

SERFF Tracking Number: MNNL-126340520 State: Arkansas
Filing Company: Minnesota Life Insurance Company State Tracking Number: 43758
Company Tracking Number: JAB-1923
TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only
Product Name: PremierGuard
Project Name/Number: PremierGuard/JAB-1923

Filing at a Glance

Company: Minnesota Life Insurance Company

Product Name: PremierGuard

TOI: H02G Group Health - Accident Only

Sub-TOI: H02G.000 Health - Accident Only

Filing Type: Form

SERFF Tr Num: MNNL-126340520 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 43758

Co Tr Num: JAB-1923

Authors: Jeanine Berfeldt, Paula
Moris, Teresa Guindon

Date Submitted: 10/12/2009

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Disposition Date: 10/30/2009

Disposition Status: Approved-
Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: PremierGuard

Project Number: JAB-1923

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 10/30/2009

Deemer Date:

Submitted By: Jeanine Berfeldt

Filing Description:

Please see attached Cover Letter for filing description.

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Forms will not be
used in domicile state.

Market Type: Group

Group Market Size: Large

Group Market Type: Trust

Explanation for Other Group Market Type:

State Status Changed: 10/30/2009

Created By: Jeanine Berfeldt

Corresponding Filing Tracking Number: JAB-
1923

Company and Contact

Filing Contact Information

Jeanine Berfeldt, Product Compliance Analyst jeanine.berfeldt@securian.com

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400 Robert Street North 651-665-4460 [Phone]
 St. Paul, MN 55101-2098 651-665-5424 [FAX]

Filing Company Information

Minnesota Life Insurance Company	CoCode: 66168	State of Domicile: Minnesota
400 Robert Street North	Group Code: 869	Company Type:
Law Department	Group Name:	State ID Number:
St. Paul, MN 55101-2098	FEIN Number: 41-0417830	
(651) 665-3500 ext. [Phone]		

Filing Fees

Fee Required? Yes
 Fee Amount: \$400.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Minnesota Life Insurance Company	\$400.00	10/12/2009	31221902

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	10/30/2009	10/30/2009

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Disposition

Disposition Date: 10/30/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Supporting Document	Actuarial Memorandum	Approved-Closed	No
Supporting Document	Delaware Trust Documentation	Approved-Closed	Yes
Supporting Document	Explanation of Variables	Approved-Closed	Yes
Form	Group Accident and Sickness Insurance Policy	Approved-Closed	Yes
Form	Policy Schedule	Approved-Closed	Yes
Form	Application to Participate in Trust	Approved-Closed	Yes
Form	Trustee's Application	Approved-Closed	Yes
Form	Group Accident and Sickness Certificate of Insurance	Approved-Closed	Yes
Form	Certificate Schedule	Approved-Closed	Yes
Form	Plan Sponsor's Application	Approved-Closed	Yes
Form	Group Accident and Sickness Insurance Application	Approved-Closed	Yes

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Form Schedule

Lead Form Number: 09-50582T

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 10/30/2009	09-50582T	Policy/Cont ract/Fratern al	Group Accident and Sickness Insurance Policy Certificate	Initial		52.500	09-50582T.pdf
Approved-Closed 10/30/2009	09-50573	Schedule	Policy Schedule Pages	Initial			09-50573.pdf
Approved-Closed 10/30/2009	09-50584T	Application/ Enrollment Form	Application to Participate in Trust	Initial			09-50584T.pdf
Approved-Closed 10/30/2009	09-50585T	Application/ Enrollment Form	Trustee's Application	Initial			09-50585T.pdf
Approved-Closed 10/30/2009	09-50583T	Certificate	Group Accident and Sickness Certificate of Insurance	Initial		52.700	09-50583T.pdf
Approved-Closed 10/30/2009	09-50574	Schedule	Certificate Schedule Pages	Initial			09-50574.pdf
Approved-Closed 10/30/2009	09-50571	Application/ Enrollment Form	Plan Sponsor's Application	Initial			09-50571.pdf
Approved-Closed 10/30/2009	09-50572	Application/ Enrollment Form	Group Accident and Sickness Insurance Application	Initial			09-50572.pdf

Group Insurance Policy

Minnesota Life Insurance Company – A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

MINNESOTA LIFE

Plan Administrator:
Address, City, State • 1-800-XXX-XXXX

POLICYHOLDER: BNY MELLON TRUST OF DELAWARE, TRUSTEE UNDER THE
GROUP INSURANCE TRUST FOR FINANCIAL INSTITUTIONS II

POLICY NUMBER: [12345T]

POLICY DATE: [OCTOBER 1, 2009]

FIRST POLICY ANNIVERSARY: [OCTOBER 1, 2010]

This policy was issued to the Policyholder on the policy
Date shown above. We promise to pay the benefits
provided by this policy, subject to the conditions, limitations
and exceptions of this policy. We make this promise and
issue this policy in consideration of the application for this
policy and the payment of the premiums.

Minnesota Life Insurance Company is a subsidiary of Minnesota
Mutual Companies, Inc., a mutual insurance holding company.
The Policyholder and any participating Plan Sponsor are
members of Minnesota Mutual Companies, Inc., which holds its
annual meetings on the first Tuesday in March of each year at 3
p.m. local time. The meetings are held at 400 Robert Street
North, St. Paul, Minnesota 55101-2098.

Signed for Minnesota Life Insurance Company at St. Paul, Minnesota on the effective date.

[Signature]

Secretary

[Signature]

President

This is an [accident] [and] [sickness] [only] [hospital confinement] policy [and does not cover sickness or
disease]. Review the policy carefully. This policy provides limited benefits [and a pre-existing condition
limitation]. Benefits provided are supplemental and are not intended to cover all medical expenses.

[EXCESS INSURANCE: This policy is not intended to be issued where other medical insurance exists. If other medical
insurance does exist at the same time of the claim then the benefit amounts payable by such other medical insurance will
become the deductible amount of this policy, if any, provided, however, that such benefits exceed any deductible amount shown
in the Benefit Schedule.]

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GROUP [ACCIDENT] [AND] [SICKNESS] INSURANCE • NONPARTICIPATING

General Information

This policy and Your application contain the entire contract between You and Us. Any statements You made in Your application will, in the absence of fraud, be considered representations and not warranties. Any statement an Insured makes will not be used to void the Insured's coverage unless the statement is contained in the Insured's application.

No change or waiver of any of the provisions of this policy, or of any policy issued under it, will be valid unless made in writing by Us and signed by Our president, a vice president, Our secretary or an assistant secretary. No agent or other person has the authority to change or waive any provisions of this policy, or of any policy issued under it.

This policy may be amended at any time You and We agree to amend it. The consent of the Insured is not required to amend this policy. Any amendment will be without prejudice to any claim for benefits incurred prior to the date of the amendment.

Effective Date

[If the Insured is insured under the Noncontributory Plan, the Insured's coverage under this policy is effective as of the Effective Date shown under the Noncontributory Plan section of the Benefit Schedule, provided the Plan Sponsor pays the required premiums for the term of the Noncontributory Plan.]

[[If the Insured is insured under the Contributory Plan] the Insured's coverage under this policy is effective as of the Effective Date shown [on] [under the Contributory Plan section of] the Benefit Schedule, provided the Insured pays the required premiums when due, beginning with the First Premium Due Date shown on the Benefit Schedule.]

Definitions

All capitalized terms in this policy are to be given the meanings as provided in this section or as otherwise defined in this policy.

Age

The Insured's Age on the Insured's most recent birthday, regardless of the actual time of birth.

Benefit Schedule

The schedule attached to this policy that outlines the coverage available to Eligible Customers under this policy.

[Covered Activities

Those activities set out in the Covered Activities section of the Benefit Schedule, with respect to which Insured Person(s) are provided insurance coverage under this policy.]

Dependent Child(ren)

The Insured's child, including natural child from the moment of birth, and step, foster, legally adopted child or child placed with the insured for adoption (irrespective of whether the adoption has become final), who is:

- (1) unmarried; and
- (2) living in the Insured's home; and
- (3) dependent on the Insured for financial support as evidenced by the Insured's federal tax return; and
- (4) between and including the Ages of birth and 19 years, or under Age 25 if enrolled as a full-time student in an accredited college, university, vocational or technical school as evidenced by the applicable institution. However, the age limit does not apply to a child who is incapable of self-sustaining employment by reason of mental or physical incapacity.

Domestic Partner

An individual in a domestic partnership where the two partners live together in a committed relationship and have some type of financial interdependence.

Eligible Customer

A natural person over Age 18 at time of application who is a Customer of the Plan Sponsor identified on the Benefit Schedule.

[Immediate Family Member

The Insured's [spouse or Domestic Partner, parent, grandparent, sibling or child; and the Insured's spouse's or Domestic Partner's parent, sibling or child].]

Injury

A bodily Injury which:

- (1) is sustained as a direct result of an unintended, unexpected and unforeseen accident that occurs while the Insured Person's coverage under this policy is in force;
- (2) must be evidenced by a visible contusion or wound that is external to the body, except in the case of accidental drowning;
- (3) directly and independently of all other causes, causes a covered loss[; and
- (4) occurs while participating in a Covered Activity].

Insured

An Eligible Customer:

- (1) who is listed as Primary Insured or Joint Insured on the Benefit Schedule attached to the Insured's certificate;
- (2) who has enrolled for coverage; and
- (3) for whom premium has been paid.

Insured Person

The Insured, and, if Family Coverage is indicated in the Benefit Schedule, the Primary Insured's lawful spouse or Domestic Partner, and Dependent Children.

Insured Spouse

If Family Coverage is indicated in the Benefit Schedule, the Primary Insured's lawful spouse or Domestic Partner.

Maximum Amount

The amount shown on the Benefit Schedule that is used to determine the maximum amounts payable under each benefit.

[Plan Administrator

The entity named on page 1 of this policy that We have designated to administer this insurance plan on Our behalf.]

Plan Sponsor

An entity which has been accepted to participate in the Trust; and makes insurance under this policy available to its Eligible Customers.

Policy Effective Date

The date coverage under this policy becomes effective as shown on page 1 of this policy.

Policy Anniversary

The same day and month in each succeeding year as the first Policy Anniversary.

You, Your

The trustee or successor trustees under the Group Insurance Trust for Financial Institutions II.

We, Our, Us

Minnesota Life Insurance Company.

Exclusions

No coverage will be provided under this policy and no benefit will be paid for any Injury or loss caused directly or indirectly by, results in whole or in part from, occurs during, or there is contribution from, any of the following:

- (1) self-inflicted Injury, self destruction, or autoeroticism, whether sane or insane;
- (2) suicide or attempted suicide, whether sane or insane;
- (3) an Insured Person's participation in, or an Insured Person's attempt to commit, a crime, assault, felony, or any illegal activity, regardless of any legal proceedings thereto;

- (4) bodily or mental infirmity, illness or disease;
- (5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected;
- (6) motor vehicle collision or accident where an Insured Person is the operator of the motor vehicle and an Insured Person's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings thereto.
- (7) infections of any kind regardless of how contracted, other than infection occurring simultaneously with, and as a direct result of, the accidental Injury;
- (8) medical or surgical treatment or diagnostic procedures or any resulting complications;
- (9) travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft carrier;
- (10) war or any act of war, whether declared or undeclared;
- (11) riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground;
- (12) repetitive stress syndromes including but not limited to rotator cuff syndrome, bursitis, tendonitis, carpal tunnel syndrome, ulnar nerve syndrome, stress fractures, neuropathy, epicondylitis or neuritis.

[Limitations]

[Limitation on Benefit Payments. If an Insured Person sustains one or more losses from the same accident for which benefits are payable under one or more benefits provided by this policy, the Maximum Amount payable for all benefits combined for the Insured Person will not exceed the per accident Maximum Amount specified in the Benefit Schedule.

[Limitation Due to Multiple Insurance Coverage . The insurance provided by this policy for the [Accident Medical Expense Benefit] [, Temporary Total Disability Accident Benefit] [, or Weekly Accident Benefit] shall be in excess of all other insurance and indemnity. If, at the time of occurrence of any loss payable under this policy, there is other insurance and indemnity in place, We shall be liable only for the excess amount of the loss over the amount of such other insurance and indemnity [and after satisfaction of any Accident Medical Expense Deductible which applies under this policy.] Covered [Accident Medical Expense Benefits] [, Temporary Total Disability Accident Benefits] [, or Weekly Accident Benefits] incurred and paid by other insurance will [not] be used to satisfy any Deductible which applies under this policy.]]

[Accidental Death Benefit]

[A benefit shall be provided only when an Insured Person's death results from an Injury. The Injury must be the sole cause of the Insured Person's death.

The Injury resulting in the Insured Person's death must occur while coverage is in force. The Insured Person's death must occur within [90, 120, 180, 365] days after the date of the Injury. The benefit payable shall equal 100% of the Maximum Amount shown on the Benefit Schedule.]

Accidental Dismemberment Benefit

[If Injury to the Insured Person results in any one of the losses specified below, We will pay the percentage shown below of the Maximum Amount shown in the Benefit Schedule for that loss. The Insured Person's loss must occur within [90, 120, 180, 365] days after the date of the Injury:

<u>For Loss Of:</u>	<u>Percentage of Maximum Amount</u>
[Speech and Hearing in Both Ears]	[100%]
[Both Hands or Both Feet or Sight of Both Eyes]	[100%]
[One Hand and One Foot]	[100%]
[One Foot and Sight of One Eye]	[100%]
[One Hand and Sight of One Eye]	[100%]
[Sight of One Eye]	[50%]
[One Hand or One Foot]	[50%]
[Speech or Hearing in Both Ears]	[50%]
[Thumb and Index Finger of Same Hand]	[25%]

If the Insured Person sustains more than one loss, only one amount, the largest to which the Insured Person is entitled, will be paid for all losses resulting from one Injury.

In no event will We pay more in total dismemberment benefits under this policy than an amount equal to 100% of the Maximum Amount shown on the Benefit Schedule, regardless of the number of losses.

"Loss of Hands or Feet" means complete severance at or above the wrists or ankle joints without subsequent reattachment.

"Loss of Sight, Speech, or Hearing" means the entire and irrecoverable loss of sight, speech, or hearing, which cannot be corrected by medical or surgical treatment or by artificial means.

"Loss of Thumb and Index Finger" means complete severance of both the thumb and the index finger at or above the metacarpophalangeal joints without subsequent reattachment.

A benefit is not payable for both Loss of Thumb and Index Finger of One Hand and the Loss of One Hand for Injury to the same hand as a result of any one accident.

A surgically reattached hand, foot, thumb or index finger will be deemed a permanent loss if, 12 months after reattachment, the limb has regained less than 50% of its normal function. The percentage of normal function must be certified by a licensed Physician.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is

09-50582T

not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

Accident Medical Expense Benefit

[Subject to the Limitation Due to Multiple Insurance Coverage, listed in the Limitations section, if [If] an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires the Insured Person to be treated by a Physician, We will pay up to the Usual and Customary Charges paid for Medically Necessary covered accident medical services received due to that Injury, up to the Accident Medical Expense Benefit Maximum Amount shown in the Benefit Schedule for all Injuries caused by the same accident.

The Accident Medical Expense Benefit is payable for the following covered accident medical services, and only for such charges paid by the Insured Person [after the Deductible shown in the Benefit Schedule has been met and] within [26, 52, 104] weeks after the date of the accident causing the Injury:

- (1) Hospital room and board (or room and board in an Intensive Care Unit;
- (2) Hospital ancillary services (including, but not limited to, use of the operating room or Emergency Room;
- (3) use of an Ambulatory Medical Center;
- (4) services of a Physician or a registered nurse (R.N.);
- (5) Ambulance service to or from a Hospital;
- (6) laboratory tests;
- (7) radiological procedures;
- (8) anesthetics and the administration of anesthetics;
- (9) blood, blood products and artificial blood products, and the transfusion thereof;
- (10) physical therapy and occupational therapy;
- (11) rental of Durable Medical Equipment;
- (12) artificial limbs, artificial eyes or other prosthetic appliances; or
- (13) medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription.

In addition to the exclusions set forth in the Exclusions section of this policy, Accident Medical Expense benefits are not payable for, and Usual and Customary Charges for covered accident medical services do not include, any expense for or resulting from any of the following:

- (1) repair or replacement of existing artificial Limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment unless for the purpose of modifying the item because Injury has caused further impairment in the underlying bodily condition;
- (2) new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums.]

except for repair or replacement of sound natural teeth damaged or lost as a result of Injury [up to the dental Maximum Amount shown in the Benefit Schedule];

- (3) new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless Injury has caused impairment of sight; or repair or replacement of existing eyeglasses or contact lenses unless for the purpose of modifying the item because Injury has caused further impairment of sight;
- (4) new hearing aids or hearing examinations unless Injury has caused impairment of hearing; or repair or replacement of existing hearing aids unless for the purpose of modifying the item because Injury has caused further impairment of hearing;
- (5) rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in Our sole judgment, Accident Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, We may, but are not required to, choose to consider such purchase as a usual and customary covered accident medical expense in lieu of such rental expense);
- (6) personal comfort or convenience items, such as, but not limited to, Hospital telephone charges, television rental, or guest meals[;]

[(7) a medical evacuation for which any benefits are payable under the Medical Evacuation Benefit [;]]

[(8) any condition for which the Insured Person claims or is paid benefits (including settlements) for any work related Injury].

“Ambulatory Medical Center” means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician’s office.

["Deductible" means the amount of charges for Medically Necessary services that must be paid [by the Insured Person] [by the combination of the Insured Person and the provider(s) of all other insurance and indemnity in place] due to Injuries resulting from an accident before Accident Medical Expense Benefits become payable due to Injuries resulting from that accident. In no event will We pay more than the Usual and Customary Charges for such Medically Necessary services. Accident Medical Expense benefits are not payable for charges applied to the Deductible.]

“Durable Medical Equipment” refers to equipment of a type that is designed primarily for use, and used primarily, by people who are injured (for example, a wheelchair or a Hospital bed). It does not include items commonly used by people who are not injured, even if the items can be used in the treatment of Injury or can be used for

rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24-hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Medically Necessary” means a covered medical service that is:

- (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Physician“ means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Usual and Customary Charge(s)” means a charge that:

- (1) is made for a covered accident medical service;
- (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred (for example, a Hospital room and board charge, other than for a Medically Necessary stay in an Intensive Care Unit, does not exceed the Hospital’s most common charge for semi-private room and board); and
- (3) does not include charges that would not have been made if no insurance existed.]

[Adaptive Home and Vehicle Benefit]

[If an Insured Person’s home and/or private motor vehicle require modifications to accommodate a [dismemberment loss for which a benefit is payable under this policy] [or] [Total and Permanent Accidental Disability] resulting from an Injury, We will pay a benefit equal to the lesser of:

- (1) the Maximum Amount shown on the Benefit Schedule or;
- (2) the actual cost of the alterations.

This benefit will be payable only if the one-time costs of the alterations to the Insured Person's home and/or private motor vehicle are:

- (1) made by a person or persons with experience in such alterations; and
- (2) recommended by a recognized organization associated with the Injury, and in the case of vehicle modifications, approved by the department of motor vehicles; and
- (3) made within [2] years from the date of the accident that caused the Injury.

["Total and Permanent Accidental Disability" means the inability of an Insured Person, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation which will presumably prevent them from performing such occupation for life.]

["Total and Permanent Accidental Disability" means that an Insured Person:

(1) has suffered any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or] [(g) Loss of Speech and Hearing in Both Ears; [or] [(h) Loss of Speech or Hearing in Both Ears; [or] [(i) Uniplegia;] and

(2) is permanently unable to perform the duties of any full-time or part-time occupation which will presumably prevent them from performing such occupation for life.]]

[Catastrophe Cash Benefit]

[If an Insured Person's Injury results in Paralysis or Coma within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and the Paralysis or Coma continues for [6, 12] consecutive months, after which a Physician determines the Insured Person's resulting Disability to be permanent and irreversible, then We will pay a percentage of the [initial lump sum] [and] [monthly] Maximum Amount(s) shown on the Benefit Schedule, where the percentage is determined by the cause of Disability as follows:

<u>Cause of Disability</u>	<u>% of [Initial Lump Sum] [and] [Monthly] Maximum Amount(s)</u>
[Coma]	[100%]
[Paralysis of Two or More Limbs (Upper and/or Lower)]	[100%]
[Paralysis of One Limb (Upper or Lower)]	[50%]

If an Insured Person suffers more than one cause of Disability as a result of the same accident, the largest

percentage (from the table above) for any one cause of Disability suffered by the Insured Person, will be used to determine the benefit payable.

The benefit payable is:

[LUMP SUM:]
[the percentage of the Maximum Amount shown above.]

[OR]

[MONTHLY:]
[a monthly benefit equal to the percentage of the monthly Maximum Amount shown above. The benefit is payable monthly as long as the Insured Person remains continuously Disabled due to the Paralysis or Coma, but cease on the earlie[r/st] of: (1) the date the Insured Person dies; [or] (2) the date the Insured Person is no longer Disabled due to the Paralysis or Coma; or (3) the date the maximum number of monthly benefits shown for the Catastrophe Cash Benefit in the Benefit Schedule have been paid.] Once the Maximum Amount is reached, no benefits are payable for any additional cause of Disability during the Insured Person's lifetime.]

[OR]

[LUMP SUM THEN MONTHLY:]
[the percentage of the initial lump sum Maximum Amount shown above followed by a monthly benefit equal to the percentage of the monthly Maximum Amount shown above. The monthly benefit is payable monthly as long as the Insured Person remains continuously Disabled due to the Paralysis or Coma, but ceases on the earlie[r/st] of: (1) the date the Insured Person dies; [or] (2) the date the Insured Person is no longer Disabled due to the Paralysis or Coma; or (3) the date the maximum number of monthly benefits shown for the Catastrophe Cash Benefit in the Benefit Schedule have been paid. Once the Maximum Amount is reached, no benefits are payable for any cause of Disability during the Insured Person's lifetime.]]

[If the Insured Person recovers or returns to any occupation on a full or part-time basis, the Insured Person may return to Disability status if: (1) the Insured Person has not recovered or been back to work for longer than 30 days; and (2) the attending Physician certifies a return to Disability status due to the same Paralysis or Coma which caused the original Disability.] [Periods of Disability separated by less than 30 consecutive days will be considered one period of Disability unless due to separate and unrelated causes.]

We reserve the right and will determine if the Insured Person is Disabled due to the Paralysis or Coma, including, but not limited to, requiring an independent medical examination at Our expense.

"Coma" means a profound state of unconsciousness from which an Insured Person cannot be aroused to consciousness, even by powerful stimulation. An Insured Person must be confined in a Hospital and diagnosed as Comatose by a Physician.

“Disabled, Disability,” means that an Insured Person is under the regular care of a Physician and completely unable to perform the duties of any full-time or part-time occupation.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Limb” means entire arm or entire leg including the hand and foot.

“Paralysis”, means the complete and irreversible loss of function in a part of the body as a result of neurological damage, as determined by a Physician.

“Physician“ means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[COBRA Benefit]

[If an Insured Person sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, and the Insured Person is survived by a spouse or Domestic Partner and/or one or more Dependent Children, We will pay a benefit to allow surviving dependents to continue their group medical coverage . The benefit will be paid to the surviving spouse or Domestic Partner, if living, otherwise to or on behalf of the Dependent Children. The benefit will be paid [annually] [monthly] and is equal to the Maximum Amount shown on the Benefit Schedule.

Before a COBRA benefit payment is made, We must receive proof that the payment will be used for continuation of the Insured Person’s medical coverage pursuant to COBRA.

Benefits will continue until the earlier of:

- (1) the date the total amount of annual COBRA benefits paid equals the Maximum Amount shown on the Benefit Schedule;

- (2) the date the maximum number of [annual] [monthly] benefit payments shown on the Benefit Schedule have been made; or
- (3) the date the spouse or Domestic Partner and/or Dependent Children cease being covered as COBRA participants under the Insured Person’s group medical plan.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985.]

[Coma Benefit]

[If Injury renders an Insured Person Comatose within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and if the Coma continues for a period of [30, 60, 90] consecutive days, We will pay a benefit equal to 1% of the Maximum Amount as shown on the Benefit Schedule. No benefit is provided for the first [30, 60, 90] days of the Coma. Benefits are payable monthly as long as the Insured Person remains Comatose due to that Injury, but cease on the earliest of:

- (1) the date the Insured Person ceases to be Comatose due to that Injury;
- (2) the date the Insured Person dies; or
- (3) the date the total amount of monthly Coma benefits paid for all Injuries caused by the same accident equals the Maximum Amount.

