

STANDARD INSURANCE COMPANY

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

CERTIFICATE GROUP LIFE INSURANCE

Policyholder:	New Mexico Public Schools Insurance Authority
Policy Number:	645549-A
Effective Date:	July 1, 2007

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.



Chairman, President and CEO

GC190-LIFE/S399

Table of Contents

COVERAGE FEATURES	1
GENERAL POLICY INFORMATION	1
BECOMING INSURED	1
PREMIUM CONTRIBUTIONS.....	3
SCHEDULE OF INSURANCE	4
REDUCTIONS IN INSURANCE	7
OTHER BENEFITS.....	7
OTHER PROVISIONS.....	8
LIFE INSURANCE.....	10
A. Insuring Clause.....	10
B. Amount Of Life Insurance	10
C. Changes In Life Insurance	10
D. Repatriation Benefit	10
E. Suicide Exclusion: Life Insurance.....	10
F. When Life Insurance Becomes Effective	11
G. When Life Insurance Ends	11
H. Reinstatement Of Life Insurance	12
DEPENDENTS LIFE INSURANCE	13
A. Insuring Clause.....	13
B. Amount Of Dependents Life Insurance	13
C. Suicide Exclusion: Dependents Life Insurance	13
D. Definitions For Dependents Life Insurance.....	13
E. Becoming Insured For Dependents Life Insurance.....	13
F. When Dependents Life Insurance Ends.....	14
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.....	14
A. Insuring Clause.....	14
B. Definition Of Loss For AD&D Insurance	15
C. Amount Payable	15
D. Changes In AD&D Insurance	15
E. AD&D Insurance Exclusions	16
F. Additional AD&D Benefits.....	16
G. Becoming Insured For AD&D Insurance.....	18
H. When AD&D Insurance Ends	19
ACTIVE WORK PROVISIONS	19
RETIREMENT CONTINUATION PROVISION.....	19
CONTINUITY OF COVERAGE	20
PORTABILITY OF INSURANCE	20
WAIVER OF PREMIUM.....	21
ACCELERATED BENEFIT.....	23
SPECIFIED DISEASE BENEFIT	24
RIGHT TO CONVERT.....	26
CLAIMS.....	27
ASSIGNMENT.....	30
BENEFIT PAYMENT AND BENEFICIARY PROVISIONS	30
ALLOCATION OF AUTHORITY	33
TIME LIMITS ON LEGAL ACTIONS	33
INCONTESTABILITY PROVISIONS.....	33
CLERICAL ERROR AND MISSTATEMENT.....	34
TERMINATION OR AMENDMENT OF THE GROUP POLICY	34
DEFINITIONS	35

Index of Defined Terms

Accelerated Benefit, 23
Active Work, Actively At Work, 19
AD&D Insurance, 35
Air Bag System, 16
Allowable Periods, 22
Annual Earnings, 35
Automobile, 16

Beneficiary, 31

Child, 35
Continuation During Total Disability, 12
Contributory, 36
Conversion Period, 27
Coronary Artery Bypass Procedure, 26

Dependent, 13
Dependents Life Insurance, 36
Disabled, 35
Domestic Partner, 36

Eligibility Waiting Period, 36
Employer(s), 1
Evidence Of Insurability, 36

Group Policy, 36
Group Policy Effective Date, 1
Group Policy Number, 1

Injury, 36
Insurance (for Accelerated Benefit), 24
Insurance (for Right to Convert), 27
Insurance (for Waiver Of Premium), 21

Life Insurance, 36

Life Threatening Cancer, 26
Loss, 15

Maximum Conversion Amount, 9
Member, 1
Minimum Time Insured, 9

Noncontributory, 36

Physician, 36
Policyholder, 1
Pregnancy, 36
Prior Plan, 36
Proof Of Loss, 28

Qualifying Event, 27
Qualifying Medical Condition, 23

Recipient, 32
Right To Convert, 26

Seat Belt System, 16
Sickness, 36
Spouse, 36
Stroke, 26

Totally Disabled, 21

Waiting Period (for Waiver Of Premium), 21
Waiver Of Premium, 21
War, 16

You, Your (for Right To Convert), 27

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:	645549-A
Type of Insurance Provided:	
Life Insurance:	Yes
Dependents Life Insurance:	Yes
Accidental Death And Dismemberment (AD&D) Insurance:	Yes
Policyholder:	New Mexico Public Schools Insurance Authority (NMPSIA)
Employer(s):	A public school district, charter school or other educational entity participating in the New Mexico Public Schools Insurance Authority (NMPSIA), whose coverage under the Group Policy has been approved by NMPSIA
Group Policy Effective Date:	July 1, 2007
Policy Issued in:	New Mexico

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 Provisions**. 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 active employee of a New Mexico Public Schools Insurance Authority (NMPSIA) participating Employer, regularly working at least the minimum number of hours per week required by your Employer, but not less than 15 hours per week;2. An active elected or appointed School Board member of an Employer;3. An employee of Clovis, Dora or Portales School District who retired under your Employer's retirement program on or after January 1, 1990, and who is less than age 70; or4. An employee of a school district other than Clovis, Dora or Portales who retired under your Employer's retirement program on or after January 1, 1990, and who is less than age 65.

You are not a Member if you are:

1. A seasonal employee.
2. A leased employee.
3. An independent contractor other than a single-bus owner operator.
4. A person serving in a substitute capacity.
5. A full time member of the armed forces of any country.

Class Definitions:

Class 1: Active elected or appointed School Board members

Class 2: Active Members other than elected or appointed School Board members

Class 3: Retired Members

Eligibility Waiting Period:

You are eligible on the date you become a Member.

