



Trustee of Alaska Pipe Trades U.A.  
Local 375 Health & Security Trust

01 014447 00

## Employee Benefits

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## Insurance Certificate

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CLASS 1



Symetra Life Insurance Company  
777 108th Avenue NE, Suite 1200  
Bellevue, Washington 98004-5135

Symetra Life Insurance Company is known as Symetra in this certificate.

"You" and "your" refer to the insured employee in this certificate.

This certificate summarizes the major parts of the policy under which you are insured. Your insurance is subject to all the terms of the policy. This certificate replaces all others previously issued.

Signed for Symetra at its Home Office as of the policy effective date.

A handwritten signature in black ink that appears to read "George Pagos".

George Pagos, Secretary

A handwritten signature in black ink that appears to read "Thomas M. Marra".

Thomas M. Marra, President

**READ THIS CERTIFICATE CAREFULLY**

## CERTIFICATE SPECIFICATIONS

Policyholder	Trustee of Alaska Pipe Trades U.A. Local 375 Health & Security Trust
Policy Number	01 014447 00
Policy Effective Date	January 1, 2003

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Effective 01-01-2003

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Eligible Classes of Employees

All regular members of Alaska Pipe Trades U.A. Local 375 maintaining a minimum of 135 hours in the hour bank\*. All active owners and non-bargaining unit employees of Alaska Pipe Trades U.A. Local 375 working a minimum of 135 hours each month who participate in the Special Agreement arrangement. The employees are classified as follows:

Class	Designation
1	All Eligible Members, Owners and Non-Bargaining Unit Employees

Service Waiting Period

For all eligible members of Alaska Pipe Trades U.A. Local 375: The first of the month following one month after completion of a minimum of 540 hours of continuous employment, which have been credited to the members' hour bank\*.

For all eligible owners and non-bargaining unit employees of Alaska Pipe Trades U.A. Local 375 who participate in the Special Agreement arrangement: The first of the month following the month in which the Special Agreement was approved by the Union Representative and the Board of Trustees and for which contributions are received by the Trust Office.

Employee Life Insurance Non-Contributory

Class	Benefit Amount
1	\$5,000

The benefit is reduced to the following:

At age:	Percentage of benefit amount shown:
70	60%
75	40%
80	30%

Waiver of Premium Continued Protection applies to this coverage.

SCHEDULE OF INSURANCE  
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Employee Accidental Death & Dismemberment Insurance Non-Contributory

Class	Benefit Amount
1	\$5,000

The benefit is reduced to the following:

At age:	Percentage of benefit amount shown:
70	60%
75	40%
80	30%

\* "Hour bank" means an account established in the name of member, owner or non-bargaining unit employee to which is credited all of their paid work hours. The maximum number of hours that may be accumulated in the hour bank for any one member, owner or non-bargaining unit employee is 675 after 135 hours are deducted from the current month's eligibility.

The "Actively At Work" provision is waived for all eligible members, owners and non-bargaining unit employees.

LGC 8505, Replacement of Prior Group Policy, is amended in part as follows:

Symetra will extend replacement coverage to you or your dependents, if specified above, based on the prior insurer's plan of benefits. Symetra will reduce benefits by the amount for which the prior insurer is liable. These benefits will cease on the earliest of the following:

- (a) the date you or your dependents become insured under this policy; or
- (b) the date your dependents' status as dependents ends.

Where appropriate to the context of this certificate, the "policyholder" will refer to the Trustee of the Alaska Pipe Trades U.A. Local 375 Health & Security Trust.

Where appropriate to the context of this certificate, the "employee" will refer to members whose employer participates in the Alaska Pipe Trades U.A. Local 375 Health & Security Trust.

**REPLACEMENT OF PRIOR  
GROUP POLICY**

**Applies As Shown  
In the Schedule**

This provision applies to you if you or your dependents:

- (a) were validly insured under the prior group policy on the date that policy ended; and
- (b) are a member of an eligible class in the Symetra policy; and
- (c) are not insured under this policy because:
  - (1) you are not actively at work because of sickness or injury; or
  - (2) your dependent is confined because of sickness or injury.

