



UNITED HERITAGE[®]
Life Insurance Company

CERTIFICATE OF INSURANCE

UNITED HERITAGE LIFE INSURANCE COMPANY
Meridian, Idaho
(A stock insurance company)

Policyholder: County of Nez Perce Independent School District #1
Policy Number: GL-2202
Policy Effective Date: September 1, 2010
Policy Anniversary Date: May 1, 2011

We have issued The Policy to The Policyholder. Our name, The Policyholder's name and The Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of The Policyholder.

Signed for the Company

Marjorie A. Hopkins, Secretary

Dennis L. Johnson, President

READ YOUR CERTIFICATE CAREFULLY

You have a 30 day right from Your original Certificate Effective Date to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days of Your original Certificate Effective Date. In that event, We will consider it void from its Effective Date and any premiums paid will be refunded. Any claims paid under The Policy during the initial 30 day period will be deducted from the refund.

A note on capitalization in this Certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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Section I

SCHEDULE OF INSURANCE

The benefits described herein are those in effect as of: **September 1, 2010**

Cost of coverage:

Non-Contributory Coverage: Basic Life Insurance
Basic Accidental Death and Dismemberment

Contributory Coverage: Retiree Life Insurance
Supplemental Life Insurance,
Supplemental Spouse Life Insurance
Supplemental Child Life Insurance
Supplemental Accidental Death and Dismemberment
Supplemental Spouse Accidental Death and Dismemberment

Module Number 1.01

Eligible Class(es) For Coverage: All Full-Time Active Employees and Retirees, who are citizens or legal residents of the United States, its territories and protectorates, excluding temporary, leased or seasonal employees.

Class 2	Certificated Employees	at least 37.5 hours weekly
Class 4	Retirees (closed class)	n/a
Class 5	Retirees with \$25,000 or more coverage at date of retirement	n/a
Class 6	Retirees with less than \$25,000 coverage at date of retirement	n/a

Module Number 1.02

Annual Enrollment Period: May 1st through May 31st

Module Number 1.03

Eligibility Waiting Period for Coverage:

- 1) First of the month following date of employment – if You are Actively at Work for the Employer on the Policy Effective Date; or
- 2) First of the month following date of employment – if You start working for the Employer after the Policy Effective Date.

The number of days referenced above are continuous calendar days.

Module Number 1.04

Employee Life Insurance Benefit

Amount of Basic Life Insurance	Class 2	\$20,000
Guaranteed Issue Amount	Class 2	\$20,000
Amount of Supplemental Life Insurance – <u>Old Plan</u>	Class 2	\$20,000
Guaranteed Issue Amount – Old Plan	Class 2	\$20,000
Amount of Supplemental Life Insurance – <u>New Plan</u>	Class 2	Up to \$500,000, in \$10,000 increments, not to exceed three times Annual Salary
Guaranteed Issue Amount – New Plan	Class 2	\$130,000
Amount of Retiree Life Insurance	Class 4	\$20,000
Guaranteed Issue Amount	Class 4	\$20,000
Amount of Retiree Life Insurance	Class 5	\$10,000
Guaranteed Issue Amount	Class 5	\$10,000
Amount of Retiree Life Insurance	Class 6	\$5,000
Guaranteed Issue Amount	Class 6	\$5,000

Module Number 1.05

Section I

SCHEDULE OF INSURANCE

Dependent Life Insurance Benefit

Amount of Supplemental Dependent Life Insurance – <u>New Plan</u>	Spouse	Up to \$100,000, in \$5,000 increments, not to exceed 50% of the Employee's Supplemental Life Insurance Benefit
Guarantee Issue Amount	Spouse Dependent Child(ren) 15 days to 6 months Dependent Child(ren) 6 months to age 19	\$30,000 \$1,000 Up to \$10,000, in \$2,000 increments
Guarantee Issue Amount	Dependent Child(ren)	\$10,000

Module Number 1.06

Accidental Death and Dismemberment Benefit (AD&D)

Amount of Basic Accidental Death and Dismemberment	Class 2	An amount equal to the Employee Basic Life Insurance Benefit.
Amount of Supplemental Accidental Death and Dismemberment – <u>Old and New Plan</u>	Class 2	If requested, an amount equal to the Supplemental Life Insurance Benefit.
Amount of Spouse Supplemental Accidental Death and Dismemberment	Spouse	If requested, an amount equal to the Supplemental Spouse Life Insurance Benefit.

Benefit for the following AD&D Benefits:

Air Bag	5% of the Principal Sum to a maximum of \$5,000
Bereavement Counseling Benefit	\$50 per visit to a maximum of \$500
Repatriation	5% of the Principal Sum to a maximum of \$5,000
Seat Belt	10% of the Principal Sum to a maximum of \$10,000

Module Number 1.07

Reduction in Amount of Life Insurance

We will reduce the Amount of Life Insurance for You and Your Dependents by any amount:

- 1) of individual Life Insurance issued in accordance with the Conversion Right;
- 2) that was continued under the Portability Provision; or
- 3) of Life Insurance in force, paid or payable under the Prior Policy.

Module Number 1.08

Reduction in Coverage Due to Age

We will reduce the Life Insurance Benefit and Principal Sum for You and Your Spouse to the percentage indicated in the table below. For Basic Life Insurance, this reduction will be effective on the first day of the month following the month in which Your birthday occurs. For Supplemental Life Insurance, this reduction will be effective on the Policy Anniversary Date following the date You attain the ages shown below. These reductions also apply if:

- 1) You or Your Spouse become covered under The Policy; or
- 2) Your or Your Spouse's coverage increases;

on or after the date You attain age 65.

