

ELCA SURVIVOR BENEFITS PLAN Traditional Benefits Program

Summary Plan Description Effective January 1, 2022



Contents

Introduction	3
Survivor Benefits Plan Overview	
Basic Group Life Insurance	5
Supplemental Life Insurance	
Dependent Life Insurance for Spouse or ESGP	
Dependent Life Insurance for Children	
Lump-Sum Survivor Benefit for Retired Members	
Accidental Death & Dismemberment Coverage	
Accelerated Death Benefit	
Terminating Coverage	
Continuing Coverage while Disabled	
Continuing Coverage When Coverage Endo	
Continuing Coverage When Coverage EndsBeneficiary Designation	
Life Insurance Beneficiary	
Lump-Sum Survivor Beneficiary	
Benefits Claim Appeal Process	
Appeal to the President	
Appeal to the Appeals Committee of the Board of Trustees	
Court System	
Miscellaneous Provisions and Disclosures	
Plan Documents	
Prior Plan Benefits Commitment	
Amendments to the Plan	
Termination of the Plan	
Self-Insured Plan	
Obligations of Sponsored Members	
Administration by Portico Benefit Services	
Life Insurance Disclaimer	
Limitation of Liability	
Not a Party to Contract Between an Employer and an Employee	
Rules of Construction and Applicable Law	
Appendix: Eligible Employers, Eligible Employees, and Sponsorship Criteria	
GlossaryGlossary	
Contact Information	

Introduction

About the ELCA Survivor Benefits Plan

The legal name of the ELCA Survivor Benefits Plan is the Evangelical Lutheran Church in America Survivor Benefits Plan. It is referred to in this document as the "ELCA Survivor Benefits Plan," "Survivor Benefits Plan," or "Plan."

About the Summary Plan Description

This Summary Plan Description includes the eligibility requirements, coverage details, and benefit conditions under the Survivor Benefits Plan. The ELCA Survivor Benefits Plan document is the official legal document of the Plan and an individual's rights are governed by it. If this Summary Plan Description is found to be inconsistent with the Plan document, the Plan document will control.

About the Traditional Benefits Program

The Traditional Benefits Program (also known as the ELCA Pension and Other Benefits Program) is a bundled-coverage program that provides a single comprehensive set of wellness-oriented benefits to Members. Members of the Traditional Benefits Program are enrolled in the following four plans:

- ELCA Medical and Dental Benefits Plan
- ELCA Retirement Plan
- ELCA Survivor Benefits Plan
- ELCA Disability Benefits Plan

Eligible Members are also able to enroll in the ELCA Flexible Benefits Plan, which offers health savings account and flexible spending account options.

About Portico Benefit Services

For more than 200 years, Portico Benefit Services and the predecessor ministries of the Evangelical Lutheran Church in America have supported the well-being of those who serve and have tailored its benefits to meet the unique needs of this community.

Doing business as Portico Benefit Services, the Board of Pensions of the Evangelical Lutheran Church in America offers health, dental, retirement, life insurance, disability coverage and other benefits designed to enhance the well-being of those serving ELCA-affiliated congregations and organizations.

In addition to the plans under the Traditional Benefits Program, Portico maintains the ELCA Retirement Savings Plan for Members in the Flexible Benefits Program, and the ELCA Master Institutional Retirement Plan and ELCA 457(b) Deferred Compensation Plan for ELCA-affiliated organizations. The assets of each plan maintained by Portico are held in separate trusts and do not allow one plan to fund another plan.

Survivor Benefits Plan Overview

The ELCA Survivor Benefits Plan includes the following life insurance options offered by Securian Life Insurance Company (Securian) and a survivor benefit offered by the ELCA Survivor Benefits Trust:

- Basic Group Life Insurance Benefit Basic Group Life Insurance with Accidental Death and Dismemberment coverage is paid for by the Participating Employer and provided as part of the Traditional Benefits Program.
- **Supplemental Life Insurance Benefit** Supplemental Life Insurance with Accidental Death and Dismemberment coverage is an additional coverage option that Sponsored Members may elect to purchase for themselves.
- Dependent Life Insurance Benefit Dependent Life Insurance with Accidental Death and
 Dismemberment coverage is an option that Sponsored Members may elect to purchase for their
 spouse or Eligible Same Gender Partner. Dependent Life Insurance may also be purchased for
 Eligible Children but it will not include the Accidental Death and Dismemberment coverage.
- Lump-Sum Survivor Benefit Upon the death of a Retired Member, the Member's beneficiary
 may be entitled to a Lump-Sum Survivor Benefit from the ELCA Survivor Benefits Trust in
 accordance with the Plan in effect on the date of the Retired Member's death. The Plan currently
 provides a Lump-Sum Survivor Benefit if the Retired Member retired after:
 - reaching age 60 and completing at least 10 years of service with an Eligible Employer or Predecessor Church, or
 - completing at least 30 years of service with an Eligible Employer or Predecessor Church.

Basic Group Life Insurance

Enrollment

The Basic Group Life Insurance benefit begins the date a Participating Employer sponsors an Eligible Employee. The contributions for the Basic Group Life Insurance coverage are paid by the Participating Employer.

- An "Eligible Employer" becomes a "Participating Employer" when it sponsors an Eligible Employee in the Plan.
- An "Eligible Employee" becomes a "Sponsored Member" when he/she is sponsored in the Plan by a Participating Employer.

Eligible Employers, Eligible Employees, and Sponsorship Criteria is provided in the Appendix

Basic Group Life Insurance Benefits

The Basic Group Life Insurance coverage amount will be paid to a Sponsored Member's beneficiary after the Sponsored Member's death. The amount paid to the beneficiary is equal to the Sponsored Member's Defined Compensation multiplied two times, with a minimum benefit of \$7,500 and a maximum benefit of \$50,000. The coverage amount is subject to age reductions at age 70 and 75.

Reduction of Coverage with Age

The Basic Group Life Insurance coverage amount will automatically be reduced with age.

• First Reduction: 50% on Jan 1 of the year following the Sponsored Member's 70th

birthday, and

• Second Reduction: 50% on Jan 1 of the year following the Sponsored Member's 75th

birthday.

