

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
900 SW Fifth Avenue
Portland, Oregon 97204-1282
(503) 321-7000

CERTIFICATE GROUP LIFE INSURANCE

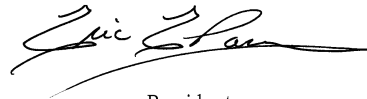
Policyholder:	State of Maryland
Policy Number:	642220-A
Effective Date:	January 1, 2003

A Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

This policy includes an Accelerated Benefit. Death benefits will be reduced if an Accelerated Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

"We", "us" and "our" mean Standard Insurance Company. "You" and "your" mean the Member. All other defined terms appear with the initial letter capitalized. Section headings, and references to them, appear in boldface type.



President

GC190-LIFE/A997/S399

Table of Contents

COVERAGE FEATURES	1
GENERAL POLICY INFORMATION.....	1
BECOMING INSURED.....	1
PREMIUM CONTRIBUTIONS	3
SCHEDULE OF INSURANCE.....	4
REDUCTIONS IN INSURANCE.....	4
OTHER BENEFITS.....	5
OTHER PROVISIONS	5
LIFE INSURANCE.....	6
A. Insuring Clause.....	6
B. Amount Of Life Insurance.....	6
C. Changes In Life Insurance	6
D. When Life Insurance Becomes Effective	6
E. When Life Insurance Ends.....	7
F. Reinstatement Of Life Insurance	8
DEPENDENTS LIFE INSURANCE.....	8
A. Insuring Clause.....	8
B. Amount Of Dependents Life Insurance	8
C. Changes In Dependents Life Insurance	8
D. Definitions For Dependents Life Insurance.....	9
E. Becoming Insured For Dependents Life Insurance	9
F. When Dependents Life Insurance Ends	10
ACTIVE WORK PROVISIONS	11
CONTINUITY OF COVERAGE.....	11
PORTABILITY OF INSURANCE.....	11
RETIREMENT CONTINUATION PROVISION.....	12
WAIVER OF PREMIUM	13
ACCELERATED BENEFIT.....	14
RIGHT TO CONVERT.....	15
CLAIMS	16
ASSIGNMENT	18
BENEFIT PAYMENT AND BENEFICIARY PROVISIONS.....	19
ALLOCATION OF AUTHORITY	20
TIME LIMITS ON LEGAL ACTIONS.....	21
INCONTESTABILITY PROVISIONS	21
CLERICAL ERROR, AGENCY, AND MISSTATEMENT	21
TERMINATION OR AMENDMENT OF THE GROUP POLICY.....	22
DEFINITIONS.....	22

Index of Defined Terms

Accelerated Benefit, 14
Active Work, Actively At Work, 11
Annual Earnings, 23
Annual Enrollment Period, 3

Beneficiary, 19

Child, 23
Class Definition, 2
Contributory, 23
Conversion Period, 16

Dependent, 9
Dependents Life Insurance, 24

Eligibility Waiting Period, 24
Employer(s), 1
Evidence Of Insurability, 24

Family Status Change, 3

Group Policy, 24
Group Policy Effective Date, 1
Group Policy Number, 1
Guarantee Issue Amount (for Dependents Life Insurance), 2

Injury, 24
Insurance (for Accelerated Benefit), 15
Insurance (for Right to Convert), 16
Insurance (for Waiver Of Premium), 13

Leave Of Absence Period, 5
Life Insurance, 24

Maximum Conversion Amount, 5
Member, 1
Minimum Time Insured, 5

Noncontributory, 24

Physician, 24
Policyholder, 1
Pregnancy, 24
Prior Plan, 24
Proof Of Loss, 17

Qualifying Event, 16
Qualifying Medical Condition, 14

Recipient, 20
Right To Convert, 15

Sickness, 24
Spouse, 24

Totally Disabled, 13

Waiting Period (for Waiver Of Premium), 13
Waiver Of Premium, 13

You, Your (for Right To Convert), 16

COVERAGE FEATURES

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL POLICY INFORMATION

Group Policy Number:	642220-A
Type of Insurance Provided:	
Life Insurance:	Yes
Dependents Life Insurance:	Yes
Policyholder:	State of Maryland
Employer (s):	State of Maryland
Group Policy Effective Date:	January 1, 2003
Policy Issued in:	Maryland

BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Requirements**. The Active Work requirement does not apply to Members who are retired on the Group Policy Effective Date. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Definition of Member:	You are a Member if you are one of the following:
	<ol style="list-style-type: none">1. An employee actively at work 20 hours per week and who is regularly paid salary or wages through an official State payroll center, including but not limited to:<ol style="list-style-type: none">a. Central Payroll Bureau;b. Mass Transit Administration;c. University of Maryland, including graduate assistants, and the Far East and European Division of the University of Maryland;2. An employee whose status is temporary pending an examination;3. An elected State official;4. The Register of Wills or an employee of the register of wills;5. The Clerk of Court or an employee of the office of clerk of court;6. A board or commission member who is regularly paid salary or wages, and who works at least 50 percent of a normal work week;

7. An employee of political subdivisions which participate in the State's health insurance program by law;
8. An employee of an agency, commission or organization permitted to participate in the State's health insurance program by law;
9. A part-time employee working 50 percent or more of the normal work week and his/her designated dependents in accordance with Regulation .4B(2) of COMAR 17.04.13.04;
10. A contracted employee eligible for benefits provided by the Employer; or,
11. An employee who retired under the employer's retirement program who is eligible to participate in the Employer's benefit plan by law.

You are not a Member if you are a full time member of the armed forces of any country.

Class Definition:

Class 1: Active Members

Class 2: Retired Members

Eligibility Waiting Period:

You are eligible on one of the following dates:

If you are a Member on the Group Policy Effective Date, you are eligible on that date.

If you become a Member after the Group Policy Effective Date, you are eligible on the date you become a Member.

Evidence of Insurability:

Evidence of Insurability is required:

- a. For reinstatements if required.
- b. For amounts in excess of the Guarantee Issue Amount for Members and Dependents eligible but not insured under the Prior Plan.
- c. For any amount of Life Insurance in excess of the Guarantee Issue Amount of \$50,000. However, this requirement is waived on the Group Policy Effective Date for an amount equal to the amount of life insurance in effect under the Prior Plan on the day before the Group Policy Effective Date, if you apply on or before the Group Policy Effective Date.
- d. For any Dependents Life Insurance Benefit in excess of the Guarantee Issue Amount of \$25,000. However, this requirement is waived on the Group Policy Effective Date for an amount equal to the amount of life insurance in effect under the Prior Plan on the day before the Group Policy Effective Date, if you apply on or before the Group Policy Effective Date.

Enrollment and Changes in Coverage:

You may enroll for Life Insurance coverage and Dependents Life Insurance coverage within 60 days after you become a Member, during an Annual Enrollment or due to a Qualifying Life Event. You may not enroll at any other time. You may increase or decrease Life Insurance and Dependents Life Insurance at Annual Enrollment or due to a Qualifying Life Event. You may not increase or decrease Life Insurance or Dependents Life Insurance at any other time.

During your Employer's Annual Enrollment Period you may apply for the following:

1. If you are not insured for Life Insurance, you may apply for Life Insurance up to the Guarantee Issue Amount. If you apply for an amount in excess of the Guarantee Issue Amount, you must provide Evidence of Insurability.
2. If you are insured for Life Insurance, you may apply for an increase in your Life Insurance up to the Guarantee Issue Amount. If you apply for an increase in excess of the Guarantee Issue Amount, you must provide Evidence of Insurability.
3. If you are insured for Life Insurance, you may apply for Dependents Life up to the Guarantee Issue Amount. If you apply for an amount in excess of the Guarantee Issue Amount for your Spouse or Child, your Spouse or Child must provide Evidence of Insurability.
4. If you are insured for Life Insurance, you may apply for an increase in Dependents Life Insurance up to the Guarantee Issue Amount. If you apply for an increase in excess of the Guarantee Issue Amount for your Spouse or Child, your Spouse or Child must provide Evidence of Insurability.