Percentage to which original amount of coverage will reduce.	Your Age	Your Benefit Reduces to	Your Age	Your Spouse's Benefit Reduces to
	70	65%	70	65%
	75	45%	75	45%
	80	30%	80	30%

Module Number 1.09

Section II DEFINITIONS

Active Employee means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

Module Number 2.01

Actively at Work means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your job:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will also consider You to be Actively At Work on any regularly scheduled vacation day, paid time off day, personal day or holiday, only if You were Actively At Work on the preceding scheduled work day.

Paid time off and personal days do not include days off taken for Sickness or Injury.

Module Number 2.02.1

Contributory Coverage means coverage for which You are required to contribute toward the cost. Contributory Coverage is shown in the Schedule of Insurance.

Module Number 2.07

Dependent Child(ren)

means:

- 1) Your unmarried children, stepchildren, legally adopted children; or
- 2) any other children related to You by blood or marriage or domestic partnership who:
 - a) live with You in a regular parent-child relationship; and/or
 - b) You claimed as a dependent on Your last filed federal income tax return;provided such children are primarily dependent upon You for financial support and maintenance and are:
 - 1) at least 15 days old but under age 19;
 - 2) age 19, but under age 25, and in full-time attendance (at least 12 course credit hours per semester) at an accredited institution of learning. If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student continues to qualify as a Dependent; or
 - 3) age 19 or older and disabled. Such children must have become disabled before attaining age 19. You must submit proof, satisfactory to Us, of such children's disability.

Module Number 2.08

Dependents means Your Spouse and Your Dependent Child(ren). A dependent must be a citizen or legal resident of the United States, its territories and protectorates. Any person who is in full-time military service cannot be a dependent.

Module Number 2.09

Earnings means Your regular annual rate of pay, not counting commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation.

Module Number 2.10.1

Employer means the Policyholder.

Module Number 2.11

Guaranteed Issue Amount means the Amount of Life Insurance for which We do not require Evidence of Insurability. The Guaranteed Issue Amount is shown in the Schedule of Insurance.

Module Number 2.13

Injury means bodily injury resulting:

- 1) directly from an accident; and
- 2) independently of all other causes;

which occurs while You are covered under The Policy.

Loss resulting from:

- 1) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
 - 2) medical or surgical treatment of a sickness or disease;
- is not considered as resulting from Injury.

Module Number 2.15

Section II DEFINITIONS

Motor Vehicle

means a self-propelled, four (4) or more wheeled:
 1) private passenger: car, station wagon, van or sport utility vehicle;
 2) motor home or camper; or
 3) pick-up truck;
 not being used as a Common Carrier.

A Motor Vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, lawnmowers or any other type of equipment vehicles.

Module Number 2.17

Non-Contributory Coverage

means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

Module Number 2.18

Normal Retirement Age

means the Social Security Normal Retirement Age under the most recent amendments to the United States Social Security Act. It is determined by Your date of birth, as follows:

Year of Birth	Normal Retirement Age	Year of Birth	Normal Retirement Age
1937 or before	65	1955	66 + 2 months
1938	65 + 2 months	1956	66 + 4 months
1939	65 + 4 months	1957	66 + 6 months
1940	65 + 6 months	1958	66 + 8 months
1941	65 + 8 months	1959	66 + 10 months
1942	65 + 10 months	1960 or after	67
1943 through 1954	66		

Module Number 2.19

Physician

means a legally qualified physician or surgeon other than a physician or surgeon who is Related to You by blood or marriage.

Module Number 2.22

Prior Policy

means the group life insurance policy carried by the Employer 60 days before the Policy Effective Date.

Module Number 2.23-ID

Related

means Your spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild or similar relationship in law.

Module Number 2.24

Retiree

means a former employee of the Employer who retired from the Employer immediately after the last day as an Active Employee.

Module Number 2.25

Section II DEFINITIONS

Spouse

means Your spouse who:

- 1) is not legally separated or divorced from You; and
- 2) is not in active full-time military service.

Spouse will include Your domestic partner or party to a civil union, provided You :

- 1) have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners or parties to a civil union for purposes of The Policy or;
- 2) have registered as domestic partners or parties to a civil union with a government agency or office where such registration is available and provide proof of such registration unless requiring proof is prohibited by law.

You will continue to be considered domestic partners or parties to a civil union provided You continue to meet the requirements described in the domestic partner affidavit or required by law.

Module Number 2.27

The Policy

means the policy which We issued to the Policyholder under the Policy Number shown on the face page.

Module Number 2.28

We, Us or Our

means the insurance company named on the face page of The Policy.

Module Number 2.31

You or Your

means the person to whom this certificate is issued.

Module Number 2.32

Section III

ELIGIBILITY AND ENROLLMENT

Eligible Persons: All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.
Who is eligible for coverage?

Module Number 3.01

Eligibility for Coverage: You will become eligible for coverage on the latest of:
When will I become eligible?

- 1) the Policy Effective Date;
- 2) the date on which You complete the Eligibility Waiting Period for Coverage; or
- 3) the date You become a member of an Eligible Class.

You are eligible for Retiree coverage on the later of:

- 1) the date You meet the definition of Retiree; or
- 2) the Policy Effective Date.

Module Number 3.02

Eligibility for Dependent Coverage: You will become eligible for Dependent coverage on the later of:
When will I become eligible for Dependent Coverage?

- 1) the date You become insured for employee coverage; or
- 2) the date You acquire Your first Dependent.

You may not elect coverage for Your Dependent if such Dependent is covered as an employee under The Policy. No person can be insured as a Dependent of more than one employee under The Policy.

As a Retiree, You are not eligible for Dependent Coverage.

Module Number 3.03

Enrollment: *How do I enroll for coverage for myself and my dependents?* For Non-Contributory Coverage, Your Employer will automatically enroll You for the Amount of Basic Life Insurance. However, You will need to complete a beneficiary designation form.