We will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which We are liable when the Insured Person is Comatose for less than a full month.

We reserve the right, at the end of the first [30, 60, 90] consecutive days of Coma and as often as We may reasonably require thereafter, to determine, on the basis of all the facts and circumstances, that the Insured Person is Comatose, including, but not limited to, requiring an independent medical examination at Our expense.

“Coma, Comatose” means a profound state of unconsciousness from which an Insured Person cannot be aroused to consciousness, even by powerful stimulation. The Insured Person must be confined in a Hospital and diagnosed as Comatose by a Physician.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or

- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Common Accident Benefit]

[If both the Insured and the Insured’s spouse or Domestic Partner sustain Injuries from a Common Accident that result in both their deaths within [90, 120, 180, 365] days of the Common Accident that caused the Injuries, the Insured’s spouse’s or Domestic Partner’s Accidental Death Benefit will be as shown in the Benefit Schedule.

“Common Accident” means the same accident or separate accidents that occur within the same 24-hour period.]

[Common Carrier Benefit]

[If an Insured Person dies as a direct result of an Injury involving a collision, crash or sinking of a Common Carrier while riding as a fare-paying passenger within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit in the amount shown on the Benefit Schedule.

“Common Carrier” means an air, land or water vehicle (other than a personal, rental, or chartered vehicle) licensed to carry passengers for hire and available to the public. Common carrier includes aircraft, taxis, trains, buses, ferries, ships, and other common means of public transportation.]

[Dependent Benefit]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit to the Insured’s beneficiary, in the amount shown on the Benefit Schedule, for each Eligible Dependent, subject to the following conditions:

- (1) an Accidental Death Benefit must be payable under the terms of this policy; and
- (2) coverage must be in force on the date of death[; and
- (3) [there must be at least one Eligible Dependent as of the date of the Insured’s or Insured Spouse’s accidental death.]

[If there are no Eligible Dependents, a benefit amount, as shown on the Benefit Schedule, will be paid.

“Eligible Dependent” means spouse, Domestic Partner, or Dependent Child.]

[Dependent Child Care Benefit]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit to the person responsible for incurring Child Care Expenses for any surviving Dependent Children, subject to the conditions and limitations below.

The [monthly] [annual] benefit for each Dependent Child will be as shown on the Benefit Schedule.

The benefit will be paid [in equal monthly installments] [annually] for [1, 2, 3, 4, 5] year[s] as long as the insured Dependent Child continues to be enrolled with a Day Care Provider, but not beyond the earliest of:

- (1) the Dependent Child attains Age 13; or
- (2) [2, 3, 4, 5, 6] years have elapsed since the date of the Insured’s or Insured Spouse’s accidental death, or
- (3) The benefit maximum amount shown on the Benefit Schedule is paid.

[One thirtieth (1/30) of the monthly benefit will be paid for each day of a partial month of Child Care Expenses.]

[One fifty-second (1/52) of the annual benefit will be paid for each week of a partial month of Child Care Expenses.]

Proof of incurred Child Care Expenses shall be required before any benefit payment is made.

The maximum Dependent Child Care Benefit payable, regardless of the number of Dependent Children who qualify, is shown on the Benefit Schedule.

“Child Care Expenses” means those expenses which are for a service or supply furnished by a licensed Day Care Provider for a Dependent Child’s care.

“Day Care Provider,” means:

- (1) a facility which is legally licensed or recognized by a legal authority to provide care and supervision for children in a group setting on a regular, daily and non-resident basis; or
- (2) an individual legally licensed or authorized by a legal authority who provides child care and supervision for such Dependent Children in the Insured Person’s home.

As used in this policy, “Day Care Provider” does not include a Hospital or other medical facility.]

[Disappearance [and Exposure] Benefit]

[If an Insured Person’s body has not been found after one year from the date the conveyance in which the Insured Person was traveling disappeared, exploded, sank, became stranded, made a forced landing or was wrecked, it shall be presumed, subject to all other terms of this

policy and any concerns of fraud or foul play, that the Insured Person has died as a result of a Injury. Such accidental death shall be considered a covered loss under this policy.

[Unavoidable exposure to the elements resulting in the Insured Person’s Injury or death will be considered a covered loss for the purpose of determining benefits payable under this policy.]]

[Dislocations [and Fractures] Benefit]

[If an Insured Person sustains an Injury that results directly in one of the Dislocations specified below and that Dislocation requires Reduction under anesthesia by a licensed Physician, We will pay the percentage shown below of the Dislocations Benefit Maximum Amount shown in the Benefit Schedule.

Only one Dislocations Benefit is payable during the Insured Person’s lifetime for each Dislocation listed below.

[Dislocation]	[Percentage of Maximum Amount]
[Hip]	[25%]
[Knee]	[25%]
[Wrist]	[25%]
[Elbow]	[25%]
[Ankle]	[25%]
[Shoulder blade]	[25%]
[Collarbone]	[25%]
[Jaw]	[25%]]

[If an Insured Person sustains an Injury that directly results in one of the Fractures specified below, We will pay the percentage shown below of the Fractures Benefit Maximum Amount shown in the Benefit Schedule.

Only one Fractures Benefit is payable during the Insured Person’s lifetime for each Fracture listed below.

[Fracture]	[Percentage of Maximum Amount]
[Hip]	[80%]
[Pelvis (excluding Coccyx and Sacrum)]	[80%]
[Skull (excluding Nose, Lower Jaw and Teeth)]	[50%]
[Thigh (excluding Kneecap)]	[40%]
[Upper Arm]	[40%]
[Ankle]	[35%]
[Lower Leg (excluding Kneecap)]	[35%]
[Heel]	[40%]
[Shoulder Blade]	[35%]
[Lower Jaw]	[30%]
[Collarbone]	[30%]
[Forearm (excluding Wrist)]	[25%]
[Wrist]	[25%]
[Vertebrae (each) – Vertebral Arch (excluding Coccyx)]	[20%]

[Sternum (Breastbone)]	[15%]
[Kneecap]	[15%]
[Cheekbone]	[15%]
[Hand (excluding Fingers, Thumb, and/or Wrist)]	[10%]
[Foot (excluding Toes, Heel, and/or Ankle)]	[10%]
[Coccyx]	[25%]]

The total Dislocations[and Fractures] benefits payable over the lifetime of this policy shall not exceed 100% of the Maximum Amount as shown in the Benefit Schedule.

In addition to the exclusions set forth in the Exclusions section of this policy, the Dislocations [and Fractures] benefits are not payable for:

- (1) an Injury resulting in a Dislocation [or Fracture] if Osteoporosis [or Pathological Fracture] was diagnosed prior to the Insured Person’s effective date of coverage ;
- (2) [Hairline Fractures].

If the Insured Person’s claim is payable for a Dislocation [or a Fracture], and either Osteoporosis or bone disease is first diagnosed at the time of such claim or first diagnosed prior to the claim but after the effective date of the Insured Person’s coverage , We will pay the benefit for that claim. However, no further Dislocations [and Fractures] benefits will be payable for the Insured Person.

[“Coccyx” means four fused vertebrae at the bottom of the spine.]

“Dislocation”, means that one or more bones are out of place, out of joint, or out of position. Dislocation does not include fingers and toes.

[“Fracture” means a break or rupture in the continuity of the bone or cartilage and includes, but is not limited to: complete fractures; compound fractures; compression fractures; depressed fractures; open fractures; simple fractures.]

[“Hairline Fracture” means a break that appears as a narrow crack along the surface of the bone.]

“Osteoporosis” means the thinning of bone with reduction in bone mass due to depletion of calcium and bone protein.

[“Pathological Fracture” means any Fracture in an area where pre-existing disease has caused weakening of the bone.]

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Reduction” means restoration to a normal position, of a Dislocated bone or joint.]

[Education Benefit]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay an Education Benefit to each eligible Dependent Child, subject to the following:

- (1) an Accidental Death Benefit must be payable under the terms of this policy;
- (2) the Dependent Child must be attending or enrolled to attend an accredited institution of higher learning beyond the 12th grade level, as a full-time student, on the date of the Injury causing the Insured’s or Insured Spouse’s death or was at the 12th grade level and subsequently enrolls as a full-time day student at an accredited institution of higher learning within 365 days following the date of the Injury.

The amount of the Education Benefit for the Dependent Children will be paid in equal annual installments, and will be the lesser of the actual [annual] incurred costs or the Maximum Amount shown on the Benefit Schedule [per year, up to [4] years.]]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay an Education Benefit to the surviving spouse or Domestic Partner provided an Accidental Death Benefit is payable under the terms of this policy and that the spouse or Domestic Partner enrolls as a full-time student in an accredited educational institution or an institution of vocational training for the purpose of preparing for full-time employment within 365 days after the date of such loss.

The amount of the Education Benefit for the [Dependent Children] [and/or] [spouse or Domestic Partner] will be paid in equal annual installments and will be the lesser of the actual [annual] incurred costs or the Maximum Amount shown on the Benefit Schedule [per year, up to [4] years.]]

Proof of such costs will be required before benefits are paid.]

[If an Insured or Insured Spouse sustains a covered accidental death for which benefits are payable under this policy, and no Education Benefit is payable under the terms described above, We will pay a benefit in the amount shown on the Benefit Schedule.]

[Emergency [Transportation] [and] [Treatment] Benefit]

[Emergency Transportation Benefit. If an Insured Person sustains an Injury that requires Emergency Treatment within [12, 24, 48] hours of the date of the

accident that caused the Injury and it is determined that it is Medically Necessary that the Insured Person be transported to a Hospital or a Satellite Emergency Center by Ambulance, We will pay [the lesser of the actual incurred costs or] [100%] of the Emergency Transportation Maximum Amount shown in the Benefit Schedule. Only one Emergency Transportation Benefit is payable for any one accident.

[The maximum number of Emergency Transportation Benefits payable per calendar year for an Insured Person, regardless of the number of accidents incurred, is shown in the Benefit Schedule.]]

[Emergency Treatment Benefit. If an Insured Person sustains an Injury that, within [24, 48, 72] hours of the date of the accident that caused the Injury, requires the Insured Person to receive Medically Necessary Emergency Treatment in a Hospital emergency room or a Satellite Emergency Center, We will pay the lesser of the actual incurred costs or] [100%] [of the applicable] Emergency Treatment Maximum Amount shown in the Benefit Schedule. Only one Emergency Treatment Benefit[, the largest,] is payable for any one accident incurred.

[The maximum number of Emergency Treatment benefits payable per calendar year for an Insured Person regardless of the number of accidents incurred, is shown in the Benefit Schedule.]]

[If an Insured Person incurs expenses for both Emergency Transportation and Emergency Treatment due to the same accident, only one amount, the highest, will be paid.] [The maximum number of combined Emergency Transportation benefits and Emergency Treatment benefits payable for an Insured Person per calendar year regardless of the number of accidents incurred in that same calendar year is shown on the Benefit Schedule.]

[“Ambulance” means any publicly or privately owned surface, water or air vehicle, including a helicopter that is specifically designed and constructed or modified and equipped to be used, maintained or operated primarily for the transportation of individuals who are sick, injured or wounded.

Ambulance does not include a surface, water or air vehicle that is owned and operated to accommodate an incapacitated or Disabled person who does not require medical monitoring, care or treatment during transport.]

“Emergency Treatment” means treatment for a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson with average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in: (1) placing the health of a person (or with respect to a pregnant woman, the health of her unborn child) in serious jeopardy; (2)

serious impairment to bodily functions; or (3) serious dysfunction of any bodily organ or part

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Medically Necessary” means an Emergency [Transportation] [or] [Treatment] that is: (1) essential for the diagnosis, treatment and care of the Injury; (2) meets generally accepted standards of medical practice; and (3) is ordered by a licensed Physician and performed under the licensed Physician’s care, supervision or order.

“Physician“ means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Satellite Emergency Center” means a licensed facility providing outpatient care under the direction of a licensed Physician on a 24-hour basis. Available services must include:

- (1) diagnostic care, including laboratory services and diagnostic x-rays; and
- (2) treatment or medical care, including availability of the means for stabilization of emergency medical conditions.

A Satellite Emergency Center does not include a Hospital or an office maintained by a licensed Physician for the practice of medicine or dentistry.]

[Escalator Benefit]

[Refer to the Benefit Schedule for the benefits under this policy to which the Escalator Benefit applies, the percentage of the Escalator Benefit increase applied to each benefit, and the period of time for which the Escalator percentage increases are provided. Each increase will be based on the initial benefit amount.]

[Family Leave Benefit]

[(Not applicable to an Insured Person [or] [Insured Person’s spouse or Domestic Partner] Age [70, 75, 80, 85] or older on the date of the accident).]

[If an [Insured Person [or] [Insured Person’s spouse or Domestic Partner]] [or an Immediate Family Member] is Disabled due to an Injury within [90, 120, 180, 365] days of the date of the accident which caused the Injury; and [

- (1) [an [Insured Person [or] [Insured Person’s spouse or Domestic Partner] takes an unpaid leave of absence or resigns from his or her Full-Time Employment to provide Continuous Care for the Disabled Immediate Family Member]; or]
- (2) [an Immediate Family Member takes an unpaid leave of absence or resigns from his or her Full-Time Employment to provide Continuous Care for the Insured Person [or Insured Person’s spouse or Domestic Partner]]

within [90, 120, 180, 365] days of the date the accident which caused an [Insured Person] [or] [Insured Person’s spouse or Domestic Partner] [or] [Immediate Family Member] to be Disabled, We will pay a monthly benefit to the Insured Person beginning [30, 60, 90, 120, 180, 365] days from the date the Caregiver ceased receiving wages due to resignation or unpaid leave of absence to provide Continuous Care to the Disabled person.

The amount of the Family Leave Benefit will be the lesser of:

- (1) The family leave monthly Maximum Amount specified in the Benefit Schedule; or
- (2) The result of multiplying 1/12th of the annual earnings of the Caregiver by the percentage of earnings reflected in the Family Leave Benefit in the Benefit Schedule].

[The benefit is payable monthly as long as [an Insured Person] [or] [an Insured Person’s spouse or Domestic Partner] [or] [an Immediate Family Member] remains continuously Disabled due to that Injury, but ceases on the earliest of:

- (1) the date the Disabled person ceases to be Disabled due to that Injury;
- (2) the date the Disabled person or the Caregiver dies;
- (3) the date the Caregiver ceases to spend [20, 30, 40] hours per week to provide Continuous Care to the Disabled person for any reason;
- (4) the date the Caregiver returns to Full-Time Employment; or
- (5) the date the benefit has been paid for the maximum number of months specified for the Family Leave Benefit shown in the Benefit Schedule.

Once the maximum is reached, no benefits are payable for any additional cause of Disability during an Insured Person's lifetime.

We will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which We are liable when [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner] [or] [an Immediate Family Member] is Disabled for less than a full month. Only one benefit is provided for any one month of Disability, regardless of the number of Injuries or accidents causing the Disability. Only one benefit is payable under this policy for any Disability due to the same accident, regardless of the [number of people Disabled,] the number of times [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner] [or] [an Immediate Family Member] is Disabled [, or the number of people who resign or take a leave of absence to provide Continuous Care].

We reserve the right to request proof of voluntary termination or leave of absence from Full-Time Employment without pay prior to payment of benefits. We also reserve the right to request proof of Disability or continuing Disability, including, but not limited to, requiring an independent medical examination at Our expense as often as may be reasonably required.

[An Immediate Family Member who takes a leave of absence or resigns from his or her Full-Time Employment to provide Continuous Care must be at least 18 years of Age.]

"Annual Earnings" means base annual salary for the 12 months of employment with the same employer immediately preceding resignation or leave of absence to provide Continuous Care for the Disabled person, exclusive of overtime, bonuses, tips, commissions and special compensation. Annual earnings must be verified by submitting objective proof of earnings such as copies of paychecks, W-2's, 1099's, tax returns or statement from employer.

"Caregiver" means the person who resigns or takes an unpaid leave of absence to provide Continuous Care.

"Continuous Care" means activities related to the physical life, health and safety of the Disabled person which must include assisting with two or more of the following: (1) bathing with sponge, bath, or shower; (2) dressing; (3) toilet use; (4) transferring (in and out of bed or chair); (5) urine and bowel continence; and (6) eating.

"Disabled, Disability" means that, as the result of an Injury, [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner] [or] [an Insured Person's Immediate Family Member]:

- (1) [is completely unable to perform the duties of any full-time or part-time occupation] [Or, in the case

of a child under Age [15], is unable to attend school on a full-time or part-time basis:];

- (2) requires the Continuous Care of the Caregiver; and
- (3) requires the supervision of a Physician unless [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner] [or] [an Immediate Family Member] has reached his or her maximum point of recovery.

"Full-Time Employment" means actively working, for wages or profit, for one employer for at least [20, 25, 30, 35, 40] hours per week for at least 12 consecutive months prior to the date of the accidental Injury that caused the Disability.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Felonious Assault Benefit]

[We will pay a Felonious Assault benefit when an Insured Person sustains an Injury for which benefits are payable under the [Accidental Death Benefit,] [Accidental Dismemberment Benefit,] [Catastrophe Cash Benefit,] [Coma Benefit,] [Paralysis Benefit,] [or Total and Permanent Accidental Disability Benefit] resulting from a Felonious Assault that is:

- (1) not a moving violation as defined under the applicable state motor vehicle laws; and
- (2) not an act of an Immediate Family Member[, another Insured Person] or an individual who resides with an Insured Person.

The amount payable under this benefit is shown on the Benefit Schedule. Only one benefit is payable for all Injuries resulting from the same Felonious Assault.

"Felonious Assault" means any willful and unlawful physical assault by another person involving the use of force upon an Insured Person: (1) with the intent to cause bodily Injury to an Insured Person; and (2) that results in bodily harm to an Insured Person; and (3) that is a felony or a misdemeanor in the jurisdiction in which it occurs.]

[Funeral Expense Benefit]

[If an Insured Person sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit amount, as shown in the Benefit Schedule, to help with customary funeral expenses such as services and materials provided by an undertaker, or a tombstone or plaque.

The benefit will be paid to the person who provides proof they paid, or will pay, the funeral expenses.]

[Grief Counseling Benefit]

[If an Insured or an Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury and is survived by their spouse or Domestic Partner, and/or Dependent Children, We will pay a benefit for counseling services received by the Insured Person's spouse or Domestic Partner, and/or Dependent Children within 1 year of an Insured's or Insured Spouse's accidental death.

Upon Our receipt of proof of payment for such counseling sessions, We will pay the amount shown on the Benefit Schedule per counseling session, limited to the maximum number of sessions shown on the Benefit Schedule for spouse or Domestic Partner, and all Dependent Children combined.

The benefit will be paid to the person who provides proof they paid for the counseling services.]

[Homecare Benefit]

[(Not applicable to an Insured or Insured Spouse Age [70, 75, 80, 85] or older on the date of the accident).]

[If, as the result of an Injury, an Insured or Insured Spouse [becomes Totally and Permanently Accidentally Disabled] within [90, 120, 180, 365] days of the accident that caused the Injury [and] requires Continuous Care, We will pay the Insured or Insured Spouse a monthly Homecare benefit [beginning 30, 60, 90, 120, 180, 365, 730] days from the date of the disabling Injury] as shown below:

[A] [Continuous Care provided by Qualifying Family Member:

If Continuous Care is provided by a Qualifying Family Member, We will pay a benefit equal to [25% - 60%] of the Qualifying Family Member's Monthly Earnings up to [the Maximum Monthly Benefit Amount shown on the Benefit Schedule] [a maximum of [25% - 75%] of the monthly Total and Permanent Accidental Disability benefit an Insured [or Insured Spouse] is receiving.]

[B] [Continuous Care provided by Homecare Provider:

If Continuous Care is provided by a Homecare Provider, We will pay a benefit equal to [the Maximum Monthly Benefit shown on the Benefit Schedule] [50%] of the monthly Total and Permanent Accidental Disability Benefit an Insured or Insured Spouse is receiving.]

Homecare benefits for Continuous Care provided by either a Qualifying Family Member or a Homecare Provider will be payable [for the first [6, 12, 24, 50, 100] months an Insured or Insured Spouse receives [monthly Total and Permanent Accidental Disability benefits] [Continuous Care] but will end on][until] the earliest of:

- (1) [the date an Insured or Insured Spouse ceases to be Totally and Permanently Accidentally Disabled];

- (2) the date an Insured or Insured Spouse dies; or
- (3) the date the [Qualifying Family Member ceases to spend at least [20, 30, 40] hours per week][, or a] [Homecare Provider ceases to spend [10, 15, 20] hours per week,] to provide Continuous Care to an Insured or Insured Spouse for any reason.

We will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which We are liable when an Insured or Insured Spouse is under Continuous Care for less than a full month.

[Only one Homecare benefit, the largest, is payable for any one month an Insured or Insured Spouse receives Continuous Care, regardless of the number of [Qualifying Family Members] [or] [Homecare Providers] providing Continuous Care.]

"Continuous Care" means [at least [20, 30, 40] hours a week of care by a Qualifying Family Member] [or] [at least [10, 15, 20] hours a week by a Homecare Provider] at home for activities related to the physical life, health and safety of an Insured or an Insured Spouse which must include assisting with [two or more of the following:] (1) bathing with sponge, bath or shower; (2) dressing; (3) toilet use; (4) transferring (in and out of bed or chair); (5) urine and bowel continence; and (6) eating.

"Full-Time Employment" means actively working, for wages or profit, for one employer for at least [20, 25, 30, 35, 40] hours per week for at least 12 consecutive months prior to the date of the accidental Injury that caused the Total and Permanent Accidental Disability.

["Homecare Provider" means a licensed home health care professional or registered nurse, and not a Physician.]

["Monthly Earnings" means 1/12th of the base annual salary for the 12 months of employment immediately preceding resignation or a leave of absence to provide Continuous Care for an Insured or an Insured Spouse exclusive of overtime, bonuses, tips, commissions and special compensation. Monthly Earnings must be verified by submitting objective proof of earnings such as copies of paychecks, W-2's, 1099's, tax returns or statements from the employer.]

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.

["Qualifying Family Member" means an Insured's or Insured Spouse's parent, spouse or Domestic Partner, sibling or child who is at least 18 years of Age, and who took an unpaid leave of absence or resigned from his or her Full-Time Employment to provide Continuous Care for an Insured or Insured Spouse.]

["Total and Permanent Accidental Disability" means an Insured's or Insured Spouse's inability, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation which will presumably prevent the Insured or Insured Spouse from performing such occupation for life.]

["Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled" means that an Insured or an Insured Spouse:

- (1) has suffered any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or] [(g) Loss of Speech and Hearing in Both Ears; or] [(h) Loss of Speech or Hearing in Both Ears; or] [(i) Uniplegia;] and
- (2) [is permanently unable to perform the duties of any full-time or part-time occupation which will presumably prevent the Insured or Insured Spouse from performing such occupation for life.]

["Loss of a Hand or Foot" means complete severance at or above the wrists or ankle joints without subsequent reattachment.]

["Loss of Sight in Both Eyes" means the entire and irrecoverable loss of sight in both eyes, which cannot be corrected by medical or surgical treatment or by artificial means.]

["Loss of Hearing in Both Ears" means the entire and irrecoverable loss of the ability to hear in both ears.]

["Loss of Speech" means total and irreversible loss of the ability to speak.]

"Hemiplegia" means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.

"Paraplegia" means the complete and irreversible Paralysis of both lower Limbs.

"Quadriplegia" means the complete and irreversible Paralysis of both upper and both lower Limbs.

["Uniplegia" means the complete and irreversible Paralysis of one Limb.]]

In-Hospital Accident Daily Benefit

[If an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires confinement in a Hospital as an Inpatient, We will pay a benefit [for each day] [after 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, 60 day(s)] of Medically Necessary confinement due to that Injury[, retroactive to the first Day of Confinement]. No benefit is provided for [the first [2, 3, 4, 5, 6, 7, 8, 14, 30, 60] Day(s) of Confinement or for] any Day(s) of Confinement that are

not Medically Necessary. The amount of the benefit is shown on the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Injury. It is payable [monthly] [weekly] up to the maximum number of days shown on the Benefit Schedule during any one Period of Confinement. Only one benefit is provided for any one Day of Confinement, regardless of the number of Injuries for which the confinement is required.