Annual Enrollment Period means the period designated each year by your Employer when you may change insurance elections.

In the event of a Qualifying Life Event you may apply for the following

1. If you are not insured for Life Insurance, you may apply for Life up to the Guarantee Issue Amount within 60 days of a Qualifying Life Event. If you apply for an increase in excess of the Guarantee Issue Amount, you must provide Evidence of Insurability.
2. If you are insured for Life Insurance, you may apply for an increase in your Life Insurance up to the Guarantee Issue Amount within 60 days of a Qualifying Life Event. If you apply for an increase in excess of the Guarantee Issue Amount, you must provide Evidence of Insurability.
3. If you are insured for Life Insurance, you may apply for Dependents Life up to the Guarantee Issue Amount within 60 days of a Qualifying Life Event. If you apply for an increase in excess of the Guarantee Issue Amount for your Spouse or Child, your Spouse or Child must provide Evidence of Insurability.
4. If you are insured for Life Insurance, you may apply for an increase in Dependents Life Insurance up to the Guarantee Issue Amount within 60 days of a Qualifying Life Event. If you apply for an increase in excess of the Guarantee Issue Amount for your Spouse or Child, your Spouse or Child must provide Evidence of Insurability.

Qualifying Life Event means a Change of Status as defined under your Employer's IRC Section 125 Cafeteria Plan. The change must be allowed by your Employer's IRC Section 125 Cafeteria Plan.

PREMIUM CONTRIBUTIONS

Life Insurance:	Contributory
Dependents Life Insurance:	Contributory

SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

You may become insured under any one option of Life Insurance if you meet the requirements to become insured under the Group Policy. Life Insurance and Dependents Life Insurance are Contributory plans requiring premium contributions from Members.

For you:

Life Insurance Benefit: You may apply for Life Insurance in multiples of \$10,000, from \$10,000 to \$300,000.

For your Spouse:

Dependents Life Insurance Benefit: You may apply for Dependents Life Insurance for your Spouse in multiples of \$5,000, from \$5,000 to a maximum of the lesser of \$150,000 or 50% of your Life Insurance Benefit.

The amount of Dependents Life Insurance for your Spouse may not exceed 50% of the amount of your Life Insurance.

For your Child:

Dependents Life Insurance Benefit: You may apply for Dependents Life Insurance for your Child(ren) in multiples of \$5,000, from \$5,000 to a maximum of the lesser of \$150,000 or 50% of your Life Insurance Benefit.

The amount of Dependents Life Insurance for your Child may not exceed 50% of the amount of your Life Insurance.

While Dependents Life Insurance is in effect, a newborn Child or newly adopted Child is automatically insured for \$5,000 during the first 60 days. However, if you do not apply to continue Dependents Life Insurance within that 60 day period, insurance for the newborn or adopted Child will end automatically at the end of that period.

REDUCTIONS IN INSURANCE

For Active Employees:

Your insurance will not be reduced due to age.

For Employees who retire on and after January 1, 1995:

If you reach an age shown below, the amount of insurance for you and your dependents will be the amount determined from the Schedule of Insurance, multiplied by the appropriate percentage below:

Life Insurance:

Age	Percentage
65 through 69	65%
70 through 74	45%
75 through 79	30%
80 and over	20%

OTHER BENEFITS

Waiver Of Premium:	Class 1: Yes
	Class 2: No
Accelerated Benefit:	Class 1: Yes
	Class 2: No

OTHER PROVISIONS

Limits on Right To Convert if
Group Policy terminates
or is amended:

Minimum Time Insured:	5 years
Maximum Conversion Amount:	\$10,000
Suicide Exclusion:	Not applicable
Leave Of Absence Period:	24 months
Insurance Eligible For Portability:	
For you:	
Life Insurance:	Yes
Minimum combined amount:	\$10,000
Maximum combined amount:	\$300,000
Annual Earnings based on:	Earnings in effect on your last full day of Active Work.

