

UNICARE Life & Health Insurance Company

coverages included in this Certificate:

Basic Life

Basic AD&D

Optional Life

Optional AD&D

Optional Dependent Life

Plan Sponsor: Family Video Movie Club Inc.

Group Policy Number: 146165

Class: All Eligible Employees

**Your
Life Insurance
Certificate**

**Basic Group Term Life, Basic AD&D Insurance, Optional
Group Term Life, Optional AD&D Insurance and
Optional Dependent Insurance**

UniCare Life & Health Insurance Company

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Si necesita ayuda en español para entender este documento, puede solicitarla sin costo adicional, llamando al número de servicio al cliente que aparece al dorso de su tarjeta de identificación o en el folleto de inscripción.

IMPORTANT NOTICE REGARDING ACCELERATED DEATH BENEFITS

This Certificate contains an Accelerated Death Benefit provision within the Life Insurance section. Benefits are payable as shown on the Schedule. Please refer to the Accelerated Death Benefit provision of this Certificate for a complete benefit description.

This Accelerated Death Benefit is NOT a long term care policy or a nursing home insurance policy. You may use the Accelerated Death Benefit for any purpose. The Accelerated Death Benefit may be taxable. As with all tax matters, You should consult a personal tax advisor to determine the tax consequences prior to making an election for this benefit.

LIFE INSURANCE WILL BE REDUCED IF AN ACCELERATED DEATH BENEFIT IS PAID.

RECEIPT OF ACCELERATED DEATH BENEFITS MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS, BUT NOT LIMITED TO, MEDICAID. Because the Accelerated Death Benefit is part of this Certificate, You may be required to receive and spend all of the available funds from the Certificate prior to becoming eligible for public assistance programs.

Introduction

UniCare Life & Health Insurance Company certifies that it has issued a Group Policy insuring certain eligible employees of the Plan Sponsor.

This Certificate describes the benefits provided as of the effective date. For purposes of effective dates and ending dates under the Policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the Plan Sponsor's address.

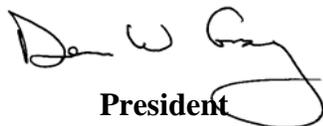
Certain terms of the Group Policy which affect Your insurance are contained in the following pages. UniCare has written this Certificate in plain English. However, a few terms and provisions are written as required by insurance law. UniCare urges You to read Your Certificate carefully and keep it in a safe place.

If the terms and provisions of the Certificate (issued to You) are different from the Policy (issued to the Plan Sponsor), the Policy will govern. Your coverage may be cancelled or changed in whole or in part under the terms and provisions of the Policy.

The Group Policy was issued in the state of Illinois. Its laws and rules will govern in resolving any questions about the Group Policy.

While You remain insured, this booklet is Your certificate of insurance. It replaces any prior booklet or certificate given to You for the types of insurance described here. It is void and of no effect if You are not entitled to or have ceased to be entitled to the insurance coverage. Many of the provisions of this Certificate are interrelated, and You should read the entire Certificate to get a full understanding of Your coverage. This Certificate also contains exclusions, so please be sure to read this Certificate carefully.

UniCare Life & Health Insurance Company


President


Secretary

Fraud: Any person who knowingly and with intent to injure, defraud or deceive any insurance company, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a crime and may be subject to criminal and civil penalties.

Schedule of Benefits

About This Schedule

This Schedule of Benefits shows highlights of the coverage available under the Group Policy. Final interpretation of all provisions and coverages will be governed by the Group Policy on file with UniCare Life & Health Insurance Company at its administrative office.

The amounts of Your insurance are determined by this schedule. You are not insured for any type of coverage for which You have not paid the required premium.

All Benefits terminate at retirement

Eligibility Waiting Period (all benefits): 90 days of employment.

Basic Life Insurance

Amount of Your Basic Life Insurance

\$25,000

Your amount of Basic Life Insurance will be subject to any reductions listed in the Age Reductions provision of the Policy.

Basic Accidental Death and Dismemberment Insurance

Amount of Your Basic Accidental Death and Dismemberment Insurance

Principal Sum: Equal to the amount of your Basic Group Term Life Insurance amount in force.

Your amount of Basic Accidental Death and Dismemberment Insurance will be subject to any reductions listed in the Age Reductions provisions of this Certificate.

Basic Accidental Death and Dismemberment Coverage is 24-hour

Optional Life Insurance

Optional Life Insurance must be elected in accordance with the terms of the Policy and any required premium must be paid in order for the insurance to begin.

Amount of Your Optional Life Insurance

An amount elected in increments of \$10,000 (minimum of \$20,000) to a maximum of the lesser of 5 times Your salary or \$500,000.

In no event may the combined Basic and Optional Life Insurance benefit amounts exceed the Plan maximum benefit amount. See your Benefits Administrator for details.

Guarantee Issue Amount

“Guaranteed Issue Amount” means an amount of insurance for which We do not require Proof of Insurability.

“Proof of Insurability” means evidence satisfactory to Us of a person’s health and other information related to insurability which enables Us to determine whether the person can become insured, or is eligible for an increase in coverage.

Proof of Insurability will be required for Optional Life Benefit amounts of more than \$200,000.

For employees age 70 or older, Proof of Insurability will be required for Benefit amounts of more than \$25,000.

No amount of Your Optional Life Insurance in excess of the Guaranteed Issue Amount shall become effective prior to Our approval of Proof of Insurability.

Your amount of Optional Life Insurance will be subject to any reductions listed in the Age Reductions provision of the Policy.

Optional Accidental Death and Dismemberment Insurance

Optional Accidental Death and Dismemberment Insurance must be elected in accordance with the terms of the Policy and any required premium must be paid in order for the insurance to begin.

Amount of Your Optional Accidental Death and Dismemberment Insurance

Principal Sum: Equal to the amount of your Optional Life Insurance in force.

Your amount of Optional Accidental Death and Dismemberment Insurance will be subject to any reductions listed in the Age Reductions provision of the Policy.

Optional Accidental Death and Dismemberment Coverage is 24-hour.

Additional Benefits

- Seat Belt Benefit
- Air Bag Benefit
- Repatriation Benefit
- Education Benefit
- Common Carrier Benefit
- Coma Benefit

Optional Life Insurance for Dependents

Amount of Your Dependent's Optional Life Insurance

For Your Spouse: The Optional Life Spouse Benefit may be purchased in increments of \$5,000 up to a maximum of \$250,000.

For Your Child: The Optional Life Child Benefit may be purchased in increments of \$5,000 up to a maximum of \$10,000.

Proof of Insurability may be required for Dependent Coverage greater than \$25,000.

The maximum Spouse Optional Life Insurance Benefit is 50% of Your amount of Optional Life Insurance in force. The maximum Child(ren) Optional Life Insurance Benefit is 50% of Your amount of Optional Life Insurance in force.

A Child is not covered until the child reaches age 15 days.

A Child's coverage will end on the first day of the calendar year following the Child's 19th birthday. Coverage may be extended to the end of the calendar year in which the Child attains age 24 if the Child is a full-time student enrolled in a state-accredited college, university, trade or secondary school.

Coverage for a Spouse will end on the first premium due date following the Spouse's 70th birthday.

Specific information regarding the Policy and its terms may be obtained from the Plan Sponsor. The provisions, terms and conditions listed in any Policy document, including but not limited to this Certificate, may be modified, amended, or changed at any time. Consent from any Insured or beneficiary is not required for such modification, amendment, or change.

Definitions

Below, the definitions of the Policy are discussed. Where these terms are used in this Certificate, unless specified otherwise, they have the meaning explained here.

Accident or Accidental means accidental bodily Injury which is sustained independently of disease, Illness, or bodily infirmity.

Actively at Work means that You are performing the normal duties of Your regular occupation and working Your normal hours. You must be working at least the minimum number of hours required per week to meet the definition of eligible employee for the Plan Sponsor on a permanent full-time basis and must be paid regular earnings.

Your work site must be:

- at the Plan Sponsor's usual place of business; or
- at a location to which the Plan Sponsor's business requires You to travel.

You are not considered Actively at Work when You are off work or lose time due to sickness, injury, leave of absence, strike or lay-off. Paid days off will count as Actively at Work if You were fully capable of performing the normal duties of Your regular occupation during the paid days off, provided that You were Actively at Work on the last working day prior to the paid days off.

Additional Benefit or Additional Provision means an addendum to the Policy which increases or limits coverage for a specified set of conditions. The provisions, limitations, and exclusions in the entire Policy will apply unless specifically stated otherwise in the Additional Benefit or Additional Provision.

Annual Earnings means Your annual gross base earnings in effect from the Plan Sponsor. It does not include commissions, bonuses, overtime pay or extra compensation.

Annual Earnings will be calculated based on the lesser of Your Annual Earnings as calculated above or the premium amount actually received by Us.

Certificate means this document which provides a description of the coverage available under the Policy.

Claimant means a person who has filed a claim for benefits under the Policy, as an Insured or as the beneficiary of an Insured.

Child(ren) means Your natural Child, legally adopted Child, or stepchild provided such Child relies fully on You for support and maintenance and who is:

- at least 15 days old, but under age 19; or
- under age 24 who is a full-time student enrolled in a state-accredited college, university, trade or secondary school.

Class means a grouping of Insured's based on criteria agreed on between the Plan Sponsor and Us.

Contributory means that You pay all or a portion of the premium for the coverage.

Dependent or **Insured Dependent** means Your Eligible Dependent who is insured under the Policy.

Eligible Dependent means:

- Your legal Spouse as defined under the Policy.
- Your Child or Children as defined under the Policy.

The term Eligible Dependent does not include any person who:

- is in the military of any country or subdivision of any country; or
- lives outside of the United States or Canada; or
- is insured under the Policy as an employee.

If You and Your Spouse are both insured under the Policy as Eligible Employees, Your Eligible Dependent Children may be insured by either, but not both, of you.