To enroll for Contributory Coverage, You must:

- 1) complete and sign a group insurance enrollment form, satisfactory to Us, for Your coverage and Your Dependent's coverage; and
- 2) deliver it to Your Employer.

You must enroll for Retiree Coverage within 31 days of the date You retire.

If You do not enroll for Your coverage and/or Your Dependent's coverage within 31 days after becoming eligible under The Policy, You may only enroll for Your coverage and/or Your Dependent's coverage:

- 1) during an Annual Enrollment Period designated by the Policyholder; or
- 2) within 31 days of the date You have a Change in Family Status.

Any Enrollment may be subject to the Evidence of Insurability Requirements provision.

Module Number 3.04

Section III

ELIGIBILITY AND ENROLLMENT

Evidence of Insurability Requirements:

When will I first be required to provide Evidence of Insurability?

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status;
- 2) enroll for an Amount of Life Insurance greater than the Supplemental Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your Amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; and
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

Module Number 3.05

Dependent Evidence of Insurability Requirements:

When will my Dependents first be required to provide Evidence of Insurability?

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll for Your Dependents' coverage more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status;
- 2) enroll for an Amount of Dependent Life Insurance greater than the Supplemental Dependents' Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

If Your Dependents' Evidence of Insurability is not satisfactory to Us:

- 1) Your Dependents' Amount of Life Insurance will equal the amount for which Your Dependents were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll;
- 2) Your Dependents will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

Module Number 3.06

Evidence of Insurability:

What is Evidence of Insurability?

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us; and
- 2) any additional information We may require.

All Evidence of Insurability will be furnished at Your expense. We will then determine if You or Your Dependents are insurable for initial coverage or an increase in coverage under The Policy.

You will be notified in writing of Our determination of any Evidence of Insurability submission.

Module Number 3.07

Change in Family Status:

What constitutes a Change in Family Status?

A Change in Family Status occurs when:

- 1) You get married or You execute a domestic partner affidavit;
- 2) You and Your spouse divorce or terminate a domestic partnership;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your spouse or domestic partner dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your spouse is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.

Module Number 3.08

Section IV PERIOD OF COVERAGE

Effective Date:
When does my coverage start?

Non-Contributory Coverage will start on the date You become eligible.

Contributory Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) The date You become eligible, if You enroll on or before that date;
- 2) the first day of the month on or next following the last day of the Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 31 days from the date You are eligible.

Any coverage for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible; or
- 2) the date We approve Your Evidence of Insurability.

However, all Effective Dates of coverage are subject to the Deferred Effective Date provision.

Module Number 4.01

Deferred

Effective Date:
When will my effective date for coverage or a change in my coverage be deferred?

With respect to Active Employees, if, on the date You are to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

You are not Actively at Work due to a physical or mental condition, such coverage will not start until the date You are Actively at Work.

With respect to Retirees, if, on the date You are to become covered:

- 1) for increased benefits; or
- 2) for a new benefit;

You are:

- 1) confined in a hospital; or
- 2) Confined Elsewhere;

such coverage will not start until You:

- 1) are discharged from the hospital; or
- 2) are no longer Confined Elsewhere;

and have engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.

Confined Elsewhere means You are unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

Module Number 4.02

Section IV PERIOD OF COVERAGE

Continuity from a Prior Policy: *Is there continuity of coverage from a Prior Policy? Not Applicable To Retirees*

Your initial coverage under The Policy will begin, and will not be deferred if 60 days before the Policy Effective Date, You were:

- 1) insured under the Prior Policy; and
- 2) Actively at Work or on an authorized family and medical leave;

but on the Policy Effective Date, You were not Actively at Work, and would otherwise meet the Eligibility requirements of The Policy. However, Your Amount of Insurance will be the lesser of the amount of life insurance and accidental death and dismemberment principal sum:

- 1) You had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Such amount of insurance under this provision is subject to any reductions in The Policy and will not increase.

Coverage provided through this provision ends on the first to occur of:

- 1) the last day of a period of 12 consecutive months after the Policy Effective Date;
- 2) the date Your insurance terminates for any reason shown under the Termination provision;
- 3) the last day You would have been covered under the Prior Policy, had the Prior Policy not terminated; or
- 4) the date You are Actively at Work.

However, if the coverage provided through this provision ends because You are Actively at Work, You may be covered as an Active Employee under The Policy.

Module Number 4.03-ID

Continuity from a Prior Policy for Disability Extension: *Is there continuity of coverage from a Prior Policy? Not applicable To Retiree Coverage*

Your initial coverage under The Policy will begin, and will not be deferred if 60 days before the Policy Effective Date, You were:

- 1) insured under the Prior Policy; and
- 2) under age 65;

Your Amount of Insurance will be the lesser of the amount of life insurance:

- 1) You had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Such amount of insurance under this provision is subject to any reductions in The Policy and will not increase.

Coverage provided through this provision ends on the first to occur of:

- 1) the date Your insurance terminates for any reason shown under the Termination provision;
- 2) the last day You would have been covered under the Prior Policy, had the Prior Policy not terminated;
- 3) the date You are Actively at Work; or
- 4) the date You attain age 65.

However, if the coverage provided through this provision ends because You are Actively at Work, You may be covered as an Active Employee under The Policy.

Module Number 4.04-ID

Section IV PERIOD OF COVERAGE

Dependent Effective Date:

When does Dependent coverage start?

Contributory Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) The date You become eligible for Dependent coverage, if You have enrolled on or before that date; or
- 2) the first day of the month on or next following the last day of the Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 31 days from the date You are eligible for Dependent coverage.

