week that your employer stated on his application as the normal work week; or
 - b. 20 hours per week.

"Age" - the age at your last birthday.

"Amount" - the amount of insurance.

"Beneficiary" - the person(s) to whom we will pay the proceeds.

"Certificate" - a document given to you as proof of your coverage under the policy. It is not part of the entire contract of insurance. It contains all statements required by law.

"Children" - this term includes your:

1. natural children; or
2. legally adopted children; or
3. stepchild or foster child.

Each child must depend on you for support and either:

1. live with you; or
2. be a full time student.

Each child must also be:

1. unmarried; and
2. under the age(s) shown in the policy schedule.

For newborns, "child" means a live birth which is recorded by valid birth certificate in the jurisdiction where the birth occurred.

"Class" - a grouping of insureds:

1. based on their job positions; and
2. determined by the policyholder.

"Contributory insurance" - (if required) you must pay a part of the premiums. All such payments are:

1. made directly to the policyholder; and
2. forwarded to us.

"Conversion" - you may exchange your rights under this policy for an individual policy. This only applies to: 1) term life insurance; or 2) spouse life insurance.

"Coverage" - all the terms and provisions appearing under one of the following captions of this policy: 1) Term Life Insurance; or 2) Spouse Life Insurance; or 3) other benefit riders.

"Covered" - you are insured under this policy.

"Date of death" - the date of the insured's death.

"Dependent" - your spouse and children who are not:

1. insured employees themselves under this policy; or
2. in full time military service.

A dependent can only be insured:

1. under one insured employee; and
2. **for contributory insurance** -- if the eligible employee has made a written request for dependent's insurance.

"Earnings" - wages. This term does not include:

1. overtime pay; or
2. bonuses; or
3. any other form of extra compensation.

Except for commissioned salespeople, the rate of earnings is that in effect just prior to the date the disability starts.

For commissioned salespeople, commissions will be averaged for the lesser of:

1. the 12 month period of employment just prior to the date total disability starts; or
2. the period of employment.

"Effective date" - the date this policy is put in force. It is shown on the first page of the policy.

"Eligible employee" - a person who:

1. is a member of the eligible classes shown in the policy schedule;
2. is within the age requirements shown in the policy schedule;
3. has satisfied any waiting period shown on your employer's application; and
4. is actively at work on the insured's effective date. If the employee is not actively at work on the date he would otherwise be eligible, see "Deferred effective date."

"Evidence of insurability" - evidence of good health acceptable to us.

"He," "his," and "him" - refer to both genders.

"Illness" - sickness, disease, pregnancy, or complications of pregnancy.

"In force" - this policy is in effect. Premiums are paid and all insuring conditions are met.

"Injury" - bodily injury which:

1. results directly and independently of all other causes from an accident;
2. occurs after the effective date of coverage for such injury; and
3. results in: a) disability; b) death; or c) dismemberment.

"Insured" - a person who:

1. is an eligible employee;
2. has fulfilled all conditions under this policy to become insured; and
3. has insurance in force under the policy.

"Insured's application" - includes:

1. his enrollment card; and
2. any evidence of insurability.

"Insured's effective date" - the date you become covered under this policy.

"Noncontributory insurance" - you are not required to pay any part of the premiums.

"Notice" - written notice in a form satisfactory to us for that purpose.

"Person" - is used in the singular. There may be more than one person - natural or legal.

"Physician" - a licensed physician practicing within the scope of his license.

"Proceeds" - the amount of insurance we will pay as a benefit. This amount is:

1. shown in the certificate schedule; and
2. subject to the amount that you are eligible for as shown in the policy schedule for your class.

"Proof" - a properly completed claim form, plus:

1. **for life insurance** - a) a certified copy of the death certificate; or b) death decreed by a court order;
or
2. **for disability or accidental death and dismemberment insurance** - written proof acceptable to us.

"Spouse" - your legal husband or wife.