EXAMPLE: Beginning insurance coverage Automatic 50% reduction at age 70 Insurance coverage at age 70 Automatic 50% reduction at age 75	\$50,000 - 25,000 \$25,000 - 12,500
Automatic 50% reduction at age 75 Insurance coverage at age 75	<u>- 12,500</u> \$12,500

Accidental Death and Dismemberment (AD&D) Coverage

The Basic Group Life Insurance includes an additional benefit in cases of accidental death or injury. Detailed information about the AD&D coverage is on pages 12-13.

Accelerated Death Benefit

The Basic Group Life Insurance includes an Accelerated Death Benefit payment if a Sponsored Member has a terminal condition caused by sickness or accident that directly results in a life expectancy of 12 months or less. Detailed information about this benefit is on page 14.

Payment of Benefits

The life insurance coverage amount is paid by Securian to the beneficiary after receiving proof of death.

Supplemental Life Insurance

Enrollment

A Sponsored Member can purchase or increase the amount of Supplemental Life Insurance at any time if the Sponsored Member is actively at work fully performing regular duties. The Sponsored Member may be required to provide Evidence of Insurability to purchase or increase the amount of insurance.

Evidence of Insurability (EOI)

Evidence of Insurability is evidence that is acceptable to Securian of the Sponsored Member's good health. Evidence of Insurability **is not required** if coverage is elected within 60 days of the following:

- When First Eligible. A newly Sponsored Member must elect the insurance within 60 days of becoming a Sponsored Member and purchase an amount no greater that the amount listed in the chart below based on his/her age as of Jan 1, 2022.
- When a Qualifying Status Change Occurs. A Sponsored Member must elect the new (or increased) insurance within 60 days of a qualifying status change (which includes marriage, birth or adoption, or otherwise acquiring a newly Eligible Child) provided the insurance purchased is one \$50,000 increment from the prior benefit level and the resulting insurance amount is not greater than the amount listed in the chart below based on her/his age as of Jan 1, 2022.

Supplemental Coverage Maximums Without EOI Required		
Age 69 and Under Age 70 – 74 Age 75 and Over		Age 75 and Over
\$200,000	\$100,000	\$50,000

Evidence of Insurability **is required** for Supplemental Life Insurance purchased after the 60-day period (either when first eligible or when a Qualifying Status Change occurs) or when increasing coverage at a later date, including during annual enrollment.

Supplemental Life Insurance Benefit Levels

There are eight benefit levels to select from based on the Sponsored Member's age as of Jan 1, 2022.

Supplemental Life Insurance — 2022 Benefit Levels		
Age 69 and Under	Age 70 – 74	Age 75 and Over
\$50,000	\$25,000	\$12,500
\$100,000	\$50,000	\$25,000
\$150,000	\$75,000	\$37,500
\$200,000	\$100,000	\$50,000
The following coverage levels will always require EOI and are not available if they exceed 6 times the Sponsored Member's Defined Compensation when first purchased		
\$250,000	\$125,000	\$62,500
\$300,000	\$150,000	\$75,000
\$350,000	\$175,000	\$87,500
\$400,000	\$200,000	\$100,000

The most current version of this Summary Plan Description of the ELCA Survivor Benefits Plan – Traditional Benefits Program can be found at myPortico.PorticoBenefits.org/summaries. For questions or to receive a copy of the ELCA Survivor Benefits Plan, contact Portico's Customer Care Center at mail@PorticoBenefits.org or **800.352.2876**.

Reduction of Coverage with Age

The insurance coverage amount will automatically be reduced 50% on Jan 1 of the year following the Sponsored Member's 70th birthday and an additional 50% on Jan 1 of the year following the Sponsored Member's 75th birthday.

Cost for Supplemental Life Insurance

The monthly premium is calculated by multiplying each \$1,000 of insurance coverage by an amount based on the Sponsored Member's age.

Supplemental Life Insurance — 2022 Monthly Premium	
Age as of Jan 1, 2022 Insurance Coverage Divided by Multiplied by Amount Below	
24 and under	\$0.07
25 – 29	\$0.08
30 – 39	\$0.10
40 – 44	\$0.11
45 – 49	\$0.15
50 – 54	\$0.23
55 – 59	\$0.41
60 – 64	\$0.61
65 – 69	\$1.15
70 and over	\$1.88

Accidental Death and Dismemberment (AD&D) Coverage

Supplemental Life Insurance includes an additional benefit in cases of accidental death or injury under certain circumstances. Detailed information regarding AD&D coverage is provided on pages 12-13.

Accelerated Death Benefit

Supplemental Life Insurance includes an Accelerated Death Benefit payment if the Sponsored Member has a terminal condition caused by sickness or accident that directly results in a life expectancy of 12 months or less. Detailed information regarding the Accelerated Death Benefit is on page 14.

Suicide Exclusion

If the Sponsored Member dies due to suicide within two years of the coverage effective date, the life insurance benefit will not be paid. Premiums paid for that coverage will be refunded.

Reducing or Cancelling Coverage

A Sponsored Member can reduce or cancel the Supplemental Life Insurance at any time by notifying Portico. The coverage will continue, and the Sponsored Member will be required to pay the premium, until the end of the month that Portico was notified of the cancellation or reduction.

Payment of Benefits

The life insurance coverage amount is paid by Securian to the beneficiary after receiving proof of death.

Dependent Life Insurance for Spouse or ESGP

Enrollment

Sponsored Members who purchase Supplemental Life Insurance can purchase Dependent Life Insurance if the Sponsored Member is actively at work fully performing typical duties. The coverage is effective upon election or after approval by Securian of the Evidence of Insurability requirements (if applicable), as long as the spouse or Eligible Same Gender Partner (ESGP) is not hospitalized or confined because of illness or disease on that date. If the spouse or ESGP is hospitalized or confined on that date, the coverage will start on his/her release.

Evidence of Insurability (EOI)

Evidence of Insurability is evidence that is satisfactory to Securian of the spouse's or ESGP's good health. Evidence of Insurability **is not** required for a spouse or ESGP if a Sponsored Member:

- Elects the Dependent Life Insurance within 60 days of becoming a Sponsored Member and purchases an amount no greater than the amount listed in the chart below based on the spouse's or ESGP's age as of Jan 1, 2022.
- Elects the new (or increased) Dependent Life Insurance within 60 days of a qualifying status change (which includes marriage, birth or adoption, or otherwise acquiring a newly Eligible Child), provided the insurance purchased is one increment from the prior benefit level and the resulting insurance amount is not greater than the amount listed in the chart below based on the spouse's or ESGP's age as of Jan 1, 2022.