Coverage for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible for Dependent coverage; or
- 2) the date We approve Your Dependents' Evidence of Insurability.

In no event will Dependent coverage become effective before You become insured.

Module Number 4.05

Dependent

Deferred

Effective Date:

When will the effective date for Dependent coverage or a change in coverage be deferred?

If, on the date Your Dependent is to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

he or she is:

- 1) confined in a hospital; or
- 2) Confined Elsewhere;

such coverage will not start until he or she:

- 1) is discharged from the hospital; or
- 2) is no longer Confined Elsewhere;

and has engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.

This Deferred Effective Date provision will not apply to disabled children who qualify under the definition of Dependent Children.

Confined Elsewhere means Your Dependent is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

Module Number 4.06

Dependent

Continuity from a Prior Policy:

Is there continuity of coverage from a Prior Policy for my Dependents?

If on 60 days before the Policy Effective Date, You were covered with respect to Your Dependents under the Prior Policy, the Deferred Effective Date provision will not apply to initial coverage under The Policy for such Dependents. However, the Dependent Amount of Insurance will be the lesser of the amount of life insurance and the accidental death and dismemberment principal sum:

- 1) they had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Module Number 4.07-ID

Effective Date of Retiree Coverage:

When does my Retiree Coverage start?

Contributory Coverage will start on the date You become eligible if You enroll on or before that date.

Deferred Effective Date provisions will only apply to increases in coverage or new benefits.

Module Number 4.08

Section IV

PERIOD OF COVERAGE

Change in Coverage: *When may I change my coverage or coverage for my Dependents?*

Module Number 4.09

After Your initial enrollment You may increase or decrease coverage for You or Your Dependents or add a new Dependent to Your existing Dependent coverage:

- 1) during any Annual Enrollment Period designated by the Policyholder; or
- 2) within 31 days of the date of a Change in Family Status.

Effective Date for Changes in Coverage: *When will changes in coverage become effective?*

Module Number 4.10

Any decrease in coverage will take effect on the date of the change.

Any increase in coverage will take effect on the latest of:

- 1) the date of the change;
- 2) the date requirements of the Deferred Effective Date provision are met; and
- 3) the date Evidence of Insurability is approved, if required.

Increase in Amount of Life Insurance: *If I request an increase in the Amount of Life Insurance for myself or my Dependents, must we provide Evidence of Insurability?*

Module Number 4.11

If You or Your Dependents are:

- 1) already enrolled for an Amount of Supplemental Life Insurance under The Policy, then You and Your Dependents must provide Evidence of Insurability for any increase; or
- 2) not already enrolled for Supplemental Life Insurance under The Policy, You and Your Dependents must provide Evidence of Insurability for any amount of coverage, including an initial amount of Supplemental Life Insurance.

If Your Evidence of Insurability is not satisfactory to Us, the Amount of Supplemental Life Insurance You had in effect on the date immediately prior to the date You requested the increase will not change.

If Your Dependents' Evidence of Insurability is not satisfactory to Us, the Amount of Supplemental Life Insurance he or she had in effect on the date immediately prior to the date You requested the increase will not change.

Section V

TERMINATION PROVISIONS

Termination:
When will my coverage end?

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date You are no longer in a class eligible for coverage, or the class is cancelled;
- 3) the date the required premium is due but not paid;
- 4) the date You or Your Employer terminates Your employment; or
- 5) the date You are no longer Actively at Work.

unless continued in accordance with one of the Continuation Provisions.

Module Number 5.01

Reinstatement:
Can my coverage be reinstated after it ends?

If:

- 1) Your coverage ends because You are no longer employed by the Employer or no longer in an eligible class; and
- 2) You are rehired or return to an eligible class within 12 months of the date Your coverage ended;

then coverage may be reinstated, provided You request such reinstatement within 31 days of the date You return to work or to an eligible class.

The reinstated coverage will be the lesser of the:

- 1) coverage amounts in force on the date coverage ended; or
- 2) amount of coverage in Your new eligible class.

We will not reinstate any amount of coverage which You

- 1) converted in accordance with the Conversion Right; or
- 2) continued under the Portability Provision;

unless You cancel such coverage.

Module Number 5.02

Dependents Termination:
When does coverage for my Dependents end?

Coverage for Your Dependents will end on the earliest to occur of:

- 1) the date Your coverage ends;
- 2) the date the required premium is due but not paid;
- 3) the date You are no longer eligible for Dependent's coverage;
- 4) the date We or the Employer terminate Dependent's coverage; or
- 5) the date the Dependent no longer meets the definition of Dependent;

unless continued in accordance with the continuation provisions.

Module Number 5.03

Retiree Coverage Termination:
When will my Retiree Coverage end?

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date You are no longer in a class eligible for coverage, or the class is cancelled; or
- 3) the date the required premium is due but not paid;

Module Number 5.04

Continuation Provisions:
Can my coverage be continued beyond the date it would otherwise terminate?

Coverage under The Policy may be continued, at Your Employer's option, beyond a date shown in the Termination provision, provided Your Employer provides a plan of continuation which applies to all employees the same way. The amount of continued coverage applicable to You or Your Dependents will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium;
- 3) may be continued up to the maximum time shown in the provisions; and
- 4) terminates if The Policy terminates.

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions. The Continuation Provisions shown below may not be applied consecutively.

In no event will coverage under the following Continuation Provisions, when combined, extend longer than 12 months from the date You were last Actively at Work: Leave of Absence, Lay Off, Sickness or Injury or Family Medical Leave.

In all other respects, the terms of Your and Your Dependents' coverage remain unchanged.

