

SERFF Tracking Number: HMRK-125733709 State: Arkansas
Filing Company: HM Life Insurance Company State Tracking Number: 39620
Company Tracking Number: HMP-TL 308
TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -
Fixed/Indeterminate Premium
Product Name: Term Life
Project Name/Number: Term Life/HMP-TL 308

Filing at a Glance

Company: HM Life Insurance Company

Product Name: Term Life

TOI: L04G Group Life - Term

Sub-TOI: L04G.103 Renewable - Single Life -
Fixed/Indeterminate Premium

Filing Type: Form

SERFF Tr Num: HMRK-125733709 State: ArkansasLH

SERFF Status: Closed

State Tr Num: 39620

Co Tr Num: HMP-TL 308

State Status: Approved-Closed

Co Status:

Reviewer(s): Linda Bird

Author: Jennifer Bayich

Disposition Date: 07/17/2008

Date Submitted: 07/15/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Term Life

Project Number: HMP-TL 308

Requested Filing Mode:

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Exempt from filing
in PA.

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer, Association

Filing Status Changed: 07/17/2008

State Status Changed: 07/17/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

July 15, 2008

Arkansas Department of Insurance

120 West 3rd Street

Little Rock, AR 72201

SERFF Tracking Number: HMRK-125733709 *State:* Arkansas
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(VIA SERFF)

Re: HM Life Insurance Company

NAIC 93440

FEIN 06-1041332

Form Filing

Term Life Policy HMP-TL 308

Term Life Certificate HMC-TL 308

Dear Sir or Madam:

The above captioned forms are being filed for review and approval in Arkansas. These forms do not replace any forms now on file with your department. We are submitting these forms in final print and in compliance with the filing guidelines in your state.

The forms contained in this filing represent HM Life's group term life product. This plan of insurance will be marketed by HM Life to employer, or similar, groups on a non-contributory, or contributory / voluntary, payroll deduction basis. These forms offer coverage to employees only. We will not market to any organization for which a filing is required in your state or that is not a group as defined by applicable law. There is no deviation from generally accepted standard insurance practices.

Bracketed items in this filing indicate variable information, and may be removed from some group plans developed. Any or all of the variables could be used in each plan, policy or certificate; please see the enclosed "Variables, Customized Provisions, and Format" memorandum for a discussion.

Please note that the Application for Group Insurance Form HMWA 308, approved for use by your Department on May 23, 2008, (SERFF Filing# HMRK-125652016), will be used with these forms.

These forms have been tested for readability and a readability certification is attached.

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If you have any questions, please contact me at either my fax number 412-544-1138 or direct dial 412-544-0923 or via e-mail to Jennifer.bayich@hminsurancegroup.com.

Thank you in advance for your immediate attention.

Sincerely,

Jennifer L. Bayich, Esq.
Compliance Analyst III

Attachments

Company and Contact

Filing Contact Information

Jennifer Bayich, Compliance Analyst II
P.O. Box 535061
Pittsburgh, PA 15235-5061

jennifer.bayich@hminsurancegroup.com
(412) 544-0923 [Phone]
(412) 544-1138[FAX]

Filing Company Information

HM Life Insurance Company
PO Box 535065
Suite P6504
Pittsburgh, PA 15253-5065
(412) 544-1139 ext. [Phone]

CoCode: 93440 State of Domicile: Pennsylvania
Group Code: 812 Company Type:
Group Name: HM Insurance Group State ID Number:
FEIN Number: 06-1041332

Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? No
Fee Explanation: 2 forms x \$50

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State: Arkansas

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Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
HM Life Insurance Company	\$100.00	07/15/2008	21414053

SERFF Tracking Number: HMRK-125733709

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	07/17/2008	07/17/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Summary of Variables	Supporting Document	Jennifer Bayich	07/15/2008	07/15/2008

SERFF Tracking Number: HMRK-125733709

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Disposition

Disposition Date: 07/17/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Summary of Variables		Yes
Form	Group Term Life Insurance Policy		Yes
Form	Group Term Life Insurance Certificate		Yes

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Amendment Letter

Amendment Date:
Submitted Date: 07/15/2008

Comments:

Good Morning-

Attached is the Summary of Variables Document referenced in the filing description. I apologize for the oversight in the original submission.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Summary of Variables

Comment:

Summary of Variables HM-TL 308.pdf

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Form Schedule

Lead Form Number: HMP-TL 308

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	HMP-TL 308	Policy/Cont	Group Term Life Insurance Policy	Initial		56	HM Life Policy.pdf
	HMC-TL 308	Certificate	Group Term Life Insurance Certificate	Initial		56	HM Life Cert.pdf

HM Life Insurance Company

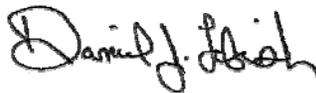
120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

POLICYHOLDER: [*]
[PARTICIPATING ORGANIZATION] [*]
POLICY NUMBER: [*]
POLICY EFFECTIVE DATE: [*]
POLICY ANNIVERSARY DATE: [*]
STATE OF ISSUE: [*]

HM Life Insurance Company, herein called the Company or we, us or our, in consideration of the [Application for this Policy, if any, and the] timely payment of Premiums, agrees, subject to the terms and conditions of the Policy, to insure the [Policyholder]'s eligible [employee]s and their eligible dependents under this Policy. The [Policyholder] may add new [employee]s or dependents from time to time in accordance with the terms of the Policy. Subsequent anniversaries of the Policy will be the same date each year thereafter.

This Policy describes the terms and conditions of insurance. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Policy Effective Date shown above, at the [Policyholder]'s address. The laws of the State of Issue shown above govern this Policy. We and the [Policyholder] agree to all of the terms of this Policy

IN WITNESS WHEREOF **HM Life Insurance Company** has caused this Policy to be executed on the Date of Issue to take effect on the Effective Date.



President

GROUP TERM LIFE POLICY • NON-PARTICIPATING

Questions or Comments

We want to hear from you. If you have any questions about this Policy, its benefits, the filing of claims, a complaint or a compliment, write to us at the address on the front of this Policy. Thank you for your loyal patronage.

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[SCHEDULE OF AFFILIATES

The following Affiliates are covered under this Policy on the effective dates listed below. A newly-acquired Affiliate may be covered under this Policy on the date it is acquired as long as the [Policyholder] notifies us within [30] [45] [60] [90] [180] days of its acquisition and pays the required premium. If we are not notified within the required time period, the Affiliate will be covered on the date we agree in writing to provide coverage and receive the required premium. Individuals who are [employed by] [members of] [associated with] the Affiliate on its effective date of coverage are eligible for coverage on that date.

[Affiliate Name	Location	Effective Date
[*]	[*]	[*]]

SCHEDULE OF BENEFITS

This Policy is intended to be read in its entirety. In order to understand how benefits are calculated and all the conditions, exclusions and limitations applicable to its benefits, please read all the Policy provisions carefully.

[Until an [Employee] [or] [spouse] [Domestic Partner] submits and we approve satisfactory Applicant Information [his] [their] Life [and] [Accidental Death and Dismemberment] Benefit is limited to the Guarantee Issue Amount. [An [Employee] [or] [spouse] [Domestic Partner] may have to provide Evidence of Insurability for amounts of Life [and] [Accidental Death and Dismemberment] over the Evidence of Insurability Amount.] The date of our approval and the amount we approve will be communicated to the [Employee] in writing.]

Benefits are payable per Covered Person. No benefits are payable for any Covered Person until the Eligibility Waiting Period has been completed.

Eligibility Waiting Period

[For [employee]s hired [30] [31] [60] days [or more] before the Certificate Effective Date: [None] [30] [31] [45] [60] [90] [days] [The period determined by the [Policyholder's] personnel practices]]

[For [employee]s hired after the Certificate Effective Date: [None] [30] [31] [45] [60] [90] [days] [the [Policyholder]'s next [Annual] [Open] Enrollment Period] [The period determined by the [Policyholder's] personnel practices]]

Applying for Coverage

An [Employee] may only apply for coverage or for an increase in his Benefit Amount during the following periods:

1. Within 31 days after the date he is first eligible for coverage under the Policy; or
2. During the [Annual] [Open] Enrollment Period.

An [Employee] cannot apply for coverage or for a change in his Benefit Amount at any other time.

Within 31 days of the date he is first eligible for coverage an [Employee] may elect may elect to a Life [and] [or] [Accidental Death and Dismemberment] Benefit[s] on himself [and his] [spouse] [Domestic Partner] [child] [Dependent][s]. An [Employee] [and his] [spouse] [Domestic Partner] must submit satisfactory Applicant Information to become insured for a Life [and/or] [Accidental death and Dismemberment] Benefit over the Guarantee Issue Amount.

If an [Employee] does not apply for coverage on himself [or his] [spouse] [Domestic Partner] [child] [Dependent][s] within 31 days of the date he is first eligible, or elects coverage on himself [or his] [spouse] [Domestic Partner] [child] [Dependent][s] and subsequently voids coverage within that time period, he must wait until the next [Annual] [Open] Enrollment Period.

At that time an [Employee] [and his] [spouse] [Domestic Partner] must submit satisfactory Applicant Information to become insured for a Life [and/or] [Accidental Death and Dismemberment] Benefit.

An [Employee] may also elect to increase or decrease his [or his] [spouse's] [Domestic Partner's] Life [and/or] [Accidental death and Dismemberment] Benefit during the [Annual] [Open] Enrollment Period. He may increase his [or his] [spouse's] [Domestic Partner's] Life [and/or] [Accidental Death and Dismemberment] up to the maximum amount that he [or his] [spouse] [Domestic Partner] is eligible for by submitting satisfactory Applicant Information. An [Employee] does not have to submit Applicant Information to decrease his [or his] [spouse's] [Domestic Partner's] [child's] [Dependent's] Life [and/or] [Accidental Death and Dismemberment] Benefit, or to increase a dependent child's Life [and/or] Accidental death and Dismemberment] Benefit].

Any Benefit Amount elected by the [Employee] [or elected by the [Employee] for coverage on the [spouse] [Domestic Partner] [over the [Employee] Guarantee Issue Amount] when first eligible is not effective until we approve the Applicant Information; thereafter the entire Benefit Amount elected for coverage on the [Employee] [or] [spouse] [Domestic Partner] will not be effective until the [date] [first day of the month coinciding with or next following] the [Annual] [Open] Enrollment Period, or the date we approve the Applicant Information, if later. [Applicant Information is not required for coverage on a [spouse] [Domestic Partner] dependent child.]

[In addition to Applicant Information an [Employee] [or] [spouse] [Domestic Partner] may have to provide Evidence of Insurability. Any Benefit Amount elected by the [Employee] [or elected by the [Employee] for coverage on the [spouse] [Domestic Partner]] over the Evidence of Insurability Amount is not effective until the [Employee] [or] [spouse] [Domestic Partner] submits and we approve satisfactory Evidence of Insurability.]

[Any change in an [Employee's] [and his] [spouse's] [Domestic Partner's] [child's] Accidental Death and Dismemberment Benefit applies to injuries received on or after that date.]

[If a Covered Person is not in Active Service on the effective date of a change, any change in his Benefit Amount will be postponed until he returns to Active Service for one full day.]

Benefit Amount

[Employee]

[Option – flat:]

Life Benefit [\$2,000 to \$500,000 in \$1,000 increments]

[Accidental Death and Dismemberment Benefit [\$2,000 to \$500,000 in \$1,000 increments]]

[Option – earnings level:]

Life Benefit [One to five times] an [Employee]'s Annual Earnings up to [\$500,000] in [\$1,000] increments

[Accidental Death and Dismemberment Benefit [One to five times] an [Employee]'s Annual Earnings up to [\$500,000] in [\$1,000] increments]]

[Option - AD&D benefit same as life benefit:]

[Accidental Death and Dismemberment Benefit An amount equal to the amount of your Life Benefit]

[Dependent]

[An [Employee] may elect to insure his Dependent(s) for the Life [and] [Accidental Death and Dismemberment] Benefit[s] shown below.]

[Spouse] [Domestic Partner]

Life Benefit [Lesser of \$50,000 or] [[50] [100] % of the [elected] [Employee] [Guarantee Issue Amount] [Employee Life Benefit] [to a maximum of] [\$2,000 to \$500,000 in \$1,000 increments]

[Accidental Death and Dismemberment Benefit [Lesser of \$50,000 or] [[50] [100] % of the [elected] [Employee] [Guarantee Issue Amount] [Employee Life Benefit] [to a maximum of] [\$2,000 to \$500,000 in \$1,000 increments]]

[Dependent Child:]

[Option:]

[Age of Child

	<u>Life Benefit</u>	<u>[Accidental death and Dismemberment Benefit]</u>
[Birth to 14 days]	[None][100][500]	[None][100][500]
[15days to 6 months]	[\$100][500] [\$1,000]	[\$100][500] [\$1,000]
[6 months and older]	[\$1,000 to \$10,000 in \$1000 increments]	[\$1,000 to \$10,000 in \$1,000 increments]]

[Option:]

Life Benefit [10] [25] % of the Employee Life Benefit [to a maximum of \$10,000]

[Accidental Death and Dismemberment Benefit [10] [25] % of the Employee Life Benefit [to a maximum of \$10,000]]

[Option:]

Life Benefit [\$1,000 to \$10,000 in \$1000 increments]

[Accidental Death and Dismemberment Benefit [\$1,000 to \$10,000 in \$1,000 increments]]

Reduction Schedule

A Covered Person's Life [and] [Accidental Death and Dismemberment] Benefit will be reduced as shown below:

At age 70 by 35%

At age 75 by 50% of the amount in force prior to age 70

At age 80 by 65% of the amount in force prior to age 70

[At age 85 by 75% of the amount in force prior to age 70]

Guarantee Issue Amount

The Guarantee Issue Amount is

[Employee]

Life Benefit

[None] [entire amount is] [subject to submission of Applicant Information] [Guarantee Issue] [\$10,000 to \$100,000 in \$5,000 increments]

[Accidental Death and Dismemberment Benefit

[None] [entire amount is] [subject to submission of Applicant Information] [Guarantee Issue] [\$10,000 to \$100,000 in \$5,000 increments]]

[Spouse] [Domestic Partner]

[Life Benefit]

[None] [entire amount is] [subject to submission of Applicant Information] [Guarantee Issue] [\$10,000 to \$100,000 in \$5,000 increments] [50%] [100%] [of [Employee] Guarantee Issue Amount]

[Accidental Death and Dismemberment Benefit

[None] [entire amount is] [subject to submission of Applicant Information] [Guarantee issue] [\$10,000 to \$100,000 in \$5,000 increments]] [50%] [100%] [of [Employee] Guarantee Issue Amount]]

Evidence of Insurability Amount

The Evidence of Insurability Amount is

[Employee]

Life Benefit

[None] [\$250,000 to \$500,000 in \$5,000 increments]

[Accidental Death and Dismemberment Benefit

[None] [\$250,000 to \$500,000 in \$5,000 increments]]

[Spouse] [Domestic Partner]

[Life Benefit]

[None] [\$250,000 to \$500,000 in \$5,000 increments] [50%] [100%] [of [Employee] Evidence of Insurability Amount]

[Accidental Death and Dismemberment Benefit

[None] [\$250,000 to \$500,000 in \$5,000 increments] [50%] [100%] [of [Employee] Evidence of Insurability Amount]]

Minimum Participation Requirement

[5] [Employees] or [10%] of [Employee's] eligible]

Rates and Premiums

Mode of Premium Payment

[Weekly] [Bi-weekly][Monthly] [Quarterly] [Semi-annual] [Annual]

Premium Due Dates

[Policy Effective Date and the first day of each month thereafter]

[Policy Effective Date and the first day of each calendar quarter thereafter]

[Policy Effective Date and the first day [July] [and] [January] thereafter]

Contributions

The [entire] cost of this insurance is paid by [the] [[Policyholder]] [and] [Covered Persons].

Rates

[Weekly] [Bi-weekly][Monthly] [Quarterly] [Semi-annual] [Annual] Rate

Employee / Spouse Rate

<u>Age</u>	<u>Nicotine Use</u>	<u>Non-nicotine Use</u>	<u>Uni-Nicotine</u>
Under 25	[*]	[*]	[*]
25 to 29	[*]	[*]	[*]
30 to 34	[*]	[*]	[*]
35 to 39	[*]	[*]	[*]
40 to 44	[*]	[*]	[*]
45 to 49	[*]	[*]	[*]
50 to 54	[*]	[*]	[*]
55 to 59	[*]	[*]	[*]
60 to 64	[*]	[*]	[*]
65 to 69	[*]	[*]	[*]
70 and older	[*]	[*]	[*]
Composite	[*]		

<u>Age</u>	<u>Male</u>	<u>Female</u>	<u>Uni-Sex</u>
Under 25	[*]	[*]	[*]
25 to 29	[*]	[*]	[*]
30 to 34	[*]	[*]	[*]
35 to 39	[*]	[*]	[*]
40 to 44	[*]	[*]	[*]
45 to 49	[*]	[*]	[*]
50 to 54	[*]	[*]	[*]
55 to 59	[*]	[*]	[*]
60 to 64	[*]	[*]	[*]
65 to 69	[*]	[*]	[*]
70 and older	[*]	[*]	[*]
Composite	[*]		

Child Rate

Rate per Child	[*]
All Children	[*]

DEFINITIONS

Please note that certain words used in this Policy have specific meanings. Other than references to he, him, his, you, your, yours, we, us or our, the words defined below and capitalized within the text of this Policy have the meanings set forth below.

Active Service means that the [Employee] is either:

1. at work on one of the [Employees] scheduled work days and is performing his regular duties on a scheduled basis, either at one of the [Employer's] usual places of business or at some other location to which the [Employer]'s business requires him to travel;
2. on a scheduled holiday[,], [or] vacation day [or period of [Employer] approved paid leave of absence][, only if the [Employee] was in Active Service on the preceding scheduled workday].

A Covered Person is considered in Active Service if he is not one of the following:

1. an in-patient in a hospital, skilled nursing facility, rehabilitation hospital, convalescent / personal care facility or receiving out-patient care and/or therapy that affects a Covered Person's ability to perform his regular duties on a scheduled basis;
2. confined at home under the care of a Physician or Doctor for a treatment of an injury or sickness; or
3. Disabled.