"We", "us", and "our" - Regence Life and Health Insurance Company.

"You" and "your" - insured employee.

BENEFIT AND BENEFICIARY PROVISIONS

Benefit: We will pay the proceeds to the beneficiary:

1. when we receive proof of your: a) disability; and/or b) death;
2. if coverage insuring the type of loss has been selected:
 - a. in the policy; and
 - b. for your class;
3. if the premiums have been paid for that coverage; and
4. subject to all policy provisions.

Beneficiary: Your enrollment card lists your choice of beneficiary.

Proceeds will be paid:

1. to you -- for proceeds paid during your lifetime; or
2. to the beneficiary (as defined); or
3. to your estate -- if no beneficiaries survive you; or
4. according to the "Facility of Payment" provision for term life insurance.

Change of beneficiary: During your lifetime, you may change the beneficiary. Notice of the change must be dated and signed by you. You should give the notice to the policyholder. The change takes effect on the date it is signed. We are not liable for any action we take before we receive the notice at our home office.

NOTE: If you are divorced and your ex-spouse is named as the beneficiary, the beneficiary designation is only valid if the beneficiary designation form is signed after the date of the divorce.

INSURING PROVISIONS

Eligibility: See definition of "Eligible employee."

Evidence of insurability:

1. may be required by us if the amount of insurance exceeds our underwriting limitation; and
2. must be sent to us if:
 - a. your enrollment is made more than 31 days after you or your dependent were first eligible; or
 - b. you or your dependent have converted insurance under the policy:
 - 1) from prior employment; and
 - 2) to an individual policy which is in force. You must submit evidence before you and your dependent are eligible after the re-employment.

Evidence of insurability, if required, delays the effective date until we approve the evidence.

Evidence of insurability will be at the employee's expense for late enrollees.

Insured's effective date: Subject to the "Deferred effective date," you become insured:

1. **for noncontributory insurance** -- when you become an eligible employee; or
2. **for contributory insurance:**
 - a. **if you enroll on or prior to being an eligible employee** -- when you become an eligible employee; or
 - b. **if you enroll within 31 days after you become an eligible employee** -- when you enroll; or
 - c. **if you enroll more than 31 days after you become an eligible employee** -- when we accept evidence of insurability.

The date you enroll is deemed to be the date:

1. you completed the enrollment card to our satisfaction and signed it; and
2. you gave the card to the policyholder.

If you do not give evidence of insurability as required:

1. your eligibility ends; and
2. you will be subject to the same requirements if you become eligible at a later date.

Deferred effective date: Your effective date or an increase in coverage will be deferred:

1. if on the date you would otherwise become insured or receive the increase in coverage:
 - a. you are absent from active work; and
 - b. your absence is caused by an injury or illness; and
2. until the date you return to active work.

Termination of employee's insurance: Your coverage ends when:

1. this policy terminates; or
2. you stop paying the required premiums -- for contributory insurance; or
3. the employer does not remit premiums -- for noncontributory insurance; or
4. you cease to be in an eligible class; or
5. you cease to be an employee; or
6. you enter military service -- except temporary duty of less than 30 days.

Changes to this policy: No agent can:

1. change this policy; or
2. waive any of its terms.

Changes can be made only:

1. if your employer and we agree; and
2. by a written endorsement executed by us.

In performing any duties in connection with this policy, your employer is:

1. your agent; and
2. not our agent.

Incontestability: No statement made by you about your or your dependents' insurability will be used to contest the validity of this insurance, unless:

1. the coverage has been in force prior to the contest for less than two years during:
 - a. **for the insured's coverage** -- your lifetime; or
 - b. **for the dependents' coverage** -- your dependent's lifetime.
2. it is in the insured's application signed by you; and
3. a copy of the insured's application is or has been given to:
 - a. you; or
 - b. the beneficiary.

Except in the case of fraud, all statements made by you are deemed to be:

1. representations; and
2. not warranties.