Section V

TERMINATION PROVISIONS

Leave of Absence: If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, all of Your coverage (including Dependent Life coverage) may be continued until the last day of the month following the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Lay Off: If You are laid off by the Employer due to lack of work, all of Your coverage (including Dependent Life coverage) may be continued until the last day of the month following the month in which the layoff commenced. If the lay-off becomes permanent, this continuation will cease immediately.

Sickness or Injury: If You are not Actively at Work due to sickness or injury, all of Your coverage (including Dependent Life coverage) may be continued:

- 1) for a period of twelve consecutive months from the date You were last Actively at Work; or
- 2) if such absence results in a leave of absence in accordance with state and/or federal family and medical leave laws, then the combined continuation period will not exceed twelve consecutive months.

Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks, or longer if required by other applicable law, following the date Your leave commenced. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately.

Module Number 5.05

**Continuation
for Dependent
Child(ren) with
Disabilities:**

*Will coverage for
Dependent
Children with
Disabilities be
continued?*

If Your Dependent Child(ren) reach the age at which they would otherwise cease to be a Dependent as defined, and they are:

- 1) age 19 or older; and
- 2) disabled; and
- 3) primarily dependent upon You for financial support;

then Dependent Child(ren) coverage will not terminate solely due to age. However:

- 1) You must submit proof satisfactory to Us of such Dependent Child(ren) 's disability within 31 days of the date he or she reaches such age; and
- 2) such Dependent Child(ren) must have become disabled before attaining age 19.

Coverage under The Policy will continue as long as:

- 1) You remain insured;
- 2) the child continues to meet the required conditions; and
- 3) any required premium is paid when due.

However, no increase in the Amount of Life Insurance for such Dependent Children will be available.

We have the right to require proof, satisfactory to Us, as often as necessary during the first two years of continuation, that the child continues to meet these conditions. We will not require proof more often than once a year after that.

Module Number 5.07

Section VI

DISABILITY BENEFIT PROVISIONS

Waiver of Premium: *Does coverage continue if I am Disabled?*

Waiver of Premium is a provision which allows You to continue Your Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

If You qualify for Waiver of Premium, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

Module Number 6.01

Eligible Coverages:
What coverages are eligible under this provision?

This provision applies only to Your Basic Life Insurance.

This provision does not apply to:

- 1) Your Basic or Supplemental Accidental Death and Dismemberment coverage; and
- 2) Dependent Life Insurance.

This provision does not apply to Retirees.

Module Number 6.05

Disabled: *What does Disabled mean?*

Disabled means You are prevented by injury or sickness from doing any work for which You are, or could become, qualified by:

- 1) education;
- 2) training; or
- 3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 12 months or less.

Module Number 6.06

Conditions for Qualification:
What conditions must I satisfy before I qualify for this provision?

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 60 when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for 9 consecutive months, starting on the date You were last Actively at Work; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

In any event, You must have been Actively at Work under the Policy to qualify for Waiver of Premium.

Module Number 6.07

When Premiums are Waived: *When will premiums be waived?*

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first 9 months You are Disabled. We have the right to:

- 1) require Proof of Loss that You are Disabled; and
- 2) have You examined at reasonable intervals during the first 2 years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then Your coverage will terminate, premiums will not be waived and You must continue to pay premiums.

However, if We deny Waiver of Premium, You may be eligible to convert coverage in accordance with the Conversion Right.

If You cease to be Disabled and return to work for a total of 30 days or less during the first 9 months that You are Disabled, the 9 month waiting period will not be interrupted. Except for the 30 days or less that You worked, You must be Disabled by the same condition for the total 9 month period. If You return to work for more than 30 days, You must satisfy a new waiting period.

Module Number 6.08

Section VI

DISABILITY BENEFIT PROVISIONS

Benefit Payable before Approval of Waiver of Premium:
What if I die before I qualify for Waiver of Premium?

Module Number 6.09

Waiver Ceases:
When will Waiver of Premium cease?

What happens when Waiver of Premium ceases?

Module Number 6.10

Effect of Policy Termination:
What happens to the Waiver of Premium if The Policy terminates?

Module Number 6.12

If You die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the Amount of Life Insurance which is in force provided:

- 1) You were continuously Disabled;
- 2) the Disability lasted or would have lasted 9 months or more; and
- 3) premiums had been paid for coverage.

We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain age 65.

When the Waiver of Premium ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right if You do so within the time limits described in such provision. The Amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right.

If The Policy terminates before You qualify for Waiver of Premium:

- 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.

If The Policy terminates after You qualify for Waiver of Premium Your coverage under the terms of this provision will not be affected.

Section VII

LIFE INSURANCE BENEFIT PROVISIONS

Life Insurance Benefit: *When is the Life Insurance Benefit payable?* If You or Your Dependents die while covered under The Policy, We will pay the deceased person's Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

The Life Insurance Benefit will be paid according to the General Provisions of The Policy.

Module Number 7.01

Suicide: *What benefit is payable if death is a result of suicide?* If You or Your Dependent commit suicide while sane or insane, We will not pay any Supplemental Amount of Life Insurance or Supplemental Amount of Dependent Life Insurance for the deceased person which was elected within the 2 year period immediately prior to the date of death. This applies to initial coverage and elected increases in coverage.

This 2 year period includes the time group life insurance coverage was in force under the Prior Policy.

Module Number 7.02

Section VIII

ACCELERATED BENEFIT PROVISIONS

Accelerated Benefit: *What is the benefit?*

In the event that You are diagnosed as Terminally Ill, while You are:

- 1) covered under The Policy for an Amount of Life Insurance of at least \$10,000; and
- 2) is under age 60;

We will pay the Accelerated Benefit amount as shown below, provided We receive proof of such Terminal Illness.

The Accelerated Benefit will not be available to You unless You have been Actively at Work under The Policy.

You must request in writing that a portion of Your Amount of Life Insurance be paid as an Accelerated Benefit.