Symetra will extend replacement coverage to you or your dependent, if specified above, based on the prior insurer's plan of benefits. Symetra will reduce benefits by the amount for which the prior insurer is liable. These benefits will cease on the earliest of the following:

- (a) the date you or your dependents become insured under the Symetra policy;
- (b) the date your employment ends; or
- (c) the date your dependent's status as a dependent ends.

## EMPLOYEE PROVISIONS

Applies to Non-Contributory Coverages  
As Shown in the Schedule

### Eligible Classes of Employees

You are eligible only if you are an employee of a class shown in the Schedule.

### Date You Become Eligible for Employee Insurance

You become eligible for employee insurance upon completion of the service waiting period. The service waiting period is shown in the Schedule.

### Proof of Good Health

You must submit proof of good health to Symetra at your expense if:

- (a) you were previously insured and you re-apply for insurance which:
  - (1) ended at your request; or
  - (2) ended and was converted; or
- (b) it is specified in the Schedule.

If you:

- (a) must submit proof of good health to become insured; and
- (b) terminate employment;

you must still submit proof if re-employed.

### Date Employee Insurance Becomes Effective

Your insurance will become effective on the latest of the following dates if you are actively at work on that date:

- (a) the date you become eligible;
- (b) the date you re-apply for insurance which ended; or
- (c) the date Symetra approves your proof of good health, if required.

If you are not actively at work on the latest date specified above, insurance will become effective on the date you return to active work.

### Date a Change in Employee Insurance Becomes Effective

Increases in the amount of your insurance are effective on the latest of the following dates if you are actively at work on that date:

- (a) the date of change; or
- (b) the date Symetra approves your proof of good health, if required.

If you are not actively at work on the latest date specified above, the increase will become effective on the date you return to active work.

Decreases in the amount of your insurance are effective on the date of change.

### Date Employee Insurance Ends

Your insurance will automatically end on the earliest of the following dates:

- (a) the date the coverage or policy ends;
- (b) the last date of the month during which you become ineligible; or
- (c) the date you begin active duty in the armed forces.

### Termination of Employment

Employment is deemed to end on the date you cease active work.

### Continuance During Absence from Full-Time Work

In the following circumstances, employment will be deemed to continue as shown or until the policyholder, acting under rules that preclude individual selection, terminates your employment:

<u>Cause of Absence</u>	<u>Period in which Employment is Deemed to Continue</u>	<u>Coverage</u>
Sickness or Injury	Indefinite	All Coverages
Labor Dispute	6 Months	All Employee Life Insurance Coverages and Dependent Life Insurance
Temporary Lay-Off	2 Months	All Employee Life Insurance Coverages and Dependent Life Insurance
Other Leave	2 Months	All Employee Life Insurance Coverages and Dependent Life Insurance

Upon written request from the policyholder, Symetra may agree in writing to continue your insurance for an additional number of months during lay-off or leave of absence.

## EMPLOYEE LIFE INSURANCE

### Benefit

Symetra will pay the amount shown in the Schedule if it receives proof that you died while insured.

### Conversion Privilege

#### Availability

1. If all or part of your insurance ends solely because:
  - (a) your employment ends while this policy remains in force; or
  - (b) your status changes;then you may convert. The largest amount that you can convert is the amount which ended.
  
2. If your insurance ends because:
  - (a) the policy ends;
  - (b) all Employee Life Insurance for a Policyholder's associated company ends;
  - (c) all Employee Life Insurance under this policy ends; or
  - (d) the Employee Life Insurance for an entire class ends;and if you have been continuously insured under the policy for at least 5 years on the date insurance ends, you may convert. The largest amount you can convert is the smaller of:
  - (a) the amount which ended less any amount of employee group life insurance for which you become eligible within 31 days after this insurance ends; or
  - (b) \$2,000.