Dependent Coverage Maximums Without EOI Required		
Age 69 and Under Age 70 – 74 Age 75 and Over		
\$50,000	\$25,000	\$12,500

Dependent Life Insurance Benefit Levels

There are four benefit levels to select from based on the spouse's or ESGP's age as of Jan 1, 2022. The amount of Dependent Life Insurance cannot be more than 50% of the amount of the Sponsored Member's Supplemental Life Insurance coverage.

Dependent Life Insurance — 2022 Benefit Levels		
Age 69 and Under	Age 70 – 74	Age 75 and Over
\$25,000	\$12,500	\$ 6,250
\$50,000	\$25,000	\$12,500
\$75,000	\$37,500	\$18,750
\$100,000	\$50,000	\$25,000

Reduction of Coverage with Age

The insurance coverage amount will automatically be reduced 50% on Jan 1 of the year following the spouse's or ESGP's 70th birthday; and an additional 50% on Jan 1 of the year following the spouse's or ESGP's 75th birthday.

Cost for Dependent Life Insurance

The monthly premium for a spouse's or ESGP's Dependent Life Insurance is calculated by multiplying each \$1,000 of insurance coverage by the following applicable amount, based on the spouse's or ESGP's age:

Dependent Life Insurance — 2022 Monthly Premium		
Age of Spouse or ESGP as of Jan 1, 2022 Insurance Coverage Divided by 1, Multiplied by Amount Below		
24 and under	\$0.08	
25-29	\$0.10	
30 – 44	\$0.12	
45 – 49	\$0.18	
50 – 54	\$0.26	
55 – 59	\$0.48	
60 – 64	\$0.72	
65 – 69	\$1.34	
70 and over	\$2.24	

Accidental Death and Dismemberment (AD&D) Coverage

Dependent Life Insurance on a spouse or ESGP includes an additional benefit in cases of accidental death or injury under certain circumstances. Detailed information regarding this coverage is provided on pages 12-13.

Accelerated Death Benefit

Dependent Life Insurance includes an Accelerated Death Benefit payment if the insured spouse or ESGP has a terminal condition caused by sickness or accident that directly results in a life expectancy of 12 months or less. Detailed information regarding this benefit is provided on page 14.

Suicide Exclusion

If a spouse or ESGP dies due to suicide within two years of the coverage effective date, the life insurance benefit will not be paid. The premiums paid for that coverage will be refunded.

Reducing or Cancelling Coverage

A Sponsored Member can reduce or cancel the Dependent Life Insurance at any time by notifying Portico. The coverage will continue, and the Sponsored Member will be required to pay the premium, until the end of the month that Portico was notified of the cancellation or reduction.

Payment of Benefits

The life insurance coverage amount is paid by Securian to the beneficiary after receiving proof of death.

The most current version of this Summary Plan Description of the ELCA Survivor Benefits Plan – Traditional Benefits Program can be found at myPortico.PorticoBenefits.org/summaries. For questions or to receive a copy of the ELCA Survivor Benefits Plan, contact Portico's Customer Care Center at mail@PorticoBenefits.org or **800.352.2876**.

Dependent Life Insurance for Children

Eligibility

Sponsored Members who purchase Supplemental Life Insurance can purchase Dependent Life Insurance for Eligible Children if the Sponsored Member is actively at work fully performing typical duties. Children are eligible from live birth to the end of the month that the child is age 26. A child age 26 and older is eligible if the child is physically or mentally incapable of self-support (must predate attaining age 26) and is dependent on the Sponsored Member for more than 50% of his/her financial support.

Enrollment

Sponsored Members can elect new coverage or increase the amount of existing Dependent Life Insurance for Eligible Children:

- within 60 days after becoming a Sponsored Member,
- within 60 days after a qualifying status change (which includes marriage, birth or adoption, or otherwise acquiring a newly Eligible Child), or
- during annual enrollment.

Coverage elected during annual enrollment begins on Jan 1 following enrollment. Coverage elected after a qualifying status change begins when elected as long as the Eligible Child (other than a newborn) is not hospitalized or confined because of illness or disease on that date. If an Eligible Child (other than a newborn) is hospitalized or confined on that date, coverage will begin on the child's release.

Evidence of Insurability (EOI)

Evidence of Insurability is not required for children.

Benefit Levels and Cost for Dependent Life Insurance

There are two benefit levels to choose from and the monthly premium covers all Eligible Children.

Dependent Life Insurance — 2022 Monthly Premiums – For All Eligible Children	
Benefit Level Monthly Premium	
\$5,000	\$0.54
\$10,000	\$1.06

Accidental Death and Dismemberment (AD&D) Coverage

Accidental Death and Dismemberment Coverage is not provided for Eligible Children.

Accelerated Death Benefit

Dependent Life Insurance includes an Accelerated Death Benefit payment if the insured has a terminal condition caused by sickness or accident that directly results in a life expectancy of 12 months or less. Detailed information is provided on page 14.

Reducing or Cancelling Coverage

A Sponsored Member can reduce or cancel the Dependent Life Insurance at any time by notifying Portico. The coverage will continue, and the Sponsored Member will be required to pay the premium, until the end of the month that Portico was notified of the cancellation or reduction.

Payment of Benefits

The life insurance coverage amount is paid by Securian to the beneficiary after receiving proof of death.

Lump-Sum Survivor Benefit for Retired Members

Eligibility

Upon the death of a Retired Member, a Lump-Sum Survivor Benefit may be paid from the ELCA Survivor Benefits Trust to a Retired Member's beneficiary in accordance with the Plan in effect on the date of the Retired Member's death, if the Retired Member completed the following:

- at least 30 years of service with an Eligible Employer or Predecessor Church when the Member retired, or
- at least 10 years of service with an Eligible Employer or Predecessor Church and reached age 60 when the Member retired.

An individual who is entitled to benefits as a retired employee under a survivor benefits plan maintained by a Predecessor Church is a Retired Member under this Plan.

Accelerated Death Benefit

The Lump-Sum Survivor Benefit includes an Accelerated Death Benefit payment if the Retired Member has a terminal condition caused by sickness or accident that directly results in a life expectancy of 12 months or less. Detailed information is provided on page 14.