The Amount of Life Insurance payable upon Your death will be reduced by any Accelerated Benefit Amount paid under this benefit. In addition, Your remaining Amount of Life Insurance will be subject to any reductions in the Policy and will not increase once an Accelerated Benefit has been paid.

You may request a minimum Accelerated Benefit amount of \$3,000, and a maximum of \$100,000. However, in no event will the Accelerated Benefit Amount exceed 80% of Your Amount of Life Insurance. This option may be exercised only once.

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$100,000 and are Terminally Ill, You can request any portion of the Amount of Life Insurance Benefits from \$3,000 to \$80,000 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$3,000 now, You cannot request the additional \$77,000 in the future.

If You submit proof satisfactory to Us of Your Terminal Illness You will also meet the definition of Disabled for Waiver of Premium.

Any benefits received under this benefit may be taxable. You should consult a personal Tax Advisor for further information.

In the event:

- 1) You are required by law to accelerate benefits to meet the claims of creditors; or
- 2) if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement;

You will still be required to satisfy all the terms and conditions herein in order to receive an Accelerated Benefit.

If You have executed an Assignment of rights and interest with respect to Your Amount of Life Insurance, in order to receive the Accelerated Benefit, We must receive a release from the assignee before any benefits are payable.

Amount of Life Insurance as used in this benefit means Basic and Supplemental Life Insurance.

Terminal Illness or Terminally Ill means a life expectancy of 12 months or less.

Section VIII

ACCELERATED BENEFIT PROVISIONS

Proof of Terminal Illness and Examinations:

Must proof of Terminal Illness be submitted?
Module Number 8.02

We reserve the right to require satisfactory Proof of Terminal Illness on an ongoing basis. Any diagnosis submitted must be provided by a Physician.

If You do not submit proof of Terminal Illness satisfactory to Us, or if You refuse to be examined by a Physician, as We may require, then We will not pay an Accelerated Benefit.

No Longer Terminally III:
What happens to my coverage if I am no longer Terminally III?

If You are diagnosed by a Physician as no longer Terminally III and:

- 1) are in an Eligible Class, coverage will remain in force, provided premium is paid;
- 2) are not in an Eligible Class, but You continue to meet the definition of Disabled, coverage will remain in force, subject to the Waiver of Premium provision; or
- 3) are not in an Eligible Class, but You do not continue to meet the definition of Disabled, coverage will end and You may be eligible to exercise the Conversion Right, if You do so within the time limits described in such provision.

In any event, the amount of coverage will be reduced by the Accelerated Benefit paid.

Module Number 8.03

Section IX CONVERSION PROVISIONS

Conversion Right: *If coverage under the Policy ends, do I have a right to convert?*

If Life Insurance coverage or any portion of it under The Policy ends for any reason except non payment of premium, You and Your Dependents may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for:

- 1) the Accidental Death and Dismemberment Benefits; or
- 2) any Amount of Life Insurance for which You or Your Dependents were not eligible and covered;

under The Policy.

If coverage under The Policy ends because:

- 1) The Policy is terminated; or
- 2) Coverage for an Eligible Class is terminated;

then You or Your Dependent must have been insured under The Policy for 5 years or more, in order to be eligible to convert coverage. The amount which may be converted under these circumstances is limited to the lesser of:

- 1) \$10,000.00; or
- 2) the Life Insurance Benefit under The Policy less any Amount of Life Insurance for which You or Your Dependent may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

If coverage under The Policy ends for any other reason except non payment of premium, the full amount of coverage which ended may be converted.

Insurer, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

Module Number 9.01

Conversion: *How do I convert my coverage or my Dependents' coverage ?*

To convert Your or coverage for Your Dependents, You must complete a Request for Group Life Conversion Information form. The Insurer must receive this within 31 days after Life Insurance terminates.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must:

- 1) complete and return the request form in the proposal; and
- 2) pay the required premium for coverage;

within the time period specified in the proposal.

Any individual policy issued to You or Your Dependents under the Conversion Right:

- 1) will be effective as of the 32nd day after the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

Module Number 9.02

Section IX CONVERSION PROVISIONS

**Conversion
Policy**

Provisions:

*What are the
Conversion
Policy
provisions?*

The Conversion Policy will:

- 1) be issued on one of the Life Insurance policy forms the Insurer is issuing for this purpose at the time of conversion; and
- 2) base premiums on the Insurer's rates in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide:

- 1) the same terms and conditions of coverage as The Policy;
- 2) any benefit other than the Life Insurance Benefit; and
- 3) term insurance.

However, Conversion is not available for any Amount of Life Insurance which was, or is being, continued:

- 1) in accordance with the Waiver of Premium provision;
- 2) under a certificate of insurance issued in accordance with the Portability provision; or
- 3) in accordance with the Continuation Provisions;

until such coverage ends.

Module Number 9.03

**Death within
the Conversion**

Period:

*What if
I die or my
Dependents die
before coverage
is converted?*

We will pay the deceased person's Amount of Life Insurance You would have had the right to apply for under this provision if :

- 1) coverage under The Policy terminates; and
- 2) You or Your Dependent die within 31 days of date coverage terminates; and
- 3) We receive Proof of Loss.

If the Conversion Policy has already taken effect, no Life Insurance Benefit will be payable under The Policy for the amount converted.

Module Number 9.04

**Effect of
Waiver of
Premium on
Conversion:**

*What happens
to the
Conversion
Policy if Waiver
of Premium is
later approved?*

If You apply and are approved for Waiver of Premium after an individual Conversion Policy has been issued, any benefit payable at Your death under The Policy will be paid only if the individual Conversion Policy is surrendered.