#### Conditions

1. No proof of good health is required.
  
2. Written application must be made to Symetra. It must be delivered or mailed to Symetra with the first premium within 31 days after insurance ended.
  
3. Symetra will issue any of its current conversion policies. A conversion policy is any individual life insurance policy except term insurance.
  
4. The effective date will be 31 days after this insurance ends.
  
5. Symetra will base the premium on:
  - (a) its current rates;
  - (b) your attained age;
  - (c) your class of risk; and
  - (d) the type and amount of insurance.

6. You may back-date the conversion policy. The youngest age that you may choose is your age on your first effective date under this policy. The conversion policy effective date will be the month and day 31 days after this insurance ends and the year for the age chosen.

The initial premium for the back-dated policy will be:

- (a) the first premium for the conversion policy based on:
  - (1) Symetra's current rates;
  - (2) your chosen age;
  - (3) your class of risk; and
  - (4) the type and amount of insurance; and
- (b) the terminal reserve for the chosen age.

#### Benefit for Death During the Conversion Period

If you die while eligible for conversion, Symetra will pay a death benefit. This benefit is the largest amount that could have been converted. This benefit is payable whether or not you applied for the conversion policy.

#### Payment of Benefits

The Beneficiary and Settlement Provisions apply to this coverage.

**WAIVER OF PREMIUM PROVISION  
CONTINUED PROTECTION**

Applies as Shown in the Schedule

**Waiver of Premium Benefit**

**Benefit**

Symetra will waive life insurance premiums for you if you become disabled. Symetra must receive proof that you:

- (a) became disabled:
  - (1) prior to your sixtieth birthday; and
  - (2) while insured for life insurance under this policy;
- (b) have been continuously disabled for 9 months; and
- (c) were continuously insured:
  - (1) for at least 12 months under the policy prior to becoming disabled; or
  - (2) under the policy from the policy effective date.

**Notice of Disability**

If you become disabled, written notice must be given to Symetra. Notice must be received by Symetra within 3 months after you have been continuously disabled for 9 months.

**Proof that Disability Continues**

Symetra must receive annual written medical proof that you remain disabled. Symetra may, at its own cost, require physical examinations of you as often as reasonably necessary while a claim is pending.

**Cancellation of Individual Conversion Policy**

If you have converted, there is no waiver of premium benefit unless:

- (a) the conversion policy is surrendered; and
- (b) no claim is made under the conversion policy.

Conversion policy premiums will be refunded at surrender.

**Termination of Waiver of Premium**

Waiver of premium will end on the date you:

- (a) are no longer disabled;
- (b) fail to submit proof that disability continues;
- (c) refuse to be examined when required by Symetra; or
- (d) attain age 65.

## Death Benefit

### Death Prior to Submission of Proof of Disability

Symetra will pay the death benefit if it receives proof that you:

- (a) became disabled:
  - (1) prior to your sixtieth birthday; and
  - (2) while insured for life insurance under this policy;
- (b) were continuously disabled until death;
- (c) died within 12 months after you became disabled; and
- (d) were continuously insured:
  - (1) for at least 12 months under the policy prior to becoming disabled; or
  - (2) under the policy from the policy effective date.

### Death While Premiums are Being Waived

If you die while premiums are being waived, Symetra will pay the death benefit.

### Amount of Death Benefit

The amount of the death benefit is the smaller of the amount you were insured for under the Schedule in effect on:

- (a) the date you became disabled; or
- (b) the date of death, taking into account any reductions due to: age; retirement; or plan change.

### Payment of Death Benefit

The Beneficiary and Settlement Provisions apply to this coverage.

## Coverage if You are No Longer Disabled

### Coverage Continued Under This Policy

Once you are no longer disabled, life insurance will only be continued in force if:

- (a) you return to active work in an eligible class; and
- (b) premium payments are resumed on the date you cease to be disabled.

The amount that will be continued is the amount shown in the current Schedule.

### Conversion

You may convert under the life coverage Conversion Privilege if:

- (a) waiver of premium ends; and
- (b) insurance does not continue in force.