Evidence of Insurability:

Required:

- a. For late application (application more than 31 days after you become eligible) for Contributory insurance other than Dependents Life Insurance for your Child, except as noted in 1. below.
- b. For reinstatements if required.
- c. For Members and Spouses eligible but not insured under the Prior Plan.
- d. For any Plan 2 Life Insurance Benefit in excess of the Guarantee Issue Amount of \$500,000.
- e. For any elective increase in Contributory insurance, except as noted below.

Note: Unless coverage is limited because evidence of insurability was not approved under the Prior Plan or the Group Policy, Evidence Of Insurability will not be required as follows, subject to the Guarantee Issue limit:

- For late application (application more than 31 days after you become eligible) for Plan 2 Life Insurance, if you apply within 31 days following: (a) a promotion that results in an increase in your Annual Earnings; or, (b) a change in your employment status from part-time to full-time that results in an increase in your Annual Earnings.
- To increase the amount of your Plan 2 Life Insurance to any higher option, if you apply for the increase within 31 days following: (a) a promotion that results in an increase in your Annual Earnings; or, (b) a change in your employment status from part-time to full-time that results in an increase in your Annual Earnings.
- If life insurance on an insured Member's eligible Spouse ends due to termination of the Spouse's employment, requirements a. and c. will be waived for Dependents Life Insurance for that Spouse, if application is made not later than 31 days following the date coverage ends. However, proof of the Spouse's coverage with the former employer that is satisfactory to us will be required.
- If Dependents Life Insurance on an insured Member's eligible Spouse who is also insured under Plan 1 Life Insurance ends due to the death of, or divorce from, the Member, Evidence Of

Insurability for late application for Plan 2 Life Insurance by the surviving or former Spouse will not be required provided that:

1. Application for Plan 2 Life Insurance is made not later than 31 days following the date the Spouse's coverage under Dependents Life Insurance ends.
 2. The amount of Plan 2 Life Insurance for which the surviving or former Spouse applies does not exceed the amount for which he or she was insured as a Dependent.
 3. Proof of the death or divorce that is satisfactory to us is provided.
- For your Spouse: For late application (application more than 31 days after you become eligible) for Dependents Life Insurance, if you apply within 31 days following: (a) a promotion that results in an increase in your Annual Earnings; or, (b) a change in your employment status from part-time to full-time that results in an increase in your Annual Earnings.

Special Enrollment Period:

Effective May 1, 2014, Evidence Of Insurability is waived for an amount of Plan 2 Life Insurance up to the Guarantee Issue Amount of \$500,000 and Dependents Life Insurance as follows:

1. You were not provided the opportunity to enroll within 31 days after you became eligible; and
2. You enroll during the period from March 17, 2014 to April 21, 2014.

The effective date of coverage elected as described above and not subject to Evidence Of Insurability is May 1, 2014.

PREMIUM CONTRIBUTIONS

Life Insurance:

Plan 1:

Classes 1 and 3:	Not applicable
Class 2:	Noncontributory

Plan 2:

All Classes:	Contributory
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AD&D Insurance:

Plan 1:

Classes 1 and 3:	Not applicable
Class 2:	Noncontributory

Plan 2:

Class 1:	Not applicable
Classes 2 and 3:	Contributory

Dependents Life Insurance:

All Classes:	Contributory
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SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:

If you are a Class 2 Member regularly working at least the minimum number of hours per week required by your Employer, but not less than 15 hours per week, you will become insured under Plan 1 if you meet the requirements to become insured under the Group Policy. Class 1 and 3 Members are not eligible for Plan 1 Life Insurance.

If you are a Class 2 Member insured under Plan 1 and regularly working at least the minimum number of hours per week required by your Employer, but not less than 20 hours per week, or with a NMPSIA Board-approved Annual Part-time Resolution 15 or more hours per week, you may also become insured under Plan 2 if you meet the requirements to become insured under Plan 2 Life Insurance under the Group Policy.

If you are a Class 1 or 3 Member, you may become insured under Plan 2 if you meet the requirements to become insured under Plan 2 Life Insurance under the Group Policy.

A Member insured under Plan 1, but not under Plan 2, may be concurrently insured as a Dependent. A Member insured under Plans 1 and 2 may not be concurrently insured as a Dependent.

Plan 2 is a Contributory plan requiring premium contributions from Members.

Plan 1:

Classes 1 and 3:	None
Class 2:	One of the following options, as chosen by your Employer: Option A: \$10,000 Option B: \$25,000 Option C: \$50,000

Note: If you are an eligible Member employed by more than one participating Employer, your Plan 1 Life Insurance Benefit will be paid only once, under the plan of the Employer that elected the highest of the available Options (\$10,000, \$25,000 or \$50,000). If all Employers elected the same Option, the benefit will be equal to the amount of that Option.

Plan 2:

Note: If you are an insured retired Member who returns to employment with the Employer and becomes eligible as an active Member, the following will apply:

- You may elect an amount of Plan 2 Life Insurance available to your active Class, or retain the Plan 2 amount for which you were insured as a retired Member on the day before you returned to employment.
- Application for any Plan 2 Life Insurance amount available to active Members must be made within 31 days of returning to employment, and Evidence Of Insurability will not be required for an amount not to exceed \$500,000 (the Guarantee Issue Amount).
- If you elect to retain the Plan 2 amount for which you were insured as a retired Member, that amount will not be subject to termination due to your age.

- If you elect to change your Plan 2 amount from the amount for which you were insured as a retired Member to a Plan 2 amount available to your active Class more than 31 days following the date you return to employment as an active Member, any increase in your benefit as a result of the change will be subject to Evidence Of Insurability.