[Option – for takeover plans:]

[If an [Employee] was insured under another group term life plan administered by the [Policyholder] on the last day before the effective date of [his coverage under] the [Policy], he can become insured under the [Policy] on the [Effective Date of the Certificate] [effective date of an [Employee's] insurance] without meeting the Active Service requirement. However, the benefits we pay after he becomes insured under the [Policy], but before he meet the Active Service requirement, will be the benefits payable under the [Policy] or the benefits which would have been payable under the Prior Plan if the Prior Plan had remained in force, whichever are less, reduced by any benefits payable under the Prior Plan.]

Affiliate or Affiliated means a company or organization that is subsidiary to, affiliated with or controlled by the [Policyholder].

[Option:]

[Annual Earnings means an [Employee's] annual rate of earnings from the [Policyholder] including commissions[, deferred compensation] and tax deferred contributions he makes to a qualified plan sponsored by the [Policyholder], but excluding bonuses, overtime pay, and any other extra compensation. The following rules apply to the computation of your annual rate of earnings:

Commissions: An [Employee's] annual rate of earnings on any date includes the total commissions paid to the [Employee] by the [Policyholder] during the prior 12 calendar months. If he was not an [Employee] throughout the prior 12 calendar months, his annual rate of earnings includes 12 times the average monthly commissions paid to the [Employee] by the [Policyholder] for the period he was an [Employee].

Deferred Compensation: An [Employee's] annual rate of earnings includes the total earnings paid to the [employee] by the [Employer] for the prior [calendar] [fiscal] year as reflected on his Schedule K submitted to the IRS.]

Monthly pay: Monthly earnings are multiplied by 12 to find the [Employee's] annual rate of earnings.

Weekly pay: Weekly earnings are multiplied by 52 to find the [Employee's] annual rate of earnings

Hourly pay: An [Employee's] hourly pay rate is multiplied by the number of hours he is regularly scheduled to work per week (but not more than 40) to find an [Employee's] weekly earnings, which are multiplied by 52 to find his annual rate of earnings.

If an [Employee] does not have regular work hours, his annual rate of earnings on any date will be based on the average number of hours he worked during the prior 52 weeks (or during the period he was an [Employee], if he was not a [Employee] throughout the prior 52 weeks), but not more than 40.]

[Option:]

[Annual Earnings] means an [Employee's] annual rate of earnings from the [Policyholder] during the prior calendar year, including commissions, tax deferred contributions he made to a qualified plan sponsored by the [Policyholder], bonuses, [K1 earnings] and overtime pay, but excluding any other extra compensation. If he was not an [Employee] throughout the prior calendar year, use the [Employee's] current annual rate of earnings from the [Policyholder] including commissions and tax deferred contributions he makes to a qualified plan sponsored by the [Policyholder], but excluding bonuses, overtime pay, and any other extra compensation to determine the [Employee's] Annual Earnings.

An [Employees] annual rate of earnings on any date includes 12 times the average monthly commissions paid to the [Employee] by the [Policyholder] [and K1 earnings] during the period he was an [Employee].]

[Annual] [Open] Enrollment Period means a period of time agreed upon by the [Policyholder] and the Company, during which an [Employee] may apply for insurance.

Provide **Applicant Information** means an [Employee] [or] [spouse] [Domestic Partner] must sign our enrollment form and complete the Applicant Information section of that form.

Certificate means the document issued for delivery to the Covered Person that lists the benefits, conditions and limits of the Policy.

Company or we, us, our, means HM Life Insurance Company, domiciled in Pennsylvania.

Covered Person means an [Employee][,] [or] [Dependent] [Domestic Partner] , for whom an enrollment form has been accepted by us[, the required premium has been paid when due] and for whom coverage under this Policy remains in force. If [employee] is shown in the *Schedule of Benefits* we insure the [Employee]. Dependents are insured if either [Dependent spouse][,] [or] [Domestic Partner] or Dependent children is shown in the *Schedule of Benefits*.

Disabled means a person is currently unable, as a result of their sickness, accidental bodily injury, or pregnancy, to perform the Substantial and Material Duties of any Job or Occupation for which they are, or becomes, reasonably fitted by their education, training or experience and they are not Working at all.

Dependent means the [Employee]'s:

1. Spouse, unless such spouse is eligible as a Covered [Employee] under this Policy; [and] [or]
- [2.] [Domestic Partner, unless such person is eligible as a Covered [Employee] under this Policy; and]
- [3.] Unmarried natural or step child, unless such child is eligible for medical coverage as a Covered [Employee] under this Policy and who:
 - [a.] is less than [19] [23] [25] [30] years old; or
 - [b.] is unmarried, under [23] [25] [30] years of age and attends an accredited educational institution as a full-time student; or]
 - [c.] becomes incapable of self-support because of mental retardation or physical handicap before reaching the limiting age for dependent children. The Company must receive proof of incapacity within 31 days after coverage would otherwise terminate. This insurance will continue for as long as the Covered [Employee]'s insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age [19] [23] [25] [30].

This term includes a child who:

- [1.] [is living with the Covered [Employee] in a parent child relationship; or]
- [2.] is adopted by or placed for adoption with, or is party in a suit for adoption by, the Covered [Employee]; or

[3.] is required to be provided coverage by the Covered Person or his [spouse] [Domestic Partner] under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under, and having the force and effect of, state law and which satisfies the QMCSO requirements of ERISA (section 609[a]).

[Domestic Partner] means a person of [the same] [or] [the opposite] sex who:

[1.] [is not married or legally separated][;]

[2.] [has not been party to an action or proceeding for divorce or annulment within the last six months, or has been a party to such an action or proceeding and at least six months have elapsed since the date of the judgment terminating the marriage][;]

[3.] [Is not currently registered in a domestic partnership with a different domestic partner and has not been in such a relationship for at least six months][;]

[4.] [occupies the same residence as the [Employee]][;]

[5.] [has not entered into a domestic partnership relationship that is temporary, social, political, commercial or economic in nature][;] [and]

[6.] [has entered into a Domestic Partnership Arrangement with the [Employee]].]

[Domestic Partnership Arrangement] means the [Employee] and another person of [the same] [or] [the opposite] sex has any three of the following in common (documentation may be requested to the extent allowed by the city, county or state in which you reside):

1. joint lease, mortgage or deed;
2. joint ownership of a vehicle;
3. joint ownership of a checking account or credit account;
4. designation of the domestic partner as a beneficiary for the employee's life insurance or retirement benefits;
5. designation of the domestic partner as a beneficiary of the employee's will;
6. designation of the domestic partner as holding power of attorney for health care; or
7. shared household expenses.]

[Employee] means a [full-time] [employee] of the [Policyholder] [who works an average of [10] [15] [20] hours per week [or equivalent hours per month] [and who meets all of the requirements for one of the Covered Classes shown below].

[[Class 1] [All [employee]s] of the [Policyholder] who are officers]

[Class 2] [All [employee]s] of the [Policyholder] who are managers or supervisors]

[Class 3] [All [employee]s] of the [Policyholder]] at [location]]

[Class 4] All other [employee]s] of the [Policyholder]]]

Eligibility Waiting Period means the period of time that must lapse before an [Employee] is eligible for this insurance. It will be extended by the number of days the [Employee] is not in Active Service. We will not pay benefits for an Injury or Injuries sustained during the Eligibility Waiting Period. The Eligibility Waiting Period is shown in the *Schedule of Benefits*.

[Provide **Evidence of Insurability** means a Covered Person must upon request and at their expense:

1. Complete and sign our health and medical history form.
2. Sign our form authorizing us to obtain information about his health and other insurance coverage.
3. Provide any additional reasonable information about his insurability that we request.
4. Undergo a physical examination and testing at our request.]

Evidence of Insurability Amount means the amount shown in the *Schedule of Benefits*.

Guarantee Issue Amount means the amount shown in the *Schedule of Benefits*.

He, him or his means an individual, male or female.

Job means a group of similar positions within an establishment, which are identical with respect to their major or significant tasks. There may be one or many persons employed in the same Job. As used above an “establishment” is a public or private employing unit that produces, provides and/or sells goods or services at a single physical location. An establishment may range in size from a single self-employed worker to thousands of workers.

Occupation means a group of Jobs, found at more than one establishment, in which a common set of tasks are performed and related in terms of similar objectives, methodologies, materials, products, worker actions or worker characteristics.

Physician or Doctor means a licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

1. employed or retained by the [Policyholder];
2. living in the Covered Person's household; or
3. a parent, sibling, spouse[,] [domestic partner] or child of the Covered Person.

[Plan] Year or annual or annually means a period of twelve consecutive months beginning on the Policy Effective Date and subsequent Anniversary Dates.

Policyholder means the entity shown on the cover page of this Policy.

[Participating Organization] means the entity shown on the cover page of this Policy.]

Prior Plan means another group life insurance plan on an insured or self funded basis administered by the Policyholder in effect on the day before effective date of an [Employee's] insurance under this Certificate.

Substantial and Material Duties or Substantial and Material Duty means the duties which an employer normally requires for the performance of an occupation and which cannot be reasonably omitted or modified. Substantial and Material Duties include Working the number of hours required in a Covered Person's regularly scheduled work week, up to 40 hours per week. Any requirement that a person works in excess of 40 hours per week will not be considered a Substantial and Material Duty.

ELIGIBILITY, EFFECTIVE DATE, TERMINATION AND CONTINUATION PROVISIONS

Policy Effective Date

We agree to provide the benefits described in this Policy in consideration of the payment of the premium when due. Insurance coverage begins on the Policy Effective Date shown on this Policy's first page as long as the Minimum Participation requirement shown in the *Schedule of Benefits* has been satisfied.

[Effective Date for Newly-Acquired Affiliates

Insurance becomes effective for any newly-acquired affiliate of the [Policyholder] on first of the month following the date it is acquired if we have been notified in writing within the time period specified in the *Schedule of Affiliates*, have agreed to provide insurance, and have received any additional premium due. If we are not so notified, insurance for the Affiliate will become effective on the first of the month following the date we agree in writing to insure it and receive any additional premium due. Individuals who are [Employee]s of an Affiliate on its effective date of insurance under this Policy will be eligible for insurance on that date.]

Eligibility

An [Employee][,][Dependent] [or][Domestic Partner] is eligible provided:

1. they meet the applicable definition shown in *Definitions*; and
2. they have completed the Eligibility Waiting Period, if any; and
- [3. in the case of an [Employee][,][Dependent spouse] [or] [Domestic Partner] they are under age 70 [on the Effective Date of the Certificate] [date they complete the Eligibility Waiting Period]; and]
- [4.] they meet the definition of Active Service in *Definitions*.

No person is eligible for insurance under this Policy as both an [Employee][,] [Dependent] [or Domestic Partner] at the same time.

Effective Date

The Effective Date of the Policy and Certificate is shown on the applicable cover page.

An eligible [Employee]'s insurance becomes effective on the [day] [first of the month] following the date he[:]

- [1.] submits a complete enrollment form, if any [and we approve that form]; and]
- [2.] has paid the required first contribution, if any].

An eligible Dependent's [or Domestic Partner]'s insurance becomes effective on the [day] [first of the month] [following the date the [Employee] first becomes insured[, or the [day] [first of the month]] following the date the person becomes eligible[, if later][, provided[:]

- [1.] [a completed enrollment form, if any, is submitted for the Dependent [and we approve that form][:]; [and]
- [2.] [the [Employee] has paid the required first contribution, if any, for the Dependent's coverage.

If either the [spouse] [or Domestic Partner] is eligible as an [Employee] the dependent children [may be covered] [are eligible for coverage] under only one [Employee].

If both of the [spouses] [or Domestic Partners] are eligible as an [Employee] and have no dependent children;

1. both will be insured as Covered Persons when a Covered Person is not required to contribute to the cost of his insurance; and
2. both may be insured as Covered Persons or one may elect to insure the other as a Dependent when a Covered Person is required to contribute to the cost of his insurance.

If both of the [spouses] [or Domestic Partners] are eligible as an [Employee] and have dependent children;

1. both will be insured as Covered Persons and dependent coverage will be provided via only the parent whose birthday occurs first during a Plan] Year, when an [Employee] is not required to contribute to the cost of his Dependents' insurance; and
2. both may be insured as an [Employee] but only one may elect dependent coverage to insure dependent children, when an [Employee] is required to contribute to the cost of his dependents' insurance.

A [spouse] [or Domestic Partner] that does not meet the definition of [Employee], or a dependent child may be insured as a Dependent provided one [spouse] [or Domestic Partner] meets the definition of [Employee] shown in *Definitions*.

[A child adopted by, or placed for adoption with, or who are a party in a suit for adoption by an [Employee] or spouse is eligible for coverage on the same basis as a natural child.]

[Foster children [and other children living with the [Employee] or spouse in a parent child relationship] are eligible for coverage on the same basis upon placement in the home.]

Deferred Effective Date

The effective date of insurance will be deferred for any [Employee] who is not in Active Service on the [day] [first of the month] following the date he would otherwise have become eligible. Coverage will become effective on the later of the [day] [first of the month] following the date he returns to Active Service and the [day] [first of the month] following the date coverage would otherwise have become effective.

[Late Entrant

A person will be considered a late entrant if he does not apply for insurance under this Policy within 31 days of the [day] [first of the month] following the date he is first eligible.

If a person does not apply for insurance under this Policy within 31 days of the date he is first eligible, he must wait until the [Policyholder]'s next [Annual] [Open] Enrollment Period. Coverage for any late enrollee will become effective on the date specified by the [Policyholder].]

Effective Date of Changes

Any increase or decrease in the amount of insurance for the Covered Person resulting from a change in benefits provided by this Policy, a change in the [Employee]'s Covered Class, a change in election or a change in a Covered Person's age will take effect on the [day] [first of the month] following the date of such change. Increases will take effect subject to any Active Service and Application Information requirement.

Termination of Insurance

The insurance on an [Employee] will end on the earliest date below:

1. The first of the month following the date this Policy or insurance for a Covered Class is terminated [unless coverage is being continued under Waiver of Premium];

2. The [day] [next premium due date after first of the month] following the date he is no longer in a Covered Class or satisfies eligibility requirements under the [Policy]; however, coverage may be continued for up to twelve months from the date he is unable to be in Active Service due to sickness, accidental bodily injury or pregnancy, but not beyond:
 - a. the date his employment is terminated by either the [Employee] or the [Policyholder];
 - [b.] [the date he retires;]
 - [c.] [the date he becomes 70 years of age;] or
 - [d.] Twelve months from his last day of Active Service or the date he becomes Disabled, if later.]
 3. The last day of the last period for which premium is paid;
 4. The end of any period of continuation approved by us; and
 - [5.] [With respect to the Accidental Death and Dismemberment Benefit the later of the date an [Employee's] Waiver of Premium claim is approved by us, or 12 months from his last day of Active Service or the date he becomes Disabled, if later.]
 - [6.] [The date of his retirement.]
 - [7.] [With respect to the Accidental Death and Dismemberment Benefit, the date of his retirement.]
- [The insurance on an [Employee's] [spouse] [Domestic Partner] [child] [Dependent] will end on the earliest date below:
- a. Five months after the date of an [Employee's] death.
 - b. The date an [Employee's] Insurance ends for any reason other than his death
 - c. The first of the month following the date this Policy or insurance for a Covered Class is terminated [unless coverage is being continued under Waiver of Premium];
 4. The date an [Employee's] child marries;
 5. The [day] [first of the month] following the date of divorce from the [Employee][, or termination of a Domestic Partnership Arrangement];
 6. The last day of the last period for which premium is paid;
 7. The end of any period of continuation approved by us; or
 8. The [date] [the last day of the month] a child is no longer a Dependent as defined due to the child's age; however, if such child is handicapped, that child's Insurance will be continued (unless it ends for one of the above reasons shown above), if we receive satisfactory written proof of the child's disability but not beyond:
 - a. The date the child becomes capable of self-sustaining employment.
 - b. The date the child ceases to be chiefly dependent upon the [Employee] for support and maintenance.
 - c. The date the child marries.
 - d. The date the child's coverage would end for any reason other than the child's attainment of the limiting age.

Proof of the child's disability must be furnished to us on our forms within 31 days after the child ceases to be a Dependent as defined, and thereafter as required by us, but not more often than once a year after the two year period following the child's attainment of the limiting age. We have the right, at our expense, to have the child examined at reasonable intervals while such child's coverage is being continued.

It is in an [Employee's] best interest to forward any request for proof of the child's disability as soon as possible. If we do not receive proof within 30 days of the date of a request, the child's coverage will end unless the [Employee] could not furnish such proof through no fault of their own.]

Termination will not affect a claim for benefits after the Eligibility Waiting Period, if any, and while coverage was in effect.

Effect of Termination

[Option – conversion:]

If an [Employee's] or his] [spouse's] [Domestic Partner's] [child's] [Dependent's] [Covered Person's] coverage under the [Policy] ends their Life Benefit will continue for 31 days. During this time they may convert their Life Benefit to an individual life insurance policy. They do not have to provide evidence of insurability. If a Covered Person does not exercise their Conversion Option within this period their coverage will end; see "Conversion Option" for details.

[Option - AD&D, accelerated benefit and waiver included:]

[If an [Employee's] [or his] [spouse's] [Domestic Partner's] coverage includes an Accelerated Benefit, any Accelerated Benefit paid will reduce the amount of their Life Benefit, but will not have any effect on the amount of their Accidental Death and Dismemberment Benefit. However, if an [Employee] also qualifies Waiver of Premium, his [and his] [spouse's] [Domestic Partner's] Accidental Death and Dismemberment Benefit will end on the date the [Employee's] claim for Waiver of Premium is approved by us.]

[Option - AD&D / waiver included:]

[If an [Employee] qualifies for Waiver of Premium, his [and his] [spouse's] [Domestic Partner's] Accidental Death and Dismemberment Benefit will end on the date the [Employee's] claim for Waiver of Premium is approved by us.]

[Option - AD&D and accelerated without waiver:]

If an [Employee's] [or his] [spouse's] [Domestic Partner's] coverage includes an Accelerated Benefit, any Accelerated Benefit paid will reduce the amount of their Life Benefit, but will not have any effect on the amount of their Accidental Death and Dismemberment Benefit.