"Day(s) of Confinement" means a day of Hospital confinement as an Inpatient.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Inpatient" means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day's room and board is charged by the Hospital unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

"Medically Necessary" means that a covered medical service is:

- (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

"Period of Confinement" means a period of consecutive days of confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

“Physician,” as used in this benefit, means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

[In-Hospital Accident Single Payment Benefit]

[If an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires confinement in a Hospital as an Inpatient, We will pay a benefit [after 30, 60, 90, 120, 150, 180, 365] consecutive Medically Necessary Days of Confinement due to that Injury. No benefit is provided if an Insured Person is confined for less than [30, 60, 90, 120, 150, 180, 365] consecutive Medically Necessary Days of Confinement. The amount of the benefit is shown in the Benefit Schedule. [The benefit is payable in one lump sum. The benefit is payable only once during an Insured Person’s lifetime.]

“Day(s) of Confinement” means a day of Hospital confinement as an Inpatient.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.’s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day’s room and board is charged by the Hospital unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary” means that a covered medical service is:

- (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed;

“Physician,” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[In-Hospital Sickness Daily Benefit]

[Coverage under this benefit does not apply to Sickness which occurs after the Insured Person attained Age [65, 70, 75, 80].]

[If, after the Insured Person has been covered under this policy for at least [6-36] consecutive months,] an Insured Person sustains a Sickness that requires confinement in a Hospital as an Inpatient, We will pay a benefit after [1, 2, 3, 4, 5, 6, 7, 8, 14, 30, 60] consecutive day(s) of Medically Necessary confinement due to that Sickness [, retroactive to the [first] Day of Confinement]. No benefit is provided for [the first [2, 3, 4, 5, 6, 7, 8, 14, 30, 60] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is shown on the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Sickness. The benefit is payable [monthly, weekly] up to the maximum number of days shown on the Benefit Schedule during any one Period of Confinement. [For any one Day of Confinement, only the largest of the In-Hospital Accident and In-Hospital Sickness Daily Benefit for which the Insured Person qualifies will be paid.] Once the maximum has been reached, no benefits are payable for any additional confinements due to Sickness for an Insured Person’s lifetime.

[Pre-Existing Condition Limitation. Benefits are not payable in connection with a Pre-Existing Condition within the initial [6, 12, 24] consecutive months from the effective date of the Insured Person’s coverage or effective date of reinstatement under this policy.

“Pre-Existing Condition” means a condition for which the Insured Person received or had medical treatment, advice or diagnostic tests either for that same condition or a related condition within the [6, 12, 24] month period immediately prior to the effective date.]

“Day(s) of Confinement” means a day of Hospital confinement as an Inpatient.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;

- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day’s room and board is charged by the Hospital unless that person is confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary” means that a covered medical service is:

- (1) essential for diagnosis, treatment or care of the Sickness for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Period of Confinement“ means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

“Physician“ means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Sickness” means an illness or disease which is diagnosed or treated by a Physician [after the effective date of coverage under this policy].

Any Exclusion within the Exclusions section regarding bodily or mental infirmity, illness or disease is waived for this benefit.]

[In-Hospital Sickness Single Payment Benefit]

[Coverage under this benefit does not apply to Sickness which occurs after an Insured Person attained Age [65, 70, 75, 80].]

[If, after an Insured Person has been covered under this policy for at least [6-36] consecutive months,] an Insured Person sustains a Sickness that requires confinement in a Hospital as an Inpatient, We will pay a benefit after [30, 60, 90, 120, 150, 180] consecutive days of Medically Necessary confinement due to that Sickness]. No benefit is provided if an Insured Person is confined for less than [30, 60, 90, 120, 150, 180] consecutive Medically Necessary Days of Confinement. The amount of the benefit is shown on the Benefit Schedule. The benefit is payable in one lump sum. The benefit is payable only once during an Insured Person’s lifetime.

[Pre-Existing Condition Limitation. Benefits are not payable in connection with a Pre-Existing Condition within the initial [6, 12, 24] consecutive months from an Insured Person’s effective date of coverage or effective date of reinstatement under this policy.

“Pre-Existing Condition” means a condition for which an Insured Person received or had medical treatment, advice or diagnostic tests either for that same condition or a related condition within the [6, 12, 24] month period immediately prior to the effective date.]

“Day(s) of Confinement” means a day of Hospital confinement as an Inpatient.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” means a person:

- (1) who is confined to a Hospital as a registered bed patient; and

- (2) for whom at least one day's room and board is charged by the Hospital unless that person is confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

"Medically Necessary" means that a covered accident medical service is: (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.

"Sickness" means an illness or disease which is diagnosed or treated by a Physician [after the effective date of coverage under this policy].

Any exclusion within the Exclusions section regarding bodily or mental infirmity, illness or disease is waived for this benefit.]

Intensive Care Unit Benefit

[If an Insured Person sustains an Injury that within [90, 120, 180, 365] days of the date of the accident that caused the Injury results in confinement in an Intensive Care Unit] [If benefits are payable for an Insured Person under the In-Hospital [Accident] [or] [Sickness] [Daily] [or] [Single Payment] Benefit, and the Insured Person becomes confined in an Intensive Care Unit], We will pay a benefit in the amount shown on the Benefit Schedule for each Day of Confinement in and charged for an Intensive Care Unit. For each Period of Confinement, the Intensive Care Unit benefit is payable for up to the maximum number of days shown on the Benefit Schedule.

Only one daily benefit is provided for any one day of Intensive Care Unit confinement, regardless of the number of [Sicknesses] [or] [Injuries] for which confinement is required.

Once the maximum benefit amount shown on the Benefit Schedule is reached no additional Intensive Care Unit benefits will be payable during the Insured Person's lifetime.

"Day(s) of Confinement" means a day of ICU confinement as an Inpatient.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Inpatient" as used in this benefit means a person:

- (1) who is confined to an ICU as a registered bed patient; and
- (2) for whom at least one day's room and board is charged by the ICU unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

"Intensive Care Unit (ICU)" means a specifically designated facility in the Hospital that provides the highest level of medical care and that is restricted to those patients who are critically ill or injured. Such facilities must be separate and apart from the surgical recovery room and from rooms, beds, and wards customarily used for patient confinement. The ICU must be permanently equipped with special lifesaving equipment for the care of the critically ill or injured, and the patients must be under constant and continual observation by the nursing staffs assigned exclusively to the ICU on a full-time basis. These units must be listed as Intensive Care Units in the current edition of the American Hospital Association Guide or be eligible to be listed therein. This guide lists three types of facilities that meet this definition: (1) Intensive Care Units; (2) Cardiac Intensive Care Units, and (3) Infant (Neonatal) Intensive Care Units.

"Period of Confinement" means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.]

"Sickness" means an illness or disease which is diagnosed or treated by a Physician [after the effective date of coverage under this policy].]

[Medical Evacuation Benefit]

[If, as a result of an Injury, an Insured Person requires air transport to a Hospital or Satellite Emergency Center while the Insured Person is outside [a 100 mile radius from his or her current place of primary residence] [the United States], We will pay a benefit equal to the lesser of the incurred costs for such air transport or the amount shown in the Benefit Schedule.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Satellite Emergency Center” means a licensed facility providing outpatient care under the direction of a licensed Physician on a 24-hour basis. Available services must include:

- (1) diagnostic care, including laboratory services and diagnostic x-rays; and
- (2) treatment or medical care, including availability of the means for stabilization of emergency medical conditions.

A Satellite Emergency Center does not include a Hospital or an office maintained by a licensed Physician or Dentist for the practice of medicine or dentistry.]

[Paralysis Benefit]

[If an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, results in any one of the types of Paralysis specified below, We will pay the percentage of the Maximum Amount shown in the Benefit Schedule where the percentage is determined by the type of Paralysis as follows:

Type of Paralysis	Percentage of Maximum Amount
[Quadriplegia]	[100%]
[Paraplegia]	[50,75,100]%]
[Hemiplegia]	[50,75,100]%]
[Uniplegia]	[25%]

[“Quadriplegia” means the complete and irreversible Paralysis of both upper and both lower Limbs.]

[“Paraplegia” means the complete and irreversible Paralysis of both lower Limbs.]

[“Hemiplegia” means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.]

[“Uniplegia” means the complete and irreversible Paralysis of one Limb.]

[“Limb” means the entire arm or entire leg, including the hand and foot.]

The Paralysis must continue for [6, 12, 24] months before the benefit will be paid.

If an Insured Person sustains more than one type of Paralysis as a result of the same accident, only one amount, the largest, will be paid. Once the Maximum Amount shown on the Benefit Schedule is paid, no benefits are payable for any additional Paralysis resulting from an Injury sustained during an Insured Person’s lifetime.]

[[Physician’s] [or] [Dentist’s] Office Visit Benefit]

[If [, after an Insured Person has been covered under this policy for [1, 2, 3, 6, 12] consecutive months] the Insured Person visits a [Physician’s] [or] [Dentist’s] office for [[Routine Well Care] [or] [treatment of] [an Injury] [or] [Sickness]] while coverage is in force, We will pay a benefit equal to the per visit benefit amount shown in the Benefit Schedule, subject to the [maximum [and combined maximum] number of visits] [and the] [maximum [and combined maximum] benefit amount] shown in the Benefit Schedule. [No benefit is payable if an Insured Person does not incur a [Physician’s] [or] [Dentist’s] office visit fee for which the Insured Person has no recourse to partial or full reimbursement by other insurance or settlements.] [The [lifetime maximum number of visits] [and] [lifetime maximum benefit amount] [is] [are] shown in the Benefit Schedule.]

No benefit is payable for elective, cosmetic, or related procedures.

No benefits will be paid for any visit[, [Injury] [or] [Sickness] [or] [for any visit scheduled]] during the first [1, 2, 3, 6, 12] consecutive months of an Insured Person’s coverage.]

[Coverage under this benefit ends on [the earlier of:] [(1)] the date the [lifetime maximum number of visits [or] the lifetime maximum benefit amount] shown in the Benefit Schedule is met;] [or] [(2)] [[12-60] months] from the effective date of an Insured Person's coverage under this benefit.]]

["Dentist" means a legally qualified Dentist who:

- (1) is licensed by the jurisdiction in which he or she practices; and
- (2) performs services within the scope of his or her license.

A Dentist may not be: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

["Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

["Routine Well Care" means a physical examination, appropriate immunization or treatment. Service must be under the supervision of or recommended by a [Physician] [or] [Dentist].]

["Sickness" means an illness or disease which is diagnosed or treated by a Physician [after the effective date of coverage under this policy].]

The exclusions contained in the Exclusions section of this policy are waived for this benefit.]

Recuperation Accident Daily Benefit

[If an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires confinement in a Hospital as an Inpatient, We will pay a benefit [for each day] [after 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, 60 day(s)] of Medically Necessary confinement due to that Injury [, retroactive to the first Day of Confinement]. No benefit is provided for [the first [2, 3, 4, 5, 6, 7, 8, 14, 30] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is equal to 100% of the daily Maximum Amount shown for the Recuperation Accident Daily Benefit in the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Injury up to the maximum number of days shown for the Recuperation Accident Daily Benefit in the Benefit Schedule during any one Period of Confinement. The benefit is payable in one lump sum upon the Insured Person's discharge from the Hospital. Only one benefit is provided for any one Day of Confinement, regardless of the number of Injuries for which the confinement is required. In no event will benefits be paid beyond the maximum number of days shown in the Benefit Schedule regardless of the length of confinement or the number of

Periods of Confinement due to Injury. [Once the maximum benefit amount shown on the Benefit Schedule has been reached, no additional benefits are payable under this benefit during the Insured Person's lifetime.]

"Day(s) of Confinement" means a day of Hospital confinement as an Inpatient.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Inpatient" means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day's room and board is charged by the Hospital unless the Insured Person is confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

"Medically Necessary" means that confinement as an Inpatient in a Hospital is:

- (1) essential for the diagnosis, treatment and care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

"Period of Confinement" means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's

Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Recuperation Sickness Daily Benefit]

[Coverage under this benefit does not apply to Sickness which occurs after an Insured Person attained Age [65, 70, 75, 80].]

[If an Insured Person sustains a Sickness that requires confinement in a Hospital as an Inpatient, We will pay a benefit [for each day] [after 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, 60 day(s)] of Medically Necessary confinement due to that Sickness[, retroactive to the first Day of Confinement]. No benefit is provided for [the first [2, 3, 4, 5, 6, 7, 8, 14, 30] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is equal to 100% of the daily Maximum Amount shown for the Recuperation Sickness Daily Benefit in the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Sickness up to the maximum number of days shown for the Recuperation Sickness Daily Benefit in the Benefit Schedule during any one Period of Confinement. The benefit is payable in one lump sum upon the Insured Person's discharge from the Hospital. Only one benefit is provided for any one Day of Confinement, regardless of the number of Sicknesses for which the confinement is required. In no event will benefits be paid beyond the maximum number of days shown in the Benefit Schedule regardless of the length of confinement or the number of Periods of Confinement due to Sickness. [Once the maximum benefit amount shown on the Benefit Schedule has been reached, no additional benefits are payable under this benefit during the Insured Person's lifetime.]

[Pre-Existing Condition Limitation. Benefits are not payable in connection with a Pre-Existing Condition within the initial [6, 12, 24] consecutive months from an Insured Person's effective date of coverage or effective date of reinstatement under this policy.

"Pre-Existing Condition" means a condition for which an Insured Person received or had medical treatment, advice or diagnostic tests either for that same condition or a related condition within the [6, 12, 24] month period immediately prior to the effective date of the coverage.]

"Day(s) of Confinement" means a day of Hospital confinement as an Inpatient.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Inpatient" means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day's room and board is charged by the Hospital unless the Insured Person is confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

"Medically Necessary" means that confinement as an Inpatient in a Hospital is:

- (1) essential for the diagnosis, treatment and care of the Sickness for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

"Period of Confinement" means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.

"Sickness," means an illness or disease which is diagnosed or treated by a Physician [after the effective date of coverage under this policy].

Any exclusion within the Exclusions section regarding bodily or mental infirmity, illness or disease is waived for this benefit.]

[Repatriation of Remains Benefit]

[If an Insured Person sustains an Injury that within [90, 120, 180, 365] days of the date of the accident that caused the Injury results in death while at least 75 miles from the Insured Person's current place of primary residence, We will pay a benefit in the amount shown on

the Benefit Schedule for the preparation and transport of the Insured Person's body.

Proof must be provided that someone has, or will, use this benefit for the preparation and transport specified and the benefit will be payable to such person.]

[Return of Premium Benefit]

The Return of Premium Benefit will be payable when We receive proof satisfactory to Us that an Insured died and no benefit is payable under this policy as a result of the Insured's death. All payments by Us are payable at Our home office. Proof of any claim must be submitted in writing to Our home office.

The Return of Premium Benefit will be paid in a lump sum to the Insured's beneficiary. We will pay interest on the Return of Premium Benefit from the date of the Insured's death until the date of payment. Interest will be at an annual rate determined by Us, but never less than the greater of 4% or the minimum percentage as required by state law.

The amount of the Return of Premium Benefit will be the sum total of [all] the monthly premiums the Insured has paid under this policy.] [for the [1, 3, 5] years of coverage prior to the Insured's death.]

[Seatbelt [and Air Bag] Benefit]

[If an Insured Person sustains an Injury that within [90, 120, 180, 365] days of the date of the accident that caused the Injury results in [dismemberment] [or] [death] while driving or riding in a Private Passenger Vehicle, We will pay a benefit equal to the amount shown in the Benefit Schedule.

In order to be eligible for this benefit, the following must apply:

- [(1) An [Accidental Dismemberment] [or] [Accidental Death] benefit must be payable under this policy[; and]
- [(2) the Private Passenger Vehicle was equipped with Seatbelts; and
- [(3) a Seatbelt was in proper use by the Insured Person at the time of the accident as certified in the official accident report or by the investigating officer[; and]
- [(4) the seat in which the Insured Person was seated was equipped with a properly installed Air Bag at the time of the loss].

"Seatbelt" means a properly installed seatbelt (or child restraint if the Insured Person is a child), lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration or any successor governmental agency.

"Private Passenger Vehicle" means a validly registered four-wheeled private passenger car, jeep, pickup truck or

van, including a sport utility vehicle (SUV), that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

["Air Bag" means a passive restraint device in a Private Passenger Vehicle which inflates upon collision to protect an individual from Injury or death.]]

[Simultaneous In-Hospital Accident Daily Benefit]

[If an Insured Person and an Insured Person's spouse or Domestic Partner each sustain an Injury from the same accident that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires both to be confined in a Hospital as Inpatients at the same time, We will pay a benefit [for each day] [after 1, 2, 3] day(s) of Medically Necessary confinement due to that Injury [, retroactive to the first Day of Confinement]. No benefit is provided for [the first [1, 2, 3] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is shown on the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Injury. The benefit is payable [monthly] [weekly] up to the maximum number of days shown on the Benefit Schedule during any one Period of Confinement.

Only one benefit is provided for any one Day of Confinement, regardless of the number of Injuries for which the confinement is required and regardless of the number of people confined.

"Day(s) of Confinement" means a day of Hospital confinement as an Inpatient.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Inpatient" means a person:

- (1) who is confined in a Hospital as a registered bed patient; and

- (2) for whom at least one day's room and board is charged by the Hospital unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

"Medically Necessary" means that confinement as an Inpatient in a Hospital is:

- (1) essential for the diagnosis, treatment and care of the Injury;
- (2) in accordance with generally accepted standards of medical practice; and
- (3) ordered by a Physician.

"Period of Confinement" means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) the Insured Person; (2) the Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Temporary Total Disability Accident Benefit]

[Coverage under this benefit ends on the date an Insured Person attains Age [60, 64, 65, 70].

[Subject to the Limitation Due to Multiple Insurance Coverage, listed in the Limitations section,] [if] [If.] as a result of an Injury, an Insured Person is rendered Temporarily Totally Disabled within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and if the Temporary Total Disability due to that Injury continues for [1, 3, 6, 12, 24] consecutive months, We will pay a monthly benefit equal to 100% of the Temporary Total Disability Accident Maximum Amount shown in the Benefit Schedule. The benefit is payable as long as the Insured Person remains continuously Temporarily Totally Disabled due to that Injury, but ceases on the earliest of:

- (1) [an Insured Person's 55th, 60th, 64th, 65th, 70th] birthday, at which time the coverage ends]; or
- (2) the date the Insured Person ceases to be Temporarily Totally Disabled due to that Injury; or
- (3) the date the Insured Person dies; or
- (4) the date this benefit has been paid for the maximum number of payments as shown in the Benefit Schedule]; or
- (5) the date the lifetime Maximum Amount has been paid as shown in the Benefit Schedule.]

We will pay benefits calculated at the rate of 1/30th of the monthly benefit for each day for which We are liable when the Insured Person is Temporarily Totally Disabled for less than a full month. Only one benefit is provided for any one month of Temporary Total Disability, regardless of the number of Injuries causing the Temporary Total Disability or the number of losses incurred.

[Benefit Offsets. The Temporary Total Disability Benefit will be reduced by amounts paid to the Insured Person, due to the same Temporary Total Disability, under any of the following: [other group insurance plans;] [salary continuance, accumulated sick leave;] [wage benefits under Worker's Compensation and similar laws;] [state statutory Disability benefit laws].]

[Recurrent Disability. Recurrent periods of Temporary Total Disability, due to the same or a related Injury, will be considered one period of Temporary Total Disability if separated by less than [90, 180] consecutive days of return to any full-time work.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.

"Temporarily Totally Disabled, Temporary Total Disability" means: (1) [Disability that prevents an Insured Person from performing the material and substantial duties of an Insured Person's own occupation] [Disability that prevents an Insured Person from performing the material and substantial duties of any occupation on a full-time or part-time basis for which an Insured Person is qualified by reason of education, training or experience.]; and (2) requires that an Insured Person is under the supervision of a Physician.]

[Total and Permanent Accidental Disability Benefit]

[Coverage under this benefit ends on the date an Insured Person attains Age [55, 60, 64, 65, 70].

[Upon receipt of proof satisfactory to Us that an Insured Person sustained a Total and Permanent Accidental Disability, [prior to Age [55, 60, 64, 65, 70]], as a result of an Injury within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and the Total and Permanent Accidental Disability has existed continuously for at least [1, 3, 6, 12, 24] months, [a monthly] [a lump sum] benefit amount, as shown in the Benefit Schedule, will be payable.

[Monthly payments, if applicable, will continue until the earliest of:

- (1) [an Insured Person's [55th, 60th, 64th, 65th, 70th] birthday, at which time the coverage ends]; or

- (2) the date an Insured Person recovers and is no longer Totally and Permanently Accidentally Disabled]; or
- (3) the date the maximum number of payments, shown in the Benefit Schedule, have been paid; or
- (4) the date an Insured Person fails to furnish proof of continued Disability when requested or refuses to submit to a required medical examination; or
- (5) the date of an Insured Person's death.]

If an Accidental Death Benefit is payable under this policy, the amount of such benefit will be reduced by the amount of insurance paid under this Total and Permanent Accidental Disability Benefit.

In no event will the amount payable under this benefit exceed the lifetime Maximum Amount shown in the Benefit Schedule.

The Total and Permanent Accidental Disability must occur while an Insured Person's coverage is in force.

["Total and Permanent Accidental Disability" means an Insured Person's inability, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation which will presumably prevent the Insured Person from performing such occupation for life.]

["Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled" means that an Insured Person:

(1) has sustained any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or] [(g) Loss of Speech and Hearing in Both Ears; or] [(h) Loss of Speech or Hearing in Both Ears; or] [(i) Uniplegia;] and

(2) [is permanently unable to perform the duties of any full-time or part-time occupation which will presumably prevent an Insured Person for life from performing such occupation.]

["Loss of a Hand or Foot" means complete severance at or above the wrists or ankle joints without subsequent reattachment.

"Loss of Sight in Both Eyes" means the entire and irrecoverable loss of sight in both eyes, which cannot be corrected by medical or surgical treatment or by artificial means.

"Loss of Hearing in Both Ears" means the entire and irrecoverable loss of the ability to hear in both ears.

"Loss of Speech" means total and irreversible loss of the ability to speak.

"Hemiplegia" means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.

"Paraplegia" means the complete and irreversible Paralysis of both lower Limbs.

"Quadriplegia" means the complete and irreversible Paralysis of both upper and both lower Limbs.

"Uniplegia" means the complete and irreversible Paralysis of one Limb.]

[Travel Care Benefit]

[If an Insured Person is confined to a Hospital for longer than [7, 10, 14] days as the result of an accidental Injury incurred while traveling outside a 100 mile radius of the Insured Person's current place of primary residence, We will pay a benefit in the amount shown on the Benefit Schedule to:

- (1) return the Insured Person's Dependent Child(ren), under Age 18, or one companion, who were traveling with the Insured Person, back home; or
- (2) for one person to visit the Insured Person during such confinement in a Hospital.

Proof must be provided that someone has, or will, use this benefit for the travel specified.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Waiver of Premium Benefit]

[Coverage under this benefit ends on the date an Insured Person attains Age [55, 60, 64, 65, 70].

[If, while under Age [55, 60, 64, 65, 70], and as a result of an Injury, an Insured Person becomes Totally and Permanently Accidentally Disabled within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and the Total and Permanent Accidental Disability has existed continuously for at least [6, 9, 12, 24] months, the Insured Person's insurance will be continued in force without payment of premium during the uninterrupted continuance of the Total and Permanent Accidental Disability. The Insured Person must continue premium payments during the [6, 9, 12, 24] month waiting period. Insurance continued under this benefit will include only insurance amounts and benefits which are in force on the date of the onset of the Insured Person's Total and Permanent Accidental Disability. [However, additional Dependents may become insured under this policy while the Insured Person is Totally and Permanently Accidentally Disabled, provided additional premium would not otherwise be required.]

The waiver of premium will cease on the earliest of:

- (1) the date the Insured Person is no longer Totally and Permanently Accidentally Disabled; or
- (2) the date the Insured Person fails to submit the required proof of continuous Disability; or
- (3) the date the Insured Person fails to submit to any physical examination; or
- (4) the date the Insured Person attains Age [55, 60, 64, 65, 70]; or
- (5) the date of the Insured Person's death; or
- (6) the date this policy terminates.

"Dependent" means an Insured Person's spouse or Domestic Partner, or Dependent Child.

[["Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled" means an Insured Person's permanent and complete inability, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation and which will presumably prevent the Insured Person for life from performing any occupation.]

[["Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled" means that an Insured Person:

- (1) has sustained any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or] [(g) Loss of Speech and Hearing in Both Ears; or] [(h) Loss of Speech or Hearing in Both Ears; or] [(i) Uniplegia;] and

(2) [is permanently unable to perform the duties of any full-time or part-time occupation and which will presumably prevent the Insured Person from performing such occupation for life.]