Misstatement of age or class: We will pay based on the amount of insurance:

1. **if your age or class is misstated** -- that you are entitled to at your true age or class; or
2. **if your dependent's age is misstated** -- that your dependent is entitled to at his true age.

Physical exams and autopsy: We will have the right and opportunity to examine you:

1. by a physician of our choice;
2. at our own expense;
3. while a claim is pending or being paid; and
4. as often as we may reasonably require.

We also have the right to make an autopsy:

1. in the case of death;
2. where it is allowed by law; and
3. at our expense.

This provision also applies to dependents -- if dependent's life insurance is included.

Time of payment of claims: We will pay the proceeds for insured losses as soon as we receive proof.

Other insurance: This insurance is not in lieu of worker's compensation; it does not affect any requirement for worker's compensation coverage.

Assignment: You may assign any of your rights. We are not liable for the assignment's: 1) validity; or 2) sufficiency. We are not bound by an assignment until we receive it.

GENERAL PROVISIONS ACCIDENT AND HEALTH ONLY

Legal proceedings: A claimant may not file suit unless:

1. proofs of loss are filed within 3 years of the time required by this policy; and
2. at least 60 days have passed since the required proofs of loss were filed.

Notice of claims: Written notice of claim must be given to us:

1. within 60 days after the date of a loss covered by this policy; or
2. as soon thereafter as reasonably possible.

Claim forms: We will furnish the claimant with forms for filing proofs of loss within 15 days after we receive notice of the claim. If we do not do so, the claimant can comply with the requirements for filing proof of loss by giving us this proof:

1. within the term fixed in the "Proof of loss" provision; and
2. covering the losses: a) occurrence; b) character, and c) extent.

Proofs of loss: Written proof of loss:

1. must be furnished to us at our home office; and
2. should be furnished within 90 days after the date of loss.

Failure to furnish proof within such time will not invalidate nor reduce any claim if proof is furnished as soon as is reasonably possible; however, in no event, except in the absence of legal capacity of the claimant, may proof be given later than one year from the time proof is otherwise required.

Proof of continuing disability must be given within 90 days of the date such proof is requested.

COVERAGE 1 - Term Life Insurance

Term life benefit: We will pay the proceeds to the beneficiary:

1. if this coverage has been selected:
 - a. in the policy;
 - b. for your class; and
 - c. as shown in the policy schedule;
2. if the premiums have been paid for this coverage;
3. subject to all policy provisions; and
4. when we receive proof of your death.

Term life proceeds: The amount we will pay is that amount for which your life is insured at the date of death.

Facility of payment

The following paragraphs describe to whom we will pay the proceeds when an insured dies. Our liability for the payment ends if we make it in good faith.

Payment to beneficiaries: We will pay proceeds to the designated beneficiary or beneficiaries as listed on your enrollment application in the highest category, with the categories ranking in the following order: primary, first contingent, second contingent, etc.

If one or more beneficiaries in the same category dies before the insured, the deceased beneficiaries and their estates have no right to the proceeds except as provided in the next paragraph. Two or more surviving beneficiaries in the same category will share equally, unless otherwise specified.

In the event a child of the insured who is designated as a beneficiary dies before the insured, that child's proceeds will be divided into equal portions and made available to the child's children (the insured's grandchildren), if any.

When there is no surviving beneficiary: If there is no designated beneficiary, or if the designated beneficiary does not survive the insured, we will pay the proceeds in equal shares to the insured's surviving relatives of the highest rank of the following:

1. spouse;
2. children;
3. grandchildren;
4. parents;
5. siblings;
6. the insured's estate.

If the beneficiary is a minor or incompetent: If a beneficiary is a minor or not competent, we have the right to pay up to \$500 to the person or institution who appears to us to have assumed the beneficiary's custody and principal support. We will take this action until or unless a formal complaint is made by a legal representative of the beneficiary.