BENEFITS

The amount of Life [and] [Accidental death and Dismemberment] Insurance payable [for the plan selected] is shown in the *Schedule of Benefits*. [If the *Schedule of Benefits* shows a Reduction Schedule any benefit payable after the attained age will be reduced by the rate shown in Reduction Schedule.] No benefits are payable for any Covered Person until the Eligibility Waiting Period has been completed.

Life Benefit

Subject to the terms of the [Policy], if a Covered Person dies while insured for these benefits, we will pay the Life Benefit shown in the Schedule of Benefits in a lump sum to the Beneficiary.

[Suicide Exclusion

[Until a Covered Person has been insured under the [Policy] for 24 consecutive months we will not pay a Life Benefit for a death that is caused or contributed to by suicide or any other intentionally self-inflicted injury, while sane or insane.

This exclusion also applies to any[:]

[1.] Increase in your Life Benefit for the first two years of such increase.

[2. Accelerated Benefit payment unless you have been insured under the [Policy] for two years in a row.]]

[Waiver of Premium

Option age 60 with reduction:]

[If an [Employee] becomes Disabled before their [60]th birthday and while insured under the [Policy], their Life Benefit in effect on the date they become Disabled, subject to age reductions shown in the *Schedule of Benefits*, will be continued subject to the following conditions. This amount will not change while the [Employee] remains Disabled or be affected by the termination or amendment of the [Policy] after the date he becomes Disabled.]

[Option - before age 60 to age:]

[If an [Employee] becomes Disabled before their [60]th birthday and while insured under the [Policy], their Life Benefit in effect on the date they become Disabled will be continued subject to the following conditions but not beyond the date he attains [65] [70] years of age. This amount will not change while the [Employee] remains Disabled or be affected by the termination or amendment of the [Policy] after the date he becomes Disabled.]

To claim the benefit an [Employee] must be Disabled. The [Employee] (or in the event of death, his Beneficiary) must provide us with satisfactory written proof of their continuous Disability within 12 months from the date he ceased to be in Active Service because of his Disability. An [Employee] must have been continuously Disabled for at least [six] [nine] months before we will consider a Waiver of Premium claim for approval.

If an [Employee's] Waiver of Premium claim is approved, we will require satisfactory written proof of continuing Disability at reasonable intervals, but not more than once a year after the [Employee] has been continuously Disabled for two years.

It is in an [Employee's] best interest to provide us with satisfactory written proof of continuing Disability as soon as possible. If we do not receive proof of continuing Disability from the [Employee] within 30 days we will send you a second notice at your last known address. If we do not receive a proof within 30 days of the date of our second notice, Waiver of Premium benefits will end.

All proof of Disability must be provided to us at your expense.

Regardless of any claim, evidence, or other information an [Employee] submits to his [employer] for other purposes, he must still obtain the appropriate documents to claim Waiver of Premium and have them completed by a Physician or Doctor within the above time frames.

The documents to claim Waiver of Premium are available upon request from the [employer]. The [Employer] will only distribute these materials upon an Employee's or their attending Physician's request. Previous evidence submitted to the [employer] for another claim or purpose will not be considered when claiming Waiver of Premium.

Any Waiver of Premium claim not filed within the above time frames will be denied and the [Employees] Life Benefit under the [Policy] will end.

For the purpose of this provision an [Employee] is considered to be Disabled if he is currently unable, as a result of his sickness, accidental bodily injury or pregnancy, to perform the Substantial and Material Duties of any Job or Occupation for which he is or becomes reasonably fitted by his education training, or experience and he is not Working at all.

We have the right, at our expense to have the [Employee] examined at reasonable intervals while he is claiming Waiver of Premium. One or more Physicians or vocational specialists of our choice will conduct any such examination.

Waiver of Premium benefits will end at the earliest of:

1. The day the [Employee] is no longer considered to be Disabled.
2. Thirty days after the date we mail an [Employee] a second request for proof of his continued Disability, unless the [Employee] provide us with the required proof within the requested period.

3. The date the [Employee] fail to provide us with a reasonable opportunity to be independently examined at our expense.
4. The effective date of any individual policy of life insurance issued to the [Employee], if he exercises the Conversion Option.

[Option – dependent's premium waived:]

If an [Employee] is approved for Waiver of Premium, we will continue his [spouse's] [Domestic Partner's] [child's] [Dependent's] Life Benefit for the same period and under the same conditions as the [Employee's] Life Benefit.

Upon satisfactory written proof that an [Employee] qualifies for Waiver of Premium and he has been continuously Disabled for more than [six] [nine] months, we will refund all premiums paid for the [Employee's] [and his] [spouse's] [Domestic Partner's] [child's] [Dependent's] Life Benefit.

No premiums will be refunded for the first [six] [nine] months of Disability, or for any period during which the [Employee] either did not qualify for Waiver of Premium or was not Disabled. [If an [Employee] dies during the first [six] [nine] months of a period of continuous Disability, all premiums paid for the [Employee's] [and his] [spouse's] [Domestic Partner's] [child's] [Dependent's] Life Benefit for that period will be refunded.]

If Waiver of Premium Benefits end, the [Employee] [and his] [spouse] [Domestic Partner] [child] [Dependent] may exercise the Conversion Option if the [Employee] [or his] [spouse] [Domestic Partner] [child] [Dependent] has not already done so.

The [Employee] [and his] [spouse's] [Domestic Partner's] [child's] [Dependent's] Accidental Death and Dismemberment Insurance ends on the date we approve the [Employee's] Waiver of Premium claim.

The [Employee] [and his] [spouse] [Domestic Partner] [child] [Dependents] are not eligible for Waiver of Premium after you exercise your Conversion Option.]

[Accelerated Benefit

If an [Employee] while insured under the [Policy] provides us with satisfactory written proof that you have a Terminal Condition you will be paid an Accelerated Benefit. If you qualify for payment of an Accelerated Benefit, you can elect to receive any amount up to 50% of the amount of your Life Benefit under the [Policy] or \$250,000, whichever is less. Payment of an Accelerated Benefit is subject to the following:

1. An [Employee] [spouse] [Domestic Partner] may apply for an Accelerated Benefit if they have a Terminal Condition.

Terminal Condition means a medically determinable condition from which an [Employee] [spouse] [Domestic Partner] is Disabled and which can be expected to result in such person's death within twelve months. To qualify for payment of an Accelerated Benefit, the [Employee] [spouse] [Domestic Partner] must provide us with certification from a Doctor or Physician that they have a Terminal Condition, which can be expected to result in such person's death within twelve months.

We reserve the right to have an [Employee] [spouse] [Domestic Partner] examined at our expense in connection with their claim for an Accelerated Benefit. Any such examination will be conducted by one or more physicians of our choice.

2. If we approve the an [Employee's] [spouse's] [Domestic Partner's] application for an Accelerated Benefit, the amount of their Life Benefit under the [Policy] will be reduced by the amount of the Accelerated Benefit paid to the [Employee] [spouse] [Domestic Partner].

3. If the [Employee] [spouse] [Domestic Partner] decides not to apply for an Accelerated Benefit or if we do not approve the Employee's [spouse's] [Domestic Partner's] application for an Accelerated Benefit, the full amount of their Life Benefit will be paid to their Beneficiary if they die while insured under the [Policy].
4. Any Accelerated Benefit paid to an [Employee] [spouse] [Domestic Partner] will reduce the amount of their Life Benefit by the amount of the payment. If an [Employee] [spouse] [Domestic Partner] applies for an Accelerated Benefit, we will give that person a statement showing the amount of the maximum Accelerated Benefit they are eligible to receive and the amount by which their Life Benefit will be reduced if they elect to receive their maximum Accelerated Benefit.

[Option if Waiver of Premium is available]

[5.] An [Employee] [spouse] [Domestic Partner] may apply for an Accelerated Benefit if their Life Benefit is being continued under Waiver of Premium. Any Accelerated Benefit paid to an [Employee] [spouse] [Domestic Partner] will reduce the amount of their Life Benefit being continued under that provision by the amount of the Accelerated Benefit payment.

[6.] The Accelerated Benefit is paid in one lump sum and is NOT A LONG TERM CARE BENEFIT. The amount of any Accelerated Benefit paid to an [Employee] [spouse] [Domestic Partner] is their money and they can use it in any way they like.

[7]. Exceptions and Limitations

- a. An [Employee] will not be qualify for, or be paid, an Accelerated Benefit if he has made an absolute assignment of his Life Benefit or an irrevocable beneficiary designation for his Life Benefit.
- b. An Accelerated Benefit will not be paid if all or part of an [Employee's] Life Benefit must be paid to your child(ren) or former [spouse] [or] [Domestic partner] as a part of a court approved divorce [or termination of a Domestic Partner] agreement. If an [Employee] [spouse] [Domestic Partner] lives in a community property state, no Accelerated Benefit will be paid without the written consent of the [Employee] [spouse] [or] [Domestic Partner].
- c. If an [Employee's] [spouse's] [Domestic Partner's] Life Benefit is scheduled to reduce due to age or retirement within 12 months after the date you apply for an Accelerated Benefit, their Accelerated Benefit will be limited to 50% of the amount of their Life Benefit that will be in effect after the scheduled reduction.
- d. An [Employee] [spouse] [Domestic Partner] cannot apply for an Accelerated Benefit if they have exercised their Conversion Option.

[Option not permitted to apply if on waiver of premium, do not include if "5" above is included:]

[e.] An [Employee] [spouse] [Domestic Partner] may not apply for an Accelerated Benefit if their Life Benefit is being continued under Waiver of Premium.

An [Employee] [spouse] [Domestic Partner] must apply for the Accelerated Benefit while they are insured for under the [Policy]. The Accelerated Benefit must be paid to an [Employee] [spouse] [Domestic Partner] during their lifetime and while insured under the [Policy].

The Accelerated Benefit will be paid to the [Employee] [spouse] [Domestic Partner] in one lump sum. An [Employee] [spouse] [Domestic Partner] will not be paid an Accelerated Benefit until they submit and we approve satisfactory evidence of their Terminal Condition.

An [Employee] [spouse] [Domestic Partner] can only receive an Accelerated Benefit ONCE. An [Employee] [spouse] [Domestic Partner] may apply for less than the maximum Accelerated Benefit for which they are eligible; however, the minimum Accelerated Benefit we will pay is \$500.

If An [Employee] [spouse] [Domestic Partner] recovers from their Terminal Condition after we have paid an Accelerated Benefit to such person, that person will NOT be asked to refund any part of the Accelerated Benefit paid. If premiums are payable for any portion of an [Employee's] [spouse's] [Domestic Partner's] Life Benefit after the Accelerated Benefit is paid to such person, the premiums will be based on the reduced amount of their Life Benefit.

If an [Employee] [spouse] [Domestic Partner] receives an Accelerated Benefit and then exercises their Conversion Option, the amount such person may convert will be based on the reduced amount of their Life Benefit after the payment of the Accelerated Benefit.

[Delete if AD&D is not included:]

[If an [Employee] [spouse] [Domestic Partner] qualifies for an Accelerated Benefit the full amount of their Accidental Death and Dismemberment Benefit under the [Policy] will continue.]

Any reductions to an [Employee's] [spouse's] [Domestic Partner's] Life Benefit due to age or retirement after such person has received payment of an Accelerated Benefit, will be based on the amount of their remaining Life Benefit under the [Policy].

The full amount of the Accelerated Benefit paid MAY BE TAXABLE income to the [Employee] [spouse] [Domestic Partner]. Please consult a tax advisor before applying for an Accelerated Benefit.

The cost of this Accelerated Benefit is included in the premium paid by the [Employee] and/or the [Policyholder] for the [Employee's] [spouse's] [Domestic Partner's] Life Benefit under the [Policy].

The payment of an Accelerated Benefit to an [Employee] [spouse] [Domestic Partner] may adversely affect your eligibility for Medicaid or other government benefits or entitlements.

Conversion Option

An [Employee] has the right to convert his Life Benefit to an individual permanent life insurance policy during the Conversion Period without submitting Applicant Information if his Life Benefit ends or is reduced for any of the following reasons:

1. The [Employee's] [employment] with the [Policyholder] ends;
2. The [Employee] is are no longer eligible for Insurance under the [Policy]; or
3. For any other reason except the [Employee's] failure to make the premium contribution for his Life Benefit, if required, or the termination or amendment of the [Policy] before the [Employee's] Life Benefit has been in effect for five years.

If an [Employee] exercises his right to convert:

1. For any reason other than the termination or amendment of the [Policy] the amount he may convert is the amount of his Life Benefit that ended, reduced by the amount of any other group life insurance for which he becomes eligible during the Conversion Period.
2. Because of the termination or amendment of the [Policy] after his Life Benefit has been in effect for five years, the maximum amount which he may convert is the lesser of:
 - a. The Life Benefit that ended, reduced by any other group life insurance for which he becomes eligible during the Conversion Period; or
 - b. \$2,000.
3. Due to an age or retirement reduction, the maximum amount which he may convert is the amount of his Life Benefit that ended, reduced by the amount of any other group life insurance for which he become eligible during the Conversion Period.

As used above, "amendment" means an amendment of the [Policy] to terminate the class of [employee] of which the [Employee] is a member.

The Conversion Period is the 31 day period after the date an [Employee's] Life Benefit ends or is reduced. If an [Employee] wants to convert their Life Benefit to an individual permanent life insurance policy during this period, he must apply in writing and pay the first premium for the individual permanent life insurance policy.

If an [Employee] exercises the Conversion Option for his Life Benefit, the individual permanent life insurance policy will become effective on the day after the end of the 31 day Conversion Period.

If an [Employee] dies during the Conversion Period, we will pay the Beneficiary the maximum Life Benefit he could have converted in 1, 2, or 3 above. This benefit will be paid whether or not the [Employee] applied for an individual permanent life insurance policy during the 31 day Conversion Period.

If the [Employee] dies after the Conversion Period, no death benefit will be paid unless he applied in writing to convert his Life Benefit before the date of his death.

If an [Employee] converts his Life Benefit to an individual permanent life insurance policy he may select any form of individual permanent life insurance then being issued by us to persons of the same age for the amount requested other than:

1. An individual term life insurance policy; or
2. An individual permanent life insurance policy with disability benefits, accidental death benefits, or any other additional benefits.

An [Employee] may convert less than the entire amount of his Life Benefit, but he may not apply for less than the minimum amount then being issued by us for the form of individual permanent life insurance selected.

An [Employee] may not convert any amount that ends due to:

1. An [Employee's] failure to make any required premium contribution for his Life Benefit; or
2. The termination or amendment of the [Policy] before his Life Benefit has been in effect for five years in a row.

The premium for the individual permanent life insurance policy will be determined from our published rates for standard risks.

[Option dependent life:]

An [Employee's] [spouse] [Domestic Partner] [child] [Dependent] may also convert his Life Benefit under the same term and conditions described above if such person's coverage ends because:

1. Of the [Employee's] death or retirement;
2. Of termination of the [Employee's] [employment] with the [Policyholder];
3. The [Employee] is no longer eligible for Insurance under the [Policy];
4. The [Employee] is are no longer in Active Service;
5. The [Employee's] [spouse] [Domestic Partner] [or] [child] [Dependent] is no longer eligible for Insurance under the [Policy]; or
6. For any other reason except the [Employee's] failure to make the premium contribution for the [spouse's] [Domestic Partner's] [child's] [Dependent's] Life Benefit, if required, or the termination or amendment of the [Policy] before such person's Life Benefit has been in effect for five years.

If an [Employee's] [spouse] [Domestic Partner] [child] [Dependent] dies during the Conversion Period, we will pay the Beneficiary the maximum Life Benefit such person could have converted in 1, 2, 3, 4, 5 or 6 above. This benefit will be paid whether or not The [Employee's] [spouse] [Domestic Partner] [child] [Dependent] applied for an individual permanent life insurance policy during the Conversion Period. If such person dies after the Conversion Period, no death benefit will be paid unless the [Employee's] [spouse] [Domestic Partner] [child] [Dependent] applied in writing to convert his Life Benefit before the date of his death.

If an [Employee's] [spouse] [Domestic Partner] [child] [Dependent] does not have the legal capacity to enter into a contract of insurance that is binding on both the carrier and the [Employee's] [spouse] [Domestic Partner] [child] [Dependent], the [spouse's] [Domestic Partner's] [child's] [Dependent's] [parent] [or] [guardian] [person] authorized to act on behalf of such person] may apply for the converted policy.

An [Employee's] [spouse] [Domestic Partner] [child] [Dependent] is not eligible for coverage again under the [Policy] once such person exercises their Conversion Option.

[Accidental Death and Dismemberment Benefit

Subject to the terms of the [Policy], if an Employee] [or his] [spouse] [Domestic Partner] [child] [Dependent] receives a bodily injury and incurs any type of loss shown below we will pay the Accidental Death and Dismemberment Benefit shown in the table below. The loss must be caused exclusively by external and accidental means, be the result of an injury, directly and independently of all other causes, and incur within 90 days after the date the [Employee] [or his] [spouse] [child] [Domestic Partner] [Dependent] receives the injury.

All benefits other than loss of life will be paid to the Covered Person that sustained the injury. Benefits for loss of life will be paid to the Beneficiary.

The amount of an [Employee's] [and his] [spouse's] [Domestic Partner's] [child's] [Dependent's] Accidental Death and Dismemberment Benefit for the types of loss the following table is based on the Accidental Death and Dismemberment Benefit shown in the *Schedule of Benefits*.

<u>Type of Loss</u>	<u>Amount</u>
[Life through Public Transportation Accident	Full Amount]
Life	Full Amount
Both Hands or Feet or Sight of Both Eyes	Full Amount
One Hand and One Foot	Full Amount
Either Hand or Foot and Sight of One Eye	Full Amount
Either Hand or Foot	One-Half Full Amount
Sight of One Eye	One-Half Full Amount
[Quadriplegia	Full Amount]
[Paraplegia	One-Half Full Amount]
[Hemiplegia	One-Half Full Amount]
[Speech or Hearing	One-Half Full Amount]
[Thumb and Index Finger Only	One-Quarter Full Amount]

Loss of a Hand or a Foot means permanent severance of the hand or foot from the body at or above the wrist or ankle joint; loss of sight of an eye means entire and irrecoverable loss of sight.