Eligible Employee means a person who meets all of the following:

- is a regular full-time employee of the Plan Sponsor, working for pay on a scheduled normal work week of at least the minimum number of hours required per week by Our agreement with the Plan Sponsor, and
- is performing work at the Plan Sponsor's usual place of business, except for duties of a kind that must be done elsewhere, and
- is in a covered Class named under the Policy; and
- is a legal citizen or legal resident of the United States or Canada. In the case of a legal resident, the person will become ineligible for insurance if he or she leaves the United States or Canada for one hundred eighty (180) or more consecutive days.

Temporary, seasonal, or contract employees are not included as Eligible Employees under the Policy.

Eligibility Waiting Period means the continuous length of time You must serve in an eligible Class to reach Your eligibility date and begin Your coverage and Your Eligible Dependent coverage.

Guaranteed Issue Amount means an amount of insurance for which We do not require Proof of Insurability.

Illness means:

- a sickness that impairs an Insured's normal functioning of mind or body; and
- the pregnancy, childbirth and related medical conditions of an Insured.

Independent Medical Exam means an examination by a Physician of the appropriate specialty for Your or Your Insured Dependent's condition at Our expense. Such examination, scheduled

by Us, may be used for the purpose of determining eligibility for insurance or benefits, including eligibility under the Additional Benefits, if any, associated with the Policy.

Injury means bodily harm which is the direct result of an Accident, independent of disease or bodily infirmity.

Insured means an individual covered under the Policy.

Leave of Absence means an arrangement where You and the Plan Sponsor agree that You will not be Actively-at-Work for a specific period of time and You are expected to be Actively-at-Work at the end of that period. Refer to When Your Insurance Ends to determine how long Your coverage can be continued during a Leave of Absence.

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services must be treated as a Physician's for the purposes of the Policy according to applicable law. Each such person must be licensed in the jurisdiction where he or she performs the service and must act within the scope of that license. He or she must also be certified and/or registered if required by such jurisdiction.

Physician does not include:

- You.
- Your Spouse.
- Anyone employed by the Plan Sponsor, or any business partner of You or the Plan Sponsor.
- Any member of Your immediate family, including Your and/or Your Spouse's:
 - Parents.
 - Children (natural, step, or adopted).
 - Siblings.
 - Grandparents.
 - Grandchildren.
 - In-Laws.

Plan Sponsor means the employer or other organization that has entered into an agreement with Us as outlined in the Policy.

Policy or Group Policy means the policy issued by Us to the Plan Sponsor and described in this Certificate.

Prior Plan means the plan providing similar insurance benefits carried by the Plan Sponsor on the day before the Policy's effective date with Us.

Proof means evidence satisfactory to Us that the terms and provisions of the Policy have been met. Proof may include but is not limited to: questionnaires, physical exams, or Written documentation and records as required by Us. Proof must be received by Us at Our

Administrative Office. All Proof must be given at Your expense (or that of Your representative or beneficiary), unless otherwise specifically provided by the terms of the Policy. If any additional Proof is reasonably required by Us, an Insured may be required to give Us authorization to obtain such additional Proof. The following are some specific types of Proof referenced under the Policy:

Proof of Claim means evidence satisfactory to Us that a person has satisfied the conditions and requirements for a benefit. Proof of Claim must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim under the Policy;
- the Claimant's right to receive payment.

Proof of Insurability means evidence satisfactory to Us of a person's health and other information related to insurability which enables Us to determine whether the person can become insured, or is eligible for an increase in coverage.

Sign or Signed means the use by a person of a symbol or method with the present intention to authenticate a record. Such authentication may be executed and/or transmitted by paper or electronic media, provided it is acceptable to Us and consistent with applicable law.

Spouse means Your lawful Spouse who is an Eligible Dependent.

We, Us, and Our mean the insurer, UniCare Life and Health Insurance Company.

Written or **Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

You and **Your** means an Eligible Employee.

Other terms are defined elsewhere under the Policy.

When Insurance Begins and Ends

This section tells how You may become insured.

Obtaining Insurance

To obtain insurance under the Policy, You must be an Eligible Employee and be Actively at Work.

Enrollment

If you contribute to the cost of your Coverage:

You must apply for Your insurance and Your Eligible Dependent's insurance if the coverage is Contributory.

An application for You to become insured must be completed on a form approved for that purpose by Us. The Plan Sponsor must send the completed application to Us at Our Administrative Office. If Proof of Insurability is required for any coverage, the completed Proof of Insurability statement must be sent to us at our Administrative Office.

If you do not contribute to the cost of your Coverage:

You must enroll for Your insurance and Your Eligible Dependent's insurance if the coverage is not Contributory.

An enrollment form for You to become insured must be completed on a form approved for that purpose by Us. The Plan Sponsor must send the completed enrollment form to Us at Our Administrative Office.

Basic and Optional Insurance Eligibility

If You are an Eligible Employee on the Effective Date of the Policy, You are eligible for Basic and Optional Life insurance on that date provided You have completed the Eligibility Waiting Period. Otherwise, You become eligible on the first day of the calendar month coinciding with or next following the date You become an Eligible Employee and complete Your Eligibility Waiting Period.

Eligibility for Your Dependent's Basic or Optional Insurance

If You are an Eligible Employee, You may obtain insurance for Your Eligible Dependents. You are eligible for Basic Dependent Insurance on the earliest date that:

- You are an Eligible Employee; and
- You are in a Class Covered for Dependent insurance; and
- You have an Eligible Dependent.

Effective Date of Insurance

This section tells when Your insurance and insurance for Your Eligible Dependents may begin.

If You and/or your Eligible Dependent are required to give Proof of Insurability for all or a portion of Your insurance and/or insurance for Your Eligible Dependents, that insurance for which Proof of Insurability is required begins on the date We approve in Writing the Proof of Insurability.

All premiums required by the Policy must be paid in order for insurance to begin.

For Your Insurance

Except as otherwise explained in this section, Your insurance will begin on the first day of the Policy month coinciding with or next following the date You become eligible for such insurance and that first premium is paid.

The Plan Sponsor may require employees to contribute toward the cost of all or part of their insurance. Any such Contributory insurance will not become effective for You before You Sign a form agreeing to make those contributions and the first premium is paid. The form may be obtained from the Plan Sponsor. If You Sign the form more than 31 days after You became eligible, Your Contributory insurance will be deferred until the date We approve Your Written Proof of Insurability.

Delayed Effective Date

If You are not Actively at Work on the date Your insurance would otherwise begin. Your insurance and any insurance for Your Eligible Dependents will be deferred until You return to full-time active work.

For Your Dependent's Insurance

The Plan Sponsor may require employees to contribute toward the cost of all or part of their dependent insurance. If so, the only Eligible Dependent who may become insured before You agree to those contributions is Your newborn Child. The form for this agreement may be obtained from the Plan Sponsor. If You Sign the form more than 31 days after You became eligible for dependent insurance, such Contributory insurance will be deferred until the date We approve Written Proof of Insurability for each Eligible Dependent.

Delayed Effective Date for Dependents

If any Eligible Dependent, other than a newborn child is confined at home or in a hospital or other medical facility on the date insurance would otherwise begin, the insurance will be deferred until 15 days following the end of the Eligible Dependent's confinement.

You may acquire a new Eligible Dependent while Your insurance for other Dependents is in effect. If so, the new Eligible Dependent will automatically become insured, except as noted in the next paragraph.

Your newborn Child is the only Eligible Dependent whose insurance may begin on a day that he or she is a hospital inpatient. Insurance so deferred for any other Eligible Dependent will become effective on the day he or she is discharged from the hospital.

Optional Life Insurance

Your Optional Insurance is Contributory. Coverage begins on the first day that You have completed Your Eligibility Waiting Period and are Actively at Work which is coincident with or following one of the dates below:

- If Your application to become insured is completed received by Us on or before the earliest date on which You may become insured, Your insurance will take effect on that earliest date; or
- If Your application to become insured is completed no more than 30 days after the earliest date on which You may become insured: Your insurance will take effect on that earliest date; *or*
- If Your application to become insured is completed more than 30 days after the earliest date on which You may become insured, Your insurance will take effect on the date on which We have either approved Proof of Insurability or waived, in Writing, such requirement. Any Proof of Insurability must be provided without expense to Us.

Optional Dependent Insurance

Your Optional Dependent insurance is Contributory. Coverage begins on the first day You are Actively at Work coincident with or following one of the dates below:

1. If Your application for Optional Dependent Insurance coverage is completed on or before the earliest date on which You may become insured, the insurance for Your Eligible Dependents will take effect on that earliest date; *or*
2. If Your application for Optional Dependent Insurance coverage is completed no more than 30 days after the earliest date on which You may become insured, the insurance for Your Eligible Dependents will take effect on that earliest date; *or*
3. If Your application for Optional Dependent Insurance coverage is completed more than 30 days after the earliest date on which You may become insured, the insurance for Your Eligible Dependents will take effect on the date on which We have either approved Proof of Insurability or waived, in Writing, such requirement. Any Proof of Insurability must be provided without expense to Us.

If, at the time insurance on the life of an Eligible Dependent who is not a new-born Child would otherwise take effect, such Eligible Dependent is confined at home or in a hospital or other medical facility, insurance on the life of such Eligible Dependent will not take effect until both of the following conditions have been met:

- The Eligible Dependent is not confined at home or in a hospital or other medical facility.
- The Eligible Dependent is performing the usual and customary duties or activities of an individual in good health and of the same age and sex.

AGE REDUCTIONS FOR YOUR AND YOUR SPOUSE'S COVERAGE

The following age reduction rules apply to all types of coverage for You and Your Spouse

On the anniversary of the Policy effective date which occurs on or next follows the birthday listed below, Your insurance will be reduced by a percentage of the amount of insurance calculated in accordance with the Schedule of Benefits. The percentage is indicated in the following table:

<u>Birthday</u>	<u>Benefit Percentage</u>
70	50%

Spouse insurance benefits will also reduce as shown above, based on Your age.

Reduced amounts of Life Insurance will be rounded to the next higher multiple of \$1,000 if not already such a multiple.

All insurance terminates upon Your retirement.