[“Loss of a Hand or Foot“ means complete severance at or above the wrists or ankle joints without subsequent reattachment.

[“Loss of Sight in Both Eyes” means the entire and irrecoverable loss of sight in both eyes, which cannot be corrected by medical or surgical treatment or by artificial means.]

[“Loss of Hearing in Both Ears” means the entire and irrecoverable loss of the ability to hear in both ears.]

[“Loss of Speech” means total and irreversible loss of the ability to speak.]

“Hemiplegia” means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.

“Paraplegia” means the complete and irreversible Paralysis of both lower Limbs.

“Quadriplegia” means the complete and irreversible Paralysis of both upper and both lower Limbs.

[“Uniplegia” means the complete and irreversible Paralysis of one Limb.]]

[Weekly Accident Benefit]

[Subject to the Limitation Due to Multiple Insurance Coverage, listed in the Limitations section,] [if][If], as a result of an Injury, an Insured Person is rendered Totally Disabled within [90, 120, 180, 365] days of the date of the accident that caused the Injury, We will pay a benefit after [1, 3, 7, 14, 30, 60, 90, 180] day(s) of the Total Disability due to that Injury in any one Period of Disability [retroactive to the first day of Total Disability in that Period of Disability]. [No benefit is provided for the first [1, 3, 7, 14, 30, 60, 90, 180] day(s) of Total Disability in that Period of Disability.]

The amount of the benefit per week is [the lesser of: (1) the weekly Maximum Amount shown for the Weekly Accident Benefit in the Benefit Schedule; [or (2) [50, 66, 2/3, 75]% of Weekly Earnings.] The benefit is payable weekly so long as the Insured Person remains Totally Disabled due to the Injury and so long as the number of payments made in relation to this benefit over the lifetime of this policy does not exceed the maximum number of weeks shown for the Weekly Accident Benefit in the Benefit Schedule.

We will pay benefits calculated at a rate of 1/7th of the weekly benefit for each day of Total Disability for which We are liable when the Insured Person is Totally Disabled for less than a full week. Only one benefit is provided for

any one day of Total Disability, regardless of the number of Injuries causing the Total Disability.

If the Insured Person returns to perform the material and substantial duties of his or her Occupation for any employer on a full or part-time basis, the Insured Person may return to Total Disability status if: (1) the Insured Person has not been back to work for longer than [30] days; and (2) the Insured Person is again Totally Disabled due to the same Injury which caused the original Total Disability.

Periods of Total Disability separated by less than 30 consecutive days will be considered one period of Total Disability unless due to separate and unrelated causes. We reserve the right (as often as We may reasonably require) to determine, on the basis of all the facts and circumstances, that the Insured Person is Totally Disabled, including, but not limited to, requiring an independent medical examination provided at Our expense.

[Coordination with Other Income Benefits.] The amount of the Weekly Accident Benefit will be reduced, if necessary, so that the sum of the Weekly Accident Benefit plus all Other Income Benefits to which the Insured Person is entitled for that week does not exceed [75, 100]% of the Insured Person's Weekly Earnings. If the sum of all Other Income Benefits equals or exceeds [75, 100]% of the Insured Person's Weekly Earnings, no Weekly Accident Benefit is payable for that week. If any Other Income Benefits are payable on a basis other than weekly, We will calculate the equivalent weekly payment and reduce each Weekly Accident Benefit accordingly.

Facility of Payment. A payment made under another disability plan may include an amount which should have been paid under this benefit. If it does, We may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under this benefit. We will not have to pay that amount again.

Right of Recovery. If the amount of the payments made by Us is more than it should have paid under the Coordination with Other Income Benefits provision, We may recover the excess from one or more of: (1) the beneficiary or Insured Person ; (2) insurance companies; or (3) other organizations.]

“Occupation” means the occupation, job or work the Insured Person performed at the time of the accident causing the Injury for which benefits are claimed under this benefit.

[“Other Disability Plan(s)” means: (1) any salary continuation or disability plan provided through the Insured Person's employer; (2) any group or blanket disability plan (other than this benefit) or like plan for persons in a group; (3) any Worker's Compensation Act or similar law; or (4) the United States Social Security Act including SSDI, SSI,

SS Retirement, Railroad Retirement Act, PERA or any similar plan or act.

“Other Income Benefits” means any amounts that would be provided because of the Insured Person's inability to work due to the Injury for which benefits are claimed under this benefit under Other Disability Plan(s), whether or not claim is made. However, if any Other Disability Plan has a provision to reduce its payments because of weekly accident benefits under this policy, and if this policy has covered the Insured Person longer than that Other Disability Plan has, that Other Disability Plan's benefits will not be considered Other Income Benefits.]

“Period of Disability” means a period of consecutive days of continuous Total Disability.

“Totally Disabled, Total Disability” means that the Insured Person is unable to perform the material and substantial duties of his or her Occupation for any employer on a full-time or part-time basis.

[“Weekly Earnings” means the Insured Person's base Weekly Earnings in his or her Occupation at the time of the accident causing the Injury for which benefits are claimed under this benefit. Base Weekly Earnings will be averaged over the preceding four week period prior to the date of the accident causing the Injury, but not including the week of the Injury. Overtime, bonuses, tips, commissions, reimbursements and special compensation are not included.]

Payment of Benefits

[Upon receipt of satisfactory written proof of death, if a benefit is payable under this policy, it will be payable to the Insured's Beneficiary.

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of the Insured's death until the date of payment. Interest will be at an annual rate determined by Us, but never less than the greater of 4% or the minimum percentage required by state law.]

[Upon receipt of due written proof of loss, payments for all losses[, except loss of life,] will be made to the Insured unless the policy specifies otherwise. Any accrued benefits unpaid at the Insured's death will be paid to the Insured's estate.]

Benefits payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon Our receipt of due written proof of the loss. Subject to Our receipt of written proof of loss, all accrued benefits for loss for which the policy provides periodic payments will be paid at the end of each month during the continuance of the period for which We are liable and any balance remaining unpaid upon termination of liability will be paid immediately.

All payments by Us are payable at Our home office. Proof of any claim under this policy is the responsibility of the claimant and must be submitted in writing to Our home office.

[Beneficiaries]

[The Insured may name one or more beneficiaries. If there is more than one beneficiary, each will receive an equal share, unless the Insured has requested another method in writing. In the event a beneficiary is not living at time of the Insured's death, that beneficiary's portion of the benefit shall be equally distributed to the remaining surviving beneficiaries. In the event of simultaneous deaths of an Insured and a beneficiary, the benefit will be paid as if the Insured survived the beneficiary.

If there is no beneficiary who survives the Insured, or if the Insured does not name a beneficiary, We will pay the benefits to the Insured's lawful spouse or Domestic Partner; otherwise to the duly appointed representative of the Insured's estate.

The Insured can file a written request with Us [or Our designated Plan Administrator] to change the beneficiary. The Insured's written request will not be effective until it is recorded in Our home office records. After it has been so recorded, it will take effect as of the date the Insured signs the request. If the Insured dies before the request has been so recorded, the request will not be effective as to those benefits We have paid before the Insured's request was so recorded.

The Insured may also choose to name a beneficiary that the Insured cannot change without the beneficiary's consent. This is known as an irrevocable beneficiary.]

Notice of Claim

Notice of claim must be given within 60 days after the occurrence or commencement of any loss covered under this policy. The notice of claim must be in writing and contain enough information for Us to identify the Insured Person. The notice of claim must be given to Our authorized agent, [Our designated Plan Administrator] or sent to Our home office in St. Paul, Minnesota.

Our investigation of a claim, Our furnishing of claim forms, or Our acceptance of the notice of claim and proof of loss will not operate as a waiver of any of Our rights to defend any claim arising under this policy.

No action at law or in equity will be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action will be brought after the expiration of [3] years after the time written proof of loss is required to be furnished.

Claim Forms

When We receive the notice of claim We will furnish the forms needed to file the proof of loss. If We do not furnish these forms within 15 days of the date We receive the notice of claim, the Insured may submit his or her own proof of loss. The proof of loss must be in writing and cover the occurrence, character, and extent of the loss. We will also advise the Insured if additional information beyond the claim forms is necessary to satisfy the proof of loss requirements under this policy.

Proof of Loss

Written proof of loss must be given within one year after the occurrence of any loss covered by this policy. If the loss is one for which the policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as We may reasonably require. Failure to furnish proof of loss within the term required will not invalidate or reduce the claim if it was not reasonably possible for proof to be given within that time. However, proof of loss must be furnished as soon as reasonably possible.

[Certain facts are needed to administer any coordination with other income benefits provisions. We have the right to decide which facts are required. Each person claiming benefits under the [Accident Medical Expense Benefit,] [Temporary Total Disability Accident Benefit] [, or Weekly Accident Benefit] must give Us any facts We need to review the claim, provide consent to obtain additional information as needed and cooperate with Us in Our processing of the claim.]

Premiums

[Premium Due Date]

Premiums are due under this policy on an annual, semi-annual, quarterly or monthly basis based on the payment method selected by the Insured and accepted by the Plan Sponsor. Each premium payment will pay for the insurance then in effect under this policy.

[The Insured's first premium is due on the first day of the month after coverage has been effective for [30, 60, 90] days.] The first premium due date is shown on the Benefit Schedule.

Premium Payment Method

The Plan Sponsor will make the initial determination whether the Plan Sponsor will collect the premium and remit it to [Us] [the Plan Administrator] or whether the Insured will make premium payments directly to [Us] [the Plan Administrator]. Such premiums are to be paid in United States dollars.

Grace Period

This policy has a 31-day grace period. If a premium is not paid on or before the date it is due, it may be paid during the following 31-day period following the due date. The premium payment, however, must be received in Our home office within the 31-day grace period. The policy will

remain in effect during the 31-day grace period. This grace period does not apply to the first premium payment.

Premium Rate Change

We have the right to change the premium rates on any premium due date but not more than once in each policy year. Premiums may be paid up to 11 months in advance.

Premium Refunds

If an Insured's coverage terminates at a time when there is unearned premium, We will refund any unearned premium.]

[If an Insured is insured under the Noncontributory Plan, the Plan Sponsor is responsible for making all required premium payments due for the Noncontributory Plan [for the term of the Noncontributory Plan shown on the Benefit Schedule.]]

Termination

You may terminate this policy by giving us 31 days prior written notice. No individual may become insured under this policy after the effective date of your notice of termination. We may terminate this policy by giving You 31 days prior written notice. We may terminate a Plan Sponsor's participation under this policy by giving the Plan Sponsor 31 days prior written notice.

The Insured's [accident] [and] [sickness] coverage will terminate on the earliest of:

- (1) the date the Insured is no longer eligible;
- (2) the last day for which premiums have been paid following notice of the termination of this policy;
- (3) 31 days after the due date of any premium which is not paid;
- (4) the date We receive the Insured's written request to terminate his or her insurance.

Insurance terminated for nonpayment of premiums may be reinstated, while the Insured is living, and within 31 days following the date of termination. No evidence of insurability will be required during this 31-day period. Subject to the limitations of this policy, termination of the Insured's coverage will have no effect on any claim which arises as a result of a loss occurring prior to the date of termination.

Additional Information

Misstatement of Age

If an Insured's Age has been misstated, the amount of the benefit payable under this policy will be that amount which the premiums paid would have purchased based on the Insured's correct Age. If We determine that the Insured was not eligible for coverage under this policy, due to the Insured's Age, Our liability under this policy is limited to an amount equal to the premiums paid by the Insured.

Incontestability

After the Insured's coverage has been in force during the Insured's lifetime for two years from the issue date of the Insured's coverage, We cannot contest the original issuance of the Insured's coverage for any loss that is incurred more than two years after the issue date, except for the nonpayment of premiums.

Right to Examine

We retain the right to have the Insured Person medically examined at Our own expense. We have the right and opportunity to examine the Insured Person as often as it may reasonably be required while a claim is being considered or paid.

State Notices and Provisions

[The following applies to **Alaska** residents:

1. **Exclusion** (5) is replaced with the following:

(5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless administered on the advice of a physician;

[2. Wherever referenced in this policy, “**Usual and Customary Charge(s)**” means a charge that:

- (1) is made for a covered accident medical service;
- (2) does not exceed the usual level of charges for similar treatment, services or supplies in the geographic area where the service is performed;
- (3) is based on an amount equal to or greater than the 80th percentile of charges for the geographic area where the service is performed; and
- (4) does not include charges that would not have been made if no insurance existed.]]

[The following applies to **Arkansas** residents:

1. **Notice**

This is to advise You that should any questions arise regarding this insurance, You may contact the following: Minnesota Life Insurance Company, Group Division, 400 Robert Street North, St. Paul, Minnesota 55101-2098. Telephone (651) 665-3500.

If We at Minnesota Life Insurance Company fail to provide You with reasonable and adequate service, You should feel free to contact: Arkansas Insurance Department, Consumer Services Division, 1200 West Third Street, Little Rock, Arkansas 72201-1904. Telephone: (800) 832-5494 or (501) 371-2640.]

[The following applies to **California** residents:

California Contact Notice

It is important to Us that You are satisfied with this policy and the service You receive from Us. If You have an unresolved complaint, the California Insurance Department suggests that You notify their Consumer Affairs Office. Contact should be made only after communications between You and Us (the agent or other representative) have failed to produce a satisfactory solution to the problem.

Minnesota Life Insurance Company
400 Robert Street North
St. Paul, Minnesota 55101-2098
651-665-3500

Department of Insurance
Consumer Affairs Department
300 South Spring Street
Los Angeles, California 90013
213-897-8921
Toll Free (CA Only): 800-927-4357
Office Hours: 9 A.M. to 5 P.M.

This Notice provides contact information only and is not a condition of the policy.]

[The following applies to **District of Columbia** residents:

1. The definition of **Domestic Partner** is replaced with the following:

Domestic Partner

A person:

- (1) with whom an individual maintains a committed relationship characterized by mutual caring and the sharing of a mutual residence; or
- (2) who has registered as a domestic partner by executing a declaration of domestic partnership to be filed with the state or local domestic partner registry with another person;
- (3) who is at least 18 years old and competent to contract;
- (4) who is the sole domestic partner to the other person; and
- (5) who is not married.

[The following applies to **District of Columbia** residents (continued):

2. Under the **Exclusions** section, exclusions (4), (5) and (6) are replaced with the following:

- (4) bodily or mental infirmity, illness or disease, except as state mandates;
- (5) the voluntary use of illegal drugs, the intentional taking of over-the-counter medication not in accordance with recommended dosage and warning instructions and intentional misuse of prescription drugs, except as state mandates;
- (6) motor vehicle collision or accident where an Insured Person is the operator of the motor vehicle and an Insured Person's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings thereto, except as state mandates;

3. Wherever used in this Policy, "**Medically Necessary**" is replaced with the following:

"Medically Necessary" means care which, in the opinion of a treating Physician, is reasonably needed to:

- (4) prevent the onset or worsening of an illness, condition, or disability;
- (5) establish a diagnosis;
- (6) provide palliative, curative, or restorative treatment for physical and/or mental health conditions; and
- (7) assist the individual to achieve or maintain maximum functional capacity in performing daily activities, taking into account both the functional capacity of the individual and those functional capacities that are appropriate for individuals of the same age.

The fact that a Physician may prescribe, authorize or direct a service does not of itself make it Medically Necessary or covered by the group policy.

4. The "**Notice of Claim**" provision is amended to reflect that notice of claim must be given within **20 days** after the occurrence or commencement of any loss covered under this policy, or as soon thereafter as is reasonably possible.

5. The first paragraph of the "**Proof of Loss**" provision is replaced with the following:

Written proof of loss must be given within 90 days after the occurrence of any loss covered by this policy. If the loss is one for which the policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as We may reasonably require. Failure to furnish proof of loss within the term required will not invalidate or reduce the claim if it was not reasonably possible for proof to be given within that time. However, proof of loss must be furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.]

[The following applies to **Idaho** residents:

[1. The "EXCESS INSURANCE" disclosure on the face page of the policy is deleted in its entirety.]

2. The "**Dependent Child(ren)**" definition is replaced with the following:

Dependent Child(ren)

The Insured's child, including natural child from the moment of birth, and step, foster, legally adopted child or child placed with the Insured for adoption (irrespective of whether the adoption has become final), who is:

- (1) unmarried; and
 - (2) living in the Insured's home; and
 - (3) receiving more than fifty percent (50%) of his or her financial support from the Insured; and
 - (4) between and including the Ages of birth and 18 years, or under Age 25 if enrolled as a full-time student in an accredited college, university, vocational or technical school as evidenced by the applicable institution. However, the Age limit does not apply to an unmarried child of any Age who is medically certified as being disabled and financially dependent upon the Insured and is incapable of self-sustaining employment by reason of such disability.
-

[The following applies to **Idaho** residents (continued):

[3. A “**Newborn Child Benefit**” is added as follows:

Newborn Child Benefit

Coverage is provided on the lives of an Insured’s newborn Dependent Child(ren), including adopted newborn children that are placed with the Insured within 60 days of the adopted child’s date of birth, from and after the moment of birth. Coverage for an adopted newborn child placed with the Insured more than 60 days after the birth of the adopted child shall be from and after the date the child is so placed. However, coverage will not continue if the placement is disrupted prior to legal adoption or if the child is removed from placement.

“Placed” or “Placement” shall mean physical placement in the care of the Insured, or in those circumstances in which such physical placement is prevented due to the medical needs of the child requiring placement in a medical facility, it shall mean when the Insured signs an agreement for adoption of such child and signs an agreement assuming financial responsibility for such child.]

4. Under the “**Exclusions**” section, exclusions (1) and (3) are replaced with the following:

- (1) intentionally self-inflicted Injury, self destruction, or autoeroticism;
- (3) an Insured Person’s participation in or an Insured Person’s attempt to commit a felony;

[5. Under the **Limitations** section, the “**Limitation Due to Multiple Insurance Coverage**” provision is deleted in its entirety.]

[6. Within the “**Accident Medical Expense Benefit**”, all references to the “Limitation Due to Multiple Insurance Coverage” do not apply.]

[7. Within the “**Temporary Total Disability Accident Benefit**”, all references to the “Limitation Due to Multiple Insurance Coverage” do not apply.]

[8. Under the “**Total and Permanent Accidental Disability Benefit**”, the following sentence is deleted in its entirety:

[Coverage under this benefit ends on the date an Insured Person attains Age [55, 60, 64, 65, 70].]

[9. Under the “**Waiver of Premium Benefit**”, the following sentence is deleted in its entirety:

[Coverage under this benefit ends on the date an Insured Person attains Age [55, 60, 64, 65, 70].]

[10. Within the “**Weekly Accident Benefit**”, all references to the “Limitation Due to Multiple Insurance Coverage” do not apply.]

11. Wherever used within this policy, the “**Pre-Existing Condition Limitation**” is replaced with the following:

Pre-Existing Condition Limitation. Benefits are not payable in connection with the Pre-Existing Condition within the initial 6 consecutive months from an Insured Person’s effective date of coverage or effective date of reinstatement under this policy.

“Pre-Existing Condition” means a condition for which an Insured Person received or had medical treatment, advice or diagnostic tests either for that same condition or a related condition within the 6 month period immediately prior to the effective date.

The Pre-Existing Condition Limitation does not apply to newborn children, adopted newborn children, or children placed with the Insured for adoption.]]

[The following applies to **Indiana** residents:

1. Item (4) within the definition of “**Dependent Child(ren)**” is replaced with the following:
 - (4) between and including the ages of birth and 19 years, or under age 25 if enrolled as a full-time student in an accredited college, university, vocational or technical school as evidenced by the applicable institution, or under age 25 if a mental or nervous condition, problem, or disorder develops which prevents the child from attending school as a full-time student, provided proof of such incapacity and dependency is furnished to us within 31 days of the child’s attainment of age 25 and subsequently as may be required by us, but not more frequently than annually after the two-year period following the child’s attainment of age 25.
2. The definition of **Injury** is replaced with the following:

Injury

A bodily Injury which:

- (1) is sustained as a direct result of an unintended, unexpected and unforeseen accident;
- (2) must be evidenced by a visible contusion or wound that is external to the body, except in the case of accidental drowning;
- (3) directly and independently of all other causes, causes a covered loss[; and
- (4) which occurs while participating in a Covered Activity].

- [3. The first paragraph of the “**Felonious Assault Benefit**” section is replaced with the following:

Felonious Assault Benefit

[We will pay a Felonious Assault benefit when an Insured Person sustains an Injury for which benefits are payable under the [Accidental Death Benefit,] [Accidental Dismemberment Benefit,] [Catastrophe Cash Benefit,] [Coma Benefit,] [Paralysis Benefit,] [or Total and Permanent Accidental Disability Benefit] resulting from a Felonious Assault that is not a moving violation as defined under the applicable state motor vehicle laws.]]

4. The first paragraph of the “**Payment of Benefits**” section is replaced with the following:

Payment of Benefits

[Upon receipt of satisfactory written proof of death, if a benefit is payable under this policy, it will be payable to the Insured’s beneficiary within 45 days.]

5. The first paragraph of the “**Notice of Claim**” section is replaced with the following:

Notice of Claim

Notice of claim must be given within 20 days after the occurrence or commencement of any loss covered under this policy, or as soon as reasonably possible. The notice of claim must be in writing and contain enough information for Us to identify the Insured Person. The notice of claim must be given to Our authorized agent, [Our designated Plan Administrator] or sent to Our home office in St. Paul, Minnesota.

6. The first paragraph of the “**Proof of Loss**” section is replaced with the following:

Written proof of loss must be given within 90 days after the occurrence of any loss covered by this policy. If the loss is one for which the policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as We may reasonably require. Failure to furnish proof of loss within the term required will not invalidate or reduce the claim if it was not reasonably possible for proof to be given within that time. However, proof of loss must be furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.]

[The following applies to **Maryland** residents:

1. Within the “**General Information**” section, the first paragraph is replaced with the following:

General Information

This policy and Your application contain the entire contract between You and Us. Any statement You made in Your signed application will be considered representations and not warranties. Also, any statement You made will not be used to void the Insured’s coverage nor defend against a claim unless the statement is contained in the Insured’s signed application.]

MINNESOTA LIFE

400 Robert Street North • St Paul, Minnesota 55101-2098

GROUP [ACCIDENT] [AND] [SICKNESS] INSURANCE • NONPARTICIPATING

POLICY SCHEDULE

[PLAN SPONSOR]: [ABC FINANCIAL INSTITUTION]

[NONCONTRIBUTORY PLAN]

EFFECTIVE DATE: [OCTOBER 1, 2009]

All premiums for the Noncontributory Plan are paid by the Plan Sponsor. The Benefits and Maximum Amounts under the Noncontributory Plan for the Primary Insured are indicated in the Noncontributory Plan Benefit Schedule below. If [Joint] [Family] Coverage is indicated on this Schedule for the Noncontributory Plan, the Maximum Amount of insurance is described under the [Joint Coverage] [Family Coverage] section in this Schedule.]

[Noncontributory Plan ends on: [OCTOBER 1, 2010]]

[TYPE OF COVERAGE]: [Single, Joint, Family]

[JOINT COVERAGE:

[For the [Physician] [or] [Dentist] Office Visit] Benefit if Joint coverage is indicated on this Schedule for the Noncontributory Plan, the Maximum Amount of insurance for the Joint Insured will be equal to 100% of the Noncontributory Plan Maximum Amount shown in the Benefit Schedule for the Primary Insured. [The Maximum Amount of insurance for the Joint Insured will also be subject to the Benefit Reduction Schedule shown below.]]

[For all other benefits, if] [If] Joint coverage is indicated on this Schedule for the Noncontributory Plan, the Maximum Amount of insurance for the Joint Insured will be equal to [0, 25, 50, 100%] of the Noncontributory Plan Maximum Amount shown in the Benefit Schedule for the Primary Insured. [The Maximum Amount of insurance for the Joint Insured will also be subject to the Benefit Reduction Schedule shown below.]]

[FAMILY COVERAGE:

[For the [Physician] [or] [Dentist] Office Visit] Benefit if Family coverage is indicated on this Schedule for the Noncontributory Plan, the Maximum Amount of insurance for the Insured Spouse and Dependent Children will be equal to 100% of the Maximum Amount of insurance as shown on the Benefit Schedule for the Primary Insured.]