[Quadriplegia means Paralysis of both arms and legs.]

[Paraplegia means Paralysis of both legs.]

[Hemiplegia means Paralysis of the arm and leg on one side of the body.]

[Paralysis means complete and irreversible loss of use, without severance, of a limb.]

[Loss of the Thumb and Index Finger means permanent severance of the thumb and index finger of the same hand at or above the metacarpophalangeal joint.]

[Loss of Speech or Hearing means a total, permanent, and irrecoverable loss of speech or hearing which has continued for 12 months or more.]

[Public Transportation Accident means an accident occurring while you are a fare-paying passenger on Public Transportation. Public Transportation means a vehicle operated by a common carrier for the purpose of providing transportation for fare-paying members of the general public. Examples include, but are not limited to, buses, trains, boats, and planes operating on regular routes and selling tickets to members of the general public.]

No more than the full amount of your Accidental Death and Dismemberment Benefit will be paid for all losses resulting from one accident.

No more than the [full amount] [two times] the Accidental Death and Dismemberment Benefit shown in the *Schedule of Benefits* will be paid for all losses resulting from one accident[, except that in the case of loss of life through Public Transportation Accident no more than two times the full amount will be paid.]

The benefit for loss of thumb and index finger will not be paid if a benefit is payable for the loss of the same hand.

[Seat Belt Benefit

In addition to the Accidental Death and Dismemberment Benefit paid due to an [Employee's] [or his] [spouse's] [Domestic Partner's] [child's] [Dependent's] death, we will pay the Beneficiary an additional benefit of \$50,000 if [he] [such person] dies as a result of an Automobile accident and [he] [that person] was wearing a Seat Belt at the time of the accident.

We must receive satisfactory written proof that an [Employee's] [or his] [spouse's] [Domestic Partner's] [child's] [Dependent's] death resulted from an Automobile accident and that [he] [such person] was wearing a Seat Belt at the time of the accident. A copy of the police accident report should be submitted with the claim.

Seat Belt means a properly installed seat belt, or combination seat belt, lap and shoulder restraint, approved by the National Highway Traffic Safety Administration at the time the Automobile was manufactured.

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

Exclusions

Even though a loss results from accidental bodily injuries, no payment will be made if either the accidental bodily injuries or the loss is caused or contributed to by any of the following:

1. Insurrections, war, or act of war; war means declared or undeclared war, whether civil or international, and any substantial armed conflict with organized forces of a military nature.
2. Suicide or any other intentionally self-inflicted injury, while sane or insane.
3. Committing or attempting to commit an assault or a felony or an [Employee's] [or his] [spouse's] [Domestic Partner's] [child's] [Dependent's] active participation in a violent disorder or riot; active Participation does not include being at the scene of a violent disorder or riot in the performance of or an [Employee's] [or his] [spouse's] [Domestic Partner's] [child's] [Dependent's] official duties.
4. The voluntary use or consumption of any poison, chemical compound, or drug (including, but not limited to, prescribed medications), unless used or consumed in accordance with the directions of a physician.

5. Any sickness or pregnancy existing at the time of the accident.
6. Heart attack (including, but not limited to, myofibril infarction) or stroke (including, but not limited to, cerebral infarction).
7. Medical or surgical treatment.
- [8.] Travel or flight in or descent from any kind of aircraft, as a pilot or crew member.
- [9.] Travel or flight in or descent from any kind of aircraft operated by or for the Employer, as a passenger.
- [10.] Flight in or descent from a glider or hang glider.
- [11.] Descent from any kind of aircraft as a passenger for recreation.
- [12.] Travel or flight in or descent from any kind of aircraft, except as a passenger on a commercial passenger flight or on a Military Air Transport passenger flight.
- [13.] Any occupational injury or disease arising out of or incurred in the course of or [your] [or] [your] [spouse's] [child's] [Dependent's] employment.

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice of claim must be given to us within 31 days or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to us at our Administrative Office, such other place as we may designate for the purpose, or to our authorized agent. Notice should include the [Policyholder]'s name and the Covered Person's name, address and Policy Number.

Claim Forms

We will send claim forms for filing proof of loss when we receive notice of a claim. If such forms are not sent within 15 days after we receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Proof of Loss

Written or authorized electronic proof of loss satisfactory to us must be given to us at our Administrative Office, such other place as we may designate for the purpose, or to our authorized agent.

To claim a benefit for loss of life the Beneficiary should send us written notice of death as soon as possible after the date of a loss.

For a waiver of Premium, an [Employee] must provide satisfactory written proof of his Disability within 12 months of his last day of Active Service. Claims not filed within this time limit will be denied.

To claim an Accelerated Benefit, an [Employee] [or his] [spouse] [Domestic Partner] should provide satisfactory written proof that you qualify for an Accelerated Benefit as soon as possible.

To claim a dismemberment benefit, an [Employee] [or his] [spouse] [Domestic Partner] [child] [Dependent] you must provide satisfactory written proof of loss to support their claim within 90 days of event for which claims is made, or as soon thereafter as reasonably possible and, in any case, within one year after the end of that 90-day period.

Claims not filed within these time limits will be denied and a dismemberment benefit will not be paid. These limits will not apply during any period when an [Employee] [or his] [spouse] [Domestic Partner] [child] [Dependent] [or Employee on behalf of his child] lacked the legal capacity to file a claim.

[Notice of Decision

We will send you written notice of our claim decision within 30 days after we receive due proof of your loss. If there are special circumstances that require more time (such as the need to hold a hearing), we will send you a written notice within this timeframe that an additional 30 days is needed. If more time is still needed to make a claim determination, we will send you written notice during this initial 30 day extension stating the special circumstances that require an additional 30 days. You will have 45 days to provide any additional information requested.

If the claim is wholly or partly denied, our notice will include:

1. Reasons for such denial;
2. Reference to specific certificate provisions, rules or guidelines on which the denial was based;
3. A description of the additional information needed to support your claim;
4. Information concerning your right to request that we review our decision; and
5. A description of our review procedures, time limits and notice of your right to bring civil action.

Review Of Denied Claims – This request must be in writing and must be received by us no more than 180 days after you receive notice of our claim decision. A request for a review of an urgent claim may be made over the phone. As part of this review, you may:

1. Send us written comments;
2. Review any non-privileged information relating to your claim; or
3. Provide us with other information or proof in support of your claim.

We will review your claim promptly after receiving your request. We will advise you of the results of our review within 60 days after we receive your request, or within 120 days if there are special circumstances that require more time (such as the need to hold a hearing). Our decision will be in writing and will include reference to specific policy provisions, rules or guidelines on which the decision was based, and notice of your right to bring a civil action.

Time of Payment of Claims

We will pay benefits due under this Policy for any loss immediately upon receipt of due written or authorized electronic proof of such loss.

Payment of Claims

1. Employee Life Benefit

All benefits for loss of life will be paid to the Beneficiary named by the [Employee] as shown on the records kept on the [Policy]. Any part of an [Employee's] coverage for loss of life for, which there is no named Beneficiary, will be paid in accordance with the terms of the [Policy].

- [2.] Dependent Life Benefit

All Dependent Life Benefits will be paid to the [Employee] if living. If the [Employee is not living Dependent Life Benefits will be paid in accordance with the terms of the [Policy].

[3.] Accidental Dismemberment Benefit

All Accidental Dismemberment benefits will be paid to the Covered Person, if living; otherwise, to the Beneficiary as shown on the records kept on the [Policy]. If there is no named Beneficiary such benefits will be paid in accordance with the terms of the [Policy].

All benefits will be paid in United States currency.

If we are to pay benefits to the Covered Person's estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage that we believe is equitably entitled. Any payment made by us in good faith pursuant to this provision will fully discharge us to the extent of such payment and release us from all liability.

Beneficiary

The Beneficiary for loss of life will be the person(s) named by the [Employee] as shown on the records kept on the [Policy].

If this coverage replaces all or a part of the insurance provided by a Prior Plan, a written Beneficiary Designation signed and dated by the [employee] under that plan will be accepted as the [Employee's] Beneficiary Designation under this [Policy]. That designation will remain in effect until you re-name or change your Beneficiary Designation.

An [Employee] may change his Beneficiary at any time by giving us written notice. This change will take effect on the date specified in that notice. If a date is not specified in that letter the change will take effect on the date of entry in those records.

Death benefits will be paid to the [Employee's] surviving Beneficiary or Beneficiaries. To the extent permitted by law, the amount payable to a Beneficiary will not be subject to any legal process against the Beneficiary or to the claims of any creditor or creditor's representative.

If any of an [Employee's] Beneficiaries die on the date of his death[, or within 15 days after the date of an [Employee's] death,] death benefits will be paid as if that Beneficiary had died before the [Employee], unless satisfactory proof of loss with respect to the [Employee's] death is delivered to us before the date of the Beneficiary's death.

If there is part of the [Employee's Life][or] [Accidental Death and Dismemberment] Benefit for loss of life for which there is no named Beneficiary living at your death, that part will be paid in a lump sum to the first surviving class of the following classes:

1. The [Employee's] spouse;
2. The [Employee's] children;
3. The [Employee's] parents; or
4. The [Employee's] brothers and sisters.

If none survives the [Employee], that part will be paid in a lump sum to the [Employee's] estate.

If a minor has no legal guardian, that minor's share may be paid to the adult or adults who, in our opinion, have assumed custody and support of the minor. [Payment may be made at a rate up to \$50.00 per month.]

The Beneficiary for loss of a [spouse's] [Domestic Partner's] [child's] [Dependent's] life is the [Employee]. Death benefits will be paid to the [Employee], if living, upon receipt of satisfactory written proof of your [spouse's] [Domestic Partner's] [child's] [Dependent's] death. If the [Employee] is not living at the time your [spouse] [child] [Dependent] dies, the benefit will be paid to the [Employee's] estate.

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

If an [Employee] dies after having applied to convert his Life Benefit to an individual permanent life insurance policy, the beneficiary named on that policy, or in the application for it, will receive any benefits payable under the [Policy].

If the [Employee's] [spouse] [Domestic Partner] [child] [Dependent] dies after having applied to convert his Life Benefit to an individual permanent life insurance policy, the beneficiary named on that policy, or in the application for it, will receive any benefits payable under the [Policy].

Change of Beneficiary

An [Employee] may ask us to change his beneficiary at any time. [The request must be in writing and the change must be approved by us.] If approved, it will go into effect the day the [Employee] signs the request. The change will not have any bearing on payments made before we approved the request.

Claimant Cooperation Provision

Failure of a claimant to cooperate with us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Claim Administration

For plans subject to the Employee Retirement Income Security Act (ERISA), the plan administrator of the employer's employee welfare benefit plan (the plan) has selected us as the plan fiduciary under federal law for the review of claims for benefits provided by this Policy and for deciding appeals of denied claims.

In this role we shall have the authority, in our discretion, to interpret the terms of plan documents, to decide questions of eligibility for coverage or benefits under the plan, and to make any related findings of fact. All decisions made by us in this capacity shall be final and binding on participants and beneficiaries of the plan to the full extent permitted by state and federal law.

We will have no fiduciary responsibility with respect to the administration of the plan except as described above. It is understood that our sole liability to the plan and to participants and beneficiaries under the plan shall be for the payment of benefits provided under this Policy.

We may contract with another entity to perform this function on our behalf.

Payment of Claims to Foreign [Employees]

The [Policyholder] may, in a fiduciary capacity, receive and hold any benefits payable to Covered [Employee]s whose place of employment is other than:

1. the United States and its possessions; or
2. the Dominion of Canada.

We will not be responsible for the application or disposition by the [Policyholder] of any such benefits paid. Our payments to the [Policyholder] will constitute a full discharge of our liability for those payments under this Policy.

Physical Examination and Autopsy

We, at our own expense, have the right and opportunity to examine the Covered Person when and as often as we may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, we have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, we may recover the overpayment from the Covered Person's estate.

[Additional Coverage with the Company]

We will only pay benefits for a death or dismemberment benefit under one group term life policy if a Covered Person is covered by more than one of our group term life policies or certificates. A Covered Person may choose which Certificate they wish to keep in force by sending us written notice of their choice. We will return the premiums paid for any of our other group term life policies or certificates during the period there was more than one Policy or Certificate in force.]

Unpaid Premium – When a claim is paid, any premium due and unpaid may be deducted from the claim payment.

ADMINISTRATIVE PROVISIONS

Cancellation

We or the [Policyholder] may cancel this Policy, after the first year as of any Premium Due Date, by giving the other party [31] [45] [60] [90] [120] [180] days advance written notice.

If a premium is not paid when due, we will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the *Schedule of Benefits*. The [Policyholder] has the sole responsibility to notify Covered Person's of such termination

Grace Period

A Policy Grace Period of [31] [60] [90] days will be granted for payment of required premiums due after the first premium, unless:

1. we do not intend to renew the coverage provided by the Certificate beyond the period for which premium has been accepted; and
2. written notice of our intention not to renew is delivered to the [Policyholder] at least [30] [45] [60] [90] [120] [180] days before the premium is due.

This Policy will be in force during the Policy Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last day of the Grace Period. The [Policyholder] is liable to us for any unpaid premium for the time this Policy was in force.

We will reduce any benefits payable for any claims incurred during the Grace Period by the amount of premium due. If no such claims are incurred and premium is not paid during the grace period, insurance will end on the last day of the period for which premiums were paid.

Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates, as set forth in the *Schedule of Benefits* or subsequently changed, the plan and amounts of insurance in effect for Covered Persons and the premium mode selected, as shown in the *Schedule of Benefits*. We will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the [Policyholder].

Premium Payment

The total premium for this Policy is the sum of premiums paid by the [Policyholder] for all Covered Persons below, including any amounts contributed toward the cost of this coverage by Covered Persons. If any premium is not paid when due, this Policy will be cancelled as of the Premium Due Date of the unpaid premiums, except as provided in the Grace Period provision.

Changes in Premium Rates

We may change the premium rates from time to time with at least 60 days advance written notice to the [Policyholder]. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, we reserve the right to change rates at any time if any of the following events take place:

1. the terms of this Policy change;
2. the number of Covered Persons eligible for coverage increases or decreases by more than 10% since the latter of the Policy Effective Date and the date of the last renewal of this Policy;
3. coverage is reinstated following failure to pay premium during the Grace Period;
4. acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by 10% or more the number of eligible individuals;
5. a change in the number of eligible individuals which would, on a manual rate basis, require a change of 10% or more in the premium rate;
6. a change in any federal or state law or regulation is enacted, adopted or amended to the extent that it affects our benefit obligations under this Policy; or
7. the [Policyholder] fails to provide sufficient information, as required by us, to confirm adequacy of premiums and rates currently being paid.

Any increase or decrease in rate, other than an increase due to a change in a Covered Person's age, will take effect on the date of the applicable change specified above. A pro-rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

Any increase in the rate charged due to a change in a Covered Person's age will take effect on the Anniversary Date of the [Policy]. A pro-rata adjustment due to a change in the Covered Person's age is limited to 12 months from the effective date of the person's coverage under the [Policy] or the last Anniversary Date of the [Policy], if later.

Premium Audit

We will have the right to audit books and records of the [Policyholder] at its place of business and during regularly-scheduled business hours, in order to determine the accuracy of premium paid.

GENERAL PROVISIONS

Entire Contract; Changes

This Policy, including the [application (if any)][,] [individual enrollment forms (if any)][,] endorsements, amendments and any attached papers constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

Misstatement of Age

If an age has been misstated on the enrollment form, the Benefits will be those the premium paid would have purchased at the correct age.

Certificates

Where required by law, we will provide a certificate of insurance for delivery to the Covered Person. Each Certificate will list the benefits, conditions and limits of this Policy. It will state to whom benefits will be paid.

Assignment

The rights and benefits under this Policy may be assigned under certain circumstances. Any [Employee] that wants to make an assignment of his insurance should see the [Policyholder] for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of an [Employee's] insurance (including an assignment on a form furnished by us or by the [Policyholder]).

Incontestability

1. Of This Policy

All statements made by the [Policyholder] to obtain this Policy are considered representations and not warranties.

No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the [Policyholder]. After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

2. Of A Covered Person's Insurance

All statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is, or has been, furnished to the claimant. In the event of a claimant's death or incapacity, his applicable representative shall be given a copy.

After two years from a Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud.

Reporting Requirements

The [Policyholder] or its authorized agent must report all of the following to us by the premium due date:

1. the number of persons insured on the Policy Effective Date;
2. the number of persons who are insured after the Policy Effective Date;

3. the number of persons whose insurance has terminated;
4. any additional information required by us.

Clerical Error

A Covered Person's insurance will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, we will adjust the premium fairly.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Policy are automatically changed to satisfy the minimum requirements of such laws.

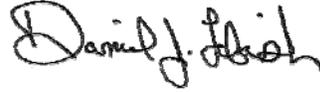
Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation, Occupational Disease or similar law.

HM Life Insurance Company

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

HM Life Insurance Company certifies that you will be insured under the Policy Number issued to the Policyholder named below during the time, in the manner, and for the amounts provided in the Group Policy.



President

POLICYHOLDER:	[*]
POLICY NUMBER:	[*]
[PARTICIPATING ORGANIZATION:]	[*]
CERTIFICATE EFFECTIVE DATE:	[*]
STATE OF ISSUE:	[*]

Your coverage under the Policy **HM Life Insurance Company** issued to the Policyholder is shown in this Certificate. If your coverage is changed by an amendment to the Policy, we will provide the [Policyholder] with a revised Certificate or other notice to be given to you.

PLEASE READ THIS CERTIFICATE CAREFULLY

This Certificate of Insurance has a Table of Contents to help you find specific provisions. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Certificate Effective Date shown above, at the [Policyholder]'s address. The laws of the State of Issue shown above govern this Certificate.

"You" and "your" refer to the Covered Employee. The "Company", "we", "us", and "our" refer to **HM Life Insurance Company**. Other defined terms are printed with an initial capital letter.