Payment of Benefits

Portico pays the Lump-Sum Survivor Benefit to the Retired Member's beneficiary within 30 days after receiving written proof of death.

Benefit Amount

The benefit is based on the Retired Member's age on the date of death and is governed by the Plan in effect on the date of death.

	Lump-Sum Survivor Benefit Minimum \$7,500 – Maximum \$50,000
Age at Death	Dollar Amount
70 and over	\$7,500
66-69	\$30,000
65 and under	\$50,000

Accidental Death & Dismemberment Coverage

Accidental Death & Dismemberment (AD&D) coverage is included with the following insurance: Basic Group Life Insurance, Supplemental Life Insurance, and Dependent Life Insurance for a spouse or Eligible Same Gender Partner. This limited coverage is provided by Securian and it pays an additional benefit in cases of accidental death or injury under certain circumstances.

AD&D benefits are limited to situations where the loss, death, or dismemberment (i) occurred within 180 days after the accidental injury, (ii) cannot be attributed to any other cause, and (iii) is a direct result of an accidental bodily injury that:

- Was unintended, unexpected and unforeseen,
- Was evidenced by a visible contusion or wound (except in the case of accidental drowning),
- Was the sole cause of the insured's death or dismemberment, and
- Occurred while the AD&D coverage was in force.

If a covered injury or death occurs, the AD&D coverage pays a percentage of the life insurance benefit to the covered individual, or the covered individual's beneficiary, according to the following:

2022 Accidental Death and Dismemberment (AD&D) Benefit		
Loss	Percent of Insurance Amount	
Life	100%	
Both Hands or Both Feet	100%	
Sight of Both Eyes	100%	
Speech and Hearing in Both Ears	100%	
One Hand and One Foot	100%	
One Foot and Sight of One Eye	100%	
One Hand and Sight of One Eye	100%	
Quadriplegia	100%	
Paraplegia	75%	
Sight of One Eye	50%	
Speech or Hearing in Both Ears	50%	
One Hand or One Foot	50%	
Hemiplegia	50%	
Thumb and Index Finger of One Hand	25%	
Uniplegia	25%	

Securian will not make more than one payment for the loss or paralysis of the same limb, eye, finger, thumb, hand, foot, sight, speech, or hearing if one payment has already been made for that loss. Benefits may be paid for more than one accidental loss but the total amount of AD&D benefit paid for all losses from any one accident will never be more than the life insurance amount.

Additional AD&D Benefits

The AD&D coverage includes additional benefits that are paid when the covered accident involves the following:

- Air Bag Benefit The insured dies or suffers a covered dismemberment as a result of a covered accident
 which occurs while driving or riding in a private passenger car that was equipped with operating airbags,
 had seatbelts that were in proper use, and was driven by a licensed driver who was not intoxicated,
 impaired, or under the influence of alcohol or drugs, and did not meet or exceed the legal level at which
 intoxication is defined in the state where the collision or accident occurred.
- Disappearance Benefit The insured's body remains missing for one year after the conveyance that he/she was traveling disappeared, exploded, sank, became stranded, made a forced landing, or was wrecked.
- Exposure Benefit The insured suffers a loss under the Type of Loss schedule due to unavoidable exposure to the elements.
- Repatriation Benefit The insured dies more than 75 miles from his/her principal residence, a benefit will be paid for the preparation and transportation of the body to a mortuary.
- Seatbelt Benefit The insured dies or suffers a covered dismemberment as a result of a covered accident
 while driving or riding in a private passenger car with seatbelts in proper use, and the car was driven by a
 licensed driver who was not intoxicated, impaired, or under the influence of alcohol or drugs, and did not
 meet or exceed the legal level at which intoxication is defined in the state in which the collision or accident
 occurred.

Payment Exclusions

Benefits under the AD&D coverage will not be paid if the insured's accident, injury, loss, death or dismemberment is caused directly or indirectly by results in whole or in part from or during, or there is contribution from, any of the following:

- Self-inflicted injury, self-destruction, or autoeroticism, whether sane or insane,
- Suicide or attempted suicide, whether sane or insane,
- The insured person's participation in, or attempt to commit, a crime, assault, felony, or any illegal activity, regardless of any legal proceedings thereto,
- Bodily or mental infirmity, illness, or disease,
- The use of alcohol,
- The use of prescription drugs, non-prescription drugs, illegal drugs, medications, poisons, gases, fumes, or other substances taken, absorbed, inhaled, ingested, or injected,
- Motor vehicle collision or accident where the insured is the operator of the motor vehicle and the insured's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings thereto,
- Infection, other than infection occurring simultaneously with, and as a direct and independent result of, the
 accidental injury,
- Medical or surgical treatment or diagnostic procedures or any resulting complications, including complications from medical misadventure,
- Travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft carrier, or
- War or any act of war, whether declared or undeclared.

Accelerated Death Benefit

Basic Group, Supplemental, and Dependent Life Insurance

The Basic, Supplemental, and Dependent Life Insurance coverage includes an Accelerated Death Benefit option if the insured individual has a terminal condition caused by sickness or accident that directly results in a life expectancy of 12 months or less.

A Member can request either a full or a partial amount of the life insurance benefit be paid to the Member prior to the insured individual's death. The minimum request for an accelerated benefit from Securian is \$10,000, and the maximum request for an accelerated benefit from Securian is \$1 million.

To request an accelerated payment, the Member must contact the Portico Customer Care Center to initiate the process. A doctor's statement will be required, or other evidence that is satisfactory to Portico and/or Securian, certifying that the insured is terminally ill and expected to live fewer than 12 months.

- If the full amount is requested, the policy will terminate with the accelerated full payment. If the Basic Group Life Insurance policy terminates, the Supplemental and Dependent Life Insurance policies will also terminate, though it may be converted to a policy of individual life insurance according to the conversion right section of the insurance certificate.
- If a partial amount is requested, the remaining amount of insurance (full amount of insurance minus the amount that was accelerated) is payable upon death. The remaining amount of insurance after a partial payment must be at least \$25,000.

Lump-Sum Survivor Benefit

The Lump-Sum Survivor Benefit includes an accelerated death benefit option, paid by the ELCA Survivor Benefits Trust, if an eligible Retired Member has a terminal condition that results in a life expectancy of 12 months or less. The Retired Member has the option to request some or all of the Lump-Sum Survivor Benefit be paid before his/her death.