[For all other benefits, if] [If] Family coverage is indicated on this Schedule, the Maximum Amount of insurance for the Insured Spouse and Dependent Children will be based on a percentage of the Maximum Amount of insurance as shown in the Benefit Schedule for the Primary Insured. [The Maximum Amount of insurance for the Insured Spouse and Dependent Children will also be subject to the Benefit Reduction Schedule shown below.] The percentages for the Insured Spouse and Dependent Children coverage are as follows:

Benefit For:	Percentage of Primary Insured's Noncontributory Plan Maximum Amount
Insured Spouse (if no dependent children)	[0 - 60%]
Insured Spouse (if dependent children)	[0 - 50%]
Dependent Children	[0 - 20%]

]

[COVERED ACTIVITIES:

[For the [[Physician] [or] [Dentist] Office Visit] Benefit an Insured Person will be covered for all activities except [while riding as a fare-paying passenger on a commercial airline].

[For all other benefits an] [An] Insured Person will only be covered during the following activities:

1. [While driving or riding as a passenger in a motor vehicle. For purposes of defining a Covered Activity, motor vehicle means a pleasure automobile type vehicle or motorcycle, including a truck of three-quarter tons or less, which is not licensed to carry passengers for hire. Motor vehicle does not include boats, all-terrain vehicle or snowmobiles. Any injury sustained must be due to a collision, wrecking, or explosion of such motor vehicle. Such collision, wrecking, or explosion must cause physical damage to the motor vehicle and leave it in a different condition than before the accident.]
2. [While standing or walking as a pedestrian on an open public street or highway. Any injury sustained must be due to being struck by a motor vehicle while a pedestrian.]

All Exclusions and other Limitations contained in the certificate will be used to determine an Insured Person's eligibility for benefits under the certificate.]

[BENEFIT REDUCTION SCHEDULE: The Maximum Amounts shown in the Benefit Schedule are used to determine amounts payable under each benefit. The Maximum Amount will include any applicable increases due to the Escalator benefit. Actual amounts payable reduce as follows:

Age at Date of Loss:

[18 – 69
70 – 74
75 – 79

Benefit Payable:

100% of Maximum Amount
50% of Maximum Amount
25% of Maximum Amount]]

[The Benefit Reduction Schedule applies to [all benefits] [all benefits except [[Physician [or] [Dentist] Office Visit] [and] [Waiver of Premium]] [the following benefits: [Accidental Death], [Accidental Dismemberment], [Accident Medical Expense], [Adaptive Home and Vehicle], [Catastrophe Cash], [COBRA], [Coma], [Common Accident], [Common Carrier], [Dependent], [Dependent Child Care], [Disappearance [and Exposure]], [Dislocations [and Fractures]], [Emergency [Transportation] [and] [Treatment]], [Escalator], [Family Leave], [Felonious Assault],

[Funeral Expense], [Grief Counseling], [Homecare], [In-Hospital Accident Daily], [In-Hospital Accident Single Payment], [In-Hospital Sickness Daily], [In-Hospital Sickness Single Payment], [Intensive Care Unit], [Medical Evacuation], [Paralysis], [Physician [or] [Dentist] Office Visit], [Recuperation [Sickness] [or] [Accident] Daily], [Repatriation of Remains], [Seatbelt [and Air Bag]], [Simultaneous In-Hospital Accident Daily], [Temporary Total Disability Accident], [Total and Permanent Accidental Disability], [Travel Care], [Weekly Accident]]

[Per Accident Maximum Amount: \$100,000 – 5,000,000]

NONCONTRIBUTORY PLAN
Benefit Schedule

<u>Benefit</u>	<u>Maximum Amount</u>
<p>[Accidental Death]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$5,000,000]</p>
<p>[Accidental Dismemberment]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$5,000,000]</p>
<p>[Accident Medical Expense]</p> <p>[Deductible Amount Per Accident Per Insured Person]</p> <p>[Dental Amount Per Accident:]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$250 - \$2,000,000]</p> <p>[\$25 - \$50,000]</p> <p>[\$250.00 per tooth]</p>

<p>[Adaptive Home and Vehicle]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$100,000]</p>
<p>[Catastrophe Cash]</p> <p>[Lump Sum] [Monthly] [Maximum number of monthly benefits]: [1 - 120]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$5,000,000] [\$100 - \$10,000]</p>
<p>[COBRA]</p> <p>[Annual] [Monthly] [Maximum number of [Annual] [Monthly] benefit payments]: [1-60]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$100,000] [\$1,000 - \$20,000]</p>
<p>[Coma]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$2,000,000]</p>

<p>Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	
<p>[Common Accident Insured's spouse's Accidental Death]</p> <p>[The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$5,000,000]</p>
<p>[Common Carrier]</p> <p>[The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$5,000,000]</p>
<p>[Dependent]</p> <p>[Benefit per Eligible Dependent]</p> <p>[Benefit if no Eligible Dependent]</p> <p>[The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$100,000]</p> <p>[\$1,000 - \$100,000]</p>
<p>[Dependent Child Care]</p> <p>[Monthly Maximum for each Dependent Child]</p> <p>[Annual Maximum for each Dependent Child]</p> <p>[Benefit Maximum]</p> <p>[The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%.]</p>	<p>[\$100 - \$5,000]</p> <p>[\$1,000 - \$100,000]</p> <p>[\$25,000 - \$100,000]</p>

<p>Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	
<p>[Dislocations [and Fractures]]</p> <p>[Dislocations]</p> <p>[Fractures]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$25 - \$10,000]</p> <p>[\$25 - \$10,000]</p>
<p>[Education]</p> <p>[For Dependent Children per year]</p> <p>[For Insured Spouse per year]</p> <p>[Maximum Amount if upon the Insured or Insured Spouse's death an Accidental Death Benefit is payable and no Education Benefit is payable]]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$100,000]</p> <p>[\$1,000 - \$100,000]</p> <p>[\$1,000 - \$50,000]</p>
<p>[Emergency [Transportation] [and] [Treatment]]</p> <p>[Emergency Transportation]</p> <p>[Maximum number of emergency transportation benefits payable per Insured Person per calendar year]: [1, 2]]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$50 - \$100,000]</p>

<p>[Emergency Treatment]</p> <p>[Maximum number of emergency treatment benefits payable per Insured Person per calendar year]: [1, 2]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p> <p>[Maximum number of combined Emergency Transportation and Emergency Treatment benefits payable per Insured Person per calendar year]: [2-4]</p>	<p>[\$50 - \$100,000]</p>																
<p>[Family Leave]</p> <p>[Maximum monthly benefit]</p> <p>[Percentage of earnings]: [10% - 75%]</p> <p>[Maximum Number of Months]: [6 - 120]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$100 - \$25,000]</p>																
<p>[Felonious Assault]</p> <table border="0"> <thead> <tr> <th data-bbox="203 1354 341 1381">[If Benefits Payable for:]</th> <th data-bbox="560 1354 771 1438">Percentage of Maximum Amount</th> </tr> </thead> <tbody> <tr> <td data-bbox="203 1465 414 1493">[Accidental Death]</td> <td data-bbox="641 1465 771 1493">[1 – 100%]</td> </tr> <tr> <td data-bbox="203 1520 544 1547">[Accidental Dismemberment]</td> <td data-bbox="641 1520 771 1547">[1 – 100%]</td> </tr> <tr> <td data-bbox="203 1575 430 1602">[Catastrophe Cash]</td> <td data-bbox="641 1575 771 1602">[1 – 100%]</td> </tr> <tr> <td data-bbox="203 1629 284 1656">[Coma]</td> <td data-bbox="641 1629 771 1656">[1 – 100%]</td> </tr> <tr> <td data-bbox="203 1684 324 1711">[Paralysis]</td> <td data-bbox="641 1684 771 1711">[1 – 100%]</td> </tr> <tr> <td colspan="2" data-bbox="203 1738 235 1766">[or]</td> </tr> <tr> <td colspan="2" data-bbox="203 1793 462 1820">[Total and Permanent]</td> </tr> </tbody> </table>	[If Benefits Payable for:]	Percentage of Maximum Amount	[Accidental Death]	[1 – 100%]	[Accidental Dismemberment]	[1 – 100%]	[Catastrophe Cash]	[1 – 100%]	[Coma]	[1 – 100%]	[Paralysis]	[1 – 100%]	[or]		[Total and Permanent]		<p>[\$1,000 - \$2,000,000]</p>
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[Accidental Death]	[1 – 100%]																
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[Paralysis]	[1 – 100%]																
[or]																	
[Total and Permanent]																	

<p>Accidental Disability]: [1 – 100%]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	
<p>[Funeral Expense]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$50,000]</p>
<p>[Grief Counseling]</p> <p>[Maximum amount per counseling session]</p> <p>[Maximum number of counseling sessions for spouse or Domestic Partner and all Dependent Children combined]: [10-52]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$50 - \$150]</p>
<p>[Homecare]</p> <p>Maximum Monthly Benefit</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$100 - \$10,000]</p>
<p>[In-Hospital Accident Daily]</p> <p>[Maximum daily benefit]</p>	<p>[\$10 - \$1,000]</p>

<p>[Maximum number of days for one Period of Confinement]: [30 - 730]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	
<p>[In-Hospital Accident Single Payment]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$100 - \$100,000]</p>
<p>[In-Hospital Sickness Daily]</p> <p>[Maximum daily benefit]</p> <p>[Maximum number of days for one Period of Confinement]: [30 - 730]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$10 - \$1,000]</p>
<p>[In-Hospital Sickness Single Payment]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$100 - \$100,000]</p>

<p>[Intensive Care Unit]</p> <p>Maximum daily benefit]</p> <p>[Maximum number of days for one Period of Confinement]: [30 - 730]</p> <p>[Maximum benefit]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$10 - \$1,000]</p> <p>[\$100 - \$100,000]</p>
<p>[Medical Evacuation]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$500 - \$500,000]</p>
<p>[Paralysis]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$2,000,000]</p>
<p>[[Physician] [or][Dentist] Office Visit]</p> <p>[Routine Well Care Related Visits]</p> <p>[Benefit Amount Per Visit:]</p> <p>[Maximum Number of Visits Per Calendar Month] [Quarter] [Year] Per [Insured Person] [Family]: [1-4]</p> <p>Maximum Benefit Amount Per Calendar [Month] [Quarter] [Year] Per [Insured Person] [Family]</p>	<p>[\$10-\$200]</p> <p>[\$10-\$500]</p>

<p>[Injury Related Visits]</p> <p>[Benefit Amount Per Visit:]</p> <p>[Maximum Number of Visits Per Calendar Month] [Quarter] [Year] Per [Insured Person] [Family]: [1-4]]</p> <p>Maximum Benefit Amount Per Calendar [Month] [Quarter] [Year] Per [Insured Person] [Family]</p> <p>[Sickness Related Visits]</p> <p>[Benefit Amount Per Visit:]</p> <p>[Maximum Number of Visits Per Calendar Month] [Quarter] [Year] Per [Insured Person] [Family]: [1-4]]</p> <p>Maximum Benefit Amount Per Calendar [Month] [Quarter] [Year] Per [Insured Person] [Family]:</p> <p>[Combined Maximum Number of Visits Per Calendar [Month] [Quarter] [Year] Per [Insured] [Family]: [1-8]]</p> <p>[Combined Maximum Benefit Amount Per Calendar [Month] [Quarter] [Year] Per [Insured] [Family]:]</p> <p>[Lifetime Maximum Number of Office Visits]</p> <p>[Per Insured Person:] [1-10]</p> <p>[Per Family:] [1-10]</p> <p>[Lifetime Maximum Benefit Amount for all Office Visits]</p> <p>[Per Insured Person:]</p> <p>[Per Family:]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$10-\$200]</p> <p>[\$10-\$500]</p> <p>[\$10-\$200]</p> <p>[\$10-\$500]</p> <p>[\$10-\$1,000]</p> <p>[\$10-\$1,000]</p> <p>[\$10-\$1,000]</p> <p>[\$10-\$2,000]</p>

<p>[Recuperation [Sickness] [or] [Accident] Daily]</p> <p>Maximum daily benefit]</p> <p>[Maximum number of days per Period of Confinement]: [30 - 730]</p> <p>[Maximum benefit]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$10 - \$1,000]</p> <p>[\$100 - \$100,000]</p>
<p>[Repatriation of Remains]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$100,000]</p>
<p>[Seat Belt [and Air Bag]]</p> <p>[Seat Belt]</p> <p>[Air Bag]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$500 - \$500,000]</p> <p>[\$500 - \$500,000]</p>
<p>[Simultaneous In-Hospital Accident]</p> <p>[Maximum Benefit Amount Per Day:]</p> <p>Maximum Number of Days:] [30 - 730]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20,</p>	<p>[\$10 - \$5,000]</p>

<p>25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	
<p>[Temporary Total Disability Accident] [Maximum number of payments: [1-120] [Lifetime maximum benefit amount:] [The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$100 - \$10,000] [\$100 - \$10,000]</p>
<p>[Total and Permanent Accidental Disability] [Monthly benefit] [Lump sum benefit] [Maximum number of payments] [1 – 120] [Lifetime maximum benefit amount:] [The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$100 - \$10,000] [\$1,000 - \$5,000,000] [\$1,000 - \$5,000,000]</p>
<p>[Travel Care] [The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$500,000]</p>
<p>[Waiver of Premium]</p>	<p>[See Waiver of Premium Benefit section of this certificate]</p>

<p>[Weekly Accident]</p> <p>Maximum weekly benefit]</p> <p>[Maximum number of weeks]: [1-260]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$25- \$1,000]</p>
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[CONTRIBUTORY PLAN]

EFFECTIVE DATE: [OCTOBER 1, 2009]

[[INITIAL PERIOD]: [10-1-09 THROUGH 12-31-09]]

[PREMIUM DUE FOR [INITIAL PERIOD]: [\$XX.XX]]

[[MONTHLY] [QUARTERLY] PREMIUM [AFTER [INITIAL PERIOD]]]: [\$XX.XX]

[FIRST PREMIUM DUE DATE: [JANUARY 1, 2010]]

[TYPE OF COVERAGE]: [Single, Joint, Family]

[JOINT COVERAGE:

[For the [Physician] [or] [Dentist] Office Visit] Benefit if Joint coverage is indicated on this Schedule [for the Contributory Plan], the Maximum Amount of insurance for the Joint Insured will be equal to 100% of the [Contributory Plan] Maximum Amount shown in the Benefit Schedule for the Primary Insured. [The Maximum Amount of insurance for the Joint Insured will also be subject to the Benefit Reduction Schedule shown below.]]

[For all other benefits, if] [If] Joint coverage is indicated on this Schedule [for the Contributory Plan], the Maximum Amount of insurance for the Joint Insured will be equal to [0, 25, 50, 100%] of the [Contributory Plan] Maximum Amount shown in the Benefit Schedule for the Primary Insured. [The Maximum Amount of insurance for the Joint Insured will also be subject to the Benefit Reduction Schedule shown below.]]

[FAMILY COVERAGE:

[For the [Physician] [or] [Dentist] Office Visit] Benefit if Family coverage is indicated on this Schedule [for the Contributory Plan], the Maximum Amount of insurance for the Insured Spouse and Dependent Children will be equal to 100% of the [Contributory Plan] Maximum Amount of insurance as shown on the Benefit Schedule for the Primary Insured. [The Maximum Amount of

insurance for the Joint Insured will also be subject to the Benefit Reduction Schedule shown below.]]

[For all other benefits, if] [If] Family coverage is indicated on this Schedule [for the Contributory Plan], the Maximum Amount of insurance for the Insured Spouse and Dependent Children will be based on a percentage of the [Contributory Plan] Maximum Amount of insurance as shown in the Benefit Schedule for the Primary Insured. [The Maximum Amount of insurance for the Insured Spouse and Dependent Children will also be subject to the Benefit Reduction Schedule shown below.] The percentages for the Insured Spouse and Dependent Children coverage are as follows:

Benefit For:	[Percentage of Primary Insured's [Contributory Plan] Maximum Amount
Insured Spouse (if no dependent children)	[60%]
Insured Spouse (if dependent children)	[50%]
Dependent Children	[20%]

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[COVERED ACTIVITIES:

[For the [[Physician] [or] [Dentist] Office Visit] Benefit an Insured Person will be covered for all activities except [while riding as a fare-paying passenger on a commercial airline].

[For all other benefits an] [An] Insured Person will only be covered during the following activities:

1. [While driving or riding as a passenger in a motor vehicle. For purposes of defining a Covered Activity, motor vehicle means a pleasure automobile type vehicle or motorcycle, including a truck of three-quarter tons or less, which is not licensed to carry passengers for hire. Motor vehicle does not include boats, all-terrain vehicle or snowmobiles. Any injury sustained must be due to a collision, wrecking, or explosion of such motor vehicle. Such collision, wrecking, or explosion must cause physical damage to the motor vehicle and leave it in a different condition than before the accident.]
2. [While standing or walking as a pedestrian on an open public street or highway. Any injury sustained must be due to being struck by a motor vehicle while a pedestrian.]

All Exclusions and other Limitations contained in the certificate will be used to determine an Insured Person's eligibility for benefits under the certificate.]

[BENEFIT REDUCTION SCHEDULE: The Maximum Amounts shown in the Benefit Schedule are used to determine amounts payable under each benefit. The Maximum Amount will include any applicable increases due to the Escalator benefit. Actual amounts payable reduce as follows:

Age at Date of Loss:

[18 – 69
70 – 74
75 – 79

Benefit Payable:

100% of Maximum Amount
50% of Maximum Amount
25% of Maximum Amount]]

[The Benefit Reduction Schedule applies to [all benefits] [all benefits except [[Physician [or] Dentist] Office Visit] [and] [Waiver of Premium]] [the following benefits: [Accidental Death], [Accidental Dismemberment], [Accident Medical Expense], [Adaptive Home and Vehicle], [Catastrophe Cash], [COBRA], [Coma], [Common Accident], [Common Carrier], [Dependent], [Dependent Child Care], [Disappearance [and Exposure]], [Dislocations [and Fractures]], [Emergency [Transportation] [and] [Treatment]], [Escalator], [Family Leave], [Felony Assault], [Funeral Expense], [Grief Counseling], [Homecare], [In-Hospital Accident Daily], [In-Hospital Accident Single Payment], [In-Hospital Sickness Daily], [In-Hospital Sickness Single Payment], [Intensive Care Unit], [Medical Evacuation], [Paralysis], [Physician [or] [Dentist] Office Visit], [Recuperation [Sickness] [or] [Accident] Daily], [Repatriation of Remains], [Seatbelt [and Air Bag]], [Simultaneous In-Hospital Accident Daily], [Temporary Total Disability Accident], [Total and Permanent Accidental Disability], [Travel Care], [Weekly Accident]]

[Per Accident Maximum Amount: \$100,000 – 5,000,000]

[CONTRIBUTORY PLAN]
Benefit Schedule

<u>Benefit</u>	<u>Maximum Amount</u>
[Accidental Death] [The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]	[\$1,000 - \$5,000,000]
[Accidental Dismemberment] [The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]	[\$1,000 - \$5,000,000]
[Accident Medical Expense] [Deductible Amount Per Accident Per Insured Person]	[\$250 - \$2,000,000] [\$25 - \$50,000]

<p>[Dental Amount Per Accident:]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$250.00 per tooth]</p>
<p>[Adaptive Home and Vehicle]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$100,000]</p>
<p>[Catastrophe Cash]</p> <p>[Lump Sum]</p> <p>[Monthly]</p> <p>[Maximum number of monthly benefits]: [1 - 120]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$5,000,000]</p> <p>[\$100 - \$10,000]</p>
<p>[COBRA]</p> <p>[Annual]</p> <p>[Monthly]</p> <p>[Maximum number of [Annual] [Monthly] benefit payments]: [1-60]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$100,000]</p> <p>[\$1,000 - \$20,000]</p>

Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]	
<p>[Coma]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	[\$1,000 - \$2,000,000]
<p>[Common Accident</p> <p>Insured's spouse's Accidental Death]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	[\$1,000 - \$5,000,000]
<p>[Common Carrier]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	[\$1,000 - \$5,000,000]
<p>[Dependent]</p> <p>[Benefit per Eligible Dependent]</p> <p>[Benefit if no Eligible Dependent]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$100,000]</p> <p>[\$1,000 - \$100,000]</p>
[Dependent Child Care]	

<p>[Monthly Maximum for each Dependent Child]</p> <p>[Annual Maximum for each Dependent Child]</p> <p>[Benefit Maximum]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%</p> <p>Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$100 - \$5,000]</p> <p>[\$1,000 - \$100,000]</p> <p>[\$25,000 - \$100,000]</p>
<p>[Dislocations [and Fractures]]</p> <p>[Dislocations]</p> <p>[Fractures]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%</p> <p>Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$25 - \$10,000]</p> <p>[\$25 - \$10,000]</p>
<p>[Education]</p> <p>[For Dependent Children per year]</p> <p>[For Insured Spouse per year]</p> <p>[Maximum Amount if upon the Insured or Insured Spouse's death an Accidental Death Benefit is payable and no Education Benefit is payable]]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%</p> <p>Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$100,000]</p> <p>[\$1,000 - \$100,000]</p> <p>[\$1,000 - \$50,000]</p>
<p>[Emergency [Transportation] [and] [Treatment]]</p> <p>[Emergency Transportation]</p> <p>[Maximum number of emergency transportation benefits payable per Insured Person per</p>	<p>[\$50 - \$100,000]</p>

<p>[Accidental Dismemberment] [1 – 100%] [Catastrophe Cash] [1 – 100%] [Coma] [1 – 100%] [Paralysis] [1 – 100%] [or] [Total and Permanent Accidental Disability]: [1 – 100%]</p> <p>[The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	
<p>[Funeral Expense]</p> <p>[The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$50,000]</p>
<p>[Grief Counseling]</p> <p>[Maximum amount per counseling session]</p> <p>[Maximum number of counseling sessions for spouse or Domestic Partner and all Dependent Children combined]: [10-52]</p> <p>[The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$50 - \$150]</p>
<p>[Homecare]</p> <p>Maximum Monthly Benefit</p> <p>[The Escalator benefit applies to this</p>	<p>[\$100 - \$10,000]</p>

<p>benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	
<p>[In-Hospital Accident Daily]</p> <p>[Maximum daily benefit]</p> <p>[Maximum number of days for one Period of Confinement]: [30 - 730]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$10 - \$1,000]</p>
<p>[In-Hospital Accident Single Payment]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$100 - \$100,000]</p>
<p>[In-Hospital Sickness Daily]</p> <p>[Maximum daily benefit]</p> <p>[Maximum number of days for one Period of Confinement]: [30 - 730]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$10 - \$1,000]</p>
<p>[In-Hospital Sickness Single Payment]</p> <p>[The Escalator benefit applies to this benefit as follows:</p>	<p>[\$100 - \$100,000]</p>

<p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	
<p>[Intensive Care Unit] Maximum daily benefit] [Maximum number of days for one Period of Confinement]: [30 - 730] [Maximum benefit] [The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$10 - \$1,000] [\$100 - \$100,000]</p>
<p>[Medical Evacuation] [The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$500 - \$500,000]</p>
<p>[Paralysis] [The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$2,000,000]</p>
<p>[[Physician] [or][Dentist] Office Visit] [Routine Well Care Related Visits] [Benefit Amount Per Visit:] [Maximum Number of Visits Per Calendar Month] [Quarter] [Year] Per [Insured Person] [Family]: [1-4]</p>	<p>[\$10-\$200]</p>