Changes in Insurance

Change in Class or Earnings

The amount of Your and/or Your Dependents' benefit may change if:

- You become insured under a different Class; or
- the amount of Your Annual Earnings changes.

If the change would *increase* the amount of insurance, the increase takes effect on the first day You are Actively at Work following the latest of the date:

- the change is effective; *or*
- the Plan Sponsor tells Us in Writing about a change in Class or a change in the amount of Annual Earnings; *or*
- We approve, in Writing, Proof of Insurability, if Proof of Insurability is required.

If the change would decrease Your amount of insurance, the decrease takes effect on the date of the change.

Proof of Insurability

You must give Proof of Insurability for Life coverages:

- if You pay all or part of the premium for insurance and You enroll Yourself and or Your Eligible Dependents more than 31 days after the date You become an Eligible Employee; *or*
- if Your insurance and/or Your Dependent's insurance would increase because of a change in Your Class membership or a change in the amount of Your Annual Earnings or Your election, and the Plan Sponsor does not tell Us in Writing about the change within 31 days after the change occurs; *or*
- if You pay all or part of the premium for Your insurance and/or Your Dependent's insurance and the insurance ended at Your request or because a premium was not paid by You and You or Your Eligible Dependents are re-applying for coverage; *or*
- for insurance for which You pay all or part of the premium if You or Your Eligible Dependents were entitled to coverage under the Prior Plan and You had declined coverage; *or*
- if the amount of insurance initially or subsequently applied for exceeds the Guaranteed Issue Amount of the Policy shown in the Schedule of Benefits.

We will use the Proof of Insurability form and other information You give as Proof of Insurability to determine whether You can become Insured. If the Proof of Insurability is not satisfactory to Us, the insurance for which You are required to give Proof of Insurability will not take effect. If the Proof is accepted, Your insurance will only take effect on the first of the month following the date We approve Your Proof of Insurability in Writing.

We may, at Our discretion, require that You undergo an Independent Medical Exam as part of Your Proof of Insurability.

When Insurance Ends

For Your Basic Insurance

Your Basic Life Insurance will end on the first to occur of the following dates:

1. The date Your employment terminates. For the purposes of insurance coverage Your employment will terminate when You are no longer Actively-at-Work. However, if You are not Actively-at-Work due to Illness or Injury, Your insurance will be continued in force under the Policy until the earlier of:
 - the date on which We receive Written notice from the Plan Sponsor that Your insurance is to be terminated; *or*
 - the end of the 6 month period following the date on which You were last Actively at Work;
2. the date the Policy, or your employer's agreement with us as outlined in the Policy, is terminated;
3. the day You cease to be an Insured under a Class defined in the Schedule of Benefits;
4. the date the Policy is changed to end the insurance for Your Class;
5. the last day of the period for which premium was paid, if a premium is not paid when due;
6. the date You retire;
7. the date You die;
8. the date You cease to be an Eligible Employee as defined in the Definitions section of the Policy;
9. the date You request, in Writing, for Your insurance to be terminated;

If Your insurance would end solely due to, Your no longer being Actively at Work, the Plan Sponsor may continue Your insurance during the following periods:

- until the end of the 3 months following the date You cease to be Actively-at-Work due to a temporary lay-off; *or*
- until the end of the 3 months following the date You cease to be Actively at Work due to a Leave of Absence or due to Your being called to active duty as a reservist with the U.S. Armed Forces Reserve; *or*
- during an absence from work due to a Leave of Absence that is in compliance with the Family Medical Leave Act.

Any Leave of Absence must have been authorized in Writing by Your Employer. All premiums otherwise required by the Policy must be paid in order for any continuance of insurance provision to be applicable.

If coverage is continued in accordance with the Leave of Absence provisions above, such continued coverage will cease immediately if any one or more of the following events occurs:

- the leave terminates prior to the agreed upon date.
- the Policy terminates.
- You or the Plan Sponsor fail to pay premium when due.
- the Policy no longer insures Your Class.

For Your Optional Insurance

Your Optional Life Insurance will end on the first to occur of the following dates:

1. The date Your employment terminates. For the purposes of insurance coverage Your employment will terminate when You are no longer Actively-at-Work. However, if You are not Actively-at-Work due to Illness or Injury, Your insurance will be continued in force under the Policy until the earlier of:
 - the date on which We receive Written notice from the Plan Sponsor that Your insurance is to be terminated; *or*
 - the end of the 6 month period following the date on which You were last Actively at Work;
2. the date the Policy, or your employer's agreement with us as outlined in the Policy, is terminated;
3. the day You cease to be an Insured under a Class defined in the Schedule of Benefits;
4. the date the Policy is changed to end the insurance for Your Class;
5. the last day of the period for which premium was paid, if a premium is not paid when due;
6. the date You retire;
7. the date You die;
8. the date You cease to be an Eligible Employee as defined in the Definitions section of the Policy;
9. the date You request, in Writing, for Your insurance to be terminated;

If Your insurance would end solely due to, Your no longer being Actively at Work, the Plan Sponsor may continue Your insurance during the following periods:

- until the end of the 3 months following the date You cease to be Actively-at-Work due to a temporary lay-off; *or*
- until the end of the 3 months following the date You cease to be Actively at Work due to a Leave of Absence or due to Your being called to active duty as a reservist with the U.S. Armed Forces Reserve; *or*
- during an absence from work due to a Leave of Absence that is in compliance with the Family Medical Leave Act.

Any Leave of Absence must have been authorized in Writing by Your Employer. All premiums otherwise required by the Policy must be paid in order for any continuance of insurance provision to be applicable.

If coverage is continued in accordance with the Leave of Absence provisions above, such continued coverage will cease immediately if any one or more of the following events occurs:

- the leave terminates prior to the agreed upon date.
- the Policy terminates.
- You or the Plan Sponsor fail to pay premium when due.
- the Policy no longer insures Your Class.

For Your Dependent's Insurance

Your Dependent's insurance under the Policy will end on the first to occur of the following dates:

- the date that the dependent ceases to be an Eligible Dependent as defined in the Definitions of the Policy;
- the date You cease to be insured under the Policy;
- the date You cease to be in a Class eligible for dependent coverage;
- the last day of the period for which any required premium contribution is made, if You or the Plan Sponsor fail to make any further required premium;
- the date You become insured under the Waiver of Premium provision of the Policy;
- the date that is stated in the notice that You have asked, in Writing, to have Your Eligible Dependents cease to be insured. This clause will only apply if participation in the Dependent Coverage under the Policy is at Your option; for Your Dependent Spouse, the date of his or her 70th birthday;
- the date that the Dependent starts full-time active duty with the U.S. armed forces.
- the date of Your death.

Coverage Provisions

To receive Policy benefits, You must be insured under the terms of the Policy, and as described in the When Insurance Begins and Ends section of this Certificate. Then Your amounts of insurance are determined according to the Schedule of Benefits. Some of the coverages described in this section may not be available to you. Your Schedule of Benefits shows which coverages are available to You.

Basic and Optional Life Insurance

Death Benefit

We will pay a benefit if You die while covered in accordance with the provisions of the Policy. In the event you commit suicide, Optional Life insurance will be limited as described in the Suicide provision below. Your Life Insurance benefits are payable to Your beneficiary, as determined in accordance with the Beneficiary Provisions(s) under the Policy, upon receipt of due Proof of Your death.

The benefit will be paid in one sum.

Dependent Death Benefit

We will pay a benefit if Your Insured Dependent dies while covered in accordance with the provisions of the Policy.

Dependent Life Insurance shall be payable to You if living, otherwise to Your estate, on receipt by Us at Our Administrative Office of due Proof of the death of the Insured Dependent. You will always be considered the beneficiary for Dependent Life Insurance. Payment will be made in one sum. In the event the Dependent commits suicide, Optional Life benefits will be limited as described in the Suicide provision below.

Suicide

No payment will be made with respect to the amount of Optional insurance under the Policy if You and/or any of Your Dependents commits suicide whether while sane or insane and death occurs within two years after the date on which the deceased became insured for or elected an increased amount of insurance. The two year period includes the time coverage was in force under a Prior Plan, provided the Insured's coverage was in effect up until the date of such Prior Plan's termination.

Waiver of Life Insurance Premium Benefit During Your Total Disability

This section tells how some or all of Your Life insurance can be continued without premiums if You become Totally Disabled before Your 60th birthday.

Waiver of Life Insurance Premium Benefits apply only to Your Basic and Optional life insurance coverage and does not apply to any Accidental Death and Dismemberment coverage or any Dependent coverage.

Waiver of Premium

If you become Totally Disabled while You are insured and prior to Your 60th birthday then subject to the terms of the Policy and this provision, no premium payment will be required for Your Basic and Optional Life Insurance coverage as of the date You satisfy the Elimination Period.

The amount of insurance will be the amount in effect as of the date You became Totally Disabled, subject to any reductions listed in the Age Reductions provision while You are Totally Disabled.

Premiums for Dependents' insurance coverage will not be waived.

Definitions for Waiver of Life Insurance Premium Benefit Provision:

Elimination Period is the period You must have been continuously Totally Disabled before We waive insurance premiums under this provision. The Elimination Period is the lesser of 6 months or if applicable, the period of Your continuous Total Disability preceding the date of death. The Elimination Period begins on the day that You meet the Definition of Total Disability under the Policy.

Material and Substantial Duties means job duties that:

- are normally required for the performance of Your own or any occupation; and
- cannot be reasonably omitted or modified.

Regular Care means:

- You are under the continuing care of and personally visit a Physician as frequently as is medically required according to standard medical practice, to effectively diagnose, manage and treat Your disabling condition(s); and
- You are receiving appropriate treatment and care of Your disabling conditions(s) which conforms with standard medical practice by a Physician whose specialty and clinical experience is appropriate for Your disabling condition(s) according to standard medical practice.

Totally Disabled and Total Disability mean during the Elimination Period and thereafter because of an injury or illness, You meet **both** of the following:

- You are unable to do the Material and Substantial Duties of any occupation for which You are or may become reasonably qualified by education, training, or experience; *and*
- You are receiving Regular Care from a Physician for that Injury or Illness.