To request an accelerated payment, contact the Portico Customer Care Center. A doctor's statement will be required, or other acceptable evidence, certifying that the Retired Member is terminally ill and expected to live fewer than 12 months. The benefit amount is based on the Retired Member's age when Portico receives the doctor's statement, not the actual date of death.

- If the full amount is requested, the Lump-Sum Survivor Benefit will end with the accelerated full payment.
- If a partial amount is requested, the remaining amount of the Lump-Sum Survivor Benefit (full amount minus the amount that was accelerated) is payable to the beneficiary upon death.

Terminating Coverage

A Sponsored Member will continue to be eligible for benefits under this Plan until the earliest of the following dates:

- The date the Sponsored Member is no longer an Eligible Employee, including retirement,
- The date provided to Portico in an advance notice by the Participating Employer, that it will no longer sponsor the Sponsored Member,
- The date the Participating Employer stopped making contributions for the Sponsored Member under the Traditional Benefits Program, or
- The date the Participating Employer stopped complying with the terms of the Plan.

If a Participating Employer does not make the monthly contributions to the Plan for the Basic Group Life Insurance, the Sponsored Member can make contributions on his/her own behalf for up to 90 days, provided that he/she is an Eligible Employee during that time.

Reducing or Cancelling Coverage

A Sponsored Member can reduce or cancel the Supplemental or Dependent Life Insurance coverage at any time by notifying Portico. The coverage will continue, and the Sponsored Member will be required to pay the premium, until the end of the month that Portico was notified of the reduction or cancellation.

Re-employment within 31 Days

If a Sponsored Member terminates employment with a Participating Employer and becomes a Sponsored Member with another Participating Employer within 31 days, the Basic Group Life Insurance with AD&D coverage will not terminate during the period between the employments. Coverage during this period will be provided without the payment of any contribution.

Continuing Coverage while Disabled

For the first 2 months after a Sponsored Member submits a claim under the ELCA Disability Benefits Plan for Total Disability Benefits, the Participating Employer is expected to pay the Sponsored Member's full salary and to make the monthly contributions for Basic Group Life Insurance coverage. The contributions for Supplemental and Dependent Life Insurance coverage would continue to be paid by the Sponsored Member during that time.

Beginning with the 3rd month and continuing for as long as the Disabled Member is eligible for monthly disability benefits from the ELCA Disability Benefits Plan, contributions for the existing life insurance coverage for the Disabled Member, Dependents (spouse, ESGP, Eligible Children) will be paid as follows:

- Basic Group Life Insurance contributions, for coverage based on \$50,000 Defined Compensation, will be paid by the ELCA Disability Benefits Trust.
- Supplemental and Dependent Life Insurance in effect will continue and premiums will be waived by Securian.

The amount of insurance for the Disabled Member and spouse or ESGP will automatically be reduced 50% on Jan 1 of the year following the insured's 70th birthday; and an additional 50% on Jan 1 of the year following the insured's 75th birthday.

Disabled Member's Retirement

If a Disabled Member meets the requirements of a Retired Member at the time his/her monthly disability benefits end, the Disabled Member will be eligible to continue Basic Group Life Insurance as a Retired Member and may be eligible for the Lump-Sum Survivor Benefits if all of the criteria is met. The period of time that the Disabled Member received disability benefits will be treated as years of service with an Eligible Employer for purposes of the Lump-Sum Survivor Benefit eligibility.

Continuing Coverage while On Leave from Call

An ELCA Minister of Word and Sacrament or an ELCA Minister of Word and Service who is On Leave from Call can continue Basic Group Life Insurance with AD&D coverage and any of the following policies that were in force prior to going on Leave from Call: Supplemental Life Insurance, Dependent Life Insurance with AD&D coverage for his/her spouse or ESGP, and Dependent Life Insurance for Eligible Children.

- Coverage will be based on Defined Compensation of \$50,000.
- Coverage can be continued for up to 3 years at the Member's expense. The 3-year coverage continuation option runs simultaneously with the 18-month coverage continuation right provided under Minnesota Statutes § 61A.092.
- The amount of the insurance coverage will automatically be reduced 50% on Jan 1 of the year following the insured's 70th birthday.
- The amount of the insurance coverage will automatically be reduced an additional 50% on Jan 1 of the year following the insured's 75th birthday.

Continuing Coverage When Coverage Ends

A Member has the option to continue or port his/her Basic Group, Supplemental and Dependent Life Insurance without any of the Evidence of Insurability requirements if the Member is losing insurance coverage due to the following:

- Termination of employment (voluntarily or involuntarily)
- Retirement
- Laid off
- Leave of Absence
- On Leave from Call
- Reduced work hours that results in a loss of eligibility

Continuing Coverage under the Employer's Group Policy

A Member has the right (according to Minnesota Statutes § 61A.092) to continue the Basic Group, Supplemental and Dependent Life Insurance policies that are in effect at the time coverage would end.

- Coverage can be continued for 18 months or until the Member obtains insurance under another group policy, whichever is earlier.
- The Member is allowed 60 days from the date he/she received written notice of the right to continue the life insurance or the date his/her coverage would end, whichever is later, to notify Portico that the he/she would like to continue coverage.
- Premiums are due monthly and will not be more than 2% higher than the cost of coverage for similarly situated employees who remain employed and insured.
- After the coverage has been continued for 18 months, the Member (or the Member's insured spouse or an insured dependent child) can continue coverage without evidence of insurability under Securian's porting option or convert the group policies to individual policies.

Continuing Coverage under Securian's Porting Option

A Member has the option to port (continue) his/her Basic Group, Supplemental and Dependent Life Insurance coverage and the Member must contact Securian to continue coverage.

- Premiums are based on Securian's current rates in effect and paid to Securian.
- The first premium payment must be made within 60 days after the existing insurance terminates.
- On the first day of the month following the date the insured person attains age 65, the amount of the insurance coverage will be reduced to 65% of the amount of insurance in force on the day prior to attainment of age 65.
- At age 70, the insurance coverage terminates, including any Dependent Life Insurance.

Converting to Individual Policies

A Member has the option to convert the Basic Group, Supplemental and Dependent Life Insurance policies into Basic Individual Life Insurance policies.