LIFE INSURANCE

A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss, as defined in the **Claims** section, satisfactory to us. Proof of Loss includes, but is not limited to, a death certificate.

B. Amount Of Life Insurance

See the **Coverage Features** for the Life Insurance schedule.

C. Changes In Life Insurance

1. Increases

You must apply in writing for any elective increase in your Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the later of:

- (i) The pay period ending date for which the first deduction for your increased amount of Life Insurance is taken following the date we approve your Evidence Of Insurability;
- (ii) The pay period ending date for which the first deduction for your increased amount of Life Insurance is taken, if your increase is due to a Qualifying Life Event; and
- (iii) The beginning of the next plan year following the date you apply, if you apply during the Annual Enrollment Period.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on:

- (i) The pay period ending date for which the first deduction for your increased amount of Life Insurance is taken, if your increase is due to a Qualifying Life Event;
- (ii) The beginning of the next plan year following the date you apply, if you apply during the Annual Enrollment Period; and
- (iii) The pay period ending date for which the first deduction for your increased amount of Life Insurance is taken, if your increase is due to a change in your classification, age or Annual Earnings.

2. Decreases

A decrease in your Life Insurance becomes effective on the next available pay period ending date following the date the Policyholder or your Employer receives and processes your written request for the decrease or following the date of a change in your classification, age or Annual Earnings.

D. When Life Insurance Becomes Effective

Your Life Insurance is Contributory.

Subject to the **Active Work Provisions**, your Life Insurance becomes effective as follows:

1. Life Insurance Subject To Evidence Of Insurability

Life Insurance subject to Evidence Of Insurability becomes effective on the later of:

- a. The pay period ending date for which the first deduction for your Life Insurance is taken following the date we approve your Evidence Of Insurability;
- b. The pay period ending date for which the first deduction for your Life Insurance is taken, if you apply due to a Qualifying Life Event; and
- c. The beginning of the next plan year following the date you apply, if you apply during the Annual Enrollment Period.

2. Life Insurance Not Subject To Evidence Of Insurability

Life Insurance not subject to Evidence Of Insurability becomes effective on:

- a. The pay period ending date for which the first deduction for your Life Insurance is taken, if you apply within 60 days of when you first become eligible for insurance;
- b. The pay period ending date for which the first deduction for your Life Insurance is taken, if you apply due to a Qualifying Life Event;
- c. The beginning of the next plan year following the date you apply, if you apply during the Annual Enrollment Period; and
- d. The pay period ending date for which the first deduction for your Life Insurance is taken, if your increase is due to a change in your classification, age or Annual Earnings.

3. Takeover Provision

- a. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.

E. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The pay period ending date for which the last deduction for Life Insurance was taken;
2. The date the Group Policy terminates;
3. The date your employment terminates, unless your insurance is continued under the **Retirement Continuation Provision**; and
4. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 3 above.
 - a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
 - b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.

- c. During the first 60 days of:
 - (i) A temporary layoff; or
 - (ii) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
- d. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
- e. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than the period shown in the **Coverage Features**.

F. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 4 below will apply.

1. If your Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
2. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again, unless you are applying for an amount up to the Guarantee Issue Amount.
3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
4. If your Life Insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

(SUIC ALL) LLLF.OT.2X

DEPENDENTS LIFE INSURANCE

A. Insuring Clause

If your Dependent dies while insured for Dependents Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Dependents Life Insurance

See the **Coverage Features** for the amount of your Dependents Life Insurance.