Class 1: One of the following options, as chosen by your Employer:

Option A: \$10,000

Option B: \$25,000

Option C: \$50,000

Class 2: If your Employer chooses to offer Plan 2 Life Insurance, you may apply for an amount equal to 1, 2 or 3 times your Annual Earnings. The maximum amount is \$600,000.

Your Annual Earnings will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000.

Class 3: An amount equal to the amount of your contributory life insurance in effect under the Policyholder's group life insurance plan on the day before your retirement, but not to exceed \$300,000.

The Repatriation Benefit: The expenses incurred to transport your body to a mortuary near your primary place of residence, but not to exceed \$5,000 or 10% of the Life Insurance Benefit, whichever is less.

For your Spouse:

You must be insured for Plan 2 Life Insurance in order to insure your Spouse.

Dependents Life Insurance Benefit
for your Spouse:

Class 1: If your Employer chooses to offer Dependents Life Insurance for your Spouse, the Benefit amount is 50% of the amount of your Plan 2 Life Insurance.

Classes 2 and 3: If your Employer chooses to offer Dependents Life Insurance for your Spouse, the Benefit amount is the lesser of: (a) 50% of the amount of your Plan 2 Life Insurance, or (b) 1 times your Annual Earnings.

Your Annual Earnings will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000.

For your Child:

You must be insured for Plan 2 Life Insurance in order to insure your Child.

Dependents Life Insurance Benefit
for your Child:

All Classes: If your Employer chooses to offer Dependents Life Insurance for your Child, the Benefit amount is \$5,000.

SCHEDULE OF AD&D INSURANCE

AD&D Insurance Benefit:

Plan 1:

Classes 1 and 3: None

Class 2: The amount of your Plan 1 AD&D Insurance Benefit is equal to the amount of your Plan 1 Life Insurance Benefit.

The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.

Plan 2:

Class 1: None

Classes 2 and 3: The amount of your Plan 2 AD&D Insurance Benefit is equal to the amount of your Plan 2 Life Insurance Benefit.

The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.

Seat Belt Benefit: The amount of the Seat Belt Benefit is the lesser of (1) \$25,000; or (2) the amount of AD&D Insurance Benefit payable for Loss of your life.

Air Bag Benefit: The amount of the Air Bag Benefit is the lesser of (1) \$10,000; or (2) 10% of the amount of AD&D Insurance Benefit payable for Loss of your life.

Career Adjustment Benefit: The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of room and board, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Child Care Benefit: The total child care expense incurred by your Spouse within 36 months after the date of your death for all Children under age 13, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Higher Education Benefit: The tuition expenses incurred per Child at an accredited institution of higher education within 4 years after the date of your death, exclusive of room and board, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Line of Duty Benefit: The lesser of (1) \$50,000; or (2) 100% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss.

Occupational Assault Benefit: The lesser of (1) \$25,000; or (2) 50% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss.

Public Transportation Benefit: The lesser of (1) \$200,000; or (2) 100% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss of your life.

AD&D TABLE OF LOSSES

The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered as shown in the following table:

Loss:	Percentage Payable:
a. Life	100%
b. One hand or one foot	50%
c. Sight in one eye, speech, or hearing in both ears	50%
d. Two or more of the Losses listed in b. and c. above	100%
e. Thumb and index finger of the same hand	25%*
f. Quadriplegia	100%
g. Hemiplegia	50%
h. Paraplegia	75%
i. Coma	2% per month of the remainder of the AD&D Insurance Benefit payable for Loss of your life after reduction by any AD&D Insurance Benefit paid for any other Loss as a result of the same accident. Payments for coma will not exceed a maximum of 50 months.

No more than 100% of your AD&D Insurance will be paid for all Losses resulting from one accident.

*** No AD&D Insurance Benefit will be paid for Loss of thumb and index finger of the same hand if an AD&D Insurance Benefit is payable for the Loss of that entire hand.**

REDUCTIONS IN INSURANCE

Your insurance will not be reduced because of your age unless your insurance is subject to termination under the Waiver of Premium provision.

OTHER BENEFITS

Waiver Of Premium:

All Classes: Yes

Accelerated Benefit: Yes, for Member and Dependents

Specified Disease Benefit:

Classes 1 and 3: Not applicable

Class 2:

Plan 1 Life Insurance: Yes

Plan 2 Life Insurance:	No
Insurance Eligible For Portability:	
Class 1:	
Plan 1 Life Insurance:	Not applicable
Plan 2 Life Insurance:	Yes
Minimum amount:	\$10,000
Maximum amount:	\$300,000
Dependents Life Insurance:	Yes
For your Spouse:	
Minimum amount:	\$5,000
Maximum amount:	\$100,000
For your Child:	
Minimum amount:	\$1,000
Maximum amount:	\$5,000
Class 2:	
Life Insurance (Plans 1 and 2):	Yes
Minimum combined amount:	\$10,000
Maximum combined amount:	\$300,000
AD&D Insurance (Plans 1 and 2):	Yes
Minimum combined amount:	\$10,000
Maximum combined amount:	\$300,000
Dependents Life Insurance:	Yes
For your Spouse:	
Minimum amount:	\$5,000
Maximum amount:	\$100,000
For your Child:	
Minimum amount:	\$1,000
Maximum amount:	\$5,000
Class 3:	None

OTHER PROVISIONS

Suicide Exclusion:	Applies to:
	a. Plan 2 Life Insurance
	b. Dependents Life Insurance on your Spouse
	c. AD&D Insurance

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

Minimum Time Insured: 5 years

Maximum Conversion Amount: \$10,000

Continuity Of Coverage: Yes

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 satisfactory to us.

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 first day of the calendar month next following the date we approve your Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on the date of a change in your Annual Earnings.

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date you apply for an elective increase or the date of a change in your classification.