## Effect of Policy or Coverage Termination

Insurance continued under this provision because you are disabled will not end solely because:

- (a) the policy ends; or
- (b) the coverage to which this provision applies ends.

### Definition

"Disabled" and "disability" refer to any disability which:

- (a) results from sickness or injury;
- (b) occurs while you are insured;
- (c) totally and continuously prevents you from working in any occupation for wage or profit; and
- (d) is expected to last for the rest of your life.

EMPLOYEE  
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Benefit

Symetra will pay if you suffer any of the following losses due to injury and meet all of the stated Conditions.

The benefit amount is expressed as a percentage of the amount shown in the Schedule.

<u>Loss</u>	<u>Benefit Amount</u>	<u>Definition</u>
Loss of life	100%	
One hand or one foot by dismemberment	50%	"Loss of hand or foot" means total and irrecoverable loss by actual severance of the hand or foot at or above the wrist joint or ankle joint.
Sight in one eye	50%	"Loss of sight" means a total and irrecoverable loss which cannot be medically or surgically treated by artificial means.
Thumb and index finger of same hand	25%	"Loss of thumb and index finger" means actual severance of each joint at or above the metacarpophalangeal joints.

If you suffer more than one of the above scheduled losses, the benefit amount percentages are accumulated to a maximum of 100% for any one accident.

Conditions

1. Symetra will pay only if:
  - (a) the injury occurred while you were insured under this coverage;
  - (b) the loss occurred within 180 days after the injury; and
  - (c) the loss was directly and solely due to external, violent and accidental means.
2. Symetra will only pay the loss of thumb and index finger benefit if the loss of hand benefit is not also payable for an injury to the same hand which is the result of the same accident.

Additional Benefits

Seat Belt Benefit

Symetra will pay an additional benefit if it receives proof that you died as a result of an automobile accident and meet all of the Conditions stated below. The additional benefit amount is 100% of the Accidental Death and Dismemberment amount listed in the Schedule for loss of life, to a maximum of \$50,000.

**Conditions:**

1. Such accidental death must occur while:
  - (a) a passenger in, or the licensed operator of a registered automobile;
  - (b) wearing a seat belt, as verified in the police accident report; and
  - (c) driving on a public road, private driveway or parking lot.
2. The Accidental Death and Dismemberment death benefit must be payable.

**Exclusions:**

This benefit does not cover accidental loss if you were operating the automobile while legally intoxicated as defined by the laws of the state in which the accident occurred, or under the influence of any excitant, hallucinogen, narcotic, other drug or similar substance, unless administered under the advice of a physician.

**Definitions:**

"Automobile" means a motor vehicle licensed for use on public highways.

"Seat Belt" means a lap restraint or lap and shoulder restraint installed by the manufacturer of the automobile.

**Limitations**

The total benefit amount Symetra will pay for all losses due to any one accident will not exceed the sum of:

- (a) the maximum amount you are eligible for as shown in the Schedule; and
- (b) the maximum amount of any Additional Benefits.

**Exclusions**

Symetra will not pay for any loss caused wholly or partly, directly or indirectly, by:

- (a) sickness, bodily or mental infirmity, or diagnosis or treatment thereof;
- (b) ptomaines or any infection, other than a pyogenic infection occurring through, and at the time of, an accidental cut or wound;
- (c) suicide or attempted suicide, while sane or insane;
- (d) intentionally self-inflicted injury, while sane or insane;
- (e) declared or undeclared war or act of war;
- (f) inciting or taking part in any form of public violence; or
- (g) committing or attempting to commit an assault or felony.

**Payment of Benefits**

Symetra will pay to you if living, otherwise to your beneficiary. The Beneficiary and Settlement Provisions apply to this coverage. The Claim Provisions apply to this coverage.

## DEFINITIONS

1. "Actively at work" means you:
  - (a) normally do not work at home;
  - (b) report for work on the date in question at your usual place of work; and
  - (c) upon reporting, can perform all usual and customary duties on a regular basis.