The loss of a professional license, occupational license or certification does not in itself mean You are Disabled. Loss of Your occupation due to economic factors such as, but not limited to, recession, job elimination, pay cuts and job-sharing will not be considered.

You will not be considered to be Totally Disabled on any day that you meet the definition of Actively at Work.

Conversion During Waiver Application

You may apply for an individual life insurance policy under the Conversion of Life Insurance provision of the Policy, and if Your insurance terminates before You fulfill the Elimination Period under this provision or You do not meet the Definition of Total Disability under this provision, You may retain the individual life insurance policy in accordance with that policy's provisions.

However, once You have met the conditions for Waiver of Premium You must surrender the individual life insurance policy in accordance with its terms and receive a refund of Your premium payments. You may not be insured simultaneously under both this Group Policy and an individual policy issued in accordance with the Conversion of Life Insurance provision.

Proof of Total Disability

All Proof of Total Disability that We require must be given to Us at Our Administrative Office. The Proof must be satisfactory to Us.

We have the right to have You examined by a Physician of Our choosing at Our expense whenever reasonably necessary, but not more than once a year after two years of Total Disability.

Conditions

1. We must receive initial Proof of Your Total Disability no later than 12 months after the date Your Total Disability began. This Proof must be satisfactory to Us.
2. If You die prior to submitting initial Proof of Your Total Disability as required in Condition 1, Proof that Your Total Disability continued until the date of Your death must be given to Us no later than 12 months after Your death.
3. The insurance on Your life will be subject to any reductions in amount or termination of insurance included under the Group Policy as of the date You satisfy the Elimination Period which would have applied to You due to Your age if You were not Totally Disabled.

4. Any amount of insurance continued in force under this provision that becomes payable will be reduced as follows:
- By any amount paid under the terms of the Conversion provision of The Group Policy because death occurred within the 31 day period in which You were entitled to apply for a policy of individual life insurance; *or*
 - By any amount of insurance paid under a policy that was issued to You under the Conversion provision of the Group Policy after You became Totally Disabled, unless such policy was surrendered to Us without claim in exchange for a full refund of premiums paid under it.

Termination of Benefit

Your insurance continued in force under this provision will terminate on the earliest of the following.

- The date on which You cease to be Totally Disabled; *or*
- Three months after the date We request further Proof that You are still Totally Disabled if such Proof is not received within this period. We may ask for further Proof as often as We may reasonably require; *or*
- The date of Your 65th birthday; *or*
- The date You refuse to be examined by a Physician when requested; *or*
- The date on which You begin to receive retirement benefits which You are eligible to receive as a result of past employment with the Plan Sponsor or another employer whether or not the retirement benefits were funded in whole or in part by the Plan Sponsor or a previous employer or entirely by You. This also includes retirement under any federal, state municipal, or association retirement plan.

After We determine that You are Totally Disabled, Waiver of Premium for Life Insurance will not be affected by:

- termination or cancellation of the Policy by the Plan Sponsor; *or*
- termination of Your employment; *or*
- termination of Your insurance coverage under the Policy; *or*
- any amendment that is effective after the date You are Totally Disabled.

Insurance after Cessation of Total Disability

If Your insurance is continued in force under this provision and is then terminated because You cease to be Totally Disabled or fail to submit any Proof of Total Disability that is required by Us, one of the following events will occur.

- If the Policy is in force and You are in a Class of persons who may be insured under the Policy and You are Actively at Work, You will immediately become insured under the other terms of the Policy; *or*
- If the Policy is in force but either You are not in a Class of persons who may be insured under the Policy or You are not Actively at Work, You will be entitled to the same conversion rights that You would have been entitled to if Your insurance had terminated due to the termination of Your employment; *or*

- If the Policy is not in force, You will be entitled to the same conversion rights that You would have been entitled to if Your insurance had terminated due to the termination of the Policy.

The period that a conversion right will apply to as described in clauses 2 and 3 will be the 31 days following the date the insurance under this provision is terminated.

If Your insurance is continued in force under this provision and is then terminated because Your 65th birthday has occurred, You will be entitled to the same conversion rights to which You would have been entitled had Your insurance terminated because You are no longer an Insured under an eligible Class.

Accelerated Death Benefit for Basic Life

The following Accelerated Death Benefit Provision applies to Your coverage for Basic Life Insurance:

The Accelerated Death Benefit provides that a portion of the Basic Life Insurance proceeds otherwise payable under the Policy as a result of death may be paid in advance under certain circumstances. Payment is made if You are diagnosed as having a Terminal Condition, subject to the terms of the Policy and this provision. All of the following conditions will apply:

- The Insured or the Insured's legal representative must request in Writing to have this benefit paid while the Insured's insurance is in effect.
- We must be provided with the Written permission of the Insured's irrevocable beneficiary or assignee for the life insurance proceeds otherwise payable under the Policy, prior to paying this benefit. If the Insured lives in a community property state, We must have Written permission of the spouse.
- At the time of application, the Insured must be under age 60.
- Premium payments must continue, and will be based on the reduced amount of Your insurance.
- We must receive Proof satisfactory to Us that the Insured applicant has been diagnosed as having a Terminal Condition.
- The Insured must be living at the time this benefit is to be paid.
- Accelerated Benefits are payable only once with respect to any Insured.

Terminal Condition means a medical condition that a Physician expects to result in Your death within 24 months from the date of application for the Accelerated Benefit and from which You are not expected to recover.

The amount of life insurance otherwise payable on the Insured's death in accordance with the other terms of the Policy will be reduced by the amount of this benefit. Such reduction will also apply to any amount an Insured would otherwise be eligible to apply for under the Conversion provision.

If the life insurance applicable to You would otherwise reduce in accordance with the other terms of the Policy within 12 months of the date of application for this benefit, then the benefit will be based on such reduced amount. If Your insurance would otherwise terminate within 12

months of the date of application for this benefit, then the Accelerated Death Benefit will not be paid.

Payment of this benefit does not guarantee that an Insured's full death benefit will eventually be paid. Insurance must still be in force under the Policy at the time of the Insured's death for the remainder of the life insurance benefit to be paid. All limitations and exclusions under the Policy will still apply. Payment of the Accelerated Death Benefit discharges Us of all liability under the Policy to the extent of the payment.

Amount of Benefit

The Insured's Accelerated Death Benefit is an amount equal to the lesser of 75% of the amount of Basic Life Insurance to which You are entitled on the date the Insured applies in Writing for this benefit, to a maximum benefit of \$250,000.

A lesser amount of Accelerated Benefit may be elected. However, the minimum Accelerated Death Benefit We will consider for payment is \$10,000.

Payment will be made in one lump sum to You. If You have received an Accelerated Benefit and then You recover from the qualifying condition, You will not be required to refund the benefit paid to You.

Exclusions

No Accelerated Death Benefit will be payable if any of the following conditions are true:

- The Terminal Condition is directly or indirectly due to or associated with an intentional self-inflicted injury or suicide attempt whether committed while sane or insane.
- We have been notified that all or a portion of Your Life Benefits are to be paid to Your former spouse as part of a divorce agreement.
- The Terminal Condition is directly or indirectly due to or associated with the Insured committing or attempting to commit a felony, or engaging in any unlawful act or illegal occupation, or committing or provoking an unlawful act.
- The Terminal Condition is directly or indirectly due to or associated with alcohol or drug abuse.

If the Accelerated Death Benefit election is forced by creditors or government agencies, We will honor it only to the extent required by law.

We reserve the right to have You examined by one or more Physicians of Our choice in connection with any claim for Accelerated Death Benefit. Such an examination will be done at Our expense. Final determination of eligibility will be made by Us.

Accelerated Death Benefit for Optional Life

The following Accelerated Death Benefit Provision applies to Your coverage for Optional Life Insurance:

The Accelerated Death Benefit provides that a portion of the Optional Life Insurance proceeds otherwise payable under the Policy as a result of death may be paid in advance under certain circumstances. Payment is made if You are diagnosed as having a Terminal Condition, subject to the terms of the Policy and this provision. All of the following conditions will apply:

- The Insured, or the Insured's representative must request in Writing to have this benefit paid while the Insured's insurance is in effect.
- We must be provided with the Written permission of the Insured's irrevocable beneficiary or assignee for the life insurance proceeds otherwise payable under the Policy, prior to paying this benefit. If the Insured lives in a community property state, We must have Written permission of the spouse.
- At the time of application, the Insured must be under age 60.
- Premium payments must continue, and will be based on the reduced amount of Your insurance.
- We must receive Proof satisfactory to Us that the Insured applicant has been diagnosed as having a Terminal Condition.
- The Insured must be living at the time this benefit is to be paid.
- Accelerated Benefits are payable only once with respect to any Insured.

Terminal Condition means a medical condition that a Physician expects to result in Your death within 24 months from the date of application for the Accelerated Benefit and from which You are not expected to recover.

The amount of life insurance otherwise payable on the Insured's death in accordance with the other terms of the Policy will be reduced by the amount of this benefit. Such reduction will also apply to any amount an Insured would otherwise be eligible to apply for under the Conversion provision.

If the life insurance applicable to You would otherwise reduce in accordance with the other terms of the Policy within 12 months of the date of application for this benefit, then the benefit will be based on such reduced amount. If Your insurance would otherwise terminate within 12 months of the date of application for this benefit, then the Accelerated Death Benefit will not be paid.

Payment of this benefit does not guarantee that an Insured's full death benefit will eventually be paid. Insurance must still be in force under the Policy at the time of the Insured's death for the remainder of the life insurance benefit to be paid. All limitations and exclusions under the Policy will still apply. Payment of the Accelerated Death Benefit discharges Us of all liability under the Policy to the extent of the payment.

Amount of Benefit

The Insured's Accelerated Death Benefit is an amount equal to the lesser of 75% of the amount of Optional Life Insurance to which You are entitled on the date the Insured applies in Writing for this benefit, to a maximum benefit of \$250,000.

A lesser amount of Accelerated Benefit may be elected. However, the minimum Accelerated Death Benefit We will consider for payment is \$10,000.