2. Decreases

A decrease in your Life Insurance because of a change in your Annual Earnings becomes effective on the date of the change in Annual Earnings.

A decrease in your Life Insurance because of a change in your classification becomes effective on the first day of the calendar month coinciding with or next following the date of the change in your classification.

Any other decrease in your Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date the Policyholder or your Employer receives your written request for the decrease.

D. Repatriation Benefit

The amount of the Repatriation Benefit is shown in the **Coverage Features**.

We will pay a Repatriation Benefit if all of the following requirements are met.

1. A Life Insurance Benefit is payable because of your death.
2. You die more than 150 miles from your primary place of residence.
3. Expenses are incurred to transport your body to a mortuary near your primary place of residence.

E. Suicide Exclusion: Life Insurance

If your death results from suicide or other intentionally self-inflicted Injury, while sane or insane, 1. and 2. below will apply.

1. The amount payable will exclude the amount of your Life Insurance which is subject to this suicide exclusion and which has not been continuously in effect for at least 2 years on the date of your death. In computing the 2-year period, we will include time you were insured under the Prior Plan.
2. We will refund all premiums paid for that portion of your Life Insurance which is excluded from payment under this suicide exclusion.

Please Note: An increase in the amount of your Life Insurance due to an increase in your Annual Earnings will not be subject to the Suicide Exclusion.

F. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

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 first day of the calendar month next following the date we approve your Evidence Of Insurability.

2. Life Insurance Not Subject To Evidence Of Insurability

a. Noncontributory Life Insurance

Noncontributory Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month following the date you become eligible.

b. Contributory Life Insurance

You must apply in writing for Contributory Life Insurance and authorize in writing that the premium for your coverage is to be withheld from your payroll check.

Contributory Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month following the date your Employer begins payroll deductions for your coverage.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible. See Evidence Of Insurability in the **Coverage Features** for exceptions.

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.

b. You must submit satisfactory Evidence Of Insurability to become insured for Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured. See Evidence Of Insurability in the **Coverage Features** for exceptions.

G. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium contribution was made for your insurance.
2. The date your Employer's participation under the Group Policy terminates.
3. 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 or 2 above.
 - a. From the date your employment terminates through the date the last period ends for which

a premium contribution was made for your insurance, but not longer than through the end of the month next following the month in which your employment terminates. However, if your employment terminates at the end of the school year, your insurance will be continued as shown in b. below.

- b. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
- c. While your insurance is continued under the **Retirement Continuation Provision**.
- d. While your ability to work is limited because of Sickness, Injury, or Pregnancy.

Continuation During Total Disability: If you are Totally Disabled and you are not eligible for Waiver Of Premium (See **Waiver Of Premium**), your Life Insurance will continue, while you remain Totally Disabled, for a period of twelve months, but not beyond the date the Group Policy terminates. (See **Waiver Of Premium** for definition of Total Disability.)

- e. During the first 60 days of a strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
- f. During a temporary layoff, but not longer than through the end of the third calendar month following the month in which the layoff begins.
- g. 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.
- h. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than the maximum period designated by your Employer, up to 365 days.

H. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1. through 5. 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.
- 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. Additionally, if you apply for insurance within 31 days of your return to Active Work, you will not be required to provide Evidence Of Insurability to become insured for amounts of coverage in excess of the applicable Guarantee Issue Amount that do not exceed the amounts for which you were insured on the day before your insurance ended.
- 5. If your Life Insurance ends while you are on a temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 365 days or less, you will not be required to provide Evidence Of Insurability to become insured for amounts of coverage in excess of the applicable Guarantee Issue Amount that do not exceed the amounts for which you were insured on the day before your insurance ended, if you apply for insurance within 31 days of your return to Active Work.

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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. Suicide Exclusion: Dependents Life Insurance

If a Dependent's death results from suicide or other intentionally self-inflicted Injury, while sane or insane, 1 and 2 below will apply.

1. The amount payable will exclude the amount of Dependents Life Insurance which has not been continuously in effect for at least 2 years on the date of death. In computing the 2-year period, we will include time insured under the Prior Plan.
2. We will refund all premiums paid for Dependents Life Insurance which is excluded from payment under this suicide exclusion which we determine are attributable to that Dependent.

Please Note: An increase in the amount of your Dependents Life Insurance due to an increase in your Annual Earnings will not be subject to the Suicide Exclusion.

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 your Life Insurance becomes effective; and
- b. The date you first acquire a Dependent.

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

2. Effective Date

You must apply in writing for Dependents Life Insurance and authorize in writing that the premium for your Dependent's coverage is to be withheld from your payroll check.

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 date your Plan 2 Life Insurance becomes effective; and
- ii. The first day of the calendar month next following the date we approve the Dependent's Evidence Of Insurability.

b. Dependents Life Insurance Not Subject To Evidence Of Insurability

Dependents Life Insurance not subject to Evidence Of Insurability becomes effective as follows:

- i. On the date your Plan 2 Life Insurance becomes effective, if you apply on or before that date; or
- ii. For your Spouse, if you apply after the date your Plan 2 Life Insurance becomes effective:
 - 1) On the first day of the calendar month following the date you acquired your Spouse, if you apply within 31 days after that date.
 - 2) On the first day of the calendar month following the date of (a) a promotion that results in an increase in your Annual Earnings; or, (b) a change in your employment status from part-time to full-time that results in an increase in your Annual Earnings, if you apply within 31 days after that date.
- iii. For a Child, if you apply after the date your Plan 2 Life Insurance becomes effective:
 - 3) On the date you acquired the Child, if you apply within 31 days after that date.
 - 4) On the first day of the calendar month following the date you apply, if you apply more than 31 days after the date you acquired the Child.