Module Number 9.05

Section XI

ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS

Accidental Death and Dismemberment Benefit:

If You or Your Dependent sustain an Injury which results in any of the following Losses within 90 days of the date of accident, We will pay the injured person's amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss after We receive Proof of Loss in accordance with the Proof of Loss provision.

When is the Accidental Death and Dismemberment Benefit payable?

This Benefit will be paid according to the General Provisions of The Policy.
We will not pay more than the Principal Sum to any one person, for all Losses due to the same accident.

For Loss of:

Life.....	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes.....	Principal Sum
One Hand and One Foot.....	Principal Sum
Speech and Hearing in Both Ears.....	Principal Sum
Either Hand or Foot and Sight of One Eye.....	Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia).....	Principal Sum
Movement of Both Lower Limbs (Paraplegia).....	Three-Quarters of Principal Sum
Movement of Three Limbs (Triplegia).....	Three-Quarters of Principal Sum
Movement of the Upper And Lower Limbs of One Side of the Body (Hemiplegia).....	One-Half of Principal Sum
Either Hand or Foot.....	One-Half of Principal Sum
Sight of One Eye.....	One-Half of Principal Sum
Speech or Hearing in Both Ears.	One-Half of Principal Sum
Movement of One Limb (Uniplegia).....	One-Quarter of Principal Sum
Thumb and Index Finger of Either Hand	One-Quarter of Principal Sum

Loss means with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) sight, speech and hearing, entire and irrecoverable loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints;
- 4) movement, complete and irreversible paralysis of such limbs.

Section XI

ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS

Seat Belt and Air Bag Benefit:
When is the Seat Belt and Air Bag Benefit payable?

If You or Your Dependent sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Seat Belt and Air Bag Benefit if the Injury occurred while the injured person was:

- 1) a passenger riding in; or
- 2) the licensed operator of;

a properly registered Motor Vehicle and was wearing a Seat Belt at the time of the Accident as verified on the police accident report.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if the injured person was:

- 1) positioned in a seat equipped with a factory-installed Air Bag; and
- 2) properly strapped in the Seat Belt when the Air Bag inflated.

The Seat Belt Benefit is the lesser of:

- 1) an amount resulting from multiplying the injured person's amount of Principal Sum by the Seat Belt Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

The Air Bag Benefit is the lesser of:

- 1) an amount resulting from multiplying the injured person's amount of Principal Sum by the Air Bag Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

Accident, for the purpose of this Benefit only, means the unintentional collision of a Motor Vehicle during which the injured person was wearing a Seat Belt.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the Motor Vehicle or its proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

Seat Belt means:

- 1) an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle, or proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications; or
- 2) a child restraint device that meets the standards of the National Safety Council and is properly secured and used in accordance with applicable state law and installed according to the recommendations of its manufacturer for children of like age and weight.

The Seat Belt and Air Bag Benefit will not be payable if the injured person is operating the Motor Vehicle at the time of Injury while:

- 1) Intoxicated; or
- 2) taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician.

Section XI

ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS

Intoxicated means:

- 1) the blood alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Module Number 11.06

Repatriation

Benefit:

When is the Repatriation Benefit payable?

If You or Your Dependent sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Repatriation Benefit, if the death occurs outside the territorial limits of the state or country of the deceased person's place of permanent residence. We will only pay a benefit if the deceased person's body is transported across state lines or country borders.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Repatriation Benefit will pay the least of:

- 1) the actual expenses incurred for:
 - a) preparation of the body for burial or cremation; and
 - b) transportation of the body to the place of burial or cremation;
- 2) the amount resulting from multiplying the deceased person's amount of Principal Sum by the Repatriation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Module Number 11.07

Bereavement Counseling

Benefit: *When is the Bereavement Counseling Benefit payable?*

If You or Your Dependent die and a Benefit is payable for Loss of life under the Accidental Death and Dismemberment Benefit, We will pay the expenses You or Your dependents incur for Bereavement Counseling.

This Benefit will be paid:

- 1) after We receive proof of Bereavement Counseling expenses, satisfactory to Us, within one year of the date of Your or Your Dependent's death; and
- 2) according to the General Provisions of The Policy.

We will pay up to \$50.00 per visit up to the Maximum Amount for this Benefit per person.

The expenses for Bereavement Counseling must first be incurred within 90 days of the date of the death.

Bereavement Counseling means treatment or counseling for the grief reaction resulting from Your or Your Dependent's Loss of life. Counseling must be provided by a licensed therapist, counselor, or psychiatrist who is registered or certified to provide psychological treatment or counseling.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Module Number 11.25

Section XI

ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS

Exclusions (Not applicable to the Life Insurance benefits): *What is not covered under The Policy?*

The Policy does not cover any loss caused or contributed by:

- 1) intentionally self-inflicted Injury;
- 2) suicide or attempted suicide, whether sane or insane;
- 3) war or act of war, whether declared or not;
- 4) Injury sustained while on active duty as a member of the armed forces (land, water, air) of any country or international authority except Reserve National Guard Service;
- 5) Injury sustained while On any aircraft except a Civil or Public Aircraft, or Military Transport Aircraft;
- 6) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;
- 7) Injury sustained while riding or driving in a scheduled race or testing any Motor Vehicle on tracks, speedways or proving grounds;
- 8) Injury sustained while committing or attempting to commit a felony;
- 9) Injury sustained while Intoxicated; or
- 10) Injury sustained while driving while Intoxicated.

Intoxicated means:

- 1) the blood alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

Reserve National Guard Service means: You are:

- 1) attending or en route to or from any active duty training of less than sixty (60) days;
- 2) attending or en route to or from a service school of any duration;
- 3) taking part in any authorized inactive duty training; or
- 4) taking part as a unit member in a parade or exhibition authorized by official orders.