We will pay remaining benefits upon proof acceptable to us, of guardianship or conservatorship to the legal estate of the minor child or incompetent beneficiary.

Additional payment of proceeds: We may pay up to \$500 of the proceeds, according to law, to any person who appears to us to have incurred costs from the insured's last illness, death or funeral.

Optional modes of settlement: The proceeds may be paid on a monthly basis for a fixed term of years:

1. if you send us your written request;
2. if we agree; and
3. if each payment will be at least \$25.00.

The amount of the payments is figured from this table:

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

Years Payable	Monthly Payments	Years Payable	Monthly Payments
1	\$84.28	5	\$17.00
2	\$42.66	10	\$ 9.39
3	\$28.79	15	\$ 6.64
4	\$21.86	20	\$ 5.27

These payments are based on an interest rate:

1. of 2 1/2% per year, and
2. compounded yearly.

We will also pay an excess interest that we may declare from year to year.

The first payment will be paid:

1. on the date the proceeds would have been paid in one sum; or
2. on the date you request.

If all beneficiaries under this mode die, we will:

1. pay the unpaid proceeds plus the earned interest in one sum; and
2. pay this one sum to:
 - a. the beneficiary's estate; or (at our option)
 - b. to one or more of the beneficiary's surviving relatives.

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

Extension of life insurance during total disability

Definition (for this provision only)

"Totally disabled" or "total disability" - you are unable to work at any employment or occupation for which you are or become qualified by reason of education, training or experience and are not in fact engaged in any employment or occupation for wage or profit because of disability:

1. caused by injury or illness;
2. that started while your life is insured under this coverage; and
3. that has existed for a continuous term of at least 6 months.

Your life insurance will extend beyond the date it would otherwise end:

1. if you become totally disabled prior to age 60 while you are insured under this policy;
2. if the required life premiums have been paid for the first 6 months of total disability;
3. while your total disability is continuous;

4. if you give us written notice of your total disability within one year from the date the total disability began; and
5. if you give us proof of your continuous total disability:
 - a. **first proof** -- between the 6th and 12th month after the date the total disability began; and
 - b. **subsequent proof** -- during the last 3 months of each subsequent 12 month term after the first.

If notice of proof of your continuous total disability can't be given within these times:

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

When we are satisfied with the proof, life insurance will be extended:

1. without further premiums after the first 6 months is paid; and
2. while your total disability continues.

We will still pay the life proceeds even though you did not give us the first proof:

1. if you die within one year of the start of your total disability; and
2. if we are given proof of:
 - a. your continuous total disability from the day it began; and
 - b. your death.

The amount of life insurance extended will be the lesser of:

1. the amount shown in the policy schedule; or
2. the amount in force on the last day of active work.

These provisions apply if they are in effect on the last day of active work:

1. reduction provisions;
2. termination provisions; and
3. retirement provisions.

Extended life insurance will end at the earliest date you:

1. are no longer totally disabled; or
2. fail to give us the required proof of your continuous total disability; or
3. refuse to be examined as required; or
4. retire at the normal age according to each company's requirements -- unless retiree coverage is provided.

If extended life insurance ends, you become entitled to the rights under "Conversion," unless:

1. you return to work; and
2. you are insured again under the policy.

We are not liable for a death claim under this coverage unless we receive proof of your death.

CONVERSION

You may convert all or part of the insurance under this coverage without evidence of insurability to an individual life policy :

1. if insurance ends because:
 - a. of termination of your: 1) employment; or 2) membership in an eligible class; or
 - b. of your retirement; or

- c. you reach a specified age; or
- d. of a policy change affecting your class; or
- e. this policy or the employer's participation ends or is amended; and
- 2. if within 31 days after termination you:
 - a. give us a written request to convert; and
 - b. pay the first premium on the new policy.

The new policy may be on any individual plan of life insurance, except term, issued by us:

- 1. at the age and for the amount applied for; and
- 2. without disability or other supplemental benefits.