<p>Maximum Benefit Amount Per Calendar [Month] [Quarter] [Year] Per [Insured Person] [Family]</p> <p>[Injury Related Visits]</p> <p>[Benefit Amount Per Visit:]</p> <p>[Maximum Number of Visits Per Calendar [Month] [Quarter] [Year] Per [Insured Person] [Family]: [1-4]]</p> <p>Maximum Benefit Amount Per Calendar [Month] [Quarter] [Year] Per [Insured Person] [Family]</p> <p>[Sickness Related Visits]</p> <p>[Benefit Amount Per Visit:]</p> <p>[Maximum Number of Visits Per Calendar [Month] [Quarter] [Year] Per [Insured Person] [Family]: [1-4]]</p> <p>Maximum Benefit Amount Per Calendar [Month] [Quarter] [Year] Per [Insured Person] [Family]:</p> <p>[Combined Maximum Number of Visits Per Calendar [Month] [Quarter] [Year] Per [Insured] [Family]: [1-8]]</p> <p>[Combined Maximum Benefit Amount Per Calendar [Month] [Quarter] [Year] Per [Insured] [Family]:]</p> <p>[Lifetime Maximum Number of Office Visits]</p> <p>[Per Insured Person:] [1-10]</p> <p>[Per Family:] [1-10]</p> <p>[Lifetime Maximum Benefit Amount for all Office Visits]</p> <p>[Per Insured Person:]</p> <p>[Per Family:]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%</p> <p>Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60,</p>	<p>[\$10-\$500]</p> <p>[\$10-\$200]</p> <p>[\$10-\$500]</p> <p>[\$10-\$200]</p> <p>[\$10-\$500]</p> <p>[\$10-\$200]</p> <p>[\$10-\$500]</p> <p>[\$10-\$1,000]</p> <p>[\$10-\$1,000]</p> <p>[\$10-\$2,000]</p>
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120] months]	
<p>[Recuperation [Sickness] [or] [Accident] Daily]</p> <p>Maximum daily benefit]</p> <p>[Maximum number of days per Period of Confinement]: [30 - 730]</p> <p>[Maximum benefit]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$10 - \$1,000]</p> <p>[\$100 - \$100,000]</p>
<p>[Repatriation of Remains]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$100,000]</p>
<p>[Seat Belt [and Air Bag]]</p> <p>[Seat Belt]</p> <p>[Air Bag]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$500 - \$500,000]</p> <p>[\$500 - \$500,000]</p>
<p>[Simultaneous In-Hospital Accident]</p> <p>[Maximum Benefit Amount Per Day:]</p> <p>Maximum Number of Days:] [30 - 730]</p> <p>[The Escalator benefit applies to this benefit as follows:</p>	<p>[\$10 - \$5,000]</p>

<p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	
<p>[Temporary Total Disability Accident]</p> <p>[Maximum number of payments: [1-120]</p> <p>[Lifetime maximum benefit amount:]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$100 - \$10,000]</p> <p>[\$100 - \$10,000]</p>
<p>[Total and Permanent Accidental Disability]</p> <p>[Monthly benefit]</p> <p>[Lump sum benefit]</p> <p>[Maximum number of payments] [1 – 120]</p> <p>[Lifetime maximum benefit amount:]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$100 - \$10,000]</p> <p>[\$1,000 - \$5,000,000]</p> <p>[\$1,000 - \$5,000,000]</p>
<p>[Travel Care]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$500,000]</p>
<p>[Waiver of Premium]</p>	<p>[See Waiver of Premium Benefit section of this certificate]</p>

<p>[Weekly Accident]</p> <p>Maximum weekly benefit]</p> <p>[Maximum number of weeks]: [1-260]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$25- \$1,000]</p>
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]

APPLICATION TO PARTICIPATE IN TRUST

TO: BNY Mellon Trust of Delaware, Trustee under the Group Insurance Trust for Financial Institutions II
(herein called "Trustee")

FROM: (Client Name)
(herein called "Financial Institution")

Address

The Financial Institution hereby applies to participate in the Group Insurance Trust for Financial Institutions II (hereinafter called the "Trust"). The Trust provides voluntary programs of group insurance (hereinafter call the "Plan") on the lives of the accountholders of participating Financial Institutions. The Plan is underwritten and administered by Minnesota Life Insurance Company (hereinafter called the "Insurer). It is understood and agreed that the Trustee's acceptance of the Financial Institution's application is subject to the following conditions:

- (1) The Financial Institution agrees to participate in the Trust according to its terms.
- (2) The Trustee delegates to the Financial Institution the collection and remittance of all premium contributions due the Insurer from the Financial Institution's accountholders insured in connection with the Plan. Financial Institution may further delegate such duties to its designated Administrator.
- (3) The Financial Institution agrees to enter into or to cause its Administrator to enter into a Marketing and Administrative Agreement with the Insurer which will govern the Financial Institution's administrative duties in connection with the Plan.
- (4) The Financial Institution understands the Plan will not become effective until the Financial Institution's application is accepted by the Trustee.
- (5) The Financial Institution may elect to terminate its participation in the Trust by giving 60 days written notice to the Insurer and the Trustee, prior to the first day of any calendar month. Upon the giving of any such notice, the Financial Institution so electing to terminate its participation in the Trust shall include with such notice all unremitted premium contributions made by Financial Institution's insured customers. Any terminating Financial Institution agrees that on the date of termination it will also relinquish any present or future claims of the Financial Institution against the Trust or any insurance policy issued to the Trust. Termination of the Financial Institution's participation under the Trust shall be without prejudice to any claim or claims of the individual insureds for benefits under the Plan incurred prior to the effective date of the Financial Institution's termination.

Financial Institution: (Client Name)

MINNESOTA LIFE INSURANCE COMPANY, Trust
Administrator

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date : _____

Application No. (Policy Number)

Trustee's Application

Minnesota Life Insurance Company – A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

MINNESOTA LIFE

Application is hereby made to

MINNESOTA LIFE INSURANCE COMPANY OF SAINT PAUL, MINNESOTA

by

BNY Mellon Trust of Delaware, as Trustee

Whose main office address is

For Group Policy Number 09-50582T a plan of:

Group Accident and Sickness Insurance

Signed at _____ Date _____.

Applicant's Full Name _____

By _____ Its _____

Certificate of Insurance

Minnesota Life Insurance Company – A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

MINNESOTA LIFE

[Plan Administrator:
[Address, City, State] • 1-800-XXX-XXXX]

Read Your Certificate Carefully

This certificate summarizes the principal provisions of the group policy that affect You. The provisions summarized in this certificate are subject in every respect to the group policy. You may examine the group policy at the principal office of the Plan Sponsor during regular working hours.

Right to Cancel

It is important to Us that You are satisfied with Your coverage under this certificate and that it meets Your insurance goals. If You are not satisfied, You may return the certificate to Us within 30 days of its receipt and receive a full refund of any premiums paid within 10 days after We receive the notice of cancellation. Upon Our cancellation of Your certificate, Your certificate will be void from the beginning as if it never had been issued.

Signed for Minnesota Life Insurance Company at St. Paul, Minnesota on the effective date.

Demetri E. Paderewski

Secretary

Robert L. Sander

President

This is an [accident] [and] [sickness] [only] [hospital confinement] certificate [and does not cover sickness or disease]. Review the certificate carefully. This certificate provides limited benefits [and a pre-existing condition limitation]. Benefits provided are supplemental and are not intended to cover all medical expenses.

[EXCESS INSURANCE: This certificate is not intended to be issued where other medical insurance exists. If other medical insurance does exist at the same time of the claim then the benefit amounts payable by such other medical insurance will become the deductible amount of this certificate, if any, provided, however, that such benefits exceed any deductible amount shown in the Benefit Schedule.]

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GROUP [ACCIDENT] [AND] [SICKNESS] INSURANCE • NONPARTICIPATING

General Information

You are insured under the group policy identified on the Benefit Schedule.

We retain the right to amend this certificate at any time without Your consent. Any amendment will be without prejudice to any claim incurred for benefits prior to the date of the amendment.

Any statement made in Your application, in the absence of fraud, will be considered representations and not warranties. Also, any statement You made will not be used to void this certificate unless the statement is contained in Your application.

This certificate is issued in consideration of Your application and the payment of the required premiums.

This certificate replaces all prior certificates that may have been issued to You under the group policy.

Effective Date

[If You are insured under the Noncontributory Plan, Your coverage under this certificate is effective as of the Effective Date shown under the Noncontributory Plan section of the Benefit Schedule, provided the Plan Sponsor pays the required premiums for the term of the Noncontributory Plan.]

[[If You are insured under the Contributory Plan] Your coverage under this certificate is effective as of the Effective Date shown [under the Contributory Plan section of] [on] the Benefit Schedule, provided You pay the required premiums when due, beginning with the First Premium Due Date shown on the Benefit Schedule.]

Eligibility

You are eligible for coverage if You are over Age 18 at time of application and You are a customer of the Plan Sponsor identified on the Benefit Schedule.

Definitions

All capitalized terms in this certificate are to be given the meanings as provided in this section or as otherwise defined in this certificate.

Age

Your age on Your most recent birthday, regardless of the actual time of birth.

Benefit Schedule

The schedule attached to this certificate that outlines an Insured Person's coverage under this certificate.

Covered Activities

Those activities set out in the Covered Activities section of the Benefit Schedule, with respect to which Insured Person(s) are provided insurance coverage under this certificate.]

Dependent Child(ren)

Your child, including natural child from the moment of birth, and step, foster, legally adopted child or child placed with You for adoption (irrespective of whether the adoption has become final), who is:

- (1) unmarried; and
- (2) living in Your home; and
- (3) dependent on You for financial support as evidenced by Your federal tax return; and
- (4) between and including the Ages of birth and 19 years, or under Age 25 if enrolled as a full-time student in an accredited college, university, vocational or technical school as evidenced by the applicable institution. However, the age limit does not apply to a child who is incapable of self-sustaining employment by reason of mental or physical incapacity.

Domestic Partner

An individual in a domestic partnership where the two partners live together in a committed relationship and have some type of financial interdependence.

Immediate Family Member

Your [spouse or Domestic Partner, parent, grandparent, sibling or child; and Your spouse's or Domestic Partner's parent, sibling or child].]

Injury

A bodily Injury which:

- (1) is sustained as a direct result of an unintended, unexpected and unforeseen accident that occurs while the Insured Person's coverage under this certificate is in force;
- (2) must be evidenced by a visible contusion or wound that is external to the body, except in the case of accidental drowning;
- (3) directly and independently of all other causes, causes a covered loss[; and
- (4) occurs while participating in a Covered Activity].

Insured

A person:

- (1) who is listed as Primary Insured or Joint Insured on the Benefit Schedule;
- (2) who meets the eligibility requirements as described in the Eligibility section of this certificate;

- (3) for whom premium has been paid; and
- (4) who has enrolled for coverage.

Insured Person

The Insured, and, if Family Coverage is indicated in the Benefit Schedule, the Primary Insured's lawful spouse or Domestic Partner, and Dependent Children.

Insured Spouse

If Family Coverage is indicated in the Benefit Schedule, the Primary Insured's lawful spouse or Domestic Partner.

Maximum Amount

The amount shown on the Benefit Schedule that is used to determine the maximum amounts payable under each benefit.

[Plan Administrator

The entity named on page 1 of this certificate that We have designated to administer this insurance plan on Our behalf.]

Plan Sponsor

An entity which has been accepted to participate in the Group Insurance Trust for Financial Institutions II and makes insurance under this certificate available to its eligible customers.

You, Your

The Insured.

We, Our, Us

Minnesota Life Insurance Company.

Exclusions

No coverage will be provided under this certificate and no benefit will be paid for any Injury or loss caused directly or indirectly by, results in whole or in part from, occurs during, or there is contribution from, any of the following:

- (1) self-inflicted Injury, self destruction, or autoeroticism, whether sane or insane;
- (2) suicide or attempted suicide, whether sane or insane;
- (3) an Insured Person's participation in, or an Insured Person's attempt to commit, a crime, assault, felony, or any illegal activity, regardless of any legal proceedings thereto;
- (4) bodily or mental infirmity, illness or disease;
- (5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected;
- (6) motor vehicle collision or accident where an Insured Person is the operator of the motor vehicle and an Insured Person's blood alcohol level meets or

exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings thereto.

- (7) infections of any kind regardless of how contracted, other than infection occurring simultaneously with, and as a direct result of, the accidental Injury;
- (8) medical or surgical treatment or diagnostic procedures or any resulting complications;
- (9) travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft carrier;
- (10) war or any act of war, whether declared or undeclared;
- (11) riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground;
- (12) repetitive stress syndromes including but not limited to rotator cuff syndrome, bursitis, tendonitis, carpal tunnel syndrome, ulnar nerve syndrome, stress fractures, neuropathy, epicondylitis or neuritis.

[Limitations]

[Limitation on Benefit Payments. If an Insured Person sustains one or more losses from the same accident for which benefits are payable under one or more benefits provided by this certificate, the Maximum Amount payable for all benefits combined for the Insured Person will not exceed the per accident Maximum Amount specified in the Benefit Schedule.

[Limitation Due to Multiple Insurance Coverage. The insurance provided by this certificate for the [Accident Medical Expense Benefit] [, Temporary Total Disability Accident Benefit] [, or Weekly Accident Benefit] shall be in excess of all other insurance and indemnity. If, at the time of occurrence of any loss payable under this certificate, there is other insurance and indemnity in place, We shall be liable only for the excess amount of the loss over the amount of such other insurance and indemnity [and after satisfaction of any Accident Medical Expense Deductible which applies under this certificate.] Covered [Accident Medical Expense Benefits] [, Temporary Total Disability Accident Benefits] [, or Weekly Accident Benefits] incurred and paid by other insurance will [not] be used to satisfy any Deductible which applies under this certificate.]]

[Accidental Death Benefit]

[A benefit shall be provided only when an Insured Person's death results from an Injury. The Injury must be the sole cause of the Insured Person's death.

The Injury resulting in the Insured Person's death must occur while coverage is in force. The Insured Person's death must occur within [90, 120, 180, 365] days after the date of the Injury. The benefit payable shall equal 100% of the Maximum Amount shown on the Benefit Schedule.]

[Accidental Dismemberment Benefit]

[If Injury to the Insured Person results in any one of the losses specified below, We will pay the percentage shown below of the Maximum Amount shown in the Benefit Schedule for that loss. The Insured Person's loss must occur within [90,120,180,365] days after the date of the Injury:

<u>For Loss Of:</u>	<u>Percentage of Maximum Amount</u>
[Speech and Hearing in Both Ears]	[100%]
[Both Hands or Both Feet or Sight of Both Eyes]	[100%]
[One Hand and One Foot]	[100%]
[One Foot and Sight of One Eye]	[100%]
[One Hand and Sight of One Eye]	[100%]
[Sight of One Eye]	[50%]
[One Hand or One Foot]	[50%]
[Speech or Hearing in Both Ears]	[50%]
[Thumb and Index Finger of Same Hand]	[25%]

If the Insured Person sustains more than one loss, only one amount, the largest to which the Insured Person is entitled, will be paid for all losses resulting from one Injury.

In no event will We pay more in total dismemberment benefits under this certificate than an amount equal to 100% of the Maximum Amount shown on the Benefit Schedule, regardless of the number of losses.

"Loss of Hands or Feet" means complete severance at or above the wrists or ankle joints without subsequent reattachment.

"Loss of Sight, Speech, or Hearing" means the entire and irrecoverable loss of sight, speech, or hearing, which cannot be corrected by medical or surgical treatment or by artificial means.

"Loss of Thumb and Index Finger" means complete severance of both the thumb and the index finger at or above the metacarpophalangeal joints without subsequent reattachment.

A benefit is not payable for both Loss of Thumb and Index Finger of One Hand and the Loss of One Hand for Injury to the same hand as a result of any one accident.

A surgically reattached hand, foot, thumb or index finger will be deemed a permanent loss if, 12 months after reattachment, the limb has regained less than 50% of its normal function. The percentage of normal function must be certified by a licensed Physician.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Accident Medical Expense Benefit]

[Subject to the Limitation Due to Multiple Insurance Coverage, listed in the Limitations section, if][If] an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires the Insured Person to be treated by a Physician, We will pay up to the Usual and Customary Charges paid for Medically Necessary covered accident medical services received due to that Injury, up to the Accident Medical Expense Benefit Maximum Amount shown in the Benefit Schedule for all Injuries caused by the same accident.

The Accident Medical Expense Benefit is payable for the following covered accident medical services, and only for such charges paid by the Insured Person [after the Deductible shown in the Benefit Schedule has been met and] within [26, 52,104] weeks after the date of the accident causing the Injury:

- (1) Hospital room and board (or room and board in an Intensive Care Unit;
- (2) Hospital ancillary services (including, but not limited to, use of the operating room or Emergency Room;
- (3) use of an Ambulatory Medical Center;
- (4) services of a Physician or a registered nurse (R.N.);
- (5) Ambulance service to or from a Hospital;
- (6) laboratory tests;
- (7) radiological procedures;
- (8) anesthetics and the administration of anesthetics;
- (9) blood, blood products and artificial blood products, and the transfusion thereof;
- (10) physical therapy and occupational therapy;
- (11) rental of Durable Medical Equipment;
- (12) artificial limbs, artificial eyes or other prosthetic appliances; or
- (13) medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription.

In addition to the exclusions set forth in the Exclusions section of this certificate, Accident Medical Expense benefits are not payable for, and Usual and Customary Charges for covered accident medical services do not include, any expense for or resulting from any of the following:

- (1) repair or replacement of existing artificial Limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment unless for the purpose of modifying the item because Injury has caused further impairment in the underlying bodily condition;
- (2) new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums[, except for repair or replacement of sound natural teeth damaged or lost as a result of Injury [up to the

dental Maximum Amount shown in the Benefit Schedule]];

- (3) new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless Injury has caused impairment of sight; or repair or replacement of existing eyeglasses or contact lenses unless for the purpose of modifying the item because Injury has caused further impairment of sight;
- (4) new hearing aids or hearing examinations unless Injury has caused impairment of hearing; or repair or replacement of existing hearing aids unless for the purpose of modifying the item because Injury has caused further impairment of hearing;
- (5) rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in Our sole judgment, Accident Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, We may, but are not required to, choose to consider such purchase as a usual and customary covered accident medical expense in lieu of such rental expense);
- (6) personal comfort or convenience items, such as but not limited to Hospital telephone charges, television rental, or guest meals[.];
- (7) [a medical evacuation for which any benefits are payable under the Medical Evacuation Benefit [.]]
- (8) [any condition for which the Insured Person claims or is paid benefits (including settlements) for any work related Injury].

“Ambulatory Medical Center” means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician’s office.

[“Deductible” means the amount of charges for Medically Necessary services that must be paid [by the Insured Person] [by the combination of the Insured Person and the provider(s) of all other insurance and indemnity in place] due to Injuries resulting from an accident before Accident Medical Expense Benefits become payable due to Injuries resulting from that accident. In no event will We pay more than the Usual and Customary Charges for such Medically Necessary services. Accident Medical Expense benefits are not payable for charges applied to the Deductible.]

“Durable Medical Equipment” refers to equipment of a type that is designed primarily for use, and used primarily, by people who are injured (for example, a wheelchair or a Hospital bed). It does not include items commonly used by people who are not injured, even if the items can be used in the treatment of Injury or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.’s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Medically Necessary” means a covered medical service that is:

- (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Usual and Customary Charge(s)” means a charge that:

- (1) is made for a covered accident medical service;
- (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred (for example, a Hospital room and board charge, other than for a Medically Necessary stay in an Intensive Care Unit, does not exceed the Hospital’s most common charge for semi-private room and board); and
- (3) does not include charges that would not have been made if no insurance existed.]

[Adaptive Home and Vehicle Benefit]

[If an Insured Person’s home and/or private motor vehicle require modifications to accommodate a [dismemberment loss for which a benefit is payable under this certificate] [or] [Total and Permanent Accidental Disability] resulting from an Injury, We will pay a benefit equal to the lesser of:

- (1) the Maximum Amount shown on the Benefit Schedule or;
- (2) the actual cost of the alterations.

This benefit will be payable only if the one-time costs of the alterations to the Insured Person's home and/or private motor vehicle are:

- (1) made by a person or persons with experience in such alterations; and
- (2) recommended by a recognized organization associated with the Injury, and in the case of vehicle modifications, approved by the department of motor vehicles; and
- (3) made within [2] years from the date of the accident that caused the Injury.]

[“Total and Permanent Accidental Disability” means the inability of an Insured Person, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation which will presumably prevent them from performing such occupation for life.]

[“Total and Permanent Accidental Disability” means that an Insured Person:

- (1) has suffered any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or]] [(g) Loss of Speech and Hearing in Both Ears; [or]] [(h) Loss of Speech or Hearing in Both Ears; [or]] [(i) Uniplegia;] and

- (2) is permanently unable to perform the duties of any full-time or part-time occupation which will presumably prevent them from performing such occupation for life.]]

[Catastrophe Cash Benefit]

[If an Insured Person's Injury results in Paralysis or Coma within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and the Paralysis or Coma continues for [6, 12] consecutive months, after which a Physician determines the Insured Person's resulting Disability to be permanent and irreversible, then We will pay a percentage of the [initial lump sum] [and] [monthly] Maximum Amount(s) shown on the Benefit Schedule, where the percentage is determined by the cause of Disability as follows:

<u>Cause of Disability</u>	<u>% of [Initial Lump Sum] [and] [Monthly] Maximum Amount(s)</u>
[Coma]	[100%]
[Paralysis of Two or More Limbs (Upper and/or Lower)]	[100%]
[Paralysis of One Limb (Upper or Lower)]	[50%]

If an Insured Person suffers more than one cause of Disability as a result of the same accident, the largest percentage (from the table above) for any one cause of Disability suffered by the Insured Person, will be used to determine the benefit payable.

The benefit payable is:

[LUMP SUM:]
[the percentage of the Maximum Amount shown above.]

[OR]

[MONTHLY:]
[a monthly benefit equal to the percentage of the monthly Maximum Amount shown above. The benefit is payable monthly as long as the Insured Person remains continuously Disabled due to the Paralysis or Coma, but cease on the earlier[r/st] of: (1) the date the Insured Person dies; [or] (2) the date the Insured Person is no longer Disabled due to the Paralysis or Coma[; or (3) the date the maximum number of monthly benefits shown for the Catastrophe Cash Benefit in the Benefit Schedule have been paid]. Once the Maximum Amount is reached, no benefits are payable for any additional cause of Disability during the Insured Person's lifetime.]

[OR]

[LUMP SUM THEN MONTHLY:]
[the percentage of the initial lump sum Maximum Amount shown above; followed by a monthly benefit equal to the percentage of the monthly Maximum Amount shown above. The monthly benefit is payable monthly as long as the Insured Person remains continuously Disabled due to the Paralysis or Coma, but ceases on the earlier[r/st] of: (1) the date the Insured Person dies; [or] (2) the date the Insured Person is no longer Disabled due to the Paralysis or Coma[; or (3) the date the maximum number of monthly benefits shown for the Catastrophe Cash Benefit in the Benefit Schedule have been paid. Once the Maximum Amount is reached, no benefits are payable for any cause of Disability during the Insured Person's lifetime.]]

[If the Insured Person recovers or returns to any occupation on a full or part-time basis, the Insured Person may return to Disability status if: (1) the Insured Person has not recovered or been back to work for longer than 30 days; and (2) the attending Physician certifies a return to Disability status due to the same Paralysis or Coma which caused the original Disability.] [Periods of Disability separated by less than 30 consecutive days will be considered one period of Disability unless due to separate and unrelated causes.]

We reserve the right and will determine if the Insured Person is Disabled due to the Paralysis or Coma, including, but not limited to, requiring an independent medical examination at Our expense.

“Coma” means a profound state of unconsciousness from which an Insured Person cannot be aroused to consciousness, even by powerful stimulation. An Insured Person must be confined in a Hospital and diagnosed as Comatose by a Physician.

“Disabled, Disability,” means that an Insured Person is under the regular care of a Physician and completely unable to perform the duties of any full-time or part-time occupation.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.’s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Limb” means entire arm or entire leg including the hand and foot.

“Paralysis”, means the complete and irreversible loss of function in a part of the body as a result of neurological damage, as determined by a Physician.

“Physician“ means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[COBRA Benefit]

[If an Insured Person sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, and the Insured Person is survived by a spouse or Domestic Partner and/or one or more Dependent Children, We will pay a benefit to allow surviving dependents to continue their group medical coverage. The benefit will be paid to the surviving spouse or Domestic Partner, if living, otherwise to or on behalf of the Dependent Children. The benefit will be paid [annually] [monthly] and is equal to the Maximum Amount shown on the Benefit Schedule.

Before a COBRA benefit payment is made, We must receive proof that the payment will be used for continuation of the Insured Person’s medical coverage pursuant to COBRA.

Benefits will continue until the earlier of:

- (1) the date the total amount of annual COBRA benefits paid equals the Maximum Amount shown on the Benefit Schedule;
- (2) the date the maximum number of [annual] [monthly] benefit payments shown on the Benefit Schedule have been made; or

- (3) the date the spouse or Domestic Partner, or Dependent Children cease being covered as COBRA participants under the Insured Person’s group medical plan.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985.]

[Coma Benefit]

[If Injury renders an Insured Person Comatose within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and if the Coma continues for a period of [30, 60, 90] consecutive days, We will pay a benefit equal to 1% of the Maximum Amount as shown on the Benefit Schedule. No benefit is provided for the first [30, 60, 90] days of the Coma. Benefits are payable monthly as long as the Insured Person remains Comatose due to that Injury, but cease on the earliest of:

- (1) the date the Insured Person ceases to be Comatose due to that Injury;
- (2) the date the Insured Person dies; or
- (3) the date the total amount of monthly Coma benefits paid for all Injuries caused by the same accident equals the Maximum Amount.