GROUP TERM LIFE CERTIFICATE • NON-PARTICIPATING

Questions or Comments

We want to hear from you. If you have any questions about this Certificate, its benefits, the filing of claims, a complaint or a compliment, write to us at the address on the front of this Certificate. Thank you for your loyal patronage.

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[SCHEDULE OF AFFILIATES

The following Affiliates are covered under the Policy on the effective dates listed below. A newly-acquired Affiliate may be covered under the Policy on the date it is acquired as long as the [Policyholder] notifies us within [30] [45] [60] [90] [180] days of its acquisition and pays the required premium. If we are not notified within the required time period, the Affiliate will be covered on the date we agree in writing to provide coverage and receive the required premium. Individuals who are [employed by] [members of] [associated with] the Affiliate on its effective date of coverage are eligible for coverage on that date.

[Affiliate Name	Location	Effective Date
[*]	[*]	[*]]

SCHEDULE OF BENEFITS

This Certificate is intended to be read in its entirety. In order to understand how benefits are calculated and all the conditions, exclusions and limitations applicable to its benefits, please read all the Certificate provisions carefully.

[Until an [Employee] [or] [spouse] [Domestic Partner] submits and we approve satisfactory Applicant Information [his] [their] Life [and] [Accidental Death and Dismemberment] Benefit is limited to the Guarantee Issue Amount. [An [Employee] [or] [spouse] [Domestic Partner] may have to provide Evidence of Insurability for amounts of Life [and] [Accidental Death and Dismemberment] over the Evidence of Insurability Amount.] The date of our approval and the amount we approve will be communicated to the [Employee] in writing.]

Benefits are payable per Covered Person. No benefits are payable for any Covered Person until the Eligibility Waiting Period has been completed.

Eligibility Waiting Period

[For [employee]s hired [30] [31] [60] days [or more] before the Certificate Effective Date: [None] [30] [31] [45] [60] [90] [days] [The period determined by the [Policyholder's] personnel practices]]

[For [employee]s hired after the Certificate Effective Date: [None] [30] [31] [45] [60] [90] [days] [the [Policyholder]'s next [Annual] [Open] Enrollment Period] [The period determined by the [Policyholder's] personnel practices]]

Applying for Coverage

An [Employee] may only apply for coverage or for an increase in his Benefit Amount during the following periods:

1. Within 31 days after the date he is first eligible for coverage under this Certificate; or
2. During the [Annual] [Open] Enrollment Period.

An [Employee] cannot apply for coverage or for a change in his Benefit Amount at any other time.

Within 31 days of the date he is first eligible for coverage an [Employee] may elect may elect to a Life [and] [or] [Accidental Death and Dismemberment] Benefit[s] on himself [and his] [spouse] [Domestic Partner] [child] [Dependent][s]. An [Employee] [and his] [spouse] [Domestic Partner] must submit satisfactory Applicant Information to become insured for a Life [and/or] [Accidental death and Dismemberment] Benefit over the Guarantee Issue Amount.

If an [Employee] does not apply for coverage on himself [or his] [spouse] [Domestic Partner] [child] [Dependent][s] within 31 days of the date he is first eligible, or elects coverage on himself [or his] [spouse] [Domestic Partner] [child] [Dependent][s] and subsequently voids coverage within that time period, he must wait until the next [Annual] [Open] Enrollment Period.

At that time an [Employee] [and his] [spouse] [Domestic Partner] must submit satisfactory Applicant Information to become insured for a Life [and/or] [Accidental Death and Dismemberment] Benefit.

An [Employee] may also elect to increase or decrease his [or his] [spouse's] [Domestic Partner's] Life [and/or] [Accidental death and Dismemberment] Benefit during the [Annual] [Open] Enrollment Period. He may increase his [or his] [spouse's] [Domestic Partner's] Life [and/or] [Accidental Death and Dismemberment] up to the maximum amount that he [or his] [spouse] [Domestic Partner] is eligible for by submitting satisfactory Applicant Information. An [Employee] does not have to submit Applicant Information to decrease his [or his] [spouse's] [Domestic Partner's] [child's] [Dependent's] Life [and/or] [Accidental Death and Dismemberment] Benefit, or to increase a dependent child's Life [and/or] Accidental death and Dismemberment] Benefit].

Any Benefit Amount elected by the [Employee] [or elected by the [Employee] for coverage on the [spouse] [Domestic Partner] [over the [Employee] Guarantee Issue Amount] when first eligible is not effective until we approve the Applicant Information; thereafter the entire Benefit Amount elected for coverage on the [Employee] [or] [spouse] [Domestic Partner] will not be effective until the [date] [first day of the month coinciding with or next following] the [Annual] [Open] Enrollment Period, or the date we approve the Applicant Information, if later. [Applicant Information is not required for coverage on a [spouse] [Domestic Partner] dependent child.]

[In addition to Applicant Information an [Employee] [or] [spouse] [Domestic Partner] may have to provide Evidence of Insurability. Any Benefit Amount elected by the [Employee] [or elected by the [Employee] for coverage on the [spouse] [Domestic Partner]] over the Evidence of Insurability Amount is not effective until the [Employee] [or] [spouse] [Domestic Partner] submits and we approve satisfactory Evidence of Insurability.]

[Any change in an [Employee's] [and his] [spouse's] [Domestic Partner's] [child's] Accidental Death and Dismemberment Benefit applies to injuries received on or after that date.]

[If a Covered Person is not in Active Service on the effective date of a change, any change in his Benefit Amount will be postponed until he returns to Active Service for one full day.]

Benefit Amount

[Employee]

[Option – flat:]

Life Benefit [\$2,000 to \$500,000 in \$1,000 increments]

[Accidental Death and Dismemberment Benefit [\$2,000 to \$500,000 in \$1,000 increments]]

[Option – earnings level:]

Life Benefit [One to five times] an [Employee]'s Annual Earnings up to [\$500,000] in [\$1,000] increments

[Accidental Death and Dismemberment Benefit [One to five times] an [Employee]'s Annual Earnings up to [\$500,000] in [\$1,000] increments]]

[Option - AD&D benefit same as life benefit:]

[Accidental Death and Dismemberment Benefit An amount equal to the amount of your Life Benefit]

[Dependent]

[An [Employee] may elect to insure his Dependent(s) for the Life [and] [Accidental Death and Dismemberment] Benefit[s] shown below.]

[Spouse] [Domestic Partner]

Life Benefit [Lesser of \$50,000 or] [[50] [100] % of the [elected] [Employee] [Guarantee Issue Amount] [Employee Life Benefit] [to a maximum of] [\$2,000 to \$500,000 in \$1,000 increments]

[Accidental Death and Dismemberment Benefit [Lesser of \$50,000 or] [[50] [100] % of the [elected] [Employee] [Guarantee Issue Amount] [Employee Life Benefit] [to a maximum of] [\$2,000 to \$500,000 in \$1,000 increments]]

[Dependent Child:]

[Option:]

[Age of Child

	<u>Life Benefit</u>	<u>[Accidental death and Dismemberment Benefit]</u>
[Birth to 14 days]	[None][100][500]	[None][100][500]
[15days to 6 months]	[\$100][500] [\$1,000]	[\$100][500] [\$1,000]
[6 months and older]	[\$1,000 to \$10,000 in \$1000 increments]	[\$1,000 to \$10,000 in \$1,000 increments]]

[Option:]

Life Benefit [10] [25] % of the Employee Life Benefit [to a maximum of \$10,000]

[Accidental Death and Dismemberment Benefit [10] [25] % of the Employee Life Benefit [to a maximum of \$10,000]]

[Option:]

Life Benefit [\$1,000 to \$10,000 in \$1000 increments]

[Accidental Death and Dismemberment Benefit [\$1,000 to \$10,000 in \$1,000 increments]]

Reduction Schedule

A Covered Person's Life [and] [Accidental Death and Dismemberment] Benefit will be reduced as shown below:

At age 70 by 35%

At age 75 by 50% of the amount in force prior to age 70

At age 80 by 65% of the amount in force prior to age 70

[At age 85 by 75% of the amount in force prior to age 70]

Guarantee Issue Amount

The Guarantee Issue Amount is

[Employee]

Life Benefit

[None] [entire amount is] [subject to submission of Applicant Information] [Guarantee Issue] [\$10,000 to \$100,000 in \$5,000 increments]

[Accidental Death and Dismemberment Benefit

[None] [entire amount is] [subject to submission of Applicant Information] [Guarantee Issue] [\$10,000 to \$100,000 in \$5,000 increments]]

[Spouse] [Domestic Partner]

[Life Benefit]

[None] [entire amount is] [subject to submission of Applicant Information] [Guarantee Issue] [\$10,000 to \$100,000 in \$5,000 increments] [50%] [100%] [of [Employee] Guarantee Issue Amount]

[Accidental Death and Dismemberment Benefit

[None] [entire amount is] [subject to submission of Applicant Information] [Guarantee issue] [\$10,000 to \$100,000 in \$5,000 increments]] [50%] [100%] [of [Employee] Guarantee Issue Amount]]

Evidence of Insurability Amount

The Evidence of Insurability Amount is

[Employee]

Life Benefit

[None] [\$250,000 to \$500,000 in \$5,000 increments]

[Accidental Death and Dismemberment Benefit

[None] [\$250,000 to \$500,000 in \$5,000 increments]]

[Spouse] [Domestic Partner]

[Life Benefit]

[None] [\$250,000 to \$500,000 in \$5,000 increments] [50%] [100%] [of [Employee] Evidence of Insurability Amount]

[Accidental Death and Dismemberment Benefit

[None] [\$250,000 to \$500,000 in \$5,000 increments] [50%] [100%] [of [Employee] Evidence of Insurability Amount]]

Minimum Participation Requirement

[5] [Employees] or [10%] of [Employee's] eligible]

Rates and Premiums

Mode of Premium Payment

[Weekly] [Bi-weekly][Monthly] [Quarterly] [Semi-annual] [Annual]

Premium Due Dates

[Policy Effective Date and the first day of each month thereafter]

[Policy Effective Date and the first day of each calendar quarter thereafter]

[Policy Effective Date and the first day [July] [and] [January] thereafter]

Contributions

The [entire] cost of this insurance is paid by [the] [[Policyholder]] [and] [Covered Persons].

Rates

[Weekly] [Bi-weekly][Monthly] [Quarterly] [Semi-annual] [Annual] Rate

Employee / Spouse Rate

<u>Age</u>	<u>Nicotine Use</u>	<u>Non-nicotine Use</u>	<u>Uni-Nicotine</u>
Under 25	[*]	[*]	[*]
25 to 29	[*]	[*]	[*]
30 to 34	[*]	[*]	[*]
35 to 39	[*]	[*]	[*]
40 to 44	[*]	[*]	[*]
45 to 49	[*]	[*]	[*]
50 to 54	[*]	[*]	[*]
55 to 59	[*]	[*]	[*]
60 to 64	[*]	[*]	[*]
65 to 69	[*]	[*]	[*]
70 and older	[*]	[*]	[*]
Composite	[*]		

<u>Age</u>	<u>Male</u>	<u>Female</u>	<u>Uni-Sex</u>
Under 25	[*]	[*]	[*]
25 to 29	[*]	[*]	[*]
30 to 34	[*]	[*]	[*]
35 to 39	[*]	[*]	[*]
40 to 44	[*]	[*]	[*]
45 to 49	[*]	[*]	[*]
50 to 54	[*]	[*]	[*]
55 to 59	[*]	[*]	[*]
60 to 64	[*]	[*]	[*]
65 to 69	[*]	[*]	[*]
70 and older	[*]	[*]	[*]
Composite	[*]		

Child Rate	
Rate per Child	[*]
All Children	[*]

DEFINITIONS

Please note that certain words used in this Certificate have specific meanings. Other than references to he, him, his, you, your, yours, we, us or our, the words defined below and capitalized within the text of this Certificate have the meanings set forth below.

Active Service means that the [Employee] is either:

1. at work on one of the [Employees] scheduled work days and is performing his regular duties on a scheduled basis, either at one of the [Employer's] usual places of business or at some other location to which the [Employer]'s business requires him to travel;
2. on a scheduled holiday[,], [or] vacation day [or period of [Employer] approved paid leave of absence][,], only if the [Employee] was in Active Service on the preceding scheduled workday].

A Covered Person is considered in Active Service if he is not one of the following:

1. an in-patient in a Hospital, skilled nursing facility, rehabilitation hospital, convalescent / personal care facility or receiving out-patient care and/or therapy that affects a Covered Person's ability to perform his regular duties on a scheduled basis;
2. confined at home under the care of a Physician or Doctor for a treatment of an injury or sickness; or
3. Disabled.

[Option – for takeover plans:]

[If an [Employee] was insured under another group term life plan administered by the [Policyholder] on the last day before the effective date of [his coverage under] this Certificate, he can become insured under this Certificate on the [Effective Date of the Certificate] [effective date of an [Employee's] insurance] without meeting the Active Service requirement. However, the benefits we pay after he becomes insured under this Certificate, but before he meet the Active Service requirement, will be the benefits payable under this Certificate or the benefits which would have been payable under the Prior Plan if the Prior Plan had remained in force, whichever are less, reduced by any benefits payable under the Prior Plan.]

Affiliate or Affiliated means a company or organization that is subsidiary to, affiliated with or controlled by the [Policyholder].

[Option:]

[Annual Earnings means an [Employee's] annual rate of earnings from the [Policyholder] including commissions[, deferred compensation] and tax deferred contributions he makes to a qualified plan sponsored by the [Policyholder], but excluding bonuses, overtime pay, and any other extra compensation. The following rules apply to the computation of your annual rate of earnings:

Commissions: An [Employee's] annual rate of earnings on any date includes the total commissions paid to the [Employee] by the [Policyholder] during the prior 12 calendar months. If he was not an [Employee] throughout the prior 12 calendar months, his annual rate of earnings includes 12 times the average monthly commissions paid to the [Employee] by the [Policyholder] for the period he was an [Employee].

Deferred Compensation: An [Employee's] annual rate of earnings includes the total earnings paid to the [employee] by the [Employer] for the prior [calendar] [fiscal] year as reflected on his Schedule K submitted to the IRS.]

Monthly pay: Monthly earnings are multiplied by 12 to find the [Employee's] annual rate of earnings.

Weekly pay: Weekly earnings are multiplied by 52 to find the [Employee's] annual rate of earnings

Hourly pay: An [Employee's] hourly pay rate is multiplied by the number of hours he is regularly scheduled to work per week (but not more than 40) to find an [Employee's] weekly earnings, which are multiplied by 52 to find his annual rate of earnings.

If an [Employee] does not have regular work hours, his annual rate of earnings on any date will be based on the average number of hours he worked during the prior 52 weeks (or during the period he was an [Employee], if he was not a [Employee] throughout the prior 52 weeks), but not more than 40.]

[Option:]

[Annual Earnings] means an [Employee's] annual rate of earnings from the [Policyholder] during the prior calendar year, including commissions, tax deferred contributions he made to a qualified plan sponsored by the [Policyholder], bonuses, [K1 earnings] and overtime pay, but excluding any other extra compensation. If he was not an [Employee] throughout the prior calendar year, use the [Employee's] current annual rate of earnings from the [Policyholder] including commissions and tax deferred contributions he makes to a qualified plan sponsored by the [Policyholder], but excluding bonuses, overtime pay, and any other extra compensation to determine the [Employee's] Annual Earnings.

An [Employees] annual rate of earnings on any date includes 12 times the average monthly commissions paid to the [Employee] by the [Policyholder] [and K1 earnings] during the period he was an [Employee].]

[Annual] [Open] Enrollment Period means a period of time agreed upon by the [Policyholder] and the Company, during which an [Employee] may apply for insurance.

Provide **Applicant Information** means an [Employee] [or] [spouse] [Domestic Partner] must sign our enrollment form and complete the Applicant Information section of that form.

Certificate means the document issued for delivery to the Covered Person that lists the benefits, conditions and limits of the Policy.

Company or **we, us, our,** means HM Life Insurance Company, domiciled in Pennsylvania.

Covered Person means an [Employee][,] [or] [Dependent] [Domestic Partner] , for whom an enrollment form has been accepted by us[, the required premium has been paid when due] and for whom coverage under this Certificate remains in force. If [employee] is shown in the *Schedule of Benefits* we insure the [Employee]. Dependents are insured if either [spouse][,] [or] [Domestic Partner] or Dependent children is shown in the *Schedule of Benefits*.

Disabled means a person is currently unable, as a result of their sickness, accidental bodily injury, or pregnancy, to perform the Substantial and Material Duties of any Job or Occupation for which they are, or becomes, reasonably fitted by their education, training or experience and they are not Working at all.

Dependent means the [Employee]'s:

1. Spouse, unless such spouse is eligible as a Covered [Employee] under this Certificate; [and] [or]
- [2.] [Domestic Partner, unless such person is eligible as a Covered [Employee] under this Certificate; and]
- [3.] Unmarried natural or step child, unless such child is eligible for medical coverage as a Covered [Employee] under this Certificate and who:
 - [a.] is less than [19] [23] [25] [30] years old; or
 - [b.] is unmarried, under [23] [25] [30] years of age and attends an accredited educational institution as a full-time student; or]
 - [c.] becomes incapable of self-support because of mental retardation or physical handicap before reaching the limiting age for dependent children. The Company must receive proof of incapacity within 31 days after coverage would otherwise terminate. This insurance will continue for as long as the Covered [Employee]'s insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age [19] [23] [25] [30].

This term includes a child who:

- [1.] [is living with the Covered [Employee] in a parent child relationship; or]
- [2.] is adopted by or placed for adoption with, or is party in a suit for adoption by, the Covered [Employee]; or

[3.] is required to be provided coverage by the Covered Person or his [spouse] [Domestic Partner] under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under, and having the force and effect of, state law and which satisfies the QMCSO requirements of ERISA (section 609[a]).

[Domestic Partner] means a person of [the same] [or] [the opposite] sex who:

[1.] [is not married or legally separated][;]

[2.] [has not been party to an action or proceeding for divorce or annulment within the last six months, or has been a party to such an action or proceeding and at least six months have elapsed since the date of the judgment terminating the marriage][;]

[3.] [Is not currently registered in a domestic partnership with a different domestic partner and has not been in such a relationship for at least six months][;]

[4.] [occupies the same residence as the [Employee]][;]

[5.] [has not entered into a domestic partnership relationship that is temporary, social, political, commercial or economic in nature][;] [and]

[6.] [has entered into a Domestic Partnership Arrangement with the [Employee]].]