The new policy:

- 1. face amount may not exceed:
 - a. the amount of insurance in force on the conversion date; or
 - b. **for "1.e." above** -- the lesser of:
 - 1) the amount which terminated -- less the amount of any life insurance for which you are or become eligible under any group policy issued or reinstated:
 - a) by us or any company; and
 - b) within 31 days after the termination of your coverage; or
 - 2) \$10,000.00;
- 2. premium rate will be based on:
 - a. your age on its effective date;
 - b. the rates then in use by us; and
- 3. effective date will begin at the end of the 31 day conversion period after termination.

If you die during the 31 day conversion period, the amount we will pay:

- 1. will be paid under the group policy; and
- 2. will be the maximum amount which could have been converted, whether or not:
 - a. the application to convert was made; or
 - b. the first premium was paid.

Any life conversion policy must be surrendered without claim. We will refund any premium paid for it.

Conversion to an individual policy will not stop any right under extended insurance if:

- 1. all conditions of that provision are met within the time required; and
- 2. the individual policy is given to us:
 - a. for cancellation; and
 - b. without a claim under it -- except for a refund of premiums paid.

COVERAGE 2 - Spouse Life Insurance

All provisions of Coverage 1 – Term Life Insurance apply, except as specifically set forth below:

Definition (for this coverage only)

"Effective date" -- the date the spouse becomes insured under this policy.

Spouse life benefit: We will pay the proceeds to the beneficiary:

1. if this coverage has been selected:
 - a. in the policy;
 - b. for your class; and
 - c. as shown in the policy schedule;
2. if the premiums have been paid for this coverage;
3. subject to all policy provisions; and
4. when we receive proof of the dependent's death.

Proceeds: We will pay the amount that your spouse's life is insured for at the date of death.

Beneficiary: We will pay the proceeds to:

1. you -- if you are living; otherwise
2. your estate

Deferred effective date: The spouse's effective date of coverage or an increase in coverage will be deferred:

1. if on such date he is confined to home or a hospital because of: a) an injury; or b) an illness; and
2. until he is discharged from confinement.

Termination of employee's spouse insurance: A spouse's coverage ends on the earliest date:

1. the person ceases to be a dependent; or
2. you stop paying premiums -- if premiums are required; or
3. your coverage ceases under this policy; or
4. all dependent coverage ceases under this policy; or
5. the dependent becomes an insured employee; or
6. the day you are eligible for extended insurance; or
7. the day a final decree of divorce is rendered.

Extension of life insurance during total disability and Conversion privileges apply to Spouse Voluntary Life Insurance. Refer to the description of these provisions under the "Term Life Insurance" section of this Policy.

**Receipt of Accelerated Benefits may adversely affect eligibility
for Medicaid or other government benefits or entitlements.**

**Receipt of Accelerated Benefits may be taxable.
Assistance should be sought from a personal tax advisor.**

ACCELERATED BENEFIT FOR TERMINAL ILLNESS RIDER

The following Accelerated Benefit for Terminal Illness will apply to the Life Insurance Benefits of this Policy only. This benefit may be elected for Voluntary Life Insurance independently from any basic life insurance provided by the employer.

DEFINITIONS

For the purposes of this Rider, the following definitions will apply:

"Accelerated Benefit" means the amount of life insurance that will be paid in advance of a Covered Person's death if the Covered Person is Terminally Ill. The amount of the Accelerated Benefit will be determined as shown in the Benefit Amount and Benefit Cost section below.

"Covered Person" means the employee or spouse insured under this Accelerated Benefit Rider.

"Physician" means a medical or osteopathic physician, other than the Covered Person's spouse, parent, child, brother or sister, and other than a hospital resident or intern, who is licensed to practice medicine in the United States or Canada.