Late Application: Evidence Of Insurability is required for your Spouse (a) if you apply for Spouse coverage more than 31 days after you become eligible, or (b) if you apply for Spouse coverage more than 31 days after the date you acquired your Spouse.

- c. While your Dependents Life Insurance is in effect, each new Child becomes insured immediately.
- d. Takeover Provision

Each Spouse 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. Five months after you die (no premiums will be charged for your Dependents Life Insurance during this time);
2. The date your Plan 2 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;
5. For the Spouse of any Member, the last day of the month of your divorce or termination of your Domestic Partner relationship;
6. For any Dependent, the last day of the month in which the Dependent ceases to be a Dependent; and
7. For a Child who is Disabled, 90 days after we mail you a request for proof of Disability, if proof is not given.

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ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

A. Insuring Clause

If you have an accident, including accidental exposure to adverse conditions, while insured for

AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, sight, speech, hearing in both ears, thumb and index finger of the same hand, coma and Quadriplegia, Hemiplegia or Paraplegia which meets all of the following requirements:

1. Is caused solely and directly by an accident.
2. Occurs independently of all other causes.
3. Occurs within 365 days of the accident.
4. With respect to Loss of life, is evidenced by a certified copy of the death certificate.
5. With respect to coma, Loss means a profound state of mental unconsciousness with no evidence of appropriate responses to stimulation, lasting for at least 30 consecutive days.
6. With respect to all other Losses, is certified by a Physician in the appropriate specialty as determined by us.

With respect to Loss of life, death will be presumed if you disappear and the disappearance:

1. Is caused solely and directly by an accident that reasonably could have caused Loss of life;
2. Occurs independently of all other causes; and
3. Continues for a period of 365 days after the date of the accident, despite reasonable search efforts.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint, whether or not surgically reattached.

With respect to sight, Loss means entire, uncorrectable, and irrecoverable loss of sight.

With respect to speech, Loss means entire, uncorrectable, and irrecoverable loss of audible speech.

With respect to hearing, Loss means entire, uncorrectable, and irrecoverable loss of hearing in both ears.

With respect to thumb and index finger of the same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

With respect to Quadriplegia, Hemiplegia, and Paraplegia, Loss must be permanent, complete, and irreversible.

Quadriplegia means total paralysis of both upper and lower limbs. Hemiplegia means total paralysis of the upper and lower limbs on the same side of the body. Paraplegia means total paralysis of both lower limbs.

C. Amount Payable

See **Coverage Features** for the AD&D Insurance schedule. The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered. See AD&D Table Of Losses in the **Coverage Features**.

D. Changes In AD&D Insurance

Changes in your Plan 1 AD&D Insurance will become effective on the date your Plan 1 Life Insurance changes.

Changes in your Plan 2 AD&D Insurance will become effective on the date your Plan 2 Life Insurance changes.

E. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the accident or Loss is caused or contributed to by any of the following:

1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
4. The voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a Physician.
5. Sickness or Pregnancy existing at the time of the accident.
6. Heart attack or stroke.
7. Medical or surgical treatment for any of the above.

F. Additional AD&D Benefits

Seat Belt Benefit

The amount of the Seat Belt Benefit is shown in the **Coverage Features**.

We will pay a Seat Belt Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which an AD&D Insurance Benefit is payable for Loss of your life; and
2. You are wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report.

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

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

Air Bag Benefit

The amount of the Air Bag Benefit is shown in the **Coverage Features**.

We will pay an Air Bag Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which a Seat Belt Benefit is payable for Loss of your life.
2. The Automobile is equipped with an Air Bag System that was installed as original equipment by the Automobile manufacturer and has received regular maintenance or scheduled replacement as recommended by the Automobile or Air Bag manufacturer.
3. You are seated in the driver's or a passenger's seating position intended to be protected by the Air Bag System and the Air Bag System deploys, as evidenced by a police accident report.

Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

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

Career Adjustment Benefit

The amount of the Career Adjustment Benefit is shown in the **Coverage Features**.

We will pay a Career Adjustment Benefit to your Spouse if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse is, within 36 months after the date of your death, registered and in attendance at a professional or trades training program for the purpose of obtaining employment or increasing earnings.

No Career Adjustment Benefit will be paid if you have no surviving Spouse.

Child Care Benefit

The amount of the Child Care Benefit is shown in the **Coverage Features**.

We will pay a Child Care Benefit to your Spouse if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child(ren) under age 13 within 36 months of your death.
4. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.

No Child Care Benefit will be paid if you have no surviving Spouse.

Higher Education Benefit

The amount of the Higher Education Benefit is shown in the **Coverage Features**.

We will pay a Higher Education Benefit to your Child if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Child is, within 12 months after the date of your death, registered and in full-time attendance at an accredited institution of higher education beyond high school.

The Higher Education Benefit will be paid annually to each Child who meets the requirements of item 3 above, for a maximum of 4 consecutive years beginning on the date of your death. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

Line Of Duty Benefit

The amount of the Line Of Duty Benefit is shown in the **Coverage Features**.

We will pay a Line Of Duty Benefit if all of the following requirements are met:

1. You are a Public Safety Officer.

2. You suffer a Loss for which an AD&D Insurance Benefit is payable.
3. The Loss is the result of a Line Of Duty Accident.

Public Safety Officer means a Member whose primary job duties include controlling or reducing crime or juvenile delinquency, criminal law enforcement, or fire suppression. Public Safety Officer includes police officers, firefighters and officially recognized or designated volunteer firefighters, if they otherwise meet the definition of Public Safety Officer.