- The Member must contact Securian to convert coverage.
- Premiums are paid to Securian and will be based on the individual policy type, risk class, coverage amount and the Member's age at the date of conversion.
- The individual policies will not include supplemental benefits such as AD&D coverage.

Beneficiary Designation

Life Insurance Beneficiary

Securian will pay an insurance benefit to the beneficiary that a Member named on a properly completed, signed, and dated Beneficiary Designation Form that was submitted to Portico. One or more beneficiaries may be named and a Member can change the beneficiaries at any time. The beneficiary designation takes effect on the date it is signed.

To receive the life insurance benefit, a beneficiary must be living at the time of the Member's death. If a beneficiary is not living at that time, the beneficiary's portion will be equally distributed to the other surviving beneficiaries unless a different method is specified on the Beneficiary Designation Form.

If a Member does not name a life insurance beneficiary or there is not an eligible beneficiary, Securian will pay the life insurance benefit to the following and in the following order:

- The Member's spouse or ESGP, otherwise
- The Member's children in equal shares, otherwise
- The Member's parents in equal shares, otherwise
- The Member's brothers and sisters in equal shares, otherwise
- The Member's estate

Divorce or Dissolution

A divorce or dissolution does not revoke a life insurance beneficiary designation that names a former spouse or former ESGP. To remove a former spouse or former ESGP as beneficiary, the Member must provide Portico with a properly completed, signed and dated Beneficiary Designation Form.

Lump-Sum Survivor Beneficiary

Portico will pay a lump-sum survivor benefit from the ELCA Survivor Benefits Trust to the beneficiary that an eligible Retired Member named on a properly completed, signed, and dated Beneficiary Designation Form that was submitted to Portico. One or more beneficiaries may be named and a Member can change the beneficiaries at any time. The beneficiary designation takes effect on the date it is signed.

If a Member does not name a lump-sum survivor beneficiary or there is not an eligible beneficiary, Portico will pay the lump-sum survivor benefit to the following in the following order:

- The Member's spouse or ESGP, otherwise
- The Member's children in equal shares except that if any of his/her children die before the Member and leave surviving children, such children will take by right of representation the share their parent would have taken if living, otherwise
- The Member's parents in equal shares, otherwise
- The Member's brothers and sisters in equal shares, otherwise
- The Member's estate

Divorce or Dissolution

A divorce or dissolution revokes the lump-sum survivor benefit beneficiary designation that names a former spouse or former ESGP. To name a former spouse or former ESGP as beneficiary, the Member must provide Portico with a new properly completed, signed, and dated Beneficiary Designation Form that is dated after the date of the divorce decree or dissolution of partnership.

Benefits Claim Appeal Process

The initial decision on the merits of a life insurance claim is made by Securian. If a Member is dissatisfied with the decision of Securian, following exhaustion of Securian's appeal process, the Member must proceed as follows:

Appeal to the President

An appeal must be made in writing, within 60 days of the receipt of any unsatisfactory determination, to the President of Portico Benefit Services. The appeal should contain a statement of the facts, including any new or additional information not considered in the initial decision, and a statement of the desired outcome.

The President will review the appeal with the advice and counsel of the internal appeals committee that consists of at least 3 staff members who were not involved in the original decision. The President will respond to the appeal within 30 days of receipt of a signed authorization for disclosure of protected health information, unless the President notifies the individual making the appeal of the need for an additional 30 days to consider the appeal.

The President may only approve an appeal if it is determined that an error was made in the initial benefits determination, or the appeal involves matters relating to Plan interpretation. In the case of changing technology or circumstances, the President may recommend an expansion of benefit coverage requiring Plan amendments, which may or may not be retroactive. All such Plan amendments must be approved by the President, the Board of Trustees and/or the ELCA Church Council.

Appeal to the Appeals Committee of the Board of Trustees

If an individual is dissatisfied with the decision of the President, he/she must appeal to the Appeals Committee of the Board of Trustees of Portico Benefit Services within 60 days of the receipt of the President's written response. The Appeals Committee will consist of five to seven members of the Board of Trustees, at least one of whom is a participant in a plan under the Traditional Benefits Program. The Appeals Committee may also include outside independent consultants with expertise in the area of the appeal who will serve with voice but without vote.

The Appeals Committee will schedule a meeting to review the appeal within 30 days of receipt. The final written decision of the Appeals Committee will be sent to the individual making the appeal within 60 days of receipt of receiving a signed authorization for disclosure of protected health information.

Court System

If an individual has exhausted the appeals procedure and is dissatisfied with the final decision of the Appeals Committee of Portico Benefit Services, he/she must initiate legal action in the Minnesota Fourth Judicial District Court, Hennepin County. Any removal of such action must be to the United States Court for the District of Minnesota. Legal action cannot be taken more than 3 years after the date of the event on which the claim is based.

Miscellaneous Provisions and Disclosures

Plan Documents

The ELCA Survivor Benefits Plan document, this Summary Plan Description, and summaries and information about all the other plans is available by signing in at myPortico.PorticoBenefits.org or contacting the Portico Customer Care Center. Current versions replace and supersede prior versions. All of the plans are governed and administered individually through separate plan documents. The assets of each plan are held in various trusts and do not allow one plan to fund another plan. The plans are church plans, as defined in Internal Revenue Code § 414(e), and are not subject to the Employee Retirement Income Security Act.

Prior Plan Benefits Commitment

Effective Jan 1, 1988, this Survivor Benefits Plan was designed to replace the survivor benefits plans of the Predecessor Churches subject to the following: Certain individuals who became disabled or retired before Jan 1, 1988, are entitled to benefits from the survivor benefits plans maintained by the Predecessor Churches. The benefits will be provided through the ELCA Survivor Benefits Trust according to the predecessor plan in effect on the date the individual died, except that effective May 1, 1997, benefit payments will not be reduced as a result of the remarriage of a surviving spouse.

Effective Jan 1, 1998, the Lump-Sum Survivor Benefit for a Member who retired prior to 1998 will not be less than the Member's Monthly Defined Compensation at retirement.

Effective Jan 1, 2014, this Survivor Benefits Plan was amended. Surviving Spouses or Eligible Same Gender Partners and eligible surviving Children of a Sponsored or Disabled Member who died prior to Jan 1, 2014 are eligible to receive monthly benefits according to the terms of the Survivor Benefits Plan in effect at the time of the Sponsored or Disabled Member's death.