"Terminally Ill" or "Terminal Illness" means that while insured under this Rider the Covered Person is diagnosed as having a medical condition that causes the Covered Person's life expectancy to be 12 months or less. The Covered Person must at his or her expense provide proof satisfactory to Regence Life and Health Insurance Company (herein called RLH) of such limited life expectancy. Such proof includes, but is not limited to, clinical, radiological and laboratory evidence.

RLH may require at its expense an examination by a physician of its choice.

BENEFIT AMOUNT AND BENEFIT COST

If the Covered Person is Terminally Ill and voluntarily requests payment of an Accelerated Benefit, RLH will pay such benefit to the Covered Person. The Accelerated Benefit amount will be as chosen by the Covered Person, except that the benefit may not exceed the lesser of:

1. 75% of the life insurance in force on the Covered Employee's life under this Policy; or
2. \$500,000.

There is no cost for this Rider unless the Accelerated Benefit is exercised. If the Accelerated Benefit is exercised, the cost of the Rider will be the interest, in advance, of the Accelerated Benefit for twelve months. In no event will the interest rate be higher than the greater of:

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

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

Let A = amount of Accelerated Benefit the Covered Employee requested
 i = annual interest rate charged
 I = amount of interest charged

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

An administrative fee of \$200 will also be charged.

The cost of the Rider as defined above and the administrative fee will be deducted from the Accelerated Benefit proceeds.

The Accelerated Benefit will be paid in one lump sum. Only one Accelerated Benefit may be paid per Covered Person.

CONDITIONS

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

1. The Terminal Illness diagnosis must be made:
 - a. after the Covered Person's effective date for coverage under this Rider; and
 - b. while this Rider is in effect as to the Covered Person.
2. The written consent of any assignee or irrevocable beneficiary must be given to RLH.
3. The Covered Person must send the Group Life Certificate to RLH.
4. The Accelerated Benefit is available on a voluntary basis only, therefore:
 - a. if a Covered Person is required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise; or
 - b. if a Covered Person is required by a government agency to use this option in order to apply for, obtain or keep a government benefit or entitlement,the Covered Person is not eligible for this benefit.
5. In the event the Covered Person dies after a request is made, but before the Accelerated Benefit is paid:
 - a. the Accelerated Benefit is not payable; and
 - b. the life insurance proceeds of the Group Policy will be paid to the beneficiary as if no request had been made.

MEDICAL REFEREE

If the Covered Person and RLH do not agree on the diagnosis of Terminal Illness, either may request, in writing, the opinion of a medical referee. The procedure will be as follows:

1. Each party will select an independent physician.
2. Both physicians will:
 - a. examine the Covered Person and all medical records; and
 - b. submit an opinion.
3. If the two physicians do not agree, they will choose a third disinterested physician acceptable to both.
4. The third physician will:
 - a. examine the Covered Person and the medical records; and
 - b. serve as a medical referee.
5. If the opinion of the medical referee is in favor of the Covered Person, RLH will:
 - a. accept the decision as binding; and
 - b. pay the expenses of the physicians involved.
6. If the opinion is in favor of RLH:
 - a. RLH will pay the expenses of its physician and the third referee; and
 - b. the Covered Person will pay the expenses of his or her physician.
7. A decision by the referee in favor of RLH is not binding on the Covered Person, who may appeal further as provided by law.

EFFECT ON LIFE AMOUNT

RLH will send the Covered Person a statement showing what effect payment of the Accelerated Benefit will have on the Covered Person's life insurance amount.

Upon the death of the Covered Person, the beneficiary will receive the amount of life insurance provided under this Policy, less:

1. the cost of the Rider (as defined in the Benefit Amount and Benefit Cost section of this Rider);
2. the administrative fee; and
3. the Accelerated Benefit paid to the Covered Person.

WAIVER OF PREMIUM

At the time the Accelerated Benefit is paid, RLH will waive the life insurance premium for the amount of life insurance which remains in force.