Payment will be made in one lump sum to You. If You have received an Accelerated Benefit and then You recover from the qualifying condition, You will not be required to refund the benefit paid to You.

Exclusions

No Accelerated Death Benefit will be payable if any of the following conditions are true:

- The Terminal Condition is directly or indirectly due to or associated with an intentional self-inflicted injury or suicide attempt whether committed while sane or insane.
- We have been notified that all or a portion of Your Life Benefits are to be paid to Your former spouse as part of a divorce agreement.
- The Terminal Condition is directly or indirectly due to or associated with the Insured committing or attempting to commit a felony, or engaging in any unlawful act or illegal occupation, or committing or provoking an unlawful act.
- The Terminal Condition is directly or indirectly due to or associated with alcohol or drug abuse.

If the Accelerated Death Benefit election is forced by creditors or government agencies, We will honor it only to the extent required by law.

We reserve the right to have You examined by one or more Physicians of Our choice in connection with any claim for Accelerated Death Benefit. Such an examination will be done at Our expense.

Portability of Insurance

Insurance provided under this Benefit is not subject to The Waiver of Premium Benefit.

Benefit

Portability of insurance is the continuation of some or all of Your and Your Insured Dependent's Optional Life Insurance coverage after termination of Your employment while the Policy is in force. The premium for the Portable coverage will be determined by the Policy type, the Insured's risk classification, Our published rates in effect and the Insured's Policy age at the time of application. Premium rates will increase annually on the Insured's date of birth. The Insured must pay the Premium for the Portable coverage directly to Us. The Insured must apply for, and be eligible for, this coverage pursuant to the following terms of this provision.

Portable coverage is not available for Basic Life Insurance, or any Accidental Death and Dismemberment coverage.

Definitions for Portability provision:

Disability, for the purposes of this provision, means that the Insured is unable to work and unable to perform the substantial and material duties of any occupation for which the Insured is qualified by education, training or experience.

Group Portable Insurance Trust Policy means the trust policy under which the Portable coverage is issued. Provisions of the Portable Insurance Trust Policy may differ from the provisions of Your Plan Sponsor's Group Policy.

Period of grace with respect to payment of each premium will be 31 days after the date on which it is due. The Portable coverage will remain in force during the Period of grace unless terminated in accordance with the Termination of Policy provision. In any event, premiums are payable for any period of grace during which the Portable coverage continues in force.

Retirement Date means the date an Insured begins receiving retirement benefits which the Insured is eligible to receive as a result of past employment, whether or not the retirement benefits were funded in whole or in part by a previous employer. This also includes retirement income from any federal, state, municipal or association plan.

Policy Age means the Insured's age calculated by subtracting the year of the Insured's birth from the current year as of the date of the Insured's election.

Portable coverage is the insurance coverage provided, if applicable, by the Group Portable Insurance Trust Policy.

Who May Become Insured

The Insured must satisfy all of the following conditions in order to elect Portable coverage:

- The Insured person was insured by Us for at least 12 months.
- The Insured's Optional Life insurance provided by the other terms of the Policy has terminated due to termination of Your employment and prior to any termination of Your Class of coverage, the Policy, or Your employer's agreement with Us as outlined in the Policy.
- The Insured is under 65 years of age.
- The Insured did not terminate employment due to a Disability and has not attained his or her Retirement Date.
- Dependents will also be allowed to apply for Portable coverage so long as You elect Portable coverage and the dependent(s), insured under the Policy meet the above conditions, and are otherwise eligible under the Eligible Dependent Definition.

How and When Your and Your Insured Dependent's Insurance Will Continue

The Insured must elect by Written application to continue coverage under this provision and the Group Portable Insurance Trust Policy within the 31 day period immediately following the date on which the Insured's insurance terminated.

If the premium and application are received by Us within this period, Portable coverage will take effect on the 32nd day immediately following the date of termination.

An application to become insured must be completed on a form approved for that purpose by Us. It must be received by Us at Our Administrative Office within the 31 day time period.

Amount of Portable Coverage

The Insured's amount of Portable coverage will be no more than 100% of the amount of Optional Life insurance in effect on the date the Insured is eligible under this provision less any amount converted under the Conversion provision.

The Insured may not increase or decrease the amount of Portable coverage after election.

The amount of insurance and benefits applicable to You and Your Insured Dependents will be shown on the coverage statement that We will issue to You.

No amount or type of coverage will be eligible to be continued under this Portability option unless such amount and type of coverage is elected on the initial Written application for Portable coverage. No amount or type of coverage may be included in the Portable coverage if You were not insured for the same amount and type of coverage at the time Your employment or eligibility under the Policy terminated and You became eligible for Portable coverage.

Premium Rate Changes for Portable Coverage

We may change premium rates for Portable coverage at any time for reasons which affect Our risk assumed, including but not limited to the following:

- Changes occur in the coverage levels.
- Changes occur in the overall use of benefits by all Insured's.
- Changes occur in other risk factors.
- A new law or change in existing law occurs which affects the risk assumed.

The change in premium rates will be made on a class basis according to Our underwriting risk assessments. We will notify You in Writing at least 31 days before a premium rate is changed.

Reductions

Reductions in the amount of Portable coverage will occur in accordance with the Age Reductions outlined in this Certificate.

When Portable Coverage and Portable Coverage Eligibility Ends

Any Portable coverage in effect, and all eligibility for new Portable coverage ends on the earliest date shown below:

- On the last day of the period for which premiums have been paid in accordance with the Period of grace.
- On the date on which You request, in Writing, to have the insurance terminated.
- On the date You attain Your Retirement Date.
- On the date of the Insured's 70th birthday.
- On the date of the termination of the Group Portable Insurance Trust Policy.

The Insured or the Insured's legal representative must notify Us in Writing within 31 days after the date on which an event described above occurs.

Portable coverage that has been terminated cannot be reinstated. The Insured may have the right to convert Your Life Insurance coverage as described in the Group Portable Insurance Trust Policy.

If You elect Portable coverage and You again become an Eligible Employee of the Plan Sponsor, Your and Your Insured Dependent's Portable coverage will end when You become eligible under the Plan Sponsor's Group Policy.

Conversion of Life Insurance

Who May Convert

You will have the right to have Us issue to You an individual life insurance policy without submitting Proof of Insurability if all or part of Your insurance under the Group Policy terminates for any of the following reasons:

1. Your employment terminates while the Group Policy is in force.
2. Your membership in a Class terminates while the Group Policy is in force.
3. The Group Policy terminates. You must have been insured under the Group Policy for at least 5 years.
4. The Group Policy is amended to cancel the insurance on the Class of persons under which You were insured. You must have been insured under the Group Policy for at least 5 years.

The policy will only be issued to You if You make a Written application to Us and the first premium due for the policy is received at Our Administrative Office within 31 days of such termination or benefit reduction. This 31 day period is the conversion period. The policy will not take effect until the end of the conversion period.

If You should die during the 31 day conversion period, and prior to becoming insured under a policy again, an amount of insurance equal to the maximum amount for which You were entitled to convert will be paid as a death benefit.

The premium for the individual policy will be determined by the policy type, the risk classification to which You belong, Our published rates in effect and Your age at the time of conversion as determined from the date of your last birthday.

Individual Policies Available

The policy may be on any plan, other than term insurance, with level premiums and level death benefit, which We are then issuing. It may not include any provision for disability, waiver of premium, accelerated death benefits, accidental death or other special benefit.

Limits on the Amount of Individual Life Insurance That May Be Obtained

The amount of insurance You may select under the Conversion policy is subject to the following limits.

1. It may not be less than the minimum amount for which We then issue such a policy.
2. If You ceased to be insured because of reason 1 or 2 shown in the Who May Convert section of this provision, it may not be more than the amount of insurance that has been terminated, reduced by any amount of life insurance for which You may be or may become entitled under this or any group insurance policy within the conversion period.
3. It may not exceed the amount of insurance that has been terminated less any applicable age reductions under the Group Policy.

4. If You ceased to be insured because of reason 3 or 4 shown in the Who May Convert section of this provision, it may not be more than the smaller of the following amounts.
 - a. The amount of insurance that applied to You at the time it terminated, reduced by any amount of life insurance for which You may be or may become entitled to under any group insurance policy within the conversion period.
 - b. \$10,000
5. It may not, in any event, exceed the maximum amount of insurance You are eligible to convert as stated in clause 2 or 4 above reduced by any amount of life insurance currently in force and previously converted under the Policy.

Notice of Conversion Right

The Plan Sponsor is required to give You Written notice of Your right to convert without submitting Proof of Insurability. Written notice presented to You or mailed by the Plan Sponsor to Your last known address constitutes notice for the purpose of this paragraph. In any event, all life insurance terminates at the end of the 31 day conversion period, unless properly converted within said time.

Conversion of Dependent's Life Insurance

Who May Convert

If Your Dependent ceases to be insured under the Dependent's Insurance provision of the Group Policy, he will have the right to buy an individual life insurance policy without submitting Proof of Insurability if all or part of his insurance terminates for any of the following reasons:

1. Your employment terminates.
2. Your membership in a Class terminates while the Group Policy is in force.
3. The Group Policy terminates. The Dependent must have been insured under the Policy for at least 5 years.
4. The Group Policy is amended to cancel the insurance on the Class of persons under which You were insured. The Dependent must have been insured under the Policy for at least 5 years.
5. Your death.
6. Your Dependent ceases to be a Dependent as defined under Eligible Dependents.
7. You become subject to the terms of the Waiver of Premium provision.

The policy will be issued to Your Dependent only if a Written application and first premium due for the policy are received by Us at Our Administrative Office within 31 days of such termination or benefit reduction.

The 31 day period is the conversion period. The individual policy will not take effect until the end of this conversion period.

If Your Dependent should die during the 31 day conversion period, and prior to becoming insured under a policy again, the amount of insurance for which the Dependent was entitled to convert will be paid as a death benefit.