[Domestic Partnership Arrangement] means the [Employee] and another person of [the same] [or] [the opposite] sex has any three of the following in common (documentation may be requested to the extent allowed by the city, county or state in which you reside):

1. joint lease, mortgage or deed;
2. joint ownership of a vehicle;
3. joint ownership of a checking account or credit account;
4. designation of the domestic partner as a beneficiary for the employee's life insurance or retirement benefits;
5. designation of the domestic partner as a beneficiary of the employee's will;
6. designation of the domestic partner as holding power of attorney for health care; or
7. shared household expenses.]

[Employee] means a [full-time] [employee] of the [Policyholder] [who works an average of [10] [15] [20] hours per week [or equivalent hours per month] [and who meets all of the requirements for one of the Covered Classes shown below].

[[Class 1] [All [employee]s] of the [Policyholder] who are officers]

[Class 2] [All [employee]s] of the [Policyholder] who are managers or supervisors]

[Class 3] [All [employee]s] of the [Policyholder]] at [location]]

[Class 4] All other [employee]s] of the [Policyholder]]]

Eligibility Waiting Period means the period of time that must lapse before an [Employee] is eligible for this insurance. It will be extended by the number of days the [Employee] is not in Active Service. We will not pay benefits for an Injury or Injuries sustained during the Eligibility Waiting Period. The Eligibility Waiting Period is shown in the *Schedule of Benefits*.

[Provide **Evidence of Insurability** means a Covered Person must upon request and at their expense:

1. Complete and sign our health and medical history form.
2. Sign our form authorizing us to obtain information about his health and other insurance coverage.
3. Provide any additional reasonable information about his insurability that we request.
4. Undergo a physical examination and testing at our request.]

Evidence of Insurability Amount means the amount shown in the *Schedule of Benefits*.

Guarantee Issue Amount means the amount shown in the *Schedule of Benefits*.

He, him or his means an individual, male or female.

Job means a group of similar positions within an establishment, which are identical with respect to their major or significant tasks. There may be one or many persons employed in the same Job. As used above an “establishment” is a public or private employing unit that produces, provides and/or sells goods or services at a single physical location. An establishment may range in size from a single self-employed worker to thousands of workers.

Occupation means a group of Jobs, found at more than one establishment, in which a common set of tasks are performed and related in terms of similar objectives, methodologies, materials, products, worker actions or worker characteristics.

Physician or Doctor means a licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

1. employed or retained by the [Policyholder];
2. living in the Covered Person's household; or
3. a parent, sibling, spouse[,] [domestic partner] or child of the Covered Person.

[Plan] Year or annual or annually means a period of twelve consecutive months beginning on the Certificate Effective Date and subsequent Anniversary Dates.

Policyholder means the entity shown on the cover page of this Certificate.

[Participating Organization] means the entity shown on the cover page of this Certificate.]

Prior Plan means another group life insurance plan on an insured or self funded basis administered by the Policyholder in effect on the day before effective date of an [Employee's] insurance under this Certificate.

Substantial and Material Duties or Substantial and Material Duty means the duties which an employer normally requires for the performance of an occupation and which cannot be reasonably omitted or modified. Substantial and Material Duties include Working the number of hours required in a Covered Person's regularly scheduled work week, up to 40 hours per week. Any requirement that a person works in excess of 40 hours per week will not be considered a Substantial and Material Duty.

ELIGIBILITY, EFFECTIVE DATE, TERMINATION AND CONTINUATION PROVISIONS

Certificate Effective Date

We agree to provide the benefits described in this Certificate in consideration of the payment of the premium when due. Insurance coverage begins on the Certificate Effective Date shown on this Certificate's first page as long as the Minimum Participation requirement shown in the *Schedule of Benefits* has been satisfied.

[Effective Date for Newly-Acquired Affiliates

Insurance becomes effective for any newly-acquired affiliate of the [Policyholder] on first of the month following the date it is acquired if we have been notified in writing within the time period specified in the *Schedule of Affiliates*, have agreed to provide insurance, and have received any additional premium due. If we are not so notified, insurance for the Affiliate will become effective on the first of the month following the date we agree in writing to insure it and receive any additional premium due. Individuals who are [Employee]s of an Affiliate on its effective date of insurance under this Certificate will be eligible for insurance on that date.]

Eligibility

An [Employee][,][Dependent] [or][Domestic Partner] is eligible provided:

1. they meet the applicable definition shown in *Definitions*; and
2. they have completed the Eligibility Waiting Period, if any; and
- [3. in the case of an [Employee][,][Dependent spouse] [or] [Domestic Partner] they are under age 70 [on the Effective Date of the Certificate] [date they complete the Eligibility Waiting Period]; and]

[4.] they meet the definition of Active Service in *Definitions*.

No person is eligible for insurance under this Certificate as both an [Employee][,] [Dependent] [or Domestic Partner] at the same time.

Effective Date

The Effective Date of the Policy and Certificate is shown on the applicable cover page.

An eligible [Employee]'s insurance becomes effective on the [day] [first of the month] following the date he[:]

[1.] submits a complete enrollment form, if any [and we approve that form]; and]

[2.] has paid the required first contribution, if any].

An eligible Dependent's [or Domestic Partner]'s insurance becomes effective on the [day] [first of the month] [following the date the [Employee] first becomes insured[, or the [day] [first of the month]] following the date the person becomes eligible[, if later][, provided[:]

[1.] [a completed enrollment form, if any, is submitted for the Dependent [and we approve that form][:][and]

[2.] [the [Employee] has paid the required first contribution, if any, for the Dependent's coverage.

If either the [spouse] [or Domestic Partner] is eligible as an [Employee] the dependent children [may be covered] [are eligible for coverage] under only one [Employee].

If both of the [spouses] [or Domestic Partners] are eligible as an [Employee] and have no dependent children;

1. both will be insured as Covered Persons when a Covered Person is not required to contribute to the cost of his insurance; and
2. both may be insured as Covered Persons or one may elect to insure the other as a Dependent when a Covered Person is required to contribute to the cost of his insurance.

If both of the [spouses] [or Domestic Partners] are eligible as an [Employee] and have dependent children;

1. both will be insured as Covered Persons and dependent coverage will be provided via only the parent whose birthday occurs first during a Plan] Year, when an [Employee] is not required to contribute to the cost of his Dependents' insurance; and
2. both may be insured as an [Employee] but only one may elect dependent coverage to insure dependent children, when an [Employee] is required to contribute to the cost of his dependents' insurance.

A [spouse] [or Domestic Partner] that does not meet the definition of [Employee], or a dependent child may be insured as a Dependent provided one [spouse] [or Domestic Partner] meets the definition of [Employee] shown in *Definitions*.

[A child adopted by, or placed for adoption with, or who are a party in a suit for adoption by an [Employee] or spouse is eligible for coverage on the same basis as a natural child.]

[Foster children [and other children living with the [Employee] or spouse in a parent child relationship] are eligible for coverage on the same basis upon placement in the home.]

Deferred Effective Date

The effective date of insurance will be deferred for any [Employee] who is not in Active Service on the [day] [first of the month] following the date he would otherwise have become eligible. Coverage will become effective on the later of the [day] [first of the month] following the date he returns to Active Service and the [day] [first of the month] following the date coverage would otherwise have become effective.

[Late Entrant

A person will be considered a late entrant if he does not apply for insurance under this Certificate within 31 days of the [day] [first of the month] following the date he is first eligible.

If a person does not apply for insurance under this Policy within 31 days of the date he is first eligible, he must wait until the [Policyholder]'s next [Annual] [Open] Enrollment Period. Coverage for any late enrollee will become effective on the date specified by the [Policyholder].]

Effective Date of Changes

Any increase or decrease in the amount of insurance for the Covered Person resulting from a change in benefits provided by this Policy, a change in the [Employee]'s Covered Class, a change in election or a change in a Covered Person's age will take effect on the [day] [first of the month] following the date of such change. Increases will take effect subject to any Active Service and Application Information requirement.

Termination of Insurance

The insurance on an [Employee] will end on the earliest date below:

1. The first of the month following the date the Policy, this Certificate or insurance for a Covered Class is terminated [unless coverage is being continued under Waiver of Premium];
2. The [day] [next premium due date after first of the month] following the date he is no longer in a Covered Class or satisfies eligibility requirements under this Certificate[]; however, coverage may be continued for up to twelve months from the date he is unable to be in Active Service due to sickness, accidental bodily injury or pregnancy, but not beyond:
 - a. the date his employment is terminated by either the [Employee] or the [Policyholder];
 - [b.] [the date he retires;]
 - [c.] [the date he becomes 70 years of age;] or
 - [d.] Twelve months from his last day of Active Service or the date he becomes Disabled, if later.]
3. The last day of the last period for which premium is paid;
4. The end of any period of continuation approved by us; and
- [5.] [With respect to the Accidental Death and Dismemberment Benefit the later of the date an [Employee's] Waiver of Premium claim is approved by us, or 12 months from his last day of Active Service or the date he becomes Disabled, if later.]

[6.] [The date of his retirement.]

[7.] [With respect to the Accidental Death and Dismemberment Benefit, the date of his retirement.]

[The insurance on an [Employee's] [spouse] [Domestic Partner] [child] [Dependent] will end on the earliest date below:

- a. Five months after the date of an [Employee's] death.
- b. The date an [Employee's] Insurance ends for any reason other than his death
- c. The first of the month following the date the Policy, this Certificate or insurance for a Covered Class is terminated [unless coverage is being continued under Waiver of Premium];
4. The date an [Employee's] child marries;
5. The [day] [first of the month] following the date of divorce from the [Employee][, or termination of a Domestic Partnership Arrangement];
6. The last day of the last period for which premium is paid;
7. The end of any period of continuation approved by us; or
8. The [date] [the last day of the month] a child is no longer a Dependent as defined due to the child's age; however, if such child is handicapped, that child's Insurance will be continued (unless it ends for one of the above reasons shown above), if we receive satisfactory written proof of the child's disability but not beyond:
 - a. The date the child becomes capable of self-sustaining employment.
 - b. The date the child ceases to be chiefly dependent upon the [Employee] for support and maintenance.
 - c. The date the child marries.
 - d. The date the child's coverage would end for any reason other than the child's attainment of the limiting age.

Proof of the child's disability must be furnished to us on our forms within 31 days after the child ceases to be a Dependent as defined, and thereafter as required by us, but not more often than once a year after the two year period following the child's attainment of the limiting age. We have the right, at our expense, to have the child examined at reasonable intervals while such child's coverage is being continued.

It is in an [Employee's] best interest to forward any request for proof of the child's disability as soon as possible. If we do not receive proof within 30 days of the date of a request, the child's coverage will end unless the [Employee] could not furnish such proof through no fault of their own.]

Termination will not affect a claim for benefits after the Eligibility Waiting Period, if any, and while coverage was in effect.

Effect of Termination

[Option – conversion:]

If an [Employee's] or his] [spouse's] [Domestic Partner's] [child's] [Dependent's] [Covered Person's] coverage under this Certificate ends their Life Benefit will continue for 31 days. During this time they may convert their Life Benefit to an individual life insurance policy. They do not have to provide evidence of insurability. If a Covered Person does not exercise their Conversion Option within this period their coverage will end; see "Conversion Option" for details.

[Option - AD&D, accelerated benefit and waiver included:]

[If an [Employee's] [or his] [spouse's] [Domestic Partner's] coverage includes an Accelerated Benefit, any Accelerated Benefit paid will reduce the amount of their Life Benefit, but will not have any effect on the amount of their Accidental Death and Dismemberment Benefit. However, if an [Employee] also qualifies Waiver of Premium, his [and his] [spouse's] [Domestic Partner's] Accidental Death and Dismemberment Benefit will end on the date the [Employee's] claim for Waiver of Premium is approved by us.]

[Option - AD&D / waiver included:]

[If an [Employee] qualifies for Waiver of Premium, his [and his] [spouse's] [Domestic Partner's] Accidental Death and Dismemberment Benefit will end on the date the [Employee's] claim for Waiver of Premium is approved by us.]

[Option - AD&D and accelerated without waiver:]

If an [Employee's] [or his] [spouse's] [Domestic Partner's] coverage includes an Accelerated Benefit, any Accelerated Benefit paid will reduce the amount of their Life Benefit, but will not have any effect on the amount of their Accidental Death and Dismemberment Benefit.

BENEFITS

The amount of Life [and] [Accidental death and Dismemberment] Insurance payable [for the plan selected] is shown in the *Schedule of Benefits*. [If the *Schedule of Benefits* shows a Reduction Schedule any benefit payable after the attained age will be reduced by the rate shown in Reduction Schedule.] No benefits are payable for any Covered Person until the Eligibility Waiting Period has been completed.

Life Benefit

Subject to the terms of this Certificate, if a Covered Person dies while insured for these benefits, we will pay the Life Benefit shown in the Schedule of Benefits in a lump sum to the Beneficiary.

[Suicide Exclusion

[Until a Covered Person has been insured under the [Policy] for 24 consecutive months we will not pay a Life Benefit for a death that is caused or contributed to by suicide or any other intentionally self-inflicted injury, while sane or insane.

This exclusion also applies to any[:]

- [1.] Increase in your Life Benefit for the first two years of such increase.
- [2. Accelerated Benefit payment unless you have been insured under the [Policy] for two years in a row.]]

[Waiver of Premium

Option age 60 with reduction:]

[If an [Employee] becomes Disabled before their [60]th birthday and while insured under this Certificate, their Life Benefit in effect on the date they become Disabled, subject to age reductions shown in the *Schedule of Benefits*, will be continued subject to the following conditions. This amount will not change while the [Employee] remains Disabled or be affected by the termination or amendment of this Certificate after the date he becomes Disabled.]

[Option - before age 60 to age:]

[If an [Employee] becomes Disabled before their [60]th birthday and while insured under this Certificate, their Life Benefit in effect on the date they become Disabled will be continued subject to the following conditions but not beyond the date he attains [65] [70] years of age. This amount will not change while the [Employee] remains Disabled or be affected by the termination or amendment of this Certificate after the date he becomes Disabled.]

To claim the benefit an [Employee] must be Disabled. The [Employee] (or in the event of death, his Beneficiary) must provide us with satisfactory written proof of their continuous Disability within 12 months from the date he ceased to be in Active Service because of his Disability. An [Employee] must have been continuously Disabled for at least [six] [nine] months before we will consider a Waiver of Premium claim for approval.

If an [Employee's] Waiver of Premium claim is approved, we will require satisfactory written proof of continuing Disability at reasonable intervals, but not more than once a year after the [Employee] has been continuously Disabled for two years.

It is in an [Employee's] best interest to provide us with satisfactory written proof of continuing Disability as soon as possible. If we do not receive proof of continuing Disability from the [Employee] within 30 days we will send you a second notice at your last known address. If we do not receive a proof within 30 days of the date of our second notice, Waiver of Premium benefits will end.

All proof of Disability must be provided to us at your expense.

Regardless of any claim, evidence, or other information an [Employee] submits to his [employer] for other purposes, he must still obtain the appropriate documents to claim Waiver of Premium and have them completed by a Physician or Doctor within the above time frames.

The documents to claim Waiver of Premium are available upon request from the [employer]. The [Employer] will only distribute these materials upon an Employee's or their attending Physician's request. Previous evidence submitted to the [employer] for another claim or purpose will not be considered when claiming Waiver of Premium.

Any Waiver of Premium claim not filed within the above time frames will be denied and the [Employees] Life Benefit under the [Policy] will end.

For the purpose of this provision an [Employee] is considered to be Disabled if he is currently unable, as a result of his sickness, accidental bodily injury or pregnancy, to perform the Substantial and Material Duties of any Job or Occupation for which he is or becomes reasonably fitted by his education training, or experience and he is not Working at all.

We have the right, at our expense to have the [Employee] examined at reasonable intervals while he is claiming Waiver of Premium. One or more Physicians or vocational specialists of our choice will conduct any such examination.

Waiver of Premium benefits will end at the earliest of:

1. The day the [Employee] is no longer considered to be Disabled.
2. Thirty days after the date we mail an [Employee] a second request for proof of his continued Disability, unless the [Employee] provide us with the required proof within the requested period.
3. The date the [Employee] fail to provide us with a reasonable opportunity to be independently examined at our expense.
4. The effective date of any individual policy of life insurance issued to the [Employee], if he exercises the Conversion Option.

[Option – dependent’s premium waived:]

If an [Employee] is approved for Waiver of Premium, we will continue his [spouse’s] [Domestic Partner’s] [child’s] [Dependent’s] Life Benefit for the same period and under the same conditions as the [Employee’s] Life Benefit.

Upon satisfactory written proof that an [Employee] qualifies for Waiver of Premium and he has been continuously Disabled for more than [six] [nine] months, we will refund all premiums paid for the [Employee’s] [and his] [spouse’s] [Domestic Partner’s] [child’s] [Dependent’s] Life Benefit.

No premiums will be refunded for the first [six] [nine] months of Disability, or for any period during which the [Employee] either did not qualify for Waiver of Premium or was not Disabled. [If an [Employee] dies during the first [six] [nine] months of a period of continuous Disability, all premiums paid for the [Employee’s] [and his] [spouse’s] [Domestic Partner’s] [child’s] [Dependent’s] Life Benefit for that period will be refunded.]

If Waiver of Premium Benefits end, the [Employee] [and his] [spouse] [Domestic Partner] [child] [Dependent] may exercise the Conversion Option if the [Employee] [or his] [spouse] [Domestic Partner] [child] [Dependent] has not already done so.

The [Employee] [and his] [spouse’s] [Domestic Partner’s] [child’s] [Dependent’s] Accidental Death and Dismemberment Insurance ends on the date we approve the [Employee’s] Waiver of Premium claim.

The [Employee] [and his] [spouse] [Domestic Partner] [child] [Dependents] are not eligible for Waiver of Premium after you exercise your Conversion Option.]