Line of Duty Accident means an accident, including accidental exposure to adverse weather conditions, that occurs while you are taking any action which by rule, regulation, law, or condition of employment you are obligated or authorized to perform as a Public Safety Officer in the course of controlling or reducing crime or criminal law enforcement, including such action taken in response to an emergency while off duty.

If you are a Public Safety Officer, whose primary job duties are controlling or reducing crime, criminal law enforcement, or fire suppression, Line of Duty Accident includes a Line Of Duty Accident that occurs while you are on duty at social, ceremonial, or athletic functions to which you are assigned or for which you are paid as a Public Safety Officer by your Employer.

Occupational Assault Benefit

The amount of the Occupational Assault Benefit is shown in the **Coverage Features**.

We will pay an Occupational Assault Benefit if all of the following requirements are met:

1. While Actively At Work you suffer a Loss for which an AD&D Insurance Benefit is payable.
2. The Loss is the result of an act of physical violence against you that is punishable by law and is evidenced by a police report.

Public Transportation Benefit

The amount of the Public Transportation Benefit is shown in the **Coverage Features**.

We will pay a Public Transportation Benefit if all of the following requirements are met:

1. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
2. The accident occurs while you are riding as a fare-paying passenger on Public Transportation.

Public Transportation means a public passenger conveyance operated by a licensed common carrier for the transportation of the general public for a fare and operating on regular passenger routes with a definite schedule of departures and arrivals.

G. Becoming Insured For AD&D Insurance

1. Eligibility

You become eligible for AD&D Insurance on the date your Life Insurance is effective.

2. Effective Date

The **Coverage Features** states whether AD&D Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, AD&D Insurance becomes effective as follows:

a. Noncontributory (Plan 1) AD&D Insurance

Noncontributory AD&D Insurance becomes effective on the date your Noncontributory (Plan 1) Life Insurance becomes effective.

b. Contributory (Plan 2) AD&D Insurance

You must apply in writing for Contributory AD&D Insurance and agree to pay premiums. Contributory AD&D Insurance becomes effective on the date your Contributory (Plan 2) Life Insurance becomes effective.

H. When AD&D Insurance Ends

AD&D Insurance ends automatically on the earliest of:

1. For Class 2 Members, your Plan 1 and Plan 2 AD&D Insurance ends on the date your Plan 1 Life Insurance ends.
2. For all Members, your Plan 2 AD&D Insurance ends on the date your Plan 2 Life Insurance ends.
3. The date your Waiver Of Premium begins.
4. The date AD&D Insurance terminates under the Group Policy.
5. The date your Life Insurance is continued under Continuation During Total Disability. (See item 4.b., When Life Insurance Ends.)

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ACTIVE WORK PROVISIONS

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day you return to 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. 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.

The Active Work requirement is waived on July 1, 2007, for Members who are retired on that date.

LI.AW.OT.IX

RETIREMENT CONTINUATION PROVISION

Plan 2 Life and AD&D Insurance may be continued during your retirement under your Employer's retirement program. Rules 1 through 3 below will apply.

1. You must apply in writing for a continuation of insurance on or before the date your insurance as an active Member ends and agree to pay any premiums required by the Policyholder.
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 the Policyholder on or before that date.
 - b. The date your Employer's participation under the Group Policy terminates.
 - c. If you are a Member retired under the retirement program of Clovis, Dora or Portales School District, the last day of the month in which you reach age 70.

- d. For any other retired Member, the last day of the month in which you reach age 65.
- e. For any Dependent:
 - 1) The Premium Due Date following the date the Dependent ceases to be a Dependent.
 - 2) The date the Member's insurance ends.

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CONTINUITY OF COVERAGE

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**.

LI.CC.OT.1

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 and your Dependents without submitting Evidence Of Insurability. To be eligible you must satisfy the following requirements:

1. On the date your insurance under the Group Policy ends, 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 insurance under the Group Policy ends, you are under age 65.
3. On the date your insurance under the Group Policy ends, 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 60 days after the date your insurance under the Group Policy ends. 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 insurance under the Group Policy ends.

C. When Portable Insurance Becomes Effective

Portable group insurance will become effective the day after your insurance under the Group Policy ends, if you apply within 60 days after the date your insurance under the Group Policy ends.

If death occurs within 60 days after the date your insurance under the Group Policy ends, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the day before your insurance ends and not the terms of the Group Life Portability Insurance Policy. AD&D benefits, if any, will be paid according to the terms of the Group Policy or the Group Life Portability Insurance Policy, but not both. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your insurance under the Group Policy ends.

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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 and are under age 60;
2. You complete your Waiting Period; and
3. You give us satisfactory 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, except AD&D Insurance.
2. Totally Disabled means:
 - a. You are unable to perform with reasonable continuity the Material Duties of Any Occupation as a result of Sickness, accidental Injury, or Pregnancy; or
 - b. You are receiving disability benefits under a group long term disability policy issued by us to the Policyholder or your Employer.
3. Any Occupation means any occupation or employment which you are able to perform, whether due to education, training, or experience, which is available at one or more locations in the national economy and in which you can be expected to earn at least 60% of your Annual Earnings within twelve months following your return to work, regardless of whether you are working in that or any other occupation.
4. Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled, or when benefits become payable under a group long term disability policy issued by us, whichever is earlier. 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.

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.
4. If you receive a Specified Disease Benefit, Plan 1 Life Insurance will be reduced according to the **Specified Disease Benefit** provision.

F. Temporary Recovery

You may temporarily recover from your Total Disability and then become Totally Disabled again from the same cause or causes without having to serve a new Waiting Period. Temporary Recovery means you cease to be Totally Disabled for no longer than the applicable Allowable Period.

1. Allowable Periods

- a. A total of 30 consecutive days of recovery during the Waiting Period.
- b. 180 days for each period of recovery after the Waiting Period.

2. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Periods, the following will apply:

- a. The amount of Insurance will not increase.
- b. The period of Temporary Recovery will not count toward your Waiting Period.
- c. No premium will be waived for the period of Temporary Recovery.
- d. You will not be eligible for Waiver Of Premium after you qualify for waiver of premium under any other life insurance plan under which you become insured through employment during your period of Temporary Recovery.
- e. You will not qualify for any change in Insurance caused by a change in your status as a member of a Class.
- f. If you exercise your Right To Convert during the period of Temporary Recovery, you will not be eligible for Waiver Of Premium unless you first surrender to us the converted individual policy of life insurance.
- g. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Total Disability.

G. 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.

H. 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.

I. 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;
5. For Plan 1 Life Insurance only, the date you reach age 65.

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ACCELERATED BENEFIT

A. Accelerated Benefit

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 12 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. The Member must apply on behalf of a Child. 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 75% of your Insurance. The maximum Accelerated Benefit is \$500,000. 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. However, the Accelerated Benefit for a Child will be paid to the Member. 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:

- (1) The amount of your Insurance as if no Accelerated Benefit had been paid; minus

(2) The amount of the Accelerated Benefit.

Your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit.

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 and Dependents Life Insurance Benefit under the Group Policy.

You and your mean any person insured under the Group Policy.

LI.AB.OT.IX

SPECIFIED DISEASE BENEFIT

A. Specified Disease Benefit

If you give us satisfactory proof of having a Specified Disease while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Plan 1 Life Insurance as a Specified Disease Benefit.

Specified Disease means you have been diagnosed by a Physician as having one of the following:

1. Life Threatening Cancer
2. Myocardial Infarction (Heart Attack)
3. Coronary Artery Bypass Procedure
4. Renal Failure
5. Stroke
6. Major Organ Transplant
7. Acquired Immune Deficiency Syndrome (AIDS)

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

B. Application For Specified Disease Benefit

You must apply for a Specified Disease 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 Specified Disease.

C. Amount Of Specified Disease Benefit

The amount of your Specified Disease Benefit will be 25% of your Plan 1 Life Insurance, but not more than \$12,500.

The Specified Disease Benefit will be paid to you once in your lifetime in a lump sum or, if you choose it, in 6 equal monthly payments. The monthly Specified Disease Benefit payment will be paid at the end of each month during which you qualify for the benefit.

If you recover from your Specified Disease condition after receiving a Specified Disease 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 Plan 1 Life Benefit after payment of the Specified Disease Benefit will be:

- a. The amount of your Plan 1 Life Benefit as if no Specified Disease Benefit had been paid; minus
- b. The amount of the Specified Disease Benefit.

Your AD&D Insurance, if any, is not affected by payment of the Specified Disease.

E. Exclusions

No Specified Disease Benefit will be paid if:

1. Your Plan 1 Life Insurance has ended.
2. 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.
3. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
4. You have made an assignment of all or part of your Insurance.
5. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Specified Disease Benefit.
6. You are required by a government agency to use the Specified Disease Benefit to apply for, receive, or continue a government benefit or entitlement.
7. You have previously received a Specified Disease Benefit under the Group Policy.

F. When Specified Disease Benefits End.

Benefits under this section end on the earliest of:

1. The date you cease to have a Specified Disease as diagnosed by a Physician;
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 Plan 1 Life Insurance which you have converted, the effective date of the individual life insurance policy issued you;

5. The date the last period ends for which a premium payment was paid for your Plan 1 Life Insurance; and
6. The date the Group Policy terminates.

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. Definitions For Specified Disease Benefit

1. Life Threatening Cancer means a malignant neoplasm (including hematologic malignancy), which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue, and which is not excluded under the following exclusions:
 - a. Stage A prostate cancer
 - b. Non-invasive cancer in situ
 - c. Pre-malignant lesions (such as intraepithelial neoplasia), benign tumors or polyps
2. Myocardial Infarction (Heart Attack) means the death of a portion of the heart muscle, as a result of inadequate blood supply to the relevant area. The diagnosis must be based on new electrocardiograph changes consistent with heart attack accompanied by concurrent diagnostic cardiac enzymes.
3. Coronary Artery Bypass Procedure means the undergoing of open heart surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts.
4. Renal Failure means the chronic and irreversible failure of both kidneys (end stage renal disease) which requires the undergoing of regular dialysis.
5. Stroke means a cerebrovascular accident or infarction (death) of brain tissue caused by hemorrhage, embolism or thrombosis producing measurable, neurological deficit persisting for at least 30 days following the occurrence of the stroke. Conditions not covered by this definition include, but are not limited to, transient ischemic attack (TIA).
6. Major Organ Transplant means you are the recipient for transplantation of one or more of the following specific organs or tissues: liver, kidney, lung, entire heart or bone marrow. Transplantation means the replacement of the recipient's malfunctioning organ(s) or tissue, with the organ(s) or tissue from a donor suitable under generally accepted medical procedures. We will not pay the Specified Disease Benefit for organs received from non-human donors.
7. Acquired Immune Deficiency Syndrome (AIDS) means a positive test result for human immunodeficiency virus (HIV) in addition to a definitive diagnosis by a Physician of a disease indicative of AIDS. The term AIDS does not include HIV encephalopathy and HIV wasting syndrome.

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 60-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, but excluding AD&D Insurance.
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.

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.OT.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.

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

With respect to coma, we will require Proof of Loss of the comatose condition at reasonable intervals. If proof is not given within 31 days, benefits payable for coma will end.

If Proof Of Loss is filed outside these time limits, the claim will be denied. 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. 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. With respect to all claims except Waiver Of Premium claims, 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.