The premium for the individual policy will be determined by the policy type and amount, Dependent's risk classification, Our published rates in effect and the Eligible Dependent's age at the time of conversion as determined from the date of the Eligible Dependent's last birthday.

Individual Policies Available

The policy may be on any plan, other than term insurance, with level premiums and level death benefit, which We are then issuing. However, single premium term insurance may be elected for the policy's first year in force. It may not include any provision for disability, waiver of premium, accelerated death benefits, accidental death or other special benefit.

Limits on the Amount of Individual Life Insurance That May Be Obtained

The amount of insurance that the Dependent may select under the Conversion policy is subject to the following limits.

1. It may not be less than the minimum amount for which We then issue such a policy.
2. If the Dependent ceased to be insured because of reason 1, 2, 5, 6 or 7 shown in the Who May Convert section, it may not be more than the amount of insurance that has been terminated.
3. If the Dependent ceased to be insured because of reason 3 or 4 shown in the Who May Convert section, it may not be more than the smaller of the following amounts.
 - a. The amount of insurance that applied to the Dependent at the time it terminated, reduced by any amount of life insurance for which the Dependent may be or may become entitled under this or any group insurance policy within the conversion period.
 - b. \$10,000
4. It may not, in any event, exceed the maximum amount of insurance the Dependent is eligible to convert as stated in clause 2 or 3 above reduced by any amount of life insurance currently in force and previously converted under the Group Policy.

Notice of Conversion Right

The Plan Sponsor is required to give an Insured Written notice of the right to convert without submitting Proof of Insurability. Written notice presented to the Insured or mailed by the Plan Sponsor to the last known address constitutes notice for the purpose of this paragraph. In any event, all life insurance terminates at the end of the 31 day conversion period, unless properly converted within said time.

Accidental Death and Dismemberment Insurance Benefits

Payment for any Accidental Death and Dismemberment Insurance benefit will be subject to all of the following conditions:

- The Loss is caused solely by an Accident.
- The Loss is not excluded by the terms of the Exclusions section of this provision.
- The Accident must occur while You are insured under this provision.
- The Loss must occur within 365 days after the date on which the Accident occurred, unless otherwise specified.
- The maximum amount payable will be subject to the terms of the Limitations section of this provision.

We may, at Our expense, require an Insured to undergo an Independent Medical Exam so that We may determine that the Insured is eligible for benefits under the Policy or under any Additional Benefit or Additional Provision.

Additional Definitions For Accidental Death and Dismemberment Insurance

The following definitions apply to the Accidental Death and Dismemberment Policy provisions and benefits, as well as any Additional Benefits or Provisions for Accidental Death and Dismemberment.

Loss means a benefit from the Schedule of Losses for Basic and/or Optional Accidental Death and Dismemberment which is payable under the Policy's terms and conditions. To be considered for Accidental Death and Dismemberment benefits, a Loss must occur within 365 days of the Accident, unless otherwise specified.

In addition, **Loss** means, with regard to:

- An arm, leg, hand or foot, complete severance at or above the wrist or at or above the ankle.
- A thumb and index finger or all four fingers of one hand, complete severance at or above the metacarpophalangeal joints.
- Toes, complete severance at or above the metatarsophalangeal joints.
- An eye, the total and irrecoverable loss of sight.
- Speech, the complete and irrecoverable loss of speech.
- Hearing, the complete and irrecoverable loss of hearing.
- Quadriplegia, the total paralysis of both upper and lower limbs provided the loss is continuous for 12 consecutive months from the date of the loss.
- Paraplegia, the total paralysis of both lower limbs provided the loss is continuous for 12 consecutive months from the date of the loss.
- Hemiplegia, the total paralysis of upper and lower limbs on one side of the body provided the loss is continuous for 12 consecutive months from the date of the loss.
- Uniplegia, the total paralysis of one limb provided the loss is continuous for 12 consecutive months from the date of the loss.

Principal Sum is the amount which applies to the Insured under the applicable Amount of Insurance provision at the time of the Accident.

Basic Accidental Death and Dismemberment Benefits

We will pay the amount described in the Schedule of Losses if You suffer a covered Loss due to an Accidental Injury, subject to all of the terms and limitations of the Policy:

Schedule of Losses

<u>Nature of Loss</u>	<u>Amount Payable</u>
Life.....	The Principal Sum
The sight of both eyes.....	The Principal Sum
Either both hands <u>or</u> both feet.....	The Principal Sum
One hand <u>and</u> one foot.....	The Principal Sum
The sight of one eye <u>and</u> either one hand <u>or</u> one foot.....	The Principal Sum
Speech <u>and</u> hearing in both ears.....	The Principal Sum
Either one hand <u>or</u> one foot.....	One-half of the Principal Sum
The sight of one eye.....	One-half of the Principal Sum
Speech <u>or</u> hearing in both ears.....	One-half of the Principal Sum
Both the thumb <u>and</u> index finger of one hand.....	One-quarter of the Principal Sum
Both thumbs of both hands.....	One-quarter of the Principal Sum
All four fingers of one hand.....	One-quarter of the Principal Sum
All of the toes of one foot.....	One-eighth of the Principal Sum
Quadriplegia.....	The Principal Sum
Paraplegia.....	The Principal Sum
Hemiplegia.....	The Principal Sum
Uniplegia.....	One-quarter of the Principal Sum

Optional Accidental Death and Dismemberment Benefits

We will pay the amount described in the Schedule of Losses if You suffer a covered Loss due to an Accidental Injury, subject to all of the terms and limitations of the Policy:

Schedule of Losses

<u>Nature of Loss</u>	<u>Amount Payable</u>
Life.....	The Principal Sum
The sight of both eyes.....	The Principal Sum
Either both hands <u>or</u> both feet.....	The Principal Sum
One hand <u>and</u> one foot.....	The Principal Sum
The sight of one eye <u>and</u> either one hand <u>or</u> one foot.....	The Principal Sum
Speech <u>and</u> hearing in both ears.....	The Principal Sum
Either one hand <u>or</u> one foot.....	One-half of the Principal Sum
The sight of one eye.....	One-half of the Principal Sum

Speech <u>or</u> hearing in both ears	One-half of the Principal Sum
Both the thumb <u>and</u> index finger of one hand.....	One-quarter of the Principal Sum
Both thumbs of both hands	One-quarter of the Principal Sum
All four fingers of one hand.....	One-quarter of the Principal Sum
All of the toes of one foot	One-eighth of the Principal Sum
Quadriplegia.....	The Principal Sum
Paraplegia.....	The Principal Sum
Hemiplegia.....	The Principal Sum
Uniplegia.....	One-quarter of the Principal Sum

Any amount payable for Accidental Death and Dismemberment Benefits will be paid to You, except in the case of Your Loss of life, in which case, payment will be made to Your beneficiary, as determined in accordance with the Beneficiary Provision(s) under the Policy.

The benefit will be payable when We receive due Proof of a Loss. Your Principal Sum for Accidental Death and Dismemberment insurance is shown in the Schedule of Benefits. The benefit to be paid is the amount from the Schedule of Losses for Basic and/or Optional Accidental Death and Dismemberment subject to any conditions or reductions of the Policy. If, as the result of any one Accident, an Insured suffers more than one of the Losses shown in the Schedule of Losses with respect to any one limb, payment will be made only for the Loss for which the largest amount is payable. The total maximum amount payable for all Losses will not exceed the Insured's Principal Sum unless otherwise specified by any applicable Additional Benefit or Additional Provision.

No Right to Convert

If You or Your Dependent's Basic or Optional Accidental Death and Dismemberment Insurance ceases or is reduced, You can not "convert" that group insurance to an individual policy.

Exclusions for Accidental Death & Dismemberment

The following exclusions apply to any and all Accidental Death & Dismemberment Benefits, including any Additional Benefits or Additional Provisions, unless otherwise specifically referenced.

No payment will be made for any Accidental Death and Dismemberment Benefit or under any Additional Benefit or Additional Provision for any death or Loss that results from or was caused by any one or more of the following:

- Bodily or mental infirmity or illness or disease of any kind, or any medical or surgical treatment, diagnostic or preventative care (unless the treatment or care is provided in connection with a Loss.)
- Suicide, attempted suicide or self-inflicted injury while sane or insane.
- Committing or attempting to commit a felony, or engaging in any unlawful act or illegal occupation, or committing or provoking an unlawful act.
- An act or accident of war, declared or undeclared, whether civil or international, or any substantial armed conflict between organized forces of a military nature.
- Participation in any riot or violent disorder.
- An infection unless caused by an Injury or Accidental ingestion of a contaminated substance.
- If the Accident is the result of being under the influence of any drug, narcotic, intoxicant or chemical, unless administered by or taken according to the advice of a Physician.
- If the Accident is the result of being intoxicated. "Intoxication" under this exclusion means being legally intoxicated as determined by the laws of the jurisdiction where the Accident occurred. Conviction is not necessary for determination of being intoxicated.
- Travel or flight in any aircraft except solely as a passenger in a powered civil aircraft having a valid and current airworthiness certificate and operated by a duly licensed or certified pilot while such aircraft is being used for the sole purpose of transportation only. Parachuting or descent from any aircraft in flight will be deemed to be part of such flight.
- Taking part in the sports of parachute jumping, sky diving or hang gliding.
- Riding, driving, or testing a motorized vehicle used in a race or speed contest.
- Any period while an Insured is confined to a penal or correctional institution.
- Any Loss or Injury which occurs while in the course of operating any Motorized Vehicle if Your blood alcohol concentration is in excess of the legal limit in the jurisdiction in which the Accident occurred.
- Any Loss or Injury which is the result of operating any Motorized Vehicle while under the influence of any intoxicant or intoxicating drug whether or not prescribed by a physician.

Motorized Vehicle for the purpose of this provision means any self-propelled vehicle or conveyance, including but not limited to automobiles, trucks, motorcycles, ATV's, snow mobiles; tractors, golf carts, motorized scooters, lawn mowers, heavy equipment used for excavating, boats, and personal watercraft. "Motorized Vehicle" does not include a medically necessary motorized wheelchair.