[Accelerated Benefit

If an [Employee] while insured under this Certificate provides us with satisfactory written proof that you have a Terminal Condition you will be paid an Accelerated Benefit. If you qualify for payment of an Accelerated Benefit, you can elect to receive any amount up to 50% of the amount of your Life Benefit under this Certificate or \$250,000, whichever is less. Payment of an Accelerated Benefit is subject to the following:

1. An [Employee] [spouse] [Domestic Partner] may apply for an Accelerated Benefit if they have a Terminal Condition.

Terminal Condition means a medically determinable condition from which an [Employee] [spouse] [Domestic Partner] is Disabled and which can be expected to result in such person’s death within twelve months. To qualify for payment of an Accelerated Benefit, the [Employee] [spouse] [Domestic Partner] must provide us with certification from a Doctor or Physician that they have a Terminal Condition, which can be expected to result in such person’s death within twelve months.

We reserve the right to have an [Employee] [spouse] [Domestic Partner] examined at our expense in connection with their claim for an Accelerated Benefit. Any such examination will be conducted by one or more physicians of our choice.

2. If we approve the an [Employee's] [spouse's] [Domestic Partner's] application for an Accelerated Benefit, the amount of their Life Benefit under the [Policy] will be reduced by the amount of the Accelerated Benefit paid to the [Employee] [spouse] [Domestic Partner].
3. If the [Employee] [spouse] [Domestic Partner] decides not to apply for an Accelerated Benefit or if we do not approve the Employee's] [spouse's] [Domestic Partner's] application for an Accelerated Benefit, the full amount of their Life Benefit will be paid to their Beneficiary if they die while insured under the [Policy].
4. Any Accelerated Benefit paid to an [Employee] [spouse] [Domestic Partner] will reduce the amount of their Life Benefit by the amount of the payment. If an [Employee] [spouse] [Domestic Partner] applies for an Accelerated Benefit, we will give that person a statement showing the amount of the maximum Accelerated Benefit they are eligible to receive and the amount by which their Life Benefit will be reduced if they elect to receive their maximum Accelerated Benefit.

[Option if Waiver of Premium is available]

- [5.] An [Employee] [spouse] [Domestic Partner] may apply for an Accelerated Benefit if their Life Benefit is being continued under Waiver of Premium. Any Accelerated Benefit paid to an [Employee] [spouse] [Domestic Partner] will reduce the amount of their Life Benefit being continued under that provision by the amount of the Accelerated Benefit payment.
- [6.] The Accelerated Benefit is paid in one lump sum and is NOT A LONG TERM CARE BENEFIT. The amount of any Accelerated Benefit paid to an [Employee] [spouse] [Domestic Partner] is their money and they can use it in any way they like.

[7]. Exceptions and Limitations

- a. An [Employee] will not be qualify for, or be paid, an Accelerated Benefit if he has made an absolute assignment of his Life Benefit or an irrevocable beneficiary designation for his Life Benefit.
- b. An Accelerated Benefit will not be paid if all or part of an [Employee's] Life Benefit must be paid to your child(ren) or former [spouse] [or] [Domestic partner] as a part of a court approved divorce [or termination of a Domestic Partner] agreement. If an [Employee] [spouse] [Domestic Partner] lives in a community property state, no Accelerated Benefit will be paid without the written consent of the [Employee] [spouse] [or] [Domestic Partner].
- c. If an [Employee's] [spouse's] [Domestic Partner's] Life Benefit is scheduled to reduce due to age or retirement within 12 months after the date you apply for an Accelerated Benefit, their Accelerated Benefit will be limited to 50% of the amount of their Life Benefit that will be in effect after the scheduled reduction.
- d. An [Employee] [spouse] [Domestic Partner] cannot apply for an Accelerated Benefit if they have exercised their Conversion Option.

[Option not permitted to apply if on waiver of premium, do not include if "5" above is included:]

- [e.] An [Employee] [spouse] [Domestic Partner] may not apply for an Accelerated Benefit if their Life Benefit is being continued under Waiver of Premium.

An [Employee] [spouse] [Domestic Partner] must apply for the Accelerated Benefit while they are insured for under this Certificate. The Accelerated Benefit must be paid to an [Employee] [spouse] [Domestic Partner] during their lifetime and while insured under this Certificate.

The Accelerated Benefit will be paid to the [Employee] [spouse] [Domestic Partner] in one lump sum. An [Employee] [spouse] [Domestic Partner] will not be paid an Accelerated Benefit until they submit and we approve satisfactory evidence of their Terminal Condition.

An [Employee] [spouse] [Domestic Partner] can only receive an Accelerated Benefit ONCE. An [Employee] [spouse] [Domestic Partner] may apply for less than the maximum Accelerated Benefit for which they are eligible; however, the minimum Accelerated Benefit we will pay is \$500.

If an [Employee] [spouse] [Domestic Partner] recovers from their Terminal Condition after we have paid an Accelerated Benefit to such person, that person will NOT be asked to refund any part of the Accelerated Benefit paid. If premiums are payable for any portion of an [Employee's] [spouse's] [Domestic Partner's] Life Benefit after the Accelerated Benefit is paid to such person, the premiums will be based on the reduced amount of their Life Benefit.

If an [Employee] [spouse] [Domestic Partner] receives an Accelerated Benefit and then exercises their Conversion Option, the amount such person may convert will be based on the reduced amount of their Life Benefit after the payment of the Accelerated Benefit.

[Delete if AD&D is not included:]

[If an [Employee] [spouse] [Domestic Partner] qualifies for an Accelerated Benefit the full amount of their Accidental Death and Dismemberment Benefit under the [Policy] will continue.]

Any reductions to an [Employee's] [spouse's] [Domestic Partner's] Life Benefit due to age or retirement after such person has received payment of an Accelerated Benefit, will be based on the amount of their remaining Life Benefit under this Certificate..

The full amount of the Accelerated Benefit paid MAY BE TAXABLE income to the [Employee] [spouse] [Domestic Partner]. Please consult a tax advisor before applying for an Accelerated Benefit.

The cost of this Accelerated Benefit is included in the premium paid by the [Employee] and/or the [Policyholder] for the [Employee's] [spouse's] [Domestic Partner's] Life Benefit under this Certificate.

The payment of an Accelerated Benefit to an [Employee] [spouse] [Domestic Partner] may adversely affect your eligibility for Medicaid or other government benefits or entitlements.

Conversion Option

An [Employee] has the right to convert his Life Benefit to an individual permanent life insurance policy during the Conversion Period without submitting Applicant Information if his Life Benefit ends or is reduced for any of the following reasons:

1. The [Employee's] [employment] with the [Policyholder] ends;
2. The [Employee] is are no longer eligible for Insurance under this Certificate; or
3. For any other reason except the [Employee's] failure to make the premium contribution for his Life Benefit, if required, or the termination or amendment of the [Policy] or this Certificate before the [Employee's] Life Benefit has been in effect for five years.

If an [Employee] exercises his right to convert:

1. For any reason other than the termination or amendment of the [Policy] or this Certificate the amount he may convert is the amount of his Life Benefit that ended, reduced by the amount of any other group life insurance for which he becomes eligible during the Conversion Period.
2. Because of the termination or amendment of the [Policy] or this Certificate after his Life Benefit has been in effect for five years, the maximum amount which he may convert is the lesser of:
 - a. The Life Benefit that ended, reduced by any other group life insurance for which he becomes eligible during the Conversion Period; or
 - b. \$2,000.
3. Due to an age or retirement reduction, the maximum amount which he may convert is the amount of his Life Benefit that ended, reduced by the amount of any other group life insurance for which he become eligible during the Conversion Period.

As used above, "amendment" means an amendment of the [Policy] or this Certificate to terminate the class of [employee] of which the [Employee] is a member.

The Conversion Period is the 31 day period after the date an [Employee's] Life Benefit ends or is reduced. If an [Employee] wants to convert their Life Benefit to an individual permanent life insurance policy during this period, he must apply in writing and pay the first premium for the individual permanent life insurance policy.

If an [Employee] exercises the Conversion Option for his Life Benefit, the individual permanent life insurance policy will become effective on the day after the end of the 31 day Conversion Period.

If an [Employee] dies during the Conversion Period, we will pay the Beneficiary the maximum Life Benefit he could have converted in 1, 2, or 3 above. This benefit will be paid whether or not the [Employee] applied for an individual permanent life insurance policy during the 31 day Conversion Period.

If the [Employee] dies after the Conversion Period, no death benefit will be paid unless he applied in writing to convert his Life Benefit before the date of his death.

If an [Employee] converts his Life Benefit to an individual permanent life insurance policy he may select any form of individual permanent life insurance then being issued by us to persons of the same age for the amount requested other than:

1. An individual term life insurance policy; or
2. An individual permanent life insurance policy with disability benefits, accidental death benefits, or any other additional benefits.

An [Employee] may convert less than the entire amount of his Life Benefit, but he may not apply for less than the minimum amount then being issued by us for the form of individual permanent life insurance selected.

An [Employee] may not convert any amount that ends due to:

1. An [Employee's] failure to make any required premium contribution for his Life Benefit; or
2. The termination or amendment of the [Policy] or this Certificate before his Life Benefit has been in effect for five years in a row.

The premium for the individual permanent life insurance policy will be determined from our published rates for standard risks.

[Option dependent life:]

An [Employee's] [spouse] [Domestic Partner] [child] [Dependent] may also convert his Life Benefit under the same term and conditions described above if such person's coverage ends because:

1. Of the [Employee's] death or retirement;
2. Of termination of the [Employee's] [employment] with the [Policyholder];
3. The [Employee] is no longer eligible for Insurance under the [Policy] or this Certificate;
4. The [Employee] is are no longer in Active Service;
5. The [Employee's] [spouse] [Domestic Partner] [or] [child] [Dependent] is no longer eligible for Insurance under the [Policy] or this Certificate; or

6. For any other reason except the [Employee's] failure to make the premium contribution for the [spouse's] [Domestic Partner's] [child's] [Dependent's] Life Benefit, if required, or the termination or amendment of the [Policy] or this Certificate before such person's Life Benefit has been in effect for five years.

If an [Employee's] [spouse] [Domestic Partner] [child] [Dependent] dies during the Conversion Period, we will pay the Beneficiary the maximum Life Benefit such person could have converted in 1, 2, 3, 4, 5 or 6 above. This benefit will be paid whether or not The [Employee's] [spouse] [Domestic Partner] [child] [Dependent] applied for an individual permanent life insurance policy during the Conversion Period. If such person dies after the Conversion Period, no death benefit will be paid unless the [Employee's] [spouse] [Domestic Partner] [child] [Dependent] applied in writing to convert his Life Benefit before the date of his death.

If an [Employee's] [spouse] [Domestic Partner] [child] [Dependent] does not have the legal capacity to enter into a contract of insurance that is binding on both the carrier and the [Employee's] [spouse] [Domestic Partner] [child] [Dependent], the [spouse's] [Domestic Partner's] [child's] [Dependent's] [parent] [or] [guardian] [person] authorized to act on behalf of such person] may apply for the converted policy.

An [Employee's] [spouse] [Domestic Partner] [child] [Dependent] is not eligible for coverage again under the [Policy] once such person exercises their Conversion Option.

[Accidental Death and Dismemberment Benefit

Subject to the terms of this Certificate, if an Employee] [or his] [spouse] [Domestic Partner] [child] [Dependent] receives a bodily injury and incurs any type of loss shown below we will pay the Accidental Death and Dismemberment Benefit shown in the table below. The loss must be caused exclusively by external and accidental means, be the result of an injury, directly and independently of all other causes, and incur within 90 days after the date the [Employee] [or his] [spouse] [child] [Domestic Partner] [Dependent] receives the injury.

All benefits other than loss of life will be paid to the Covered Person that sustained the injury. Benefits for loss of life will be paid to the Beneficiary.

The amount of an [Employee's] [and his] [spouse's] [Domestic Partner's] [child's] [Dependent's] Accidental Death and Dismemberment Benefit for the types of loss the following table is based on the Accidental Death and Dismemberment Benefit shown in the *Schedule of Benefits*.

<u>Type of Loss</u>	<u>Amount</u>
[Life through Public Transportation Accident	Full Amount]
Life	Full Amount
Both Hands or Feet or Sight of Both Eyes	Full Amount
One Hand and One Foot	Full Amount
Either Hand or Foot and Sight of One Eye	Full Amount
Either Hand or Foot	One-Half Full Amount
Sight of One Eye	One-Half Full Amount
[Quadriplegia	Full Amount]
[Paraplegia	One-Half Full Amount]
[Hemiplegia	One-Half Full Amount]
[Speech or Hearing	One-Half Full Amount]
[Thumb and Index Finger Only	One-Quarter Full Amount]

Loss of a Hand or a Foot means permanent severance of the hand or foot from the body at or above the wrist or ankle joint; loss of sight of an eye means entire and irrecoverable loss of sight.

[Quadriplegia means Paralysis of both arms and legs.]

[Paraplegia means Paralysis of both legs.]

[Hemiplegia means Paralysis of the arm and leg on one side of the body.]

[Paralysis means complete and irreversible loss of use, without severance, of a limb.]

[Loss of the Thumb and Index Finger means permanent severance of the thumb and index finger of the same hand at or above the metacarpophalangeal joint.]

[Loss of Speech or Hearing means a total, permanent, and irrecoverable loss of speech or hearing which has continued for 12 months or more.]

[Public Transportation Accident means an accident occurring while you are a fare-paying passenger on Public Transportation. Public Transportation means a vehicle operated by a common carrier for the purpose of providing transportation for fare-paying members of the general public. Examples include, but are not limited to, buses, trains, boats, and planes operating on regular routes and selling tickets to members of the general public.]

No more than the full amount of your Accidental Death and Dismemberment Benefit will be paid for all losses resulting from one accident.

No more than the [full amount] [two times] the Accidental Death and Dismemberment Benefit shown in the *Schedule of Benefits* will be paid for all losses resulting from one accident[, except that in the case of loss of life through Public Transportation Accident no more than two times the full amount will be paid.]

The benefit for loss of thumb and index finger will not be paid if a benefit is payable for the loss of the same hand.

[Seat Belt Benefit

In addition to the Accidental Death and Dismemberment Benefit paid due to an [Employee's] [or his] [spouse's] [Domestic Partner's] [child's] [Dependent's] death, we will pay the Beneficiary an additional benefit of \$50,000 if [he] [such person] dies as a result of an Automobile accident and [he] [that person] was wearing a Seat Belt at the time of the accident.

We must receive satisfactory written proof that an [Employee's] [or his] [spouse's] [Domestic Partner's] [child's] [Dependent's] death resulted from an Automobile accident and that [he] [such person] was wearing a Seat Belt at the time of the accident. A copy of the police accident report should be submitted with the claim.

Seat Belt means a properly installed seat belt, or combination seat belt, lap and shoulder restraint, approved by the National Highway Traffic Safety Administration at the time the Automobile was manufactured.

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

Exclusions

Even though a loss results from accidental bodily injuries, no payment will be made if either the accidental bodily injuries or the loss is caused or contributed to by any of the following:

1. Insurrections, war, or act of war; war means declared or undeclared war, whether civil or international, and any substantial armed conflict with organized forces of a military nature.
2. Suicide or any other intentionally self-inflicted injury, while sane or insane.
3. Committing or attempting to commit an assault or a felony or an [Employee's] [or his] [spouse's] [Domestic Partner's] [child's] [Dependent's] active participation in a violent disorder or riot; active Participation does not include being at the scene of a violent disorder or riot in the performance of or an [Employee's] [or his] [spouse's] [Domestic Partner's] [child's] [Dependent's] official duties.

4. The voluntary use or consumption of any poison, chemical compound, or drug (including, but not limited to, prescribed medications), unless used or consumed in accordance with the directions of a physician.
 5. Any sickness or pregnancy existing at the time of the accident.
 6. Heart attack (including, but not limited to, myofibril infarction) or stroke (including, but not limited to, cerebral infarction).
 7. Medical or surgical treatment.
- [8.] Travel or flight in or descent from any kind of aircraft, as a pilot or crew member.
- [9.] Travel or flight in or descent from any kind of aircraft operated by or for the Employer, as a passenger.
- [10.] Flight in or descent from a glider or hang glider.
- [11.] Descent from any kind of aircraft as a passenger for recreation.
- [12.] Travel or flight in or descent from any kind of aircraft, except as a passenger on a commercial passenger flight or on a Military Air Transport passenger flight.
- [13.] Any occupational injury or disease arising out of or incurred in the course of or [your] [or] [your] [spouse's] [child's] [Dependent's] employment.

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice of claim must be given to us within 31 days or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to us at our Administrative Office, such other place as we may designate for the purpose, or to our authorized agent. Notice should include the [Policyholder]'s name and the Covered Person's name, address and Policy Number.

Claim Forms

We will send claim forms for filing proof of loss when we receive notice of a claim. If such forms are not sent within 15 days after we receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Proof of Loss

Written or authorized electronic proof of loss satisfactory to us must be given to us at our Administrative Office, such other place as we may designate for the purpose, or to our authorized agent.

To claim a benefit for loss of life the Beneficiary should send us written notice of death as soon as possible after the date of a loss.

For a waiver of Premium, an [Employee] must provide satisfactory written proof of his Disability within 12 months of his last day of Active Service. Claims not filed within this time limit will be denied.

To claim an Accelerated Benefit, an [Employee] [or his] [spouse] [Domestic Partner] should provide satisfactory written proof that you qualify for an Accelerated Benefit as soon as possible.

To claim a dismemberment benefit, an [Employee] [or his] [spouse] [Domestic Partner] [child] [Dependent] you must provide satisfactory written proof of loss to support their claim within 90 days of event for which claims is made, or as soon thereafter as reasonably possible and, in any case, within one year after the end of that 90-day period.

Claims not filed within these time limits will be denied and a dismemberment benefit will not be paid. These limits will not apply during any period when an [Employee] [or his] [spouse] [Domestic Partner] [child] [Dependent] [or Employee on behalf of his child] lacked the legal capacity to file a claim.