We will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which We are liable when the Insured Person is Comatose for less than a full month.

We reserve the right, at the end of the first [30, 60, 90] consecutive days of Coma and as often as We may reasonably require thereafter, to determine, on the basis of all the facts and circumstances, that the Insured Person is Comatose, including, but not limited to, requiring an independent medical examination at Our expense.

“Coma, Comatose” means a profound state of unconsciousness from which an Insured Person cannot be aroused to consciousness, even by powerful stimulation. The Insured Person must be confined in a Hospital and diagnosed as Comatose by a Physician.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.’s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other

section of the Hospital that is used for such purposes.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Common Accident Benefit]

[If both the Insured and the Insured’s spouse or Domestic Partner sustain Injuries from a Common Accident that result in both their deaths within [90, 120, 180, 365] days of the Common Accident that caused the Injuries, the Insured’s spouse’s or Domestic Partner’s Accidental Death Benefit will be as shown in the Benefit Schedule.

“Common Accident” means the same accident or separate accidents that occur within the same 24-hour period.]

[Common Carrier Benefit]

[If an Insured Person dies as a direct result of an Injury involving a collision, crash or sinking of a Common Carrier while riding as a fare-paying passenger within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit in the amount shown on the Benefit Schedule.

“Common Carrier” means an air, land or water vehicle (other than a personal, rental, or chartered vehicle) licensed to carry passengers for hire and available to the public. Common carrier includes aircraft, taxis, trains, buses, ferries, ships, and other common means of public transportation.]

[Dependent Benefit]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit to Your beneficiary, in the amount shown on the Benefit Schedule, for each Eligible Dependent, subject to the following conditions:

- (1) an Accidental Death Benefit must be payable under the terms of this certificate; and
- (2) coverage must be in force on the date of death; and
- (3) [there must be at least one Eligible Dependent as of the date of the Insured’s or Insured Spouse’s accidental death.]

[If there are no Eligible Dependents, a benefit amount, as shown on the Benefit Schedule, will be paid.

“Eligible Dependent” means spouse, Domestic Partner, or Dependent Child.]

[Dependent Child Care Benefit]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit to the person responsible for incurring Child Care Expenses for any surviving Dependent Children, subject to the conditions and limitations below.

The [monthly] [annual] benefit for each Dependent Child will be as shown on the Benefit Schedule.

The benefit will be paid [in equal monthly installments] [annually] for [1, 2, 3, 4, 5] year[s] as long as the insured Dependent Child continues to be enrolled with a Day Care Provider, but not beyond the earliest of:

- (1) the Dependent Child attains Age 13; or
- (2) [2, 3, 4, 5, 6] years have elapsed since the date of the Insured’s or Insured Spouse’s accidental death, or
- (3) The benefit maximum amount shown on the Benefit Schedule is paid.

[One thirtieth (1/30) of the monthly benefit will be paid for each day of a partial month of Child Care Expenses.]

[One fifty-second (1/52) of the annual benefit will be paid for each week of a partial month of Child Care Expenses.]

Proof of incurred Child Care Expenses shall be required before any benefit payment is made.

The maximum Dependent Child Care Benefit payable, regardless of the number of Dependent Children who qualify, is shown on the Benefit Schedule.

“Child Care Expenses” means those expenses which are for a service or supply furnished by a licensed Day Care Provider for a Dependent Child’s care.

“Day Care Provider,” means:

- (1) a facility which is legally licensed or recognized by a legal authority to provide care and supervision for children in a group setting on a regular, daily and non-resident basis; or
- (2) an individual legally licensed or authorized by a legal authority who provides child care and supervision for such Dependent Children in the Insured Person’s home.

As used in this certificate, “Day Care Provider” does not include a Hospital or other medical facility.]

[Disappearance [and Exposure] Benefit]

[If an Insured Person’s body has not been found after one year from the date the conveyance in which the Insured Person was traveling disappeared, exploded, sank, became stranded, made a forced landing or was wrecked, it shall be presumed, subject to all other terms of this

certificate and any concerns of fraud or foul play, that the Insured Person has died as a result of a Injury. Such accidental death shall be considered a covered loss under this certificate.

[Unavoidable exposure to the elements resulting in the Insured Person’s Injury or death will be considered a covered loss for the purpose of determining benefits payable under this certificate.]]

[Dislocations [and Fractures] Benefit]

[If an Insured Person sustains an Injury that results directly in one of the Dislocations specified below and that Dislocation requires Reduction under anesthesia by a licensed Physician, We will pay the percentage shown below of the Dislocations Benefit Maximum Amount shown in the Benefit Schedule.

Only one Dislocations Benefit is payable during the Insured Person’s lifetime for each Dislocation listed below.

[Dislocation]	[Percentage of Maximum Amount]
[Hip]	[25%]
[Knee]	[25%]
[Wrist]	[25%]
[Elbow]	[25%]
[Ankle]	[25%]
[Shoulder blade]	[25%]
[Collarbone]	[25%]
[Jaw]	[25%]]

[If an Insured Person sustains an Injury that directly results in one of the Fractures specified below, We will pay the percentage shown below of the Fractures Benefit Maximum Amount shown in the Benefit Schedule.

Only one Fractures Benefit is payable during the Insured Person’s lifetime for each Fracture listed below.

[Fracture]	[Percentage of Maximum Amount]
[Hip]	[80%]
[Pelvis (excluding Coccyx and Sacrum)]	[80%]
[Skull (excluding Nose, Lower Jaw and Teeth)]	[50%]
[Thigh (excluding Kneecap)]	[40%]
[Upper Arm]	[40%]
[Ankle]	[35%]
[Lower Leg (excluding Kneecap)]	[35%]
[Heel]	[40%]
[Shoulder Blade]	[35%]
[Lower Jaw]	[30%]
[Collarbone]	[30%]
[Forearm (excluding wrist)]	[25%]
[Wrist]	[25%]
[Vertebrae (each) – Vertebral Arch (excluding	[20%]

[Coccyx]	
[Sternum (Breastbone)]	[15%]
[Kneecap]	[15%]
[Cheekbone]	[15%]
[Hand (excluding Fingers, Thumb, and/or Wrist)]	[10%]
[Foot (excluding Toes, Heel, and/or Ankle)]	[10%]
[Coccyx]	[25%]]

The total Dislocations[and Fractures] benefits payable over the lifetime of this certificate shall not exceed 100% of the Maximum Amount as shown in the Benefit Schedule.

In addition to the exclusions set forth in the Exclusions section of this certificate, the Dislocations [and Fractures] benefits are not payable for:

- (1) an Injury resulting in a Dislocation [or Fracture] if Osteoporosis [or Pathological Fracture] was diagnosed prior to the Insured Person’s effective date of coverage;
- (2) [Hairline Fractures].

If the Insured Person’s claim is payable for a Dislocation [or a Fracture], and either Osteoporosis or bone disease is first diagnosed at the time of such claim or first diagnosed prior to the claim but after the effective date of the Insured Person’s coverage, We will pay the benefit for that claim. However, no further Dislocations [and Fractures] benefits will be payable for the Insured Person.

[“Coccyx” means four fused vertebrae at the bottom of the spine.]

“Dislocation”, means that one or more bones are out of place, out of joint, or out of position. Dislocation does not include fingers and toes.

[“Fracture” means a break or rupture in the continuity of the bone or cartilage and includes, but is not limited to: complete fractures; compound fractures; compression fractures; depressed fractures; open fractures; simple fractures.]

[“Hairline Fracture” means a break that appears as a narrow crack along the surface of the bone.]

“Osteoporosis” means the thinning of bone with reduction in bone mass due to depletion of calcium and bone protein.

[“Pathological Fracture” means any Fracture in an area where pre-existing disease has caused weakening of the bone.]

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s

Immediate Family Member; or (3) retained by the Plan Sponsor.

“Reduction” means restoration to a normal position, of a Dislocated bone or joint.]

[Education Benefit]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay an Education Benefit to each eligible Dependent Child, subject to the following:

- (1) an Accidental Death Benefit must be payable under the terms of this certificate;
- (2) the Dependent Child must be attending or enrolled to attend an accredited institution of higher learning beyond the 12th grade level, as a full-time student, on the date of the Injury causing the Insured’s or Insured Spouse’s death or was at the 12th grade level and subsequently enrolls as a full-time day student at an accredited institution of higher learning within 365 days following the date of the Injury.

The amount of the Education Benefit for the Dependent Children will be paid in equal annual installments, and will be the lesser of the actual [annual] incurred costs or the Maximum Amount shown on the Benefit Schedule [per year, up to [4] years.]]

[If an Insured or Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay an Education Benefit to the surviving spouse or Domestic Partner provided an Accidental Death Benefit is payable under the terms of this certificate and that the spouse or Domestic Partner enrolls as a full-time student in an accredited educational institution or an institution of vocational training for the purpose of preparing for full-time employment within 365 days after the date of such loss.

The amount of the Education Benefit for the [Dependent Children] [and/or] [spouse or Domestic Partner] will be paid in equal annual installments and will be the lesser of the actual [annual] incurred costs or the Maximum Amount shown on the Benefit Schedule [per year, up to [4] years.]]

Proof of such costs will be required before benefits are paid.]

[If an Insured or Insured Spouse sustains a covered accidental death for which benefits are payable under this certificate, and no Education Benefit is payable under the terms described above, We will pay a benefit in the amount shown on the Benefit Schedule.]

[Emergency [Transportation] [and] [Treatment] Benefit]

[Emergency Transportation Benefit. If an Insured Person sustains an Injury that requires Emergency Treatment within [12, 24, 48] hours of the date of the accident that caused the Injury and it is determined that it is Medically Necessary that the Insured Person be transported to a Hospital or a Satellite Emergency Center by Ambulance, We will pay [the lesser of the actual incurred costs or] [100%] of the Emergency Transportation Maximum Amount shown in the Benefit Schedule. Only one Emergency Transportation Benefit is payable for any one accident.

[The maximum number of Emergency Transportation Benefits payable per calendar year for an Insured Person, regardless of the number of accidents incurred, is shown in the Benefit Schedule.]]

[Emergency Treatment Benefit. If an Insured Person sustains an Injury that, within [24, 48, 72] hours of the date of the accident that caused the Injury, requires the Insured Person to receive Medically Necessary Emergency Treatment in a Hospital emergency room or a Satellite Emergency Center, We will pay [the lesser of the actual incurred costs or] [100%] [of the applicable] Emergency Treatment Maximum Amount shown in the Benefit Schedule. Only one Emergency Treatment Benefit, the largest,] is payable for any one accident incurred.

[The maximum number of Emergency Treatment benefits payable per calendar year for an Insured Person regardless of the number of accidents incurred, is shown in the Benefit Schedule.]]

[If an Insured Person incurs expenses for both Emergency Transportation and Emergency Treatment due to the same accident, only one amount, the highest, will be paid.] [The maximum number of combined Emergency Transportation benefits and Emergency Treatment benefits payable for an Insured Person per calendar year regardless of the number of accidents incurred in that same calendar year is shown on the Benefit Schedule.]

“Ambulance” means any publicly or privately owned surface, water or air vehicle, including a helicopter that is specifically designed and constructed or modified and equipped to be used, maintained or operated primarily for the transportation of individuals who are sick, injured or wounded.

Ambulance does not include a surface, water or air vehicle that is owned and operated to accommodate an incapacitated or Disabled person who does not require medical monitoring, care or treatment during transport.]

“Emergency Treatment” means treatment for a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a

prudent layperson with average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in: (1) placing the health of a person (or with respect to a pregnant woman, the health of her unborn child) in serious jeopardy; (2) serious impairment to bodily functions; or (3) serious dysfunction of any bodily organ or part.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Medically Necessary” means an Emergency [Transportation] [or] [Treatment] that is: (1) essential for the diagnosis, treatment and care of the Injury; (2) meets generally accepted standards of medical practice; and (3) is ordered by a licensed Physician and performed under the licensed Physician’s care, supervision or order.

“Physician“ means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Satellite Emergency Center” means a licensed facility providing outpatient care under the direction of a licensed Physician on a 24-hour basis. Available services must include:

- (1) diagnostic care, including laboratory services and diagnostic x-rays; and
- (2) treatment or medical care, including availability of the means for stabilization of emergency medical conditions.

A Satellite Emergency Center does not include a Hospital or an office maintained by a licensed Physician for the practice of medicine or dentistry.]

[Escalator Benefit]

[Refer to the Benefit Schedule for the benefits under this certificate to which the Escalator Benefit applies, the percentage of the Escalator Benefit increase applied to each benefit, and the period of time for which the Escalator percentage increases are provided. Each increase will be based on the initial benefit amount.]

[Family Leave Benefit]

[(Not applicable to an Insured Person [or] [Insured Person’s spouse or Domestic Partner] Age [70, 75, 80, 85] or older on the date of the accident).]

[If an [Insured Person [or] [Insured Person’s spouse or Domestic Partner][or an Immediate Family Member] is Disabled due to an Injury within [90, 120, 180, 365] days of the date of the accident which caused the Injury; and [

- (1) [an [Insured Person [or] [Insured Person’s spouse or Domestic Partner] takes an unpaid leave of absence or resigns from his or her Full-Time Employment to provide Continuous Care for the Disabled Immediate Family Member]; or]
- (2) [an Immediate Family Member takes an unpaid leave of absence or resigns from his or her Full-Time Employment to provide Continuous Care for the Insured Person [or Insured Person’s spouse or Domestic Partner]]

within [90, 120, 180, 365] days of the date the accident which caused an [Insured Person] [or] [Insured Person’s spouse or Domestic Partner] [or] [Immediate Family Member] to be Disabled, We will pay a monthly benefit to the Insured Person beginning [30, 60, 90, 120, 180, 365] days from the date the Caregiver ceased receiving wages due to resignation or unpaid leave of absence to provide Continuous Care to the Disabled person.

The amount of the Family Leave Benefit will be the lesser of:

- (1) The family leave monthly Maximum Amount specified in the Benefit Schedule; or
- (2) The result of multiplying 1/12th of the annual earnings of the Caregiver by the percentage of earnings reflected in the Family Leave Benefit in the Benefit Schedule].

[The benefit is payable monthly as long as [an Insured Person] [or] [an Insured Person’s spouse or Domestic Partner] [or] [an Immediate Family Member] remains continuously Disabled due to that Injury, but ceases on the earliest of:

- (1) the date the Disabled person ceases to be Disabled due to that Injury;
- (2) the date the Disabled person or the Caregiver dies;

- (3) the date the Caregiver ceases to spend [20, 30, 40] hours per week to provide Continuous Care to the Disabled person for any reason;
- (4) the date the Caregiver returns to Full-Time Employment; or
- (5) the date the benefit has been paid for the maximum number of months specified for the Family Leave Benefit shown in the Benefit Schedule.

Once the maximum is reached, no benefits are payable for any additional cause of Disability during an Insured Person's lifetime.

We will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which We are liable when [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner] [or] [an Immediate Family Member] is Disabled for less than a full month. Only one benefit is provided for any one month of Disability, regardless of the number of Injuries or accidents causing the Disability. Only one benefit is payable under this certificate for any Disability due to the same accident, regardless of the [number of people Disabled,] the number of times [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner] [or] [an Immediate Family Member] is Disabled [, or the number of people who resign or take a leave of absence to provide Continuous Care].

We reserve the right to request proof of voluntary termination or leave of absence from Full-Time Employment without pay prior to payment of benefits. We also reserve the right to request proof of Disability or continuing Disability, including, but not limited to, requiring an independent medical examination at Our expense as often as may be reasonably required.

[An Immediate Family Member who takes a leave of absence or resigns from his or her Full-Time Employment to provide Continuous Care must be at least 18 years of Age.]

"Annual Earnings" means base annual salary for the 12 months of employment with the same employer immediately preceding resignation or leave of absence to provide Continuous Care for the Disabled person, exclusive of overtime, bonuses, tips, commissions and special compensation. Annual earnings must be verified by submitting objective proof of earnings such as copies of paychecks, W-2's, 1099's, tax returns or statement from employer.

"Caregiver" means the person who resigns or takes an unpaid leave of absence to provide Continuous Care.

"Continuous Care" means activities related to the physical life, health and safety of the Disabled person which must include assisting with two or more of the following: (1) bathing with sponge, bath, or shower; (2) dressing; (3) toilet use; (4) transferring (in and out of bed or chair); (5) urine and bowel continence; and (6) eating.

"Disabled, Disability" means that, as the result of an Injury, [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner] [or] [an Insured Person's Immediate Family Member]:

- (1) [is completely unable to perform the duties of any full-time or part-time occupation] [or, in the case of a child under Age [15], is unable to attend school on a full-time or part-time basis:];
- (2) requires the Continuous Care of the Caregiver; and
- (3) requires the supervision of a Physician unless [an Insured Person] [or] [an Insured Person's spouse or Domestic Partner] [or] [an Immediate Family Member] has reached his or her maximum point of recovery.

"Full-Time Employment" means actively working, for wages or profit, for one employer for at least [20, 25, 30, 35, 40] hours per week for at least 12 consecutive months prior to the date of the accidental Injury that caused the Disability.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

Felonious Assault Benefit

[We will pay a Felonious Assault benefit when an Insured Person sustains an Injury for which benefits are payable under the [Accidental Death Benefit,] [Accidental Dismemberment Benefit,] [Catastrophe Cash Benefit,] [Coma Benefit,] [Paralysis Benefit,] [or Total and Permanent Accidental Disability Benefit] resulting from a Felonious Assault that is:

- (1) not a moving violation as defined under the applicable state motor vehicle laws; and
- (2) not an act of an Immediate Family Member[, another Insured Person] or an individual who resides with an Insured Person.

The amount payable under this benefit is shown on the Benefit Schedule. Only one benefit is payable for all Injuries resulting from the same Felonious Assault.

"Felonious Assault" means any willful and unlawful physical assault by another person involving the use of force upon an Insured Person: (1) with the intent to cause bodily Injury to an Insured Person; and (2) that results in bodily harm to an Insured Person; and (3) that is a felony or a misdemeanor in the jurisdiction in which it occurs.]

[Funeral Expense Benefit]

[If an Insured Person sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury, We will pay a benefit amount, as shown in the Benefit Schedule, to help with customary funeral expenses such as services and materials provided by an undertaker, or a tombstone or plaque

The benefit will be paid to the person who provides proof they paid, or will pay, the funeral expenses.]

[Grief Counseling Benefit]

[If an Insured or an Insured Spouse sustains an Injury that results in death within [90, 120, 180, 365] days of the accident that caused the Injury and is survived by their spouse or Domestic Partner and/or Dependent Children, We will pay a benefit for counseling services received by the Insured Person's spouse or Domestic Partner, and/or Dependent Children within 1 year of an Insured's or Insured Spouse's accidental death.

Upon Our receipt of proof of payment for such counseling sessions, We will pay the amount shown on the Benefit Schedule per counseling session, limited to the maximum number of sessions shown on the Benefit Schedule for spouse or Domestic Partner and all Dependent Children combined.

The benefit will be paid to the person who provides proof they paid for the counseling services.]

[Homecare Benefit]

[(Not applicable to an Insured or Insured Spouse Age [70, 75, 80, 85] or older on the date of the accident).]

[If, as the result of an Injury, an Insured or Insured Spouse [becomes Totally and Permanently Accidentally Disabled] within [90, 120, 180, 365] days of the accident that caused the Injury [and] requires Continuous Care, We will pay the Insured or Insured Spouse a monthly Homecare benefit [beginning 30, 60, 90, 120, 180, 365, 730] days from the date of the disabling Injury], as shown below:

[A] [Continuous Care provided by Qualifying Family Member:

If Continuous Care is provided by a Qualifying Family Member, We will pay a benefit equal to [25% - 60%] of the Qualifying Family Member's Monthly Earnings up to [the Maximum Monthly Benefit Amount shown on the Benefit Schedule] [a maximum of [25% - 75%] of the monthly Total and Permanent Accidental Disability benefit an Insured or Insured Spouse is receiving.]

[B][Continuous Care provided by Homecare Provider:

If Continuous Care is provided by a Homecare Provider, We will pay a benefit equal to [the Maximum Monthly Benefit shown on the Benefit Schedule][[50%] of the

monthly Total and Permanent Accidental Disability Benefit an Insured or Insured Spouse is receiving.]

Homecare benefits for Continuous Care provided by either a Qualifying Family Member or a Homecare Provider will be payable [for the first [6, 12, 24, 50, 100] months an Insured or Insured Spouse receives [monthly Total and Permanent Accidental Disability benefits] [Continuous Care] but will end on][[until] the earliest of:

- (1) [the date an Insured or Insured Spouse ceases to be Totally and Permanently Accidentally Disabled;]
- (2) the date an Insured or Insured Spouse dies; or
- (3) the date the [Qualifying Family Member ceases to spend at least [20, 30, 40] hours per week][, or a] [Homecare Provider ceases to spend [10, 15, 20] hours per week.] to provide Continuous Care to an Insured or Insured Spouse for any reason.

We will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which We are liable when an Insured or Insured Spouse is under Continuous Care for less than a full month.

[Only one Homecare benefit, the largest, is payable for any one month an Insured or Insured Spouse receives Continuous Care, regardless of the number of [Qualifying Family Members] [or] [Homecare Providers] providing Continuous Care.]

"Continuous Care" means [at least [20, 30, 40] hours a week of care by a Qualifying Family Member] [or] [at least [10, 15, 20] hours a week by a Homecare Provider] at home for activities related to the physical life, health and safety of an Insured or an Insured Spouse which must include assisting with [two or more of the following: (1) bathing with sponge, bath or shower; (2) dressing; (3) toilet use (4) transferring (in and out of bed or chair); (5) urine and bowel continence; and (6) eating.

"Full-Time Employment" means actively working, for wages or profit, for one employer for at least [20, 25, 30, 35, 40] hours per week for at least 12 consecutive months prior to the date of the accidental Injury that caused the Total and Permanent Accidental Disability.

["Homecare Provider" means a licensed home health care professional or registered nurse, and not a Physician.]

["Monthly Earnings" means 1/12th of the base annual salary for the 12 months of employment immediately preceding resignation or a leave of absence to provide Continuous Care for an Insured or an Insured Spouse exclusive of overtime, bonuses, tips, commissions and special compensation. Monthly Earnings must be verified by submitting objective proof of earnings such as copies of paychecks, W-2's, 1099's, tax returns or statements from the employer.]

“Physician“ means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

[“Qualifying Family Member” means an Insured’s or Insured Spouse’s parent, spouse or Domestic Partner, sibling or child who is at least 18 years of Age, and who took an unpaid leave of absence or resigned from his or her Full-Time Employment to provide Continuous Care for an Insured or Insured Spouse.]

[“Total and Permanent Accidental Disability” means an Insured’s or an Insured Spouse’s inability, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation which will presumably prevent the Insured or Insured Spouse from performing such occupation for life.]

[“Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled” means that an Insured or an Insured Spouse:

- (1) has suffered any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or] [(g) Loss of Speech and Hearing in Both Ears; or] [(h) Loss of Speech or Hearing in Both Ears; or] [(i) Uniplegia;] and
- (2) [is permanently unable to perform the duties of any full-time or part-time occupation which will presumably prevent the Insured or Insured Spouse from performing such occupation for life.]

[“Loss of a Hand or Foot“ means complete severance at or above the wrists or ankle joints without subsequent reattachment.]

[“Loss of Sight in Both Eyes” means the entire and irrecoverable loss of sight in both eyes, which cannot be corrected by medical or surgical treatment or by artificial means.]

[“Loss of Hearing in Both Ears” means the entire and irrecoverable loss of the ability to hear in both ears.]

[“Loss of Speech” means total and irreversible loss of the ability to speak.]

“Hemiplegia” means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.

“Paraplegia” means the complete and irreversible Paralysis of both lower Limbs.

“Quadriplegia” means the complete and irreversible Paralysis of both upper and both lower Limbs.

[“Uniplegia” means the complete and irreversible Paralysis of one Limb.]]

In-Hospital Accident Daily Benefit

[If an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires confinement in a Hospital as an Inpatient, We will pay a benefit [for each day] [after 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, 60 day(s)] of Medically Necessary confinement due to that Injury[, retroactive to the first Day of Confinement]. No benefit is provided for [the first [2, 3, 4, 5, 6, 7, 8, 14, 30, 60] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is shown on the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Injury. It is payable [monthly] [weekly] up to the maximum number of days shown on the Benefit Schedule during any one Period of Confinement. Only one benefit is provided for any one Day of Confinement, regardless of the number of Injuries for which the confinement is required.