C. Changes In Dependents Life Insurance

a. Increases Subject To Evidence Of Insurability

An increase in your Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the later of:

- (i) The pay period ending date for which the first deduction for your Dependents Life Insurance is taken following the date we approve your Dependent's Evidence Of Insurability;
- (ii) The pay period ending date for which the first deduction for your increased amount of Dependents Life Insurance is taken, if your increase is due to a Qualifying Life Event; and
- (iii) The beginning of the next plan year following the date you apply, if you apply during the Annual Enrollment Period.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Dependent's Life Insurance not subject to Evidence Of Insurability becomes effective on:

- (i) The pay period ending date for which the first deduction for your increased amount of Dependents Life Insurance is taken, if your increase is due to a Qualifying Life Event;
- (ii) The beginning of the next plan year following the date you apply, if you apply during the Annual Enrollment Period; and
- (iii) The pay period ending date for which the first deduction for your increased amount of Dependents Life Insurance is taken, if your increase is due to a change in your classification, age or Annual Earnings.

2. Decreases

A decrease in your Dependents Life Insurance becomes effective on the next available pay period ending date for which the last deduction for Dependents Life Insurance was taken following the date the Policyholder or your Employer receives and processes your written request for the decrease or following the date of a change in your classification, age or Annual Earnings.

D. Definitions For Dependents Life Insurance

Dependent means your Spouse or Child. Dependent does not include a person who is a full-time member of the armed forces of any country.

E. Becoming Insured For Dependents Life Insurance

1. Eligibility

You become eligible to insure your Dependents on the later of:

- a. The date you become eligible for Life Insurance; and
- b. The date you first acquire a Dependent.

A Member may not be insured as both a Member and a Dependent. A Child may not be insured by more than one Member.

2. Effective Date

Dependents Life Insurance is Contributory. Subject to the **Active Work Provisions**, your Dependents Life Insurance becomes effective as follows:

a. Dependents Life Insurance Subject To Evidence Of Insurability

Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the later of:

- (i) The pay period ending date for which the first deduction for your Dependents Life Insurance is taken following the date we approve your Dependent's Evidence Of Insurability;
- (ii) The pay period ending date for which the first deduction for your Dependents Life Insurance is taken, if you apply due to a Qualifying Life Event; and
- (iii) The beginning of the next plan year following the date you apply, if you apply during the Annual Enrollment Period.

b. Dependents Life Insurance Not Subject To Evidence Of Insurability

You must apply in writing for Contributory Dependents Life Insurance and agree to pay premiums. Contributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the latest of:

- (i) The pay period ending date for which the first deduction for your Dependents Life Insurance is taken, if you apply within 60 days of when you first become eligible for insurance;
- (ii) The pay period ending date for which the first deduction for your Dependents Life Insurance is taken, if your increase is due to a Qualifying Life Event;
- (iii) The beginning of the next plan year following the date you apply, if you apply during the Annual Enrollment Period; and
- (iv) The pay period ending date for which the first deduction for your Dependents Life Insurance is taken, if your increase is due to a change in your classification, age or Annual Earnings.

c. Dependents Life Insurance for Newborn and Adopted Children

A newborn Child is automatically insured from the moment of birth. An adopted Child is automatically insured from the time of placement, including while living with you during a period of probation. However, you must apply and agree to pay premiums for Dependents Life Insurance for a newborn or adopted Child within 60 days after the date insurance under this provision is effective. If you do not apply, Dependents Life Insurance for the newborn or adopted Child will end automatically at the end of that 60 day period.

d. Takeover Provision

Each Dependent who was eligible under the Prior Plan for more than 31 days but was not insured must submit satisfactory Evidence Of Insurability to become insured for Dependents Life Insurance.

F. When Dependents Life Insurance Ends

Dependents Life Insurance ends automatically on the earliest of:

1. The date you die;
2. The date your Life Insurance ends;
3. The date the Group Policy terminates, or the date Dependents Life Insurance terminates under the Group Policy;
4. The date the last period ends for which you made a premium contribution, if your Dependents Life Insurance is Contributory;
5. For your Spouse, the date of your divorce;
6. For any Dependent, the date the Dependent ceases to be a Dependent; and
7. For a Child who is Disabled, when the medical insurer or state medical director determines the Child is no longer disabled.