With respect to Waiver Of Premium claims, within 45 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 30 days. Before the end of this extension period we will send the claimant: (a) a written decision on the Waiver Of Premium claim; or (b) a notice that we are extending the period to decide the claim for an additional 30 days. If an extension is due to the claimant's failure to provide information necessary to decide the Waiver Of Premium claim, the extended time period for deciding the claim will not begin until the claimant provides the information or otherwise responds.

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; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

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:

1. Within 180 days after receiving notice of the denial of a claim for Waiver Of Premium;
2. Within 60 days after receiving notice of the denial of any other claim.

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. With respect to all claims except Waiver Of Premium claims, 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.

With respect to Waiver Of Premium claims, within 45 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 45 days.

If an 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.

With respect to Waiver Of Premium claims, the person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for Waiver Of Premium.

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.

(2ND REV PUB WRDG) LI.CL.OT.5

ASSIGNMENT

If the amount of your Life Insurance is less than \$25,000, you may not make an assignment.

If the amount of your Life Insurance is \$25,000 or more, you may make an absolute assignment of all your Life and AD&D Insurance, subject to 1 through 8 below.

1. All insurance under the Group Policy, including AD&D Insurance, is assignable. Dependents Life Insurance is not assignable.
2. You may not make a collateral assignment.
3. The assignment must be absolute and irrevocable. It must transfer all rights, including:
 - a. The right to change the Beneficiary;
 - b. The right to buy an individual life insurance policy on your life under **Right To Convert**; and
 - c. The right to receive accidental dismemberment benefits.
 - d. The right to apply for and receive an Accelerated Benefit.
4. The assignment will apply to all of your Life and AD&D Insurance in effect on the date of the assignment or becoming effective after that date.
5. The assignment may be to any person permitted by law.
6. 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.
7. All accidental dismemberment benefits will be paid to the assignee. 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**.
8. 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.

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

(ALLOWED) LI.AS.OT.2

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

1. Except as provided in item 5 below, benefits payable because of your death or coma will be paid to the Beneficiary you name. Benefits for coma will cease after the comatose condition has ceased, whether by death, recovery, or any other change of condition. See B through E of this section.

NOTE:

If your Spouse is named as a Beneficiary and you are subsequently divorced from that Spouse, the Beneficiary designation of that former Spouse will be considered void on the date of the divorce unless you re-designate that former Spouse as your Beneficiary after the divorce is final.

If your Domestic Partner is named as a Beneficiary and you subsequently dissolved, terminated or invalidated your Domestic Partnership, the Beneficiary designation of that former Domestic

Partner will be considered void on the date of the dissolution, termination or invalidation unless you re-designate that former Domestic Partner as your Beneficiary after the dissolution, termination or invalidation is final.

2. AD&D Insurance benefits payable for Losses other than Loss of life or coma will be paid to the person who suffers the Loss for which benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
3. 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. The brothers and sisters of the Dependent.
 - d. Your estate.

5. Additional Benefits will be paid as follows:

The Child Care Benefit will be paid to your surviving Spouse. No Child Care Benefit will be paid if you have no Spouse.

The Career Adjustment Benefit will be paid to your Spouse. No Career Adjustment Benefit will be paid if you have no Spouse.

The Higher Education Benefit will be paid annually to each eligible Child. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

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.

Your Beneficiary designation for Plan 1 Life Insurance may differ from your Beneficiary designation for Plan 2 Life Insurance.

Your Beneficiary designations for Plan 1 Life Insurance and Plan 1 AD&D Insurance death benefits must be the same. Your Beneficiary designations for Plan 2 Life Insurance and Plan 2 AD&D Insurance death benefits must be the same.

You must name or change a Beneficiary in writing. Writing includes a form signed by you or a verification from the Policyholder or Employer of an electronic or telephonic designation made by you.

Your designation:

1. Must be dated;
2. Must be delivered to the Policyholder or Employer 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 the Policyholder or Employer.

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. (See **Definitions**.)
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. 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.

(FB_REPAT_ELECT/TEL DESIG_WITH DEF SP_25K SSA LUMP INSTALL_SPOUSE DEF TERM) LI.BB.OT.5X

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
 - a. Eligibility for insurance;
 - b. Entitlement to benefits;
 - c. Amount of benefits payable;
 - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy any decision we make in the exercise of our authority is conclusive and binding.

LI.AL.OT.1

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 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 under the Group Policy otherwise validly in force; or
3. Continue insurance under the Group Policy otherwise validly terminated.

B. 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.2

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. 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 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

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy.

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

Child means:

1. Your child from live birth through age 25; or
2. Your child who meets either of the following requirements:
 - a. The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the Child's age, is continuously Disabled.
 - b. The child was insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy and was Disabled on that day, and is continuously Disabled thereafter.

Child includes any of the following, if they otherwise meet the definition of Child:

- i. Your adopted child and a child placed in your home for purposes of adoption;
- ii. Your stepchild and the child of your Spouse;
- iii. Your foster child and dependent grandchild, if living in your home; and
- iv. A child living in your home for whom you are the court appointed legal guardian.

Your child is Disabled if your child is:

1. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

You must give us proof your Child is Disabled on our forms within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your Employer's coverage under the Group Policy if your child is Disabled on that date. At reasonable intervals thereafter, we may require further proof, and have your Child examined at our expense.

Contributory means you pay all or part of the premium for insurance.

Dependents Life Insurance means dependents life insurance 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 the Policyholder'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:

1. A person to whom you are legally married; or,
2. If your Employer chooses to offer coverage for Domestic Partners, your Domestic Partner. Domestic Partner means an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer, and filed that affidavit for public record if required by law.

For purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced or from whom you have terminated a Domestic Partner relationship.

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