Additional Benefits

ADDITIONAL BENEFIT FOR CHILD EDUCATION

If a benefit due to Your Accidental Loss of life becomes payable under the Policy, We will reimburse the reasonable and necessary expenses actually incurred according to the Additional Benefit stated below for each Dependent Child who is enrolled as a full-time student and is under the age of 25 on the date of Your death:

The Child must be:

- in an Accredited Institution for higher learning above the secondary school level; or
- at the secondary school level but who will enroll as full-time student(s) in an Accredited Institution for higher learning within 365 days after the date of Your death.

Accredited Institution for higher learning means any university, college or trade school which is accredited by a regional accrediting agency that is recognized by the United States Department of Education.

The maximum Additional Benefit for Child Education will be the lowest of the following amounts:

- 1 ¼% of Your Principal Sum per year for each Dependent Child;
- \$3,500 per year for each Dependent Child;
- \$20,000 for all Dependent Children and all years;
- The amount of expense actually incurred.

In addition, the Additional Benefit will not exceed a maximum of 4 years, which must run consecutively from Your date of death, with respect to any one Dependent Child.

The Additional Benefit will be reimbursed annually upon receipt of satisfactory Proof that the Dependent Child is attending an Accredited Institution for higher learning as a full-time student, but reimbursement will not be made for expenses incurred prior to Your death, or for room, board or other ordinary living, traveling or clothing expenses.

In the event the Dependent Child satisfies the requirements indicated above and has reached the age of legal majority, such Child will be deemed the beneficiary with respect to benefits payable under this Additional Benefit. If the Dependent Child satisfies the requirements indicated above, and has not yet reached the age of legal majority, the benefit will be payable annually to the legal guardian of the estate of the Dependent Child, until such Child reaches the age of legal majority.

ADDITIONAL BENEFIT FOR REPATRIATION

If You sustain Accidental Loss of life more than 75 miles from Your normal place of residence and indemnity for such Loss becomes payable under the terms of the Policy, We will reimburse expenses incurred for the transportation of the body of the deceased person, subject to all of the terms and limitations of the Policy and all of the following conditions:

- Reimbursement for all expenses under this Additional Benefit will not exceed \$5,000; and
- Eligible expenses will include transportation of the body, and charges directly related to the preparation of the body for such transportation; and
- Transportation of the body will be to the first resting place (including, but not limited to, a funeral home or the place of interment) in proximity to the normal place of residence of the deceased; and
- Satisfactory Proof of the actual expenses will be required at the time of claim.

The Additional Benefit will be paid to Your beneficiary, as determined in accordance with the Beneficiary Provision(s) under the Policy.

ADDITIONAL BENEFIT FOR SEAT BELT AND AIR BAG

If a benefit due to Your Accidental Loss of life becomes payable under the terms of the Policy, We will pay an Additional Benefit, called the Seat Belt and Air Bag Benefit, if You were wearing a Seat Belt and the Automobile was equipped with Air Bag(s) at the time of the Accident, subject to all of the terms and limitations of the Policy and all of the following conditions:

- The Seat Belt Benefit equals the lesser of (i) \$15,000 or (ii) 10% of the amount of the Accidental Death and Dismemberment Insurance Benefit paid because of Your Accidental death in accordance with the Schedule of Losses.
- The Air Bag Benefit equals the lesser of (i) \$10,000 or (ii) 10% of the amount of the Accidental Death and Dismemberment Insurance Benefit paid because of Your Accidental death in accordance with the Schedule of Losses.
- Satisfactory Proof that Your death resulted from an Automobile Accident independent of all other causes, and that the Insured was wearing a seat belt at the time of the Accident must be received at the time of claim. Proof that the Automobile was equipped with Air Bags may also be required.
- No payment will be made for an Air Bag Benefit if at the time of the Accident the Insured was not in a seat for which the Automobile provided an Air Bag, and wearing a Seat Belt.
- A copy of the police accident report must be submitted with the claim. The report must certify the position of the Seat Belt.
- No payment will be made for the Seat Belt or Air Bag benefit for any Insured who is driving or riding as a passenger if:
 - the blood alcohol of the driver or operator of the Automobile is in excess of the legal limit in the jurisdiction in which the Accident occurred; or

- the use of any intoxicant or drug by the driver or operator of the Automobile is determined to be a contributing cause of the Accident, whether or not the intoxicant or drug was prescribed by a Physician.

The Additional Benefit for Seat Belt and Air Bag will be payable to Your beneficiary, as determined in accordance with the Beneficiary Provision(s) under the Policy.

For the purposes of this Additional Benefit:

Seat Belt means a properly installed seat belt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration.

Automobile means a motor vehicle licensed for use on public highways which is a self-propelled passenger vehicle that has four wheels and an internal combustion engine. It may include electric passenger vehicles and certain hybrids. It excludes all other motorized vehicles.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the Automobile that inflates upon collision to protect an individual from Injury and death.

ADDITIONAL BENEFIT FOR COMA

If an Accidental Injury which results in a Loss payable under the terms of the Policy causes You to be in a Coma continuously for at least 31 days We will pay an Additional Benefit. The Additional Benefit for Coma will be payable annually for each month of continuous Coma, but in no event more than 8 years on behalf of You. No Additional Benefit for Coma will be payable after the comatose condition has ceased, whether by death, recovery or any other change of condition. The Additional Benefit will be 1% of the Principal Sum for each month that You are in a Coma. In no event shall the total amount paid for all Accidental Death and Dismemberment Benefits for an Insured exceed the Principal Sum.

The Coma Benefit will be paid to the legally appointed guardian or conservator of Your finances.

If, after qualifying for an Additional Benefit, You suffer another Loss covered under the terms of the Policy, due to the same Accident that caused the comatose condition, the benefit paid for such other Loss will be the benefit stated in the Schedule of Losses reduced by the total amount of benefits paid, including the Additional Benefit for Coma which has been paid, with respect to You as a result of that Accident. If You continue to qualify for an Additional Benefit for Coma after such other loss, the amount of Additional Benefit for Coma paid annually will be redetermined in accordance with the calculation stated above. Only one Coma Benefit will be paid for any one month of Coma, regardless of the number of injuries contributing to or causing the Coma.

We will require monthly Proof of the continuing Comatose condition. We retain the right to investigate to determine whether the Comatose condition exists and continues.

The Coma Benefit will be calculated at 1/30th of the monthly Coma Benefit for each day during a period of coma of less than a full month.

Coma and **Comatose** mean, for the purposes of this provision, a profound state of unconsciousness from which You cannot be aroused to consciousness, even by powerful stimulation, as determined by a Physician. You must be confined in a medical facility during a coma.

ADDITIONAL BENEFIT FOR COMMON CARRIER ACCIDENT

If You sustain an Accidental Injury which results in a Loss payable under the terms of the Policy, an Additional Benefit of 25% of the Principal Sum will be paid, if Your Injury is sustained while You are boarding, riding, or exiting as a fare-paying passenger in a Common Carrier.

Common Carrier means a government licensed and regulated entity that is in the business of transporting fare paying passengers. The term Common Carrier does not include:

- chartered or other privately arranged transportation; or
- taxis; or
- limousines.

General Provisions

Assignment

As part of Your estate plan, You may wish to assign ownership of any death benefits to someone else. The Policy allows assignment of all present and future right, title, interest and incidents of ownership as to: (a) any life insurance; (b) any disability provision of life insurance; and (c) any Accidental death insurance under the Policy. The assignment will include, but is not limited to, the rights: (a) to make any contribution required to keep the insurance in force; (b) to exercise any conversion privilege; and (c) to change the beneficiary named.

No assignment of rights, title, interest and incidents, of ownership will be binding on Us unless and until the original of the form documenting the assignment, or a true copy of it is received and acknowledged by Us at our Administrative Office.

We will have no responsibility:

- for the validity or effect of any assignment; or
- to provide any assignee with notices which We may be obligated to provide to You.

Currency

All payments made to or by Us will be made in United States dollars.

Class Membership

Insured's may be covered under only one Class at any time.

Misrepresentation

Any statement You make in an application to become insured is a representation and not a warranty. No representation made by You in an application to become insured will be used to reduce or deny Your claim or contest the validity of Your insurance unless:

- Your insurance would not have been approved except for Your misrepresentation; *and*
- Your misrepresentation is contained in a written instrument Signed by You; *and*
- We give You or Your Dependents a copy of the written instrument that contains Your misrepresentation.

Incontestability

We will not use misrepresentations made by an Insured in a written application to contest the validity of the insurance with respect to which such statement was made, after such insurance has been in force prior to the contest for a period of two years during the Insured's lifetime, unless the misrepresentations are fraudulent. This section does not prevent Us from using at any time a defense based on:

- non-payment of premium; *or*
- any other provision of the Policy; *or*
- any other defense that is allowed by law.

Misstatement of Age or Other Facts

If Your age or any other fact was misstated, We will use the correct facts to determine whether You are Insured and if so, for what amount and duration.

In addition, the life insurance premium rate will be adjusted so that the premium paid would have been correct for Your or Your Spouse's actual age. We may make this change back to the date coverage became effective based on the misstated information.

Errors

You must be properly Insured under the Policy. An error or omission by the Plan Sponsor or by Us will not cause You to become Insured. An error or omission by the Plan Sponsor or by Us will not cancel insurance that should continue nor continue insurance that should end. The requirements of the Policy must be properly met for any change in the amount of Your insurance to take effect. We have the right to full recovery of any overpayments made. Such reimbursement will be required regardless of whether the overpayment occurred due to an error by Us, or by an Insured or Insured's representative or beneficiary, or the Plan Sponsor.

Agency

The Plan Sponsor or employer and any administrator appointed by the Plan Sponsor or employer shall not be considered Our agents for any purpose. We are not liable for any of their acts or omissions.

Changes to Policy

The Policy may be amended at any time by written agreement between the Plan Sponsor and Us, without the consent of or notice to any other individual. Any amendment to the Policy must be in Writing and be attached to it. The amendment must bear the signature or a reproduction of the signature of the President, a Vice President, or Secretary of Our company.