(SP & CH) LL.DL.OT.2X

ACTIVE WORK PROVISIONS

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business or other location determined by your Employer.

You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

LI.AW.OT.1X

CONTINUITY OF COVERAGE

A. Waiver Of Active Work Requirement

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the Active Work requirement. See **Active Work Provisions**.

B. Payment Of Benefit

The benefits payable before you meet the Active Work requirement will be:

1. The benefits which would have been payable under the terms of the Prior Plan if it had remained in force; reduced by
2. Any benefits payable under the Prior Plan.

LI.CC.01

PORTABILITY OF INSURANCE

A. Portability Of Insurance

If your insurance under the Group Policy ends because your employment with your Employer terminates, you may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself without submitting Evidence Of Insurability. To be eligible you must satisfy the following requirements:

1. On the date your employment terminates, you must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.

(If you are unable to meet this requirement, see the **Right To Convert** and **Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.)
2. On the date your employment terminates, you are under age 65.
3. On the date your employment terminates, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.

4. You must apply in writing and pay the first premium directly to us at our Home Office within 31 days after the date your employment terminates. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

This portable group insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

B. Amount Of Portable Insurance

The minimum and maximum amounts that you are eligible to buy under the Group Life Portability Insurance Policy are shown in the **Coverage Features**. You may buy less than the maximum amounts in increments of \$1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your employment terminates.

C. When Portable Insurance Becomes Effective

Portable group insurance will become effective the day after your employment with your Employer terminates, if you apply within 31 days after the date your employment terminates.

If death occurs within 31 days after the date insurance ends under the Group Policy, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date your employment terminates and not the terms of the Group Life Portability Insurance Policy.

LL.TP.0T.1

RETIREMENT CONTINUATION PROVISION

Insurance may be continued during your retirement under your Employer's retirement program. See **Coverage Features** for the insurance which may be continued under this provision. Rules 1 through 3 below will apply.

1. You must apply in writing to the Employer for a continuation of insurance on or before the date of your retirement and agree to pay any premiums required by your Employer.
2. Insurance under this provision will end on the earliest of:
 - a. Any Premium Due Date if you fail to make the required premium contribution to your Employer on or before that date.
 - b. The date the Group Policy terminates.
 - c. For any Dependent:
 - (i) The Premium Due Date following the date the Dependent ceases to be a Dependent.
 - (ii) The date the Member's insurance ends.
3. You are not eligible for Waiver Of Premium or the Accelerated Benefit if you become Totally Disabled while your insurance is continued under this provision.

LL.RT.03X

WAIVER OF PREMIUM

A. Waiver Of Premium Benefit

Insurance will be continued without payment of premiums while you are Totally Disabled if:

1. You become Totally Disabled while insured under the Group Policy as an active Member and under age 60;
2. You complete your Waiting Period; and
3. You give us Proof Of Loss.

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice

B. Definitions For Waiver Of Premium

1. Insurance means all your insurance under the Group Policy.
2. Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.
3. Waiting Period means the 270 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

C. Premium Payment

Premium payment must continue until the later of:

1. The date you complete your Waiting Period; and
2. The date we approve your claim for Waiver Of Premium.

D. Refund Of Premiums

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become Totally Disabled. Refunds will be paid to you.

E. Amount Of Insurance

The amount of Insurance eligible for Waiver Of Premium is the amount in effect on the day before you become Totally Disabled. However, the following will apply:

1. Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before you become Totally Disabled.
2. If you become insured under a group life insurance plan that replaces the Group Policy while you are eligible for Waiver Of Premium, any death benefit payable under the Group Policy will be reduced by the amount payable under the replacement group life insurance plan.
3. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.

F. Effect Of Death During The Waiting Period

If you die during the Waiting Period and are otherwise eligible for Waiver Of Premium, the Waiting Period will be waived.

G. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

H. When Waiver Of Premium Ends

Waiver Of Premium ends on the earliest of:

1. The date you cease to be Totally Disabled;
2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;
3. The date you fail to attend an examination or cooperate with the examiner;
4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured; and
5. The date you reach age 65.

(ELIG 60_TERMS 65) LI.WP.MD.2X

ACCELERATED BENEFIT

A. Accelerated Benefit

For the purposes of the **Accelerated Benefit** provision, "you" means the Member and the Member's insured Spouse.

If you give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least \$10,000 of Insurance in effect to be eligible.

Qualifying Medical Condition means you are terminally ill as a result of an illness or physical condition which is reasonably expected to result in death within 6 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 50% of your Insurance. The maximum Accelerated Benefit is \$150,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be the greater of the amounts in (1) and (2) below; however, if you assign your rights under the Group Policy, the amount of your Insurance will be the amount in (2) below.

- (1) 10% of the amount of your Insurance as if no Accelerated Benefit had been paid; or

- (2) The amount of your Insurance as if no Accelerated Benefit had been paid; minus
The amount of the Accelerated Benefit; minus
An interest charge calculated as follows:
A times B times C divided by 365 = interest charge.
A = The amount of the Accelerated Benefit.
B = The monthly average of our variable policy loan interest rate.
C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

E. Exclusions

No Accelerated Benefit will be paid if:

1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.
4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.
5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
6. You have previously received an Accelerated Benefit under the Group Policy.

F. Definitions For Accelerated Benefit

Insurance means your Life Insurance Benefit under the Group Policy.

LI.AB.MD.1X

RIGHT TO CONVERT

A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if:

1. Your Insurance ends or is reduced due to a Qualifying Event; and
2. You apply in writing and pay us the first premium during the Conversion Period.

Except as limited under C. Limits On Right To Convert, the maximum amount you have a Right To Convert is the amount of your Insurance which ended.

B. Definitions For Right To Convert

1. Conversion Period means the 31-day period after the date of any Qualifying Event.
2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium.

3. Qualifying Event means termination or reduction of your Insurance for any reason except:
 - a. The Member's failure to make a required premium contribution.
 - b. Payment of an Accelerated Benefit.
4. You and your mean any person insured under the Group Policy.

C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, 1 and 2 below will apply.

1. You may not convert Insurance which has been in effect for less than the Minimum Time Insured. See **Coverage Features**.
2. The maximum amount you have a Right To Convert is the lesser of:
 - a. The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; and
 - b. The Maximum Conversion Amount. See **Coverage Features**.

D. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

1. A term insurance policy;
2. A universal life policy;
3. A policy with disability, accidental death, or other additional benefits; or
4. A policy in an amount less than the minimum amount we issue for the form of life insurance you select. At least one plan will be available in an amount to which you may convert.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

E. Death During The Conversion Period

If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

LI.RC.MD.1X

CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

These limits will not apply while the Member or Beneficiary lacks legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. Proof of Loss includes, but is not limited to, a death certificate. No benefits will be provided until we receive Proof Of Loss.

D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. Within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A description of any additional information needed to support the claim.
4. Information concerning the claimant's right to a review of our decision.

G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing within 60 days after receiving notice of the denial.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. Within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days. If the extension is due to the claimant's failure to

provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

If we deny any part of the claim on review, the claimant will receive a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

The Group Policy does not provide voluntary alternative dispute resolution options.

(REV PRIV WRDG) LI.CL.MD.4

ASSIGNMENT

You may make an absolute assignment of all your Life Insurance subject to 1 through 8 below.