INCONTESTABILITY

This Rider will be incontestable after it has been in force during the Covered Person's lifetime for two years from its effective date.

POLICY PROVISIONS

This Rider is subject to the terms and conditions of the Group Policy which are not in conflict with the terms of this Rider.

TERMINATION

This Rider will terminate as to all Covered Persons on the earlier of:

1. termination of the Group Policy; or
2. cancellation of this Rider by the employer.

This Rider will terminate as to any Covered Person on the earlier of:

1. lapse or termination of the Covered Person's coverage under the Group Policy; or
2. the Covered Person's death.

This Rider does not change, waive or extend any part of the Group Policy other than as specifically set forth in this Rider.

REGENCE LIFE AND HEALTH INSURANCE COMPANY

President

A handwritten signature in black ink, appearing to read "John Smith", is written over the printed name of the President.

PORTABILITY ENDORSEMENT

This Endorsement is attached to and made a part of the Policy or Certificate.

NOTE: This endorsement applies only to the Voluntary Life Insurance under this Policy. When an Insured elects Portability, the terms and conditions of the Policy will continue to apply, except as specifically stated in this endorsement.

An employee and/or spouse may elect to continue Voluntary Life Insurance under the group Policy if coverage ends because:

1. the employee terminates employment with the Policyholder or an employer insured under the Policyholder; or
2. the employee ceases to be in an eligible class; or
3. for Spouse coverage:
 - a) the employee becomes eligible for Extension of Life Insurance During Total Disability (Waiver of Premium); or
 - b) the employee retires; or
 - c) the spouse is widowed, divorced or legally separated from the employee.

ELIGIBILITY

To qualify for Portability, an employee and/or spouse must:

1. be insured for Voluntary Life Insurance under the Policy immediately before electing Portability; and
2. be under age 70; and
3. be terminating employment for reasons *other than* total disability or retirement;* and
4. submit a written request for Portability coverage with payment of the first premium within 31 days of the date coverage ends under the group Policy.

* Portability is not available to an employee who is approved for Waiver of Premium under the Policy. Portability is not available to any employee and/or spouse who is opting for coverage under a Conversion Policy. Retired employees are not eligible for Portability; however, a retired employee may purchase a Conversion Policy.

BENEFIT

The maximum amount of insurance that may be continued is the amount of Voluntary Life Insurance in force on the day coverage would otherwise have ended under the Policy. An employee or spouse may choose to continue a lesser amount of insurance in multiples of \$10,000.

LIMITATIONS

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

PREMIUM

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

TERMINATION OF PORTABILITY COVERAGE

Portability coverage will terminate on the earliest of the following dates:

1. the date the group Policy terminates;
2. the date the employee's coverage becomes effective under the same group Policy after returning to work for the Policyholder or an employer insured under the Policyholder;
3. the day after the last period for which premiums were paid; or
4. the premium due date next following the Insured's 70th birthday; or

An Employee and/or Spouse who ceases to qualify for Portability Insurance may purchase a Conversion Policy as stated in the group Policy.

REGENCE LIFE AND HEALTH INSURANCE COMPANY

A handwritten signature in black ink, appearing to read "John Smith", is written over the printed name "John Smith".

President

Regence

Life and Health Insurance Company

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

This Endorsement is effective April 1, 2008.

STATE CERTIFIED DOMESTIC PARTNER ENDORSEMENT

The Policy or Certificate to which this endorsement is attached is amended as follows:

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

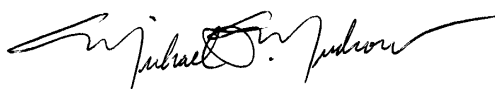
Eligibility for Children of State Certified Domestic Partners. If your Policy provides coverage for Dependents, the children of state certified domestic partners shall be eligible for coverage under the same terms and conditions as children of a Spouse.

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

REGENGE LIFE AND HEALTH INSURANCE COMPANY

Secretary



President