If a person who is otherwise eligible for insurance is not Actively at Work on the Effective Date of the amendment, the effective date with respect to that person will be on the date that he is again Actively at Work. However, if the amendment reduces the amount of insurance to which the person is entitled, the effective date will be the effective date of the amendment.

It is understood that, if the Policy is amended during a person's continuous period of Disability, the amendment will have no effect on the amount of his insurance during that same continuous period of Disability.

Enforcement of Policy Terms

If at any time We do not enforce a provision of the Policy, We will still retain Our right to enforce that provision at Our option after providing notice.

Claims and Payment Provisions

How To Claim Benefits

Due written Proof of claim is required in order to receive benefits under the Policy. Claim forms are available to You or Your beneficiary on request to the Plan Sponsor. For prompt payment, it is necessary that the claim form be completed in full. For a claim for loss of life, a certified copy of the death certificate must be provided to Us.

Notice of Claim

Notice of a claim must be given within 90 days after a covered Loss starts. If this is not reasonably possible, notice must be given as soon as it becomes reasonably possible. Reference to a “loss” in this provision, and the provisions below, means that an event occurred or an expense was incurred for which a benefit is payable under the Policy. Written notice can be given to Us at Our Administrative office or to Our agent. The notice must identify You along with Your Group Policy number, and the name and address of the Claimant.

For a Waiver of Premium claim for loss due to disability, You must notify Us immediately if You return to work in any capacity.

Claim Forms

When We receive the notice of claim, We will send the Claimant forms for filing Proof of Loss. The needed forms may also be obtained from the Plan Sponsor. If these forms are not given to the Claimant within 15 days, the Claimant will meet the Proof of Loss requirements by giving Us a Written statement of the nature and extent of the Loss within the time limit stated in the Proof of Loss section.

Proof of Loss

Due Written Proof of Loss must be given to Us within 90 days after such Loss. Failure to furnish the Proof within that time shall not invalidate or reduce the claim if it was not reasonably possible to give Proof within such time, provided such Proof is given as soon as it becomes reasonably possible. But, unless delayed by the Claimant’s legal incapacity, the required Proof must be furnished within 2 years of the specified time.

Filing Claim Forms

The Proof of Loss claim forms contain instructions as to how they should be completed and where they should be sent. Claimants should be sure to fully complete the forms. Incomplete forms may delay the processing of the claim.

Time Of Payment Of Claim

Indemnities payable under the Policy for any Loss will be paid as they accrue immediately upon receipt of due Written Proof of Loss.

Payment of Claims

Any covered benefit for Your Loss of life will be payable in accordance with Your Written beneficiary designation, subject to the Policy's provisions and applicable law. Covered benefits for all other Losses are payable to You.

Beneficiary Provisions

Designated Beneficiary Provision

The beneficiary is the person or persons You designate to receive any benefit payable because of Your death. The designation must be made in a Written statement on a form approved by Us.

You may change beneficiaries at any time, subject to applicable law. To do so, You must provide a Written statement on a new form.

Any designation or change of beneficiary will be effective on the date of its execution, regardless of whether or not You are living at the time it is given to Us. In the event You die before any designation or change is recorded, any death benefit We may have already paid will be deducted from the amount payable to a newly named beneficiary. A beneficiary may not be changed by a Power of Attorney.

If You designate more than one person to share any death benefit, You should specify on the form how the benefit is to be divided among them. Otherwise, they will share the benefit equally. All rights of any beneficiary cease if he or she dies before You do.

Alternate Payment Beneficiary Provision

The interests of a beneficiary who dies before You will accrue to the surviving beneficiaries. However, if for all or part of Your insurance, no beneficiary has been properly designated in accordance with the Policy provisions and applicable law, the amount of Your insurance for which there is no beneficiary will be payable in equal shares to the first of the following categories of surviving beneficiaries:

- Legal Spouse;
- Natural and legally adopted children;
- Mother and Father;
- Brother and Sister;
- Estate.

If the Insured and the beneficiary die from the same accident, and the order of deaths cannot be determined, We will pay the benefit as though the Insured survived the beneficiary.

Release for Payment

It may be that one or more persons have incurred expenses for an Insured's fatal condition or burial. If, in Our judgment this is true, We may apply part of any death benefit toward reimbursement of such persons. But the total amount of death benefit so applied shall not be more than \$500. Then, the beneficiary for the payment will receive only the unpaid balance of the death benefit.

It may happen that the person to be paid a benefit (called the “payee”) is legally unable to execute a valid release for payment. If a payee is unable to execute a valid release, We may:

- pay any providers on whose charges the claim is based toward satisfaction of those charges; or
- pay any person or institution that has assumed custody and principal support of the payee. This will not be done, though, after claim is made by the payee’s duly appointed legal representative.

If the payee dies while any accrued benefits remain unpaid, We may pay any provider on whose charges the claim is based toward satisfaction of those charges. Then, any benefits that still remain unpaid can be paid to anyone related to You by blood or marriage.

The payments under this Release for Payment provision may be made at Our discretion, subject to applicable law, and will not exceed a total of \$500. We will be discharged to the extent of any payments made in good faith under this provision.

If any person who is to receive a benefit payment is a minor or is not legally competent, then the benefit payment will be made to the legally appointed guardian of the person’s estate.

Physical Examinations

We shall have the right and opportunity to have any Insured person whose Injury or Illness is the basis of a claim undergo an Independent Medical Exam. This may be done when and as often as We may reasonably require. If the person has died, We may require an autopsy, unless it is prohibited by law. Such examination or autopsy will be at Our expense.

Proof Of Continuing Disability for Waiver of Premium

From time to time You must give Proof satisfactory to Us at Your expense that You are still Disabled. We will ask You for this Proof at reasonable intervals. We will stop Waiver of Premium Benefits if You do not give Proof satisfactory to Us that You are still Totally Disabled. We may require You to provide Us with the name and address for any Hospital, health facility or institution where You received treatment, including all attending physicians, and to give us Your Written authorization to obtain additional medical information, including but not limited to complete copies of medical records. We may investigate Your claim at any time.

Proof Of Financial Loss

For any benefit which is based upon determination of a person’s financial loss, We shall have the right to require Written Proof of financial loss. This includes, but is not limited to:

- statements of income;
- tax returns, tax statements, and accountants' statements; and
- any other Proof that We may reasonably require.

We may perform financial audits at Our expense as often as We may reasonably require. Payment of benefits may be contingent upon Proof of financial loss being satisfactory to Us.

Legal Actions

No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after Written Proof of Loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of 3 years after the time Written Proof of Loss is required by the above terms. Legal action with respect to a claim that has been denied, in whole or in part, shall be contingent upon having obtained Our reconsideration of that claim, as explained below.

Reconsideration Of A Denied Claim

Claims for benefits other than Waiver of Premium.

If You or Your beneficiary's claim for benefits is totally or partially denied, We will provide a Written notice. The notice will give the reasons for denial. If a Claimant does not agree with the reasons given, the Claimant may request reconsideration of the claim.

To do so, the Claimant must write to Us within the 60 days after receipt of the notice of denial. The Claimant should indicate why he believes the claim was improperly denied, and include any additional information, data, questions or comments which he or she thinks are appropriate. Unless We request additional information, the Claimant will be advised of Our decision within 60 days after the Written request for reconsideration is received.

Our name and address for correspondence regarding claims appear in this Certificate. Our name and address will also be on the initial notice of denial and any subsequent correspondence from Us.

Claims for Waiver of Premium

A decision for a Waiver of Premium claim will be made by Us within 45 days of the date the claim is filed.

Under special circumstances, this decision may take up to another 60 days. You will be notified and the reason for the delay will be explained to You. The decision will be sent to You in Writing.

If You do not understand Our decision or You are not satisfied with it, You may request a review of the denied claim within 180 days of receipt of Written notice that Your claim has been denied. You may also review the pertinent documents and submit comments in Writing.

A decision must be made within 45 days after the request for review is made, unless circumstances of the claim require an extension, in which event the decision will be made as soon as possible, but not longer than 90 days after the request for review is made.

The decision will be in Writing and will include the reasons for the decision with reference to those Policy provisions on which it is based.

Release of Information

You and Your Dependent(s) agree that We may request, and anyone may give to Us, any information, (including copies of records) about an Insured's Illness or Injury for which benefits are claimed and that We may give similar information if requested to anyone providing similar benefits to an Insured.

CLAIMS DISCLOSURE NOTICE REQUIRED BY ERISA
Life and AD&D Insurance

The Certificate contains information on reporting claims, including the time limitations on submitting a claim. Claim forms may be obtained from the Plan Administrator or UNICARE. In addition to this information, if this plan is subject to ERISA, ERISA applies some additional claim procedure rules. The additional rules required by ERISA are set forth below. To the extent that the ERISA claim procedure rules are more beneficial to you, they will apply in place of any similar claim procedure rules included in the certificate.

UNICARE must notify you, within 90 days after they receive your claim for benefits, that they have it and what they determine your benefits to be. If they need more than 90 days to determine your benefits, due to reasons beyond their control, they must notify you within that 90 day period that they need more time to determine your benefits. But, in any case, even with an extension, they cannot take more than 180 days to determine your benefits.

If your claim is denied in whole or in part, you will receive a written notice of the denial within 90 days after UNICARE has all the information they need to process your claim, if the information is received in a timely manner. (The 90 day period may be extended up to a total of 180 days if they need more time to process your claim for reasons beyond their control.) The written notice will explain the reason for the adverse benefit determination and the plan provisions upon which the adverse benefit determination was made. You have 60 days to appeal their adverse benefit determination. Your appeal must be in writing. Within 60 days after they receive your appeal, they must notify you of their decision about it. Their notice to you of their decision will be in writing.

Note: You, your beneficiary, or a duly authorized representative may appeal any denial of a claim for benefits with UNICARE and request a review of the denial. In connection with such a request:

- Documents pertinent to the administration of the Plan may be reviewed free of charge; and
- Issues outlining the basis of the appeal may be submitted.

You may have representation throughout the appeal and review procedure.



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