1. All insurance under the Group Policy is assignable. Dependents Life Insurance is not assignable.
2. An absolute assignment must be irrevocable. It must transfer all rights, including:
 - a. The right to change the Beneficiary; and
 - b. The right to buy an individual life insurance policy on your life under **Right To Convert**.
 - c. The right to apply and receive an Accelerated Benefit.
3. The assignment will apply to all of your Life Insurance in effect on the date of the assignment or becoming effective after that date.
4. The assignment may be to any person other than the Policyholder.
5. The assignment will have no effect unless it is made in writing, signed by you, and delivered to the Policyholder or Employer in your lifetime. Neither we, the Policyholder, nor the Employer are responsible for the validity, sufficiency or effect of the assignment.
6. All death benefits will be paid according to the beneficiary designation on file with the Policyholder or Employer, and the **Benefit Payment And Beneficiary Provisions**.
7. The assignment will not change the Beneficiary, unless the assignee later changes the Beneficiary. Any payment we make according to the beneficiary designation on file with the Policyholder or Employer, and the **Benefit Payment and Beneficiary Provisions** will fully discharge us to the extent of the payment.
8. You may not make a collateral assignment.

You may not make an assignment which is contrary to the rules in 1 through 8 above.

LI.AS.03X

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

1. Except as provided in item 6 below, benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.
2. The benefits below will be paid to you if you are living.
 - a. Dependents Life Insurance benefits.
 - b. Accelerated Benefits.
4. Dependents Life Insurance benefits payable because of the death of your Dependent which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
 - a. The children of the Dependent.
 - b. The parents of the Dependent.
 - c. Your estate.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

You must name or change Beneficiaries in writing.

Your designation:

1. Must be dated;
2. Must be delivered to us during your lifetime;
3. Must relate to the insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered to us.

If we approve it, a designation, which meets the requirements of a Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your spouse.
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Lump Sum

If the amount payable to a Recipient is less than \$25,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$25,000 or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest;
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.

3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$25,000 or more;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

(NO FB) LI.BB.MD.3X

ALLOCATION OF AUTHORITY

Benefits will be provided only if we decide in our discretion that you are entitled to them. This discretionary authority includes determining eligibility for benefits and interpreting the terms of the Group Policy.

LI.AL.OT.1X

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

LI.TL.OT.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

Any statement made to obtain or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years during the lifetime of the insured.

B. Incontestability Of Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

LI.IN.OT.2

CLERICAL ERROR, AGENCY, AND MISSTATEMENT

A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured.
2. Invalidate insurance otherwise validly in force.
3. Continue insurance otherwise validly terminated.

B. Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent.

C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LI.CE.OT.1

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to the terms of the Life Insurance Services Contract. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and the Policyholder and given to the Policyholder for attachment to the Group Policy. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups thereof.

LI.TA.OT.1

DEFINITIONS

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see the **Coverage Features**). Annual Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
 - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangement; or
 - b. An executive nonqualified deferred compensation arrangement.
2. Shift differential pay.
3. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.

4. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
5. Any other extra compensation.

Child means:

An unmarried child of an employee until the end of the calendar year of that child's 19th birthday (or 23rd if a full time student). An unmarried child means:

1. A blood descendent of the first degree (i.e., son or daughter),
2. A legally adopted child,
3. A step-child permanently residing with the employee and supported 50% or more by the employee, or
4. A child permanently residing with the employee and supported 50% or more by the employee, if the child is descended from or placed in legal guardianship of the employee.

An unmarried child 19 years or older who is incapable of self-support because of mental or physical incapacity given that:

1. The condition leading to the incapacity began before the end of the calendar year of that child's 19th birthday (or 23rd if a full time student),
2. The incapacity is permanent as determined by the medical insurance carrier or the state medical director, and
3. The child resides permanently with the employee and is supported 50% or more by the employee.

An unmarried child who is attending an accredited educational institution full-time until the end of the calendar year in which the child turns 23 or the end of the month in which the child ceases to be a full-time student, whichever occurs first.

Contributory means you pay part of the premium for insurance.

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See **Coverage Features**.

Evidence Of Insurability means an applicant must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about the applicant's health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means the group life insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

Noncontributory means the Policyholder or Employer pays the entire premium for insurance.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married. Spouse does not include a person who is a full-time member of the armed forces of any country.

LI.DF.MD.1X

ALIC99X