[Notice of Decision

We will send you written notice of our claim decision within 30 days after we receive due proof of your loss. If there are special circumstances that require more time (such as the need to hold a hearing), we will send you a written notice within this timeframe that an additional 30 days is needed. If more time is still needed to make a claim determination, we will send you written notice during this initial 30 day extension stating the special circumstances that require an additional 30 days. You will have 45 days to provide any additional information requested.

If the claim is wholly or partly denied, our notice will include:

1. Reasons for such denial;
2. Reference to specific certificate provisions, rules or guidelines on which the denial was based;
3. A description of the additional information needed to support your claim;
4. Information concerning your right to request that we review our decision; and
5. A description of our review procedures, time limits and notice of your right to bring civil action.

Review Of Denied Claims – This request must be in writing and must be received by us no more than 180 days after you receive notice of our claim decision. A request for a review of an urgent claim may be made over the phone. As part of this review, you may:

1. Send us written comments;
2. Review any non-privileged information relating to your claim; or
3. Provide us with other information or proof in support of your claim.

We will review your claim promptly after receiving your request. We will advise you of the results of our review within 60 days after we receive your request, or within 120 days if there are special circumstances that require more time (such as the need to hold a hearing). Our decision will be in writing and will include reference to specific policy provisions, rules or guidelines on which the decision was based, and notice of your right to bring a civil action.

Time of Payment of Claims

We will pay benefits due under this Certificate for any loss immediately upon receipt of due written or authorized electronic proof of such loss.

Payment of Claims

1. Employee Life Benefit

All benefits for loss of life will be paid to the Beneficiary named by the [Employee] as shown on the records kept on the [Policy]. Any part of an [Employee's] coverage for loss of life for, which there is no named Beneficiary, will be paid in accordance with the terms of this Certificate.

[2.] Dependent Life Benefit

All Dependent Life Benefits will be paid to the [Employee] if living. If the [Employee is not living Dependent Life Benefits will be paid in accordance with the terms of this Certificate.

[3.] Accidental Dismemberment Benefit

All Accidental Dismemberment benefits will be paid to the Covered Person, if living; otherwise, to the Beneficiary as shown on the records kept on the [Policy]. If there is no named Beneficiary such benefits will be paid in accordance with the terms of this Certificate.

All benefits will be paid in United States currency.

If we are to pay benefits to the Covered Person's estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage that we believe is equitably entitled. Any payment made by us in good faith pursuant to this provision will fully discharge us to the extent of such payment and release us from all liability.

Beneficiary

The Beneficiary for loss of life will be the person(s) named by the [Employee] as shown on the records kept on the [Policy].

If this coverage replaces all or a part of the insurance provided by a Prior Plan, a written Beneficiary Designation signed and dated by the [employee] under that plan will be accepted as the [Employee's] Beneficiary Designation under the [Policy]. That designation will remain in effect until you re-name or change your Beneficiary Designation.

An [Employee] may change his Beneficiary at any time by giving us written notice. This change will take effect on the date specified in that notice. If a date is not specified in that letter the change will take effect on the date of entry in those records.

Death benefits will be paid to the [Employee's] surviving Beneficiary or Beneficiaries. To the extent permitted by law, the amount payable to a Beneficiary will not be subject to any legal process against the Beneficiary or to the claims of any creditor or creditor's representative.

If any of an [Employee's] Beneficiaries die on the date of his death[, or within 15 days after the date of an [Employee's] death,] death benefits will be paid as if that Beneficiary had died before the [Employee], unless satisfactory proof of loss with respect to the [Employee's] death is delivered to us before the date of the Beneficiary's death.

If there is part of the [Employee's Life][or] [Accidental Death and Dismemberment] Benefit for loss of life for which there is no named Beneficiary living at your death, that part will be paid in a lump sum to the first surviving class of the following classes:

1. The [Employee's] spouse;
2. The [Employee's] children;
3. The [Employee's] parents; or
4. The [Employee's] brothers and sisters.

If none survives the [Employee], that part will be paid in a lump sum to the [Employee's] estate.

If a minor has no legal guardian, that minor's share may be paid to the adult or adults who, in our opinion, have assumed custody and support of the minor. [Payment may be made at a rate up to \$50.00 per month.]

The Beneficiary for loss of a [spouse's] [Domestic Partner's] [child's] [Dependent's] life is the [Employee]. Death benefits will be paid to the [Employee], if living, upon receipt of satisfactory written proof of your [spouse's] [Domestic Partner's] [child's] [Dependent's] death. If the [Employee] is not living at the time your [spouse] [child] [Dependent] dies, the benefit will be paid to the [Employee's estate].

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

If an [Employee] dies after having applied to convert his Life Benefit to an individual permanent life insurance policy, the beneficiary named on that policy, or in the application for it, will receive any benefits payable under this Certificate.

If the [Employee's] [spouse] [Domestic Partner] [child] [Dependent] dies after having applied to convert his Life Benefit to an individual permanent life insurance policy the beneficiary named on that policy, or in the application for it, will receive any benefits payable under this Certificate.

Change of Beneficiary

An [Employee] may ask us to change his beneficiary at any time. [The request must be in writing and the change must be approved by us.] If approved, it will go into effect the day the [Employee] signs the request. The change will not have any bearing on payments made before we approved the request.

Claimant Cooperation Provision

Failure of a claimant to cooperate with us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Claim Administration

For plans subject to the Employee Retirement Income Security Act (ERISA), the plan administrator of the employer's employee welfare benefit plan (the plan) has selected us as the plan fiduciary under federal law for the review of claims for benefits provided by this Certificate and for deciding appeals of denied claims.

In this role we shall have the authority, in our discretion, to interpret the terms of plan documents, to decide questions of eligibility for coverage or benefits under the plan, and to make any related findings of fact. All decisions made by us in this capacity shall be final and binding on participants and beneficiaries of the plan to the full extent permitted by state and federal law.

We will have no fiduciary responsibility with respect to the administration of the plan except as described above. It is understood that our sole liability to the plan and to participants and beneficiaries under the plan shall be for the payment of benefits provided under this Certificate.

We may contract with another entity to perform this function on our behalf.

Payment of Claims to Foreign [Employees]

The [Policyholder] may, in a fiduciary capacity, receive and hold any benefits payable to Covered [Employee]s whose place of employment is other than:

1. the United States and its possessions; or
2. the Dominion of Canada.

We will not be responsible for the application or disposition by the [Policyholder] of any such benefits paid. Our payments to the [Policyholder] will constitute a full discharge of our liability for those payments under this Certificate.

Physical Examination and Autopsy

We, at our own expense, have the right and opportunity to examine the Covered Person when and as often as we may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under the Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by the Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, we have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Certificate.

If there is an overpayment due when the Covered Person dies, we may recover the overpayment from the Covered Person's estate.

[Additional Coverage with the Company

We will only pay benefits for a death or dismemberment benefit under one group term life policy if a Covered Person is covered by more than one of our group term life policies or certificates. A Covered Person may choose which Certificate they wish to keep in force by sending us written notice of their choice. We will return the premiums paid for any of our other group term life policies or certificates during the period there was more than one Policy or Certificate in force.]

Unpaid Premium – When a claim is paid, any premium due and unpaid may be deducted from the claim payment.

ADMINISTRATIVE PROVISIONS

Cancellation

We or the [Policyholder] may cancel the Policy or this Certificate, after the first year as of any Premium Due Date, by giving the other party [31] [45] [60] [90] [120] [180] days advance written notice.

If a premium is not paid when due, we will cancel this Certificate at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the *Schedule of Benefits*. The [Policyholder] has the sole responsibility to notify Covered Person's of such termination

Grace Period

A Policy Grace Period of [31] [60] [90] days will be granted for payment of required premiums due after the first premium, unless:

1. we do not intend to renew the coverage provided by the Certificate beyond the period for which premium has been accepted; and
2. written notice of our intention not to renew is delivered to the [Policyholder] at least [30] [45] [60] [90] [120] [180] days before the premium is due.

This Certificate will be in force during the Grace Period. If the required premiums are not paid during the Grace Period, insurance will end on the last day of the Grace Period. The [Policyholder] is liable to us for any unpaid premium for the time this Policy was in force.

We will reduce any benefits payable for any claims incurred during the Grace Period by the amount of premium due. If no such claims are incurred and premium is not paid during the grace period, insurance will end on the last day of the period for which premiums were paid.

Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Certificate will be based on the rates, as set forth in the *Schedule of Benefits* or subsequently changed, the plan and amounts of insurance in effect for Covered Persons and the premium mode selected, as shown in the *Schedule of Benefits*. We will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the [Policyholder].

Premium Payment

The total premium for this Certificate is the sum of premiums paid by the [Policyholder] for all Covered Persons below, including any amounts contributed toward the cost of this coverage by Covered Persons. If any premium is not paid when due, this Certificate will be cancelled as of the Premium Due Date of the unpaid premiums, except as provided in the Grace Period provision.

Changes in Premium Rates

We may change the premium rates from time to time with at least 60 days advance written notice to the [Policyholder]. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, we reserve the right to change rates at any time if any of the following events take place:

1. the terms of the Policy or this Certificate change;
2. the number of Covered Persons eligible for coverage increases or decreases by more than 10% since the latter of the Policy Effective Date and the date of the last renewal of this Policy;
3. coverage is reinstated following failure to pay premium during the Grace Period;
4. acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by 10% or more the number of eligible individuals;
5. a change in the number of eligible individuals which would, on a manual rate basis, require a change of 10% or more in the premium rate;
6. a change in any federal or state law or regulation is enacted, adopted or amended to the extent that it affects our benefit obligations under this Certificate; or
7. the [Policyholder] fails to provide sufficient information, as required by us, to confirm adequacy of premiums and rates currently being paid.

Any increase or decrease in rate, other than an increase due to a change in a Covered Person's age, will take effect on the date of the applicable change specified above. A pro-rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

Any increase in the rate charged due to a change in a Covered Person's age will take effect on the Anniversary Date of the [Policy]. A pro-rata adjustment due to a change in the Covered Person's age is limited to 12 months from the effective date of the person's coverage under this Certificate or the last Anniversary Date of the [Policy], if later.

Premium Audit

We will have the right to audit books and records of the [Policyholder] at its place of business and during regularly-scheduled business hours, in order to determine the accuracy of premium paid.

GENERAL PROVISIONS

Entire Contract; Changes

The Policy and this Certificate, including the [application (if any)][,] [individual enrollment forms (if any)][,] endorsements, amendments and any attached papers constitutes the entire contract of insurance. No change in the Policy or this Certificate will be valid until approved by one of our executive officers and endorsed on or attached to this Policy. No agent has authority to change the Policy or this Certificate or to waive any of its provisions.

Misstatement of Age

If an age has been misstated on the enrollment form, the Benefits will be those the premium paid would have purchased at the correct age.

Certificates

Where required by law, we will provide a certificate of insurance for delivery to the Covered Person. Each Certificate will list the benefits, conditions and limits of the Policy and this Certificate. It will state to whom benefits will be paid.

Assignment

The rights and benefits under this Certificate may be assigned under certain circumstances. Any [Employee] that wants to make an assignment of his insurance should see the [Policyholder] for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of an [Employee's] insurance (including an assignment on a form furnished by us or by the [Policyholder]).

Incontestability

1. Of This Certificate

All statements made by the [Policyholder] to obtain the coverage provided by this Certificate are considered representations and not warranties.

No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of the coverage provided by this Certificate unless a copy of the instrument containing the statement is, or has been, furnished to the [Policyholder]. After two years from the effective date of this Certificate, no such statement will cause the coverage provided by this Certificate to be contested except for fraud.

2. Of A Covered Person's Insurance

All statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is, or has been, furnished to the claimant. In the event of a claimant's death or incapacity, his applicable representative shall be given a copy.

After two years from a Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud.

Reporting Requirements

The [Policyholder] or its authorized agent must report all of the following to us by the premium due date:

1. the number of persons insured on the Certificate Effective Date;
2. the number of persons who are insured after the Certificate Effective Date;
3. the number of persons whose insurance has terminated;
4. any additional information required by us.

Clerical Error

A Covered Person's insurance will not be affected by error or delay in keeping records of insurance under the Policy. If such error or delay is found, we will adjust the premium fairly.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to the Policy or this Certificate are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Certificate is not in place of and does not affect any requirements for coverage under any Workers' Compensation, Occupational Disease or similar law.

SERFF Tracking Number: HMRK-125733709

State: Arkansas

Filing Company: HM Life Insurance Company

State Tracking Number: 39620

Company Tracking Number: HMP-TL 308

TOI: L04G Group Life - Term

*Sub-TOI: L04G.103 Renewable - Single Life -
Fixed/Indeterminate Premium*

Product Name: Term Life

Project Name/Number: Term Life/HMP-TL 308

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: HMRK-125733709

State: Arkansas

Filing Company: HM Life Insurance Company

State Tracking Number: 39620

Company Tracking Number: HMP-TL 308

TOI: L04G Group Life - Term

Sub-TOI: L04G.103 Renewable - Single Life -
Fixed/Indeterminate Premium

Product Name: Term Life

Project Name/Number: Term Life/HMP-TL 308

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice

07/15/2008

Comments:

Attachment:

Readability Certification.pdf

Review Status:

Satisfied -Name: Application

07/15/2008

Comments:

Please note that the Application for Group Insurance Form HMWA 308, approved for use by your Department on May 23, 2008, (SERFF Filing# HMRK-125652016), will be used with these forms.

Attachment:

HMWA 308.pdf

Review Status:

Satisfied -Name: Summary of Variables

07/15/2008

Comments:

Attachment:

Summary of Variables HM-TL 308.pdf

STATE OF ARKANSAS
READABILITY CERTIFICATION

This is to certify that the following forms comply with the requirements of Ark. Stat. Ann. 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act and have achieved a Flesch Reading Ease Score of:

<u>FORM NO.</u>	<u>DESCRIPTION</u>	<u>FLESCH SCORE</u>
HMP-TL 308	Term Life	56
HMC-TL 308	Term Life	56


Signed by Company Officer

July 14, 2008
Date

Domenic Palmieri
Name

Senior Vice President – Finance
Title

APPLICANT AGREES THAT

The insurance coverage requested and requested effective date must be approved by **HM Life Insurance Company** under its current rules and practices including Active Work, Evidence of Insurability and Pre-existing Condition provisions. All options and special requests are subject to Home Office approval.

No insurance agent or broker has authority to guarantee acceptability of requested insurance coverage. All materials describing this coverage must be approved in writing by **HM Life** prior to distribution. Note: Coverage will not be in effect until notified in writing by the Home Office. Do not cancel prior coverage until notified.

Premium rates quoted were based on the data submitted to **HM Life**. Final premium rates will be determined on the basis of the actual composition of the group of persons who become insured.

I represent that the statements contained in this application are true and complete to the best of my knowledge and belief, and I understand that they form the basis for **HM Life's** approval of the coverage requested.

Print Name of Applicant's Authorized Representative

Signature of Applicant's Authorized Representative

Date

Title

Signature of Witness and/or Agent

Location, City/State

Name of Witness and/or Agent

Agent License Number

FRAUD NOTICE *(Please read carefully)*

Any person who knowingly and with intent to defraud or deceive any insurance company submits an insurance application or statement of claim containing any false, incomplete or misleading information may be subject to civil or criminal penalties, depending upon state law.

In **Arkansas**, any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For your protection, California requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in a state prison.

In the **District of Columbia**, **WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

In **Florida**, any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."

In **Kentucky**, any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime. Any application for insurance in writing by the applicant shall be altered solely by the applicant or by his written consent; except that insertions may be made by the insurer for administrative purposes only in such manner as to indicate clearly that such insertions are not to be ascribed to the applicant.

In **Maryland** any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In **New Jersey**, any person who includes any false or misleading information on an application for insurance is subject to criminal and civil penalties.

In **Ohio**, any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

In **Oklahoma**, **WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

In **Pennsylvania**, any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

In **Washington**, it is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

VARIABLES, CUSTOMIZED PROVISIONS, AND FORMAT
HM Life Insurance Company
HMP-TL 308, et al

HM Life's policy forms are constructed in a way that allows us to select appropriate variables for each client either upon request or as required by applicable.

Policy forms will only be issued to eligible groups as defined by applicable law. Certificates of Insurance are issued to all group policyholders and/or participating employers for distribution to eligible members.

The enclosed policy form filing includes standard and variable provisions – there are several kinds of variables which are bracketed:

- Optional benefit provisions provided upon request and contract provisions, which are used in specific situations depending upon the requested plan design.
- Variable amounts, periods, and/or durations, all of which are shown in brackets. Such amount, period or duration used will depend on the product design requested by the client, subject to underwriting approval.
- Optional wording within a sentence or paragraph – where alternate wording is available, each variation is bracketed and shown in the enclosed policy forms.

An asterisk within bracket may be used to designate a form number, form type and/or applicable class in the footer; a name, number or date on the cover page; an affiliate name, location or effective date; or the dollar value of the premium due.

Common terms within the form may be substituted with similar terms, for example:

[Policyholder] – Employer, Participating Organization Association, Union, Indian Nation, etc. or similar term may be substituted for Policyholder provided benefits are provided on a group basis in a manner that precludes individual selection.

[Employee] – Associate, Member, Participant, etc. or similar term may be substituted for Employee

[Plan] – Calendar or Benefit may be substituted.

References to time periods, such as 180 days, may be converted to their monthly equivalent where practical upon request.

All exclusions and limitations may be included or deleted in their entirety. Optional wording within the exclusion or limitation is shown in brackets. Definitions that do not apply to the benefit description may be deleted in their entirety.

The policyholder generally determines eligibility and service waiting periods, if any, for their employees. Thus the definition of any insured person, and/or any service waiting period associated with such person's eligibility for benefits is subject to change. We will not agree to a definition of employee or a service waiting period that is not applied consistently to all employees within a given class.

No additional variations will be agreed upon which vary policy language, except by omission if not contrary to law, unless all such wording to be added has been submitted to, filed, and approved by the Maryland Administration of Insurance prior to use.

The attached forms are submitted in final printed form in 10-point type on 8 1/2 by 11 pages. The certificate may be printed in a booklet format (5 1/2 by 8 1/2 pages), if requested by the Policyholder. We may issue certificates in a foreign language, based on a direct translation of the filed wording.