“Day(s) of Confinement” means a day of Hospital confinement as an Inpatient.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.’s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day’s room and board is charged by the Hospital unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary” means that a covered medical service is:

- (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Period of Confinement” means a period of consecutive days of confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

“Physician,” as used in this benefit, means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[In-Hospital Accident Single Payment Benefit]

[If an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires confinement in a Hospital as an Inpatient, We will pay a benefit [after 30, 60, 90, 120, 150, 180, 365] consecutive Medically Necessary Days of Confinement due to that Injury. No benefit is provided if an Insured Person is confined for less than [30, 60, 90, 120, 150, 180, 365] consecutive Medically Necessary Days of Confinement. The amount of the benefit is shown in the Benefit Schedule. The benefit is payable in one lump sum. [The benefit is payable only once during an Insured Person’s lifetime.]

“Day(s) of Confinement” means a day of Hospital confinement as an Inpatient.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.’s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other

section of the Hospital that is used for such purposes.

“Inpatient” means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day’s room and board is charged by the Hospital unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary” means that a covered medical service is:

- (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Physician“, means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[In-Hospital Sickness Daily Benefit]

[Coverage under this benefit does not apply to Sickness which occurs after the Insured Person attained Age [65, 70, 75, 80].]

[If, after the Insured Person has been covered under this certificate for at least [6-36] consecutive months,]an Insured Person sustains a Sickness that requires confinement in a Hospital as an Inpatient, We will pay a benefit after [1, 2, 3, 4, 5, 6, 7, 8, 14, 30, 60] consecutive day(s) of Medically Necessary confinement due to that Sickness [, retroactive to the [first] Day of Confinement]. No benefit is provided for [the first [2, 3, 4, 5, 6, 7, 8, 14, 30, 60] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is shown on the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Sickness. The benefit is payable [monthly, weekly] up to the maximum number of days shown on the Benefit Schedule during any one Period of Confinement. [For any one Day of Confinement, only the largest of the In-Hospital Accident and In-Hospital Sickness Daily Benefit for which the Insured Person qualifies will be paid.] Once the maximum has been reached, no benefits are payable for any additional confinements due to Sickness for an Insured Person’s lifetime.

[Pre-Existing Condition Limitation. Benefits are not payable in connection with a Pre-Existing Condition within the initial [6, 12, 24] consecutive months from the effective

date of the Insured Person's coverage or effective date of reinstatement under this certificate.

"Pre-Existing Condition" means a condition for which the Insured Person received or had medical treatment, advice or diagnostic tests either for that same condition or a related condition within the [6, 12, 24] month period immediately prior to the effective date.]

"Day(s) of Confinement" means a day of Hospital confinement as an Inpatient.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Inpatient" means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day's room and board is charged by the Hospital unless that person is confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

"Medically Necessary" means that a covered medical service is:

- (1) essential for diagnosis, treatment or care of the Sickness for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

"Period of Confinement" means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.

"Sickness" means an illness or disease which is diagnosed or treated by a Physician [after the effective date of coverage under this certificate].

Any exclusion within the Exclusions section regarding bodily or mental infirmity, illness or disease is waived for this benefit.]

[In-Hospital Sickness Single Payment Benefit]

[Coverage under this benefit does not apply to Sickness which occurs after an Insured Person attained Age [65, 70, 75, 80].]

[If, after an Insured Person has been covered under this certificate for at least [6-36] consecutive months,] an Insured Person sustains a Sickness that requires confinement in a Hospital as an Inpatient, We will pay a benefit after [30, 60, 90, 120, 150, 180] consecutive days of Medically Necessary confinement due to that Sickness]. No benefit is provided if an Insured Person is confined for less than [30, 60, 90, 120, 150, 180] consecutive Medically Necessary Days of Confinement. The amount of the benefit is shown on the Benefit Schedule. The benefit is payable in one lump sum. The benefit is payable only once during an Insured Person's lifetime.

[Pre-Existing Condition Limitation. Benefits are not payable in connection with a Pre-Existing Condition within the initial [6, 12, 24] consecutive months from an Insured Person's effective date of coverage or effective date of reinstatement under this certificate.

"Pre-Existing Condition" means a condition for which an Insured Person received or had medical treatment, advice or diagnostic tests either for that same condition or a related condition within the [6, 12, 24] month period immediately prior to the effective date.]

"Day(s) of Confinement" means a day of Hospital confinement as an Inpatient.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day’s room and board is charged by the Hospital unless that person is confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary” means that a covered accident medical service is: (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Sickness” means an illness or disease which is diagnosed or treated by a Physician [after the effective date of coverage under this certificate].

Any exclusion within the Exclusions section regarding bodily or mental infirmity, illness or disease is waived for this benefit.]

[Intensive Care Unit Benefit]

[If an Insured Person sustains an Injury that within [90, 120, 180, 365] days of the date of the accident that caused the Injury results in confinement in an Intensive Care Unit] [If benefits are payable for an Insured Person under the In-Hospital [Accident] [or] [Sickness] [Daily] [or] [Single Payment] Benefit, and the Insured Person becomes confined in an Intensive Care Unit], We will pay a benefit in the amount shown on the Benefit Schedule for each Day of Confinement in and charged for an Intensive Care Unit. For each Period of Confinement, the Intensive Care Unit benefit is payable for up to the maximum number of days shown on the Benefit Schedule.

Only one daily benefit is provided for any one day of Intensive Care Unit confinement, regardless of the number of [Sicknesses] [or] [Injuries] for which confinement is required.

Once the maximum benefit amount shown on the Benefit Schedule is reached no additional Intensive Care Unit benefits will be payable during the Insured Person’s lifetime.

“Day(s) of Confinement” means a day of ICU confinement as an Inpatient.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.’s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” as used in this benefit means a person:

- (1) who is confined to an ICU as a registered bed patient; and
- (2) for whom at least one day’s room and board is charged by the ICU unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Intensive Care Unit (ICU)” means a specifically designated facility in the Hospital that provides the highest level of medical care and that is restricted to those patients who are critically ill or injured. Such facilities must be separate and apart from the surgical recovery room and from rooms, beds, and wards customarily used for patient confinement. The ICU must be permanently equipped with special lifesaving equipment for the care of the critically ill or injured, and the patients must be under constant and continual observation by the nursing staffs assigned exclusively to the ICU on a full-time basis. These units must be listed as Intensive Care Units in the current edition of the American Hospital Association Guide or be eligible to be listed therein. This guide lists three types of facilities that meet this definition: (1) Intensive Care Units; (2) Cardiac Intensive Care Units, and (3) Infant (Neonatal) Intensive Care Units.

“Period of Confinement” means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered

to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

["Sickness" means an illness or disease which is diagnosed or treated by a Physician [after the effective date of coverage under this certificate].]

[Medical Evacuation Benefit]

[If, as a result of an Injury, an Insured Person requires air transport to a Hospital or Satellite Emergency Center while the Insured Person is outside [a 100 mile radius from his or her current place of primary residence] [the United States], We will pay a benefit equal to the lesser of the incurred costs for such air transport or the amount shown in the Benefit Schedule.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

"Physician" means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.

"Satellite Emergency Center" means a licensed facility providing outpatient care under the direction of a licensed Physician on a 24-hour basis. Available services must include:

- (1) diagnostic care, including laboratory services and diagnostic x-rays; and
- (2) treatment or medical care, including availability of the means for stabilization of emergency medical conditions.

A Satellite Emergency Center does not include a Hospital or an office maintained by a licensed Physician or Dentist for the practice of medicine or dentistry.]

[Paralysis Benefit]

[If an Insured Person sustains an Injury that within [90, 120, 180, 365] days of the date of the accident that caused the Injury, results in any one of the types of Paralysis specified below, We will pay the percentage of the Maximum Amount shown in the Benefit Schedule where the percentage is determined by the type of Paralysis as follows:

Type of Paralysis	Percentage of Maximum Amount
[Quadriplegia]	[100%]
[Paraplegia]	[50,75,100]%]
[Hemiplegia]	[50,75,100]%]
[Uniplegia]	[25%]

["Quadriplegia" means the complete and irreversible Paralysis of both upper and both lower Limbs.]

["Paraplegia" means the complete and irreversible Paralysis of both lower Limbs.]

["Hemiplegia" means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.]

["Uniplegia" means the complete and irreversible Paralysis of one Limb.]

["Limb" means the entire arm or entire leg, including the hand and foot.]

The Paralysis must continue for [6, 12, 24] months before the benefit will be paid.

If an Insured Person sustains more than one type of Paralysis as a result of the same accident, only one amount, the largest, will be paid. Once the Maximum Amount shown on the Benefit Schedule is paid, no benefits are payable for any additional Paralysis resulting from an Injury sustained during an Insured Person's lifetime.]

[[Physician's] [or] [Dentist's] Office Visit Benefit]

[If [, after an Insured Person has been covered under this certificate for [1, 2, 3, 6, 12] consecutive months] the Insured Person visits a [Physician's] [or] [Dentist's] office for [[Routine Well Care] [or] [treatment of] [an Injury] [or] [Sickness]] while coverage is in force, We will pay a benefit equal to the per visit benefit amount shown in the Benefit Schedule, subject to the [maximum [and combined maximum] number of visits] [and the] [maximum [and combined maximum] benefit amount] shown in the Benefit Schedule. [No benefit is payable if an Insured Person does not incur a [Physician's] [or] [Dentist's] office visit fee for which the Insured Person has no recourse to partial or full reimbursement by other insurance or settlements.] [The [lifetime maximum number of visits] [and] [lifetime maximum benefit amount] [is] [are] shown in the Benefit Schedule.]

No benefit is payable for elective, cosmetic, or related procedures.

No benefits will be paid for any visit[, [Injury] [or] [Sickness] [or] [for any visit scheduled]] during the first [1, 2, 3, 6, 12] consecutive months of an Insured Person's coverage.]

[Coverage under this benefit ends on [the earlier of:] [(1)] the date the [lifetime maximum number of visits [or] the lifetime maximum benefit amount] shown in the Benefit Schedule is met;] [or] [(2)] [(12-60) months] from the effective date of an Insured Person's coverage under this benefit.]]

[“Dentist” means a legally qualified Dentist who:

- (1) is licensed by the jurisdiction in which he or she practices; and
- (2) performs services within the scope of his or her license.

A Dentist may not be: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

[“Physician“ means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person's Immediate Family Member; or (3) retained by the Plan Sponsor.]

[“Routine Well Care” means a physical examination, appropriate immunization or treatment. Service must be under the supervision of or recommended by a [Physician] [or] [Dentist].]

[“Sickness” means an illness or disease which is diagnosed or treated by a Physician [after the effective date of coverage under this certificate].]

The exclusions contained in the Exclusions section of this certificate are waived for this benefit.]

[Recuperation Accident Daily Benefit]

[If an Insured Person sustains an Injury that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires confinement in a Hospital as an Inpatient, We will pay a benefit [for each day] [after 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, 60 day(s)] of Medically Necessary confinement due to that Injury[, retroactive to the first Day of Confinement]. No benefit is provided for [the first [2, 3, 4, 5, 6, 7, 8, 14, 30] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is equal to 100% of the daily Maximum Amount shown for the Recuperation Accident Daily Benefit in the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Injury up to the maximum number of days shown for the Recuperation Accident Daily Benefit in the Benefit

Schedule during any one Period of Confinement. The benefit is payable in one lump sum upon the Insured Person's discharge from the Hospital. Only one benefit is provided for any one Day of Confinement, regardless of the number of Injuries for which the confinement is required. In no event will benefits be paid beyond the maximum number of days shown in the Benefit Schedule regardless of the length of confinement or the number of Periods of Confinement due to Injury. [Once the maximum benefit amount shown on the Benefit Schedule has been reached, no additional benefits are payable under this benefit during the Insured Person's lifetime.]

“Day(s) of Confinement” means a day of Hospital confinement as an Inpatient.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day's room and board is charged by the Hospital unless the Insured Person is confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary” means that confinement as an Inpatient in a Hospital is:

- (1) essential for the diagnosis, treatment and care of the Injury for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Period of Confinement” means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered

to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

“Physician“ means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Recuperation Sickness Daily Benefit]

[Coverage under this benefit does not apply to Sickness which occurs after an Insured Person attained Age [65, 70, 75, 80].]

[If an Insured Person sustains a Sickness that requires confinement in a Hospital as an Inpatient, We will pay a benefit [for each day] [after 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, 60 day(s)] of Medically Necessary confinement due to that Sickness[, retroactive to the first Day of Confinement]. No benefit is provided for [the first [2, 3, 4, 5, 6, 7, 8, 14, 30] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is equal to 100% of the daily Maximum Amount shown for the Recuperation Sickness Daily Benefit in the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Sickness up to the maximum number of days shown for the Recuperation Sickness Daily Benefit in the Benefit Schedule during any one Period of Confinement. The benefit is payable in one lump sum upon the Insured Person’s discharge from the Hospital. Only one benefit is provided for any one Day of Confinement, regardless of the number of Sicknesses for which the confinement is required. In no event will benefits be paid beyond the maximum number of days shown in the Benefit Schedule regardless of the length of confinement or the number of Periods of Confinement due to Sickness. [Once the maximum benefit amount shown on the Benefit Schedule has been reached, no additional benefits are payable under this benefit during the Insured Person’s lifetime.]

[Pre-Existing Condition Limitation. Benefits are not payable in connection with a Pre-Existing Condition within the initial [6,12,24] consecutive months from an Insured Person’s effective date of coverage or effective date of reinstatement under this certificate.

“Pre-Existing Condition” means a condition for which an Insured Person received or had medical treatment, advice or diagnostic tests either for that same condition or a related condition within the [6, 12, 24] month period immediately prior to the effective date of the coverage.]

“Day(s) of Confinement” means a day of Hospital confinement as an Inpatient.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.’s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” means a person:

- (1) who is confined to a Hospital as a registered bed patient; and
- (2) for whom at least one day’s room and board is charged by the Hospital unless the Insured Person is confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary” means that confinement as an Inpatient in a Hospital is:

- (1) essential for the diagnosis, treatment and care of the Sickness for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Period of Confinement” means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

“Physician“ means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Sickness” means an illness or disease which is diagnosed or treated by a Physician [after the effective date of coverage under this certificate].

[Any exclusion within the Exclusions section regarding bodily or mental infirmity, illness or disease is waived for this benefit.]]

[Repatriation of Remains Benefit]

[If an Insured Person sustains an Injury that within [90, 120, 180, 365] days of the date of the accident that caused the Injury results in death while at least 75 miles from the Insured Person's current place of primary residence, We will pay a benefit in the amount shown on the Benefit Schedule for the preparation and transport of the Insured Person's body.

Proof must be provided that someone has, or will, use this benefit for the preparation and transport specified and the benefit will be payable to such person.]

[Return of Premium Benefit]

The Return of Premium Benefit will be payable when We receive proof satisfactory to Us that an Insured died and no benefit is payable under this certificate as a result of the Insured's death. All payments by Us are payable at Our home office. Proof of any claim must be submitted in writing to Our home office.

The Return of Premium Benefit will be paid in a lump sum to the Insured's beneficiary. We will pay interest on the Return of Premium Benefit from the date of the Insured's death until the date of payment. Interest will be at an annual rate determined by Us, but never less than the greater of 4% or the minimum percentage as required by state law.

The amount of the Return of Premium Benefit will be the sum total of [all] the monthly premiums the Insured has paid under this certificate.] [for the [1, 3, 5] years of coverage prior to the Insured's death.]

[Seatbelt [and Air Bag] Benefit]

[If an Insured Person sustains an Injury that within [90, 120, 180, 365] days of the date of the accident that caused the Injury results in [dismemberment] [or] [death] while driving or riding in a Private Passenger Vehicle, We will pay a benefit equal to the amount shown in the Benefit Schedule.

In order to be eligible for this benefit, the following must apply:

- [(1)]** An [Accidental Dismemberment] [or] [Accidental Death] benefit must be payable under this certificate[; and]
- [(2)]** the Private Passenger Vehicle was equipped with Seatbelts; and
- [(3)]** a Seatbelt was in proper use by the Insured Person at the time of the accident as certified in the official accident report or by the investigating officer[; and]

- [(4)]** the seat in which the Insured Person was seated was equipped with a properly installed Air Bag at the time of the loss].

"Seatbelt" means a properly installed seatbelt (or child restraint if the Insured Person is a child), lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration or any successor governmental agency.

"Private Passenger Vehicle" means a validly registered four-wheeled private passenger car, jeep, pickup truck or van, including a sport utility vehicle (SUV), that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

["Air Bag" means a passive restraint device in a Private Passenger Vehicle which inflates upon collision to protect an individual from Injury or death.]]

[Simultaneous In-Hospital Accident Daily Benefit]

[If an Insured Person and an Insured Person's spouse or Domestic Partner each sustain an Injury from the same accident that, within [90, 120, 180, 365] days of the date of the accident that caused the Injury, requires both to be confined in a Hospital as Inpatients at the same time, We will pay a benefit [for each day] [after 1, 2, 3] day(s) of Medically Necessary confinement due to that Injury [, retroactive to the first Day of Confinement]. No benefit is provided for [the first [1, 2, 3] Day(s) of Confinement or for] any Day(s) of Confinement that are not Medically Necessary. The amount of the benefit is shown on the Benefit Schedule per day of Medically Necessary Inpatient confinement due to that Injury. The benefit is payable [monthly] [weekly] up to the maximum number of days shown on the Benefit Schedule during any one Period of Confinement.

Only one benefit is provided for any one Day of Confinement, regardless of the number of Injuries for which the confinement is required and regardless of the number of people confined.

"Day(s) of Confinement" means a day of Hospital confinement as an Inpatient.

"Hospital" means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Inpatient” means a person:

- (1) who is confined in a Hospital as a registered bed patient; and
- (2) for whom at least one day’s room and board is charged by the Hospital unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

“Medically Necessary” means that confinement as an Inpatient in a Hospital is:

- (1) essential for the diagnosis, treatment and care of the Injury;
- (2) in accordance with generally accepted standards of medical practice; and
- (3) ordered by a Physician.

“Period of Confinement” means a period of consecutive Days of Confinement as an Inpatient. However, successive confinements as an Inpatient are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least [60, 90, 120] days.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) the Insured Person; (2) the Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

[Temporary Total Disability Accident Benefit]

[Coverage under this benefit ends on the date an Insured Person attains Age [60, 64, 65, 70].

[Subject to the Limitation Due to Multiple Insurance Coverage, listed in the Limitations section,] [if] [If], as a result of an Injury, an Insured Person is rendered Temporarily Totally Disabled within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and if the Temporary Total Disability due to that Injury continues for [1, 3, 6, 12, 24] consecutive months, We will pay a monthly benefit equal to 100% of the Temporary Total Disability Accident Maximum Amount shown in the Benefit Schedule. The benefit is payable as long as the

Insured Person remains continuously Temporarily Totally Disabled due to that Injury, but ceases on the earliest of:

- (1) [an Insured Person’s [55th, 60th, 64th, 65th, 70th] birthday, at which time the coverage ends]; or
- (2) the date the Insured Person ceases to be Temporarily Totally Disabled due to that Injury; or
- (3) the date the Insured Person dies; or
- (4) the date this benefit has been paid for the maximum number of payments as shown in the Benefit Schedule; or
- (5) the date the lifetime Maximum Amount has been paid as shown in the Benefit Schedule.]

We will pay benefits calculated at the rate of 1/30th of the monthly benefit for each day for which We are liable when the Insured Person is Temporarily Totally Disabled for less than a full month. Only one benefit is provided for any one month of Temporary Total Disability, regardless of the number of Injuries causing the Temporary Total Disability or the number of losses incurred.

[Benefit Offsets. The Temporary Total Disability Benefit will be reduced by amounts paid to the Insured Person, due to the same Temporary Total Disability, under any of the following: [other group insurance plans;] [salary continuance, accumulated sick leave;] [wage benefits under Worker’s Compensation and similar laws;] [state statutory Disability benefit laws].]

[Recurrent Disability. Recurrent periods of Temporary Total Disability, due to the same or a related Injury, will be considered one period of Temporary Total Disability if separated by less than [90, 180] consecutive days of return to any full time work.

Physician“ means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.

“Temporarily Totally Disabled, Temporary Total Disability” means: (1) [Disability that prevents an Insured Person from performing the material and substantial duties of an Insured Person’s own occupation] [Disability that prevents an Insured Person from performing the material and substantial duties of any occupation on a full-time or part-time basis for which an Insured Person is qualified by reason of education, training or experience.]; and (2) requires that an Insured Person is under the supervision of a Physician.]

[Total and Permanent Accidental Disability Benefit]

[Coverage under this benefit ends on the date an Insured Person attains Age [55, 60, 64, 65, 70].]

[Upon receipt of proof satisfactory to Us that an Insured Person sustained a Total and Permanent Accidental

Disability, [prior to Age [55, 60, 64, 65, 70]], as a result of an Injury within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and the Total and Permanent Accidental Disability has existed continuously for at least [1, 3, 6, 12, 24] months, [a monthly] [a lump sum] benefit amount, as shown in the Benefit Schedule, will be payable.

[Monthly payments, if applicable, will continue until the earliest of:

- (1) [an Insured Person's [55th, 60th, 64th, 65th, 70th] birthday, at which time the coverage ends]; or
- (2) the date an Insured Person recovers and is no longer Totally and Permanently Accidentally Disabled]; or
- (3) the date the maximum number of payments, shown in the Benefit Schedule, have been paid; or
- (4) the date an Insured Person fails to furnish proof of continued Disability when requested or refuses to submit to a required medical examination; or
- (5) the date of an Insured Person's death.]

If an Accidental Death Benefit is payable under this certificate, the amount of such benefit will be reduced by the amount of insurance paid under this Total and Permanent Accidental Disability Benefit.

In no event will the amount payable under this benefit exceed the lifetime Maximum Amount shown in the Benefit Schedule.

The Total and Permanent Accidental Disability must occur while an Insured Person's coverage is in force.

[“Total and Permanent Accidental Disability” means an Insured Person's inability, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation which will presumably prevent the Insured Person from performing such occupation for life.]

[“Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled” means that an Insured Person:

(1) has sustained any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or (c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or]] [(g) Loss of Speech and Hearing in Both Ears; or]] [(h) Loss of Speech or Hearing in Both Ears; or]] [(i) Uniplegia;] and

(2) [is permanently unable to perform the duties of any full-time or part-time occupation which will presumably prevent an Insured Person for life from performing such occupation.]

[“Loss of a Hand or Foot“ means complete severance at or above the wrists or ankle joints without subsequent reattachment.

“Loss of Sight in Both Eyes” means the entire and irrecoverable loss of sight in both eyes, which cannot be corrected by medical or surgical treatment or by artificial means.

“Loss of Hearing in Both Ears” means the entire and irrecoverable loss of the ability to hear in both ears. “Loss of Speech” means total and irreversible loss of the ability to speak.

“Hemiplegia” means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.

“Paraplegia” means the complete and irreversible Paralysis of both lower Limbs.

“Quadriplegia” means the complete and irreversible Paralysis of both upper and both lower Limbs.

“Uniplegia” means the complete and irreversible Paralysis of one Limb.]

[Travel Care Benefit]

[If an Insured Person is confined to a Hospital for longer than [7, 10, 14] days as the result of an accidental Injury incurred while traveling outside a 100 mile radius of the Insured Person's current place of primary residence, We will pay a benefit in the amount shown on the Benefit Schedule to:

- (1) return the Insured Person's Dependent Child(ren), under Age 18, or one companion, who were traveling with the Insured Person, back home; or
- (2) for one person to visit the Insured Person during such confinement in a Hospital.

Proof must be provided that someone has, or will, use this benefit for the travel specified.

“Hospital” means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more Physicians.

A Hospital does not include:

- (1) a nursing, extended care, rehabilitation, hospice or geriatric facility; or
- (2) a facility which is a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes.

“Physician“ means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) an Insured Person; (2) an Insured Person’s Immediate Family Member; or (3) retained by the Plan Sponsor.]

Waiver of Premium Benefit

Coverage under this benefit ends on the date an Insured Person attains Age [55, 60, 64, 65, 70].]

[If, while under Age [55, 60, 64, 65, 70], and as a result of an Injury, an Insured Person becomes Totally and Permanently Accidentally Disabled within [90, 120, 180, 365] days of the date of the accident that caused the Injury, and the Total and Permanent Accidental Disability has existed continuously