If you:

- (a) do not report; or
- (b) normally work at home;

you are actively at work if, on the date in question, you are neither:

- (a) hospital confined; nor
- (b) disabled and unable to:
  - (1) report to a place of work outside of your home; and
  - (2) perform all usual and customary duties on a regular basis.

2. "Confined" means that a dependent is:
  - (a) confined because of injury or sickness in a hospital, at home, or elsewhere; and
  - (b) unable to carry on any substantial part of the dependent's normal activities.
3. "Contributory" means that you share in the cost of the insurance.
4. "Coverage" means each type of insurance available under this policy.
5. "Dependent" includes only your:
  - (a) spouse, if not legally separated; and
  - (b) unmarried child, including a legally adopted child, a step-child, or a foster child, who is at least 14 days old but:
    - (1) who is less than age 19;
    - (2) who is less than age 21 and:
      - (i) who has the same home address as you do;
      - (ii) who is not employed on a full-time basis; and
      - (iii) who is attending a college as a full-time student; or
    - (3) who is over the age limit but incapacitated and for whom Symetra has received proof of incapacity:
      - (i) within 31 days after reaching the age limit; and
      - (ii) annually thereafter.

An incapacitated child is one:

- (a) who is dependent on you for support and maintenance; and
- (b) who is, and continues to be, incapable of self-support due to:
  - (1) mental retardation; or
  - (2) physical handicap.

A dependent does not include any person:

- (a) who is eligible for insurance as an employee;
- (b) who was insured under this policy as an employee and is eligible for continued benefits;
- (c) who is residing outside the United States; or
- (d) who is on active duty in the armed forces.

6. "Earnings" are based on your earnings from the policyholder. They do not include bonus or overtime pay. They are based on a normal work week of no more than forty hours.
7. "Employee" means a person who is employed and paid by the policyholder.
8. "Injury" means accidental bodily injury which is a sudden and unforeseen event, definite as to time and place. A condition is a sickness if:
  - (a) you are totally disabled; and
  - (b) the disability begins more than 60 days after an accident.
9. "Non-Contributory" means that the policyholder pays the entire cost of the insurance.
10. "Proof of good health" means evidence satisfactory to Symetra that the person meets Symetra's requirements for good health.
11. "Schedule" means the Schedule of Insurance.
12. "Service waiting period" means a period of continuous, active employment.
13. "Sickness" means sickness, disease, or pregnancy; or any condition which results in total disability beginning more than 60 days after an accident.
14. "Written notice" means notice in writing on a Symetra approved form.

## CLAIM PROVISIONS

Applies to all coverages which refer to  
these provisions

### Notice of Claim

If you suffer a covered loss, notice of claim must be given to Symetra. Notice must be received by Symetra within 20 days after loss begins or occurs, or as soon as reasonably possible. The notice must identify you. The notice must be given either to Symetra at its Home Office or to its authorized agent.

### Claim Forms

When Symetra receives notice of claim it will send the appropriate claim forms to you. If Symetra fails to furnish the claim forms you may still provide proof of loss. To do so, you must provide written proof covering the occurrence, character, and extent of loss.

### Proof of Loss

Symetra must receive written medical proof of loss within these time limits:

- (a) for all disability income coverages, 90 days after the end of Symetra's period of liability; and
- (b) for all other coverages, 90 days after the date of loss.

Symetra will accept proof of loss after the time periods specified above only if you show that:

- (a) it was not reasonably possible to furnish proof within the required time; and
- (b) proof was furnished as soon as reasonably possible.

Except in the absence of legal capacity, Symetra will not accept proof of loss more than one year from the time proof is otherwise required.

### Physical Examination and Autopsy

Symetra may, at its own cost, require physical examinations of you as often as reasonably necessary while a claim is pending. In case of death, Symetra may, at its own cost, require an autopsy where legal.