Module Number 11.30

Section XIII

GENERAL PROVISIONS

Notice of Claim:
*When should I
notify the
Company of a
claim?*

You, or the person who has the right to claim benefits, must give Us, or Our representative, written notice of a claim within 30 days after:

- 1) the date of death; or
- 2) the date of loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address and the Policy Number.

Module Number 13.01

Claim Forms:
*Are special forms
required to file a
claim?*

Within 15 days of receiving a Notice of Claim, We will send forms to the claimant to provide Proof of Loss. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.

Module Number 13.02

Proof of Loss:
*What is Proof of
Loss?*

Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your Enrollment form;
- 4) Your Beneficiary Designation (if applicable);
- 5) documentation of:
 - a) the date Your Disability began;
 - b) the cause of Your Disability;
 - c) the prognosis of Your Disability;
- 6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 7) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 8) Your signed authorization for Us to obtain and release medical, employment and financial information; or
- 9) Any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

Module Number 13.03

**Sending Proof of
Loss:** *When
must Proof of
Loss be given?*

Written Proof of Loss should be sent to Us;

- 1) with respect to the Life Insurance Benefits, within 365 days; and
- 2) with respect to the Accidental Death and Dismemberment Benefits, within 90 days; after the loss. However, all claims should be submitted to Us within 90 days of the date coverage ends.

If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible; but
- 3) not later than 1 year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

Module Number 13.04

**Physical
Examination and
Autopsy:** *Can
We have a
claimant
examined or
request an
autopsy?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

Module Number 13.05

Section XIII GENERAL PROVISIONS

Claim Payment: When We determine that benefits are payable, We will pay the benefits due in accordance with the Claims to be Paid provision, but not more than 30 days after such Proof of Loss is received.
When are benefit payments issued?
Module Number 13.06

Claims to be Paid: *To whom will benefits for my claim be paid?* Life Insurance Benefits and benefits for loss of life under the Accidental Death and Dismemberment Benefits will be paid in accordance with the life insurance Beneficiary Designation.
If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:
1) all to Your surviving Spouse; or
2) if Your Spouse does not survive You, in equal shares to Your surviving Children; or
3) if no Child survives You, in equal shares to Your surviving parents; or
4) the executors or administrators of Your estate.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

If any beneficiary is a minor, We may pay his or her share, until a legal guardian of the minor's estate is appointed, to a person who at Our option and in Our opinion is providing financial support and maintenance for the minor. We will pay:

- 1) \$200.00 at Your death; and
- 2) monthly installments of not more than \$200.00.

Payment to any person as shown above will release Us from all further liability for the amount paid.

We will pay the Life Insurance Benefit at Your Dependents' death to You, if living. Otherwise, it will be paid, at Our option, to Your surviving Spouse or the executor or administrator of Your estate.

We will make any payments, other than for loss of life, to You. We may make any such payments owed at Your death to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent,

then We may pay up to \$1,000 to a person who is related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

Module Number 13.07

Beneficiary Designation: *How do I designate or change my beneficiary?* You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a Power of Attorney.

Module Number 13.08

Section XIII

GENERAL PROVISIONS

Claim Denial: If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision. This written notification will:

What notification will my Beneficiary or I receive if a claim is denied?

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions upon which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

Module Number 13.09

Claim Appeal: On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

What recourse do my Beneficiary or I have if a claim is denied?

- 1) must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
 - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

Module Number 13.10

Policy Interpretation: We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Who interprets policy terms and conditions?

Module Number 13.11

Incontestability: Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the Policy Effective Date. This provision does not apply to the Accidental Death and Dismemberment, or Activities of Daily Living benefits.

When can The Policy be contested?

In the absence of Fraud, no statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.

No statement made relating to Your Dependents being insurable will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during the Dependent's lifetime. In order to be used, the statement must be in writing and signed by You or Your representative.

Module Number 13.12

Legal Actions: Legal action cannot be taken against Us:

When can legal action be taken?

- 1) sooner than 60 days after the date written Proof of Loss is furnished; or
- 2) 3 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

Module Number 13.14

Workers' Compensation: The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

How does The Policy affect Workers' Compensation coverage?

Module Number 13.15

Section XIII

GENERAL PROVISIONS

Insurance

Fraud: *How does the Company deal with fraud?*

Insurance fraud occurs when You, Your Dependents and/or Your Employer provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You, Your Dependents and/or Your Employer commit insurance fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit insurance fraud. We will pursue all available legal remedies if You, Your Dependents and/or Your Employer perpetrate insurance fraud.

Module Number 13.16

Misstatements: *What happens if facts are misstated?*

If material facts about You or Your Dependents were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

Module Number 13.17

IN CASE OF CONSUMER COMPLAINTS CONCERNING OR CONNECTED TO THIS POLICY, PLEASE CONTACT YOUR AGENT OR BROKER FOR ASSISTANCE, OR CONTACT:

UNITED HERITAGE LIFE INSURANCE COMPANY

P.O. BOX 7777

MERIDIAN, IDAHO 83680-7777

(208)-493-6100

(800) 657-6351

IF DISCUSSIONS WITH THE INSURER, OR ITS AGENT OR OTHER REPRESENTATIVE, OR BOTH, HAVE FAILED TO PRODUCE A SATISFACTORY RESOLUTION TO THE PROBLEM, YOU MAY CONTACT:

IDAHO DEPARTMENT OF INSURANCE

CONSUMER AFFAIRS DIVISION

700 W. STATE ST., 3RD FLOOR, PO BOX 83720

BOISE, IDAHO 83720-0043

TELEPHONE NUMBER: 1-208-334-4250 FAX NUMBER: 1-208-334-4398

WEBSITE: www.doi.idaho.gov