Amendments to the Plan

The ELCA Churchwide Assembly, the ELCA Church Council, or Portico may propose amendments to the Plan. All proposed amendments must be submitted to Portico for recommendation before final action is taken by the ELCA Church Council. Any amendment will not reduce a Member's benefits under the Survivor Benefits Plan, on the effective date of the amendment, of a Member who dies prior to the effective date of the amendment.

Termination of the Plan

The ELCA Church Council may terminate the Plan by following the previously described amendment process. If the Plan is terminated, the existing funds may be distributed to, or for the benefit of, beneficiaries of Retired Members who died prior to the effective date of the termination of this Survivor Benefits Plan, in such a manner as Portico, in its sole discretion, determines is fair and equitable. Any excess funds remaining after satisfaction of all liabilities may be returned to the ELCA.

Self-Insured Plan

The lump-sum survivor benefit for retirees under the Survivor Benefits Plan is self-insured. All benefits that a retiree becomes entitled hereunder will be provided out of the ELCA Survivor Benefits Trust and only to the extent that the trust is able to cover expenses.

Obligations of Sponsored Members

A Sponsored Member will comply with all requirements of Portico regarding enrollment and administration of the Plan including, but not limited to, establishing such Sponsored Member's date of birth, marital status, marital and family support obligations, and disabled status.

If the Sponsored Member does not comply with reasonable requirements or knowingly provides false, inaccurate or misleading information to Portico or Securian, the Sponsored Member will be obligated to reimburse Portico for the reasonable expenses and damages incurred by Portico as the result of the failure including, but not limited to, an amount determined by Portico to be the additional expense of its staff in discovering, correcting, or adjusting for the failure. Portico may charge the Sponsored Member's future benefit payments under this Plan, if any, for the additional expense.

Administration by Portico Benefit Services

This Plan is administered by the Board of Pensions of the Evangelical Lutheran Church in America, doing business as Portico Benefit Services. Except as otherwise stated in this Summary Plan Description, Portico will control and manage the operation and administration of the Plan and make all related decisions and determinations.

Portico does not provide legal or tax advice. For legal or tax questions, or specific advice, Members should consult with their legal or tax adviser.

Portico will be paid a reasonable fee from the ELCA Survivor Benefits Trust for the administrative services provided to the Plan and the ELCA Survivor Benefits Trust by Portico, including a fee for informing the employees and employers of the availability of the Plan. The fee charged to the ELCA Survivor Benefits Trust will create a lien on the ELCA Survivor Benefits Trust until paid.

During the operation and administration of the Plan, certain mathematical and accounting errors may be made or mistakes may arise for various reasons including from factual errors in information supplied to Portico. Portico has the power to make an equitable adjustment to correct the errors as Portico, in its sole discretion, considers appropriate. All adjustments will be final and binding on all persons.

Life Insurance Disclaimer

The life insurance benefits are offered by Securian Life Insurance Company (Securian) and product guarantees are backed by the financial strength and claim paying ability of Securian. Premiums are not guaranteed to remain unchanged. Portico is not affiliated with Securian and does not assume any responsibility or liability for the obligations of Securian under the insurance policies.

Limitation of Liability

Portico will not be liable for a Participating Employer failing to enroll an Eligible Employee in the Plan or for failing to make contributions to the Plan. Portico is also not liable to any Sponsored Member or other person or entity for any of its acts carried out in good faith and based upon information available at the time.

Not a Party to Contract Between an Employer and an Employee

An Eligible Employee may have certain employment or contractual rights which, as between the Eligible Employer and the Eligible Employee, may obligate the Eligible Employer to make contributions to the Plan on behalf of the Eligible Employee. Portico is not a party to any such contracts. If the Eligible Employer does not fulfill its obligations under such contract, the Eligible Employee can look only to the

Eligible Employer to settle the dispute. Portico will not be liable for a Participating Employer failing to enroll an Eligible Employee in the Plan or for failing to make contributions to the Plan. Portico will not provide coverage under this Plan if it has not received contributions.

Rules of Construction and Applicable Law

The Plan will be construed and administered according to the laws of the State of Minnesota to the extent that such laws are not preempted by the laws of the United States of America. All controversies, disputes, and claims arising hereunder must be submitted to the Minnesota Fourth Judicial District Court, Hennepin County. Legal action cannot be taken more than 3 years after the date of the event on which the claim is based.

Appendix: Eligible Employers, Eligible Employees, and Sponsorship Criteria

Certain Eligible Employers are required to sponsor all Eligible Employees and certain Eligible Employers have partial or full discretion in determining the Eligible Employees to sponsor. The seven Sections below describe the Eligible Employers, Eligible Employees, and sponsorship requirements.

Section I	Eligible Employers		
	Sponsorship Requirement		
	Eligible Employees		

Section II	Eligible Employers Sponsorship Requirement	 ELCA congregations Former ELCA congregations that sponsored an Eligible Employee in this Plan on Jan 1, 2005, and continuously thereafter A congregation of a denomination that is in a full communion relationship with the ELCA A congregation or qualified church-controlled organization of a non-ELCA church body that has common religious bonds with the ELCA and petitioned to and has been approved by Portico to be the church body's sole benefits provider These Eligible Employers have full discretion in deciding which Eligible Employees to sponsor
	Eligible Employees	 ELCA Ministers of Word and Sacrament serving under a letter of call and scheduled to work at least 15 hours a week for six or more months each year ELCA Ministers of Word and Service serving under a letter of call and scheduled to work at least 15 hours a week for six or more months each year Non-ELCA rostered clergy serving under a letter of call or contract and scheduled to work at least 15 hours a week for six or more months each year Other employees scheduled to work at least 15 hours a week for six or more months each year and who have completed any probationary period (not to exceed 90 days)

The most current version of this Summary Plan Description of the ELCA Survivor Benefits Plan – Traditional Benefits Program can be found at myPortico.PorticoBenefits.org/summaries. For questions or to receive a copy of the ELCA Survivor Benefits Plan, contact Portico's Customer Care Center at mailto:myPorticoBenefits.org or 800.352.2876.

Section III	Eligible Employers	An ELCA "qualified church-controlled organization" as determined by the ELCA within the meaning of Internal Revenue Code § 3121(w) NOTE: An ELCA elementary or secondary school, day-care center, camp or conference center that is a separately incorporated legal entity will be treated as a separate "Eligible Employer" provided the employer otherwise meets the requirements of this Section III.
	Sponsorship Requirement	These Eligible Employers have full discretion in deciding which Eligible Employees to sponsor.
	Eligible Employees	 ELCA Ministers of Word and Sacrament serving under a letter of call and scheduled to work at least 15 hours a week for six or more months each year ELCA Ministers of Word and Service serving under a letter of call and scheduled to work at least 15 hours a week for six or more months each year Non-ELCA rostered clergy serving under a letter of call or contract and regularly scheduled to work at least 15 hours a week for six or more months each year Other employees scheduled to work at least 15 hours a week for six or more months each year, and who have completed any probationary period (not to exceed 90 days)

Section IV	Eligible Employers	An ELCA "church-controlled organization" but not a "qualified church-controlled organization" described in <i>Section III</i> above. NOTE: An ELCA elementary or secondary school, day-care center, camp or conference center that is a separately incorporated legal entity will be treated as a separate Eligible Employer provided the employer otherwise meets the requirements of this <i>Section IV</i> .
	Sponsorship Requirement	These Eligible Employers may sponsor any ELCA Minister of Word and Sacrament and must sponsor either all or none of its other Eligible Employees.
	Eligible Employees	 ELCA Ministers of Word and Sacrament serving under a letter of call and scheduled to work at least 15 hours a week for six or more months each year ELCA Ministers of Word and Service serving under a letter of call and scheduled to work at least 15 hours a week for six or more months each year A non-ELCA rostered clergy serving under a letter of call or contract and regularly scheduled to work at least 15 hours a week for six or more months each year Other employees scheduled to work at least 15 hours a week for six or more months each year and who have completed any probationary period (not to exceed 90 days)

Section V	Eligible Employers	A 501(c)(3) organization (other than an employer described in Sections I – IV above) that employs an individual who is performing service as an ELCA Minister of Word and Sacrament or an ELCA Minister of Word and Service.
	Sponsorship Requirement	These Eligible Employers may sponsor any of its ELCA Ministers of Word and Sacrament and may sponsor all or none of its ELCA Ministers of Word and Service.
	Eligible Employees	 ELCA Ministers of Word and Sacrament serving under a letter of call and scheduled to work at least 15 hours a week for six or more months each year ELCA Ministers of Word and Service serving under a letter of call and scheduled to work at least 15 hours a week for six or more months each year

Section VI	Eligible Employers	A non-501(c)(3) organization that employs an individual who is performing service as an ELCA Minister of Word and Sacrament.
	Sponsorship Requirement	These Eligible Employers may sponsor any of its ELCA Ministers of Word and Sacrament.
	Eligible Employees	ELCA Ministers of Word and Sacrament serving under a letter of call and scheduled to work at least 15 hours a week for six or more months a year.

Section VII	Eligible Employers	An individual will be treated as his or her own employer if he/she: • Is not sponsored by his/her Eligible Employer (listed in Sections III – VI
	Sponsorship Requirement	above), Is performing service in the exercise of his/her ministry as an ELCA Minister of Word and Sacrament, and Is scheduled to work 15 or more hours a week for six or more months each year
	Eligible Employees	

Glossary

Defined Compensation

The Defined Compensation includes annual gross taxable cash compensation that is reported to Portico and upon which contributions were paid, plus the amount of any contribution made to a tax-sheltered annuity plan or a qualified benefit under a salary-reduction agreement. Defined Compensation does not include nontaxable reimbursements or expense allowances. Defined Compensation also includes the amount of any housing allowance or an additional 30% of cash compensation plus furnishings or utility allowances paid directly to the Sponsored Member if housing is furnished by the Participating Employer for ordained ministers, and certain teachers who are recognized as ministers of the gospel for purposes of Internal Revenue Code §107.

Disabled Member

A Member who is eligible for monthly disability benefits from the ELCA Disability Benefits Plan.

Eligible Child

Eligible Child for purposes of this Plan means:

- a natural child or stepchild living in the Member's household,
- a legally adopted child, and child placed in the household as a step toward legal adoption by the Member, who is unmarried and dependent on the Member for more than 50% of financial support,
- the Member's never-married grandchild if the Member is the legal guardian and the child is living in the Member's household, receiving primary support from the Member and claimed by the Member as a dependent for federal income tax purposes.

Children are eligible from live birth to the end of the month that the child is age 26. Children age 26 or older are only eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 26 and are financially dependent on the Sponsored Member for more than one-half of their financial support.

Eligible Same Gender Partner (ESGP)

An individual who, together with a member of the ELCA Traditional Benefits Program, properly completed, signed, and submitted to Portico an eligible affidavit of partnership prior to June 26, 2015.

Predecessor Church

Each of the following is a Predecessor Church: The American Lutheran Church, The Association of Evangelical Lutheran Churches, and Lutheran Church in America, including their antecedent bodies.

Retired Member

A member who completes either (a) at least 30 years of service with an Eligible Employer or Predecessor Church when the Member retired; or (b) at least 10 years of service with an Eligible Employer or Predecessor Church and reached age 60 when the Member retired.

Contact Information

Portico Benefit Services — Plan Administrator

Portico Customer Care Center

Call or email the Portico Customer Care Center with questions about eligibility, contribution rates, or a change of family status, address, or coverage.

Phone: 800.352.2876 or 612.333.7651

Fax: 612.334.5399

Email: <u>mail@PorticoBenefits.org</u>
Website: <u>myPortico.PorticoBenefits.org</u>

Hours: 8 a.m. – 6 p.m. Monday – Thursday, 8 a.m. – 5 p.m. Friday (Central)

Mailing address:

Portico Benefit Services 7700 France Ave. S., Ste. 350 Minneapolis, MN 55435-2802

Securian Life Insurance Company — Life Insurance Representative

Contact Securian Life Insurance Company with questions about continuing your coverage after separation from service; or converting your life insurance coverage to individual life insurance policies.

Phone: 866.293.6047 **Fax:** 651.665.4827

Mailing address:

Securian Life Insurance Company PO Box 64114 St. Paul, MN 55164-0114



Portico Benefit Services

7700 France Ave. S., Ste. 350 Minneapolis, MN 55435-2802 800.352.2876 / 612.333.7651 / F 612.334.5399 mail@PorticoBenefits.org / PorticoBenefits.org