### Time of Payment of Claims

Symetra will pay benefits upon receipt of due proof. For all disability income benefits, Symetra will make regular payments at least as often as monthly. Symetra will pay any remaining balance at the end of its period of liability.

## BENEFICIARY AND SETTLEMENT PROVISIONS

Applies to all coverages which refer to  
these provisions

### Beneficiary Provisions

#### Beneficiary

Symetra will make payment to the most recently named beneficiary. The beneficiary is the person you named in writing on a Symetra approved form. If there is more than one beneficiary named, they will share equally unless otherwise specified in writing.

#### Change in Beneficiary

You may change the beneficiary by filing written notice with Symetra. Written notice to the policyholder is notice to Symetra. Naming a new beneficiary in a conversion application will change the beneficiary under this policy. Once filed, the change is effective on the date signed, unless Symetra has already acted on the prior designation.

#### Preferential Beneficiary

If, on the date you die, there is:

- (a) no named beneficiary; or
- (b) no living named beneficiary;

for any part of the insurance, Symetra may, at its option, pay that part to:

- (a) your estate; or
- (b) your following surviving relatives: spouse, children, parents, or siblings.

Symetra's liability is discharged to the extent of payment.

#### Minor as Beneficiary

If the beneficiary is:

- (a) a minor; or
- (b) otherwise incapable of giving a valid release;

Symetra may, at its option, and until claim is made by the duly appointed guardian, pay the benefit to any person or institution appearing to have assumed the custody and support of the beneficiary. The benefit will be paid monthly at a rate not to exceed \$50 per month. Symetra's liability is discharged to the extent of payment.

### Settlement Provision

Death benefits may be paid under a settlement option. Any option offered by Symetra may be chosen. You may choose the option and change it at any time. If no option is in force at the time of death, the beneficiary may choose one. Benefits will not be paid under an option to: an executor, an administrator, a trustee, a corporation, a partnership, or an association. The interest rate will be Symetra's current option rate for the year of death. The minimum rate is 3% per year.

## GENERAL PROVISIONS

### Statements Not Warranties

All statements made by the policyholder or by you are, in the absence of fraud, deemed representations and not warranties. These statements will not be used to reduce or deny benefits unless:

- (a) the statements are in a written application signed by the policyholder or you; and
- (b) a copy of the application has been given to the policyholder, you, or the beneficiary.

### Legal Action

Legal action for recovery on a claim cannot be brought until at least 60 days after written proof of loss has been received by Symetra. Legal action cannot be brought following three years after the time written proof of loss must be furnished.

### Incontestability

Symetra will not contest the policy, except for non-payment of premium, after the policy has been in force for two years.

Symetra can only contest your coverage under this policy if:

- (a) the contest is based on your statement of insurability;
- (b) the statement is in writing and signed by you; and
- (c) your coverage has been in force for less than two years during your lifetime.

### Conformity with Law

Any policy provision which, on the policy effective date, is in conflict with the law of the place of issue is amended to comply.

### Misstatement of Age

If your age or the age of your dependent has been misstated, premiums will be adjusted. If the amount of insurance depends on age, it will be adjusted.

### Clerical Error

If clerical error occurs in maintaining the insurance records, premiums will be adjusted. Clerical error will not:

- (a) continue insurance that should be terminated; nor
- (b) terminate insurance that should be continued.

### Assignment

Your life insurance may be absolutely assigned by giving Symetra written notice. An assignment will not be binding on Symetra until a copy of the assignment is filed at its Home Office. Symetra assumes no responsibility for the validity or effect of any assignment.

Once the insurance has been assigned, benefits are payable to the beneficiary named by the assignee. If there is no living named beneficiary, Symetra will pay the assignee, if living, otherwise the assignee's estate. The Beneficiary Provisions will not apply.

Workers' Compensation

This certificate does not provide the benefits required by Workers' Compensation or any similar law.

Dual Coverage Precluded

No person can be insured under this policy as:

- (a) an employee of more than one employer; or
- (b) both an employee and a dependent; or
- (c) a dependent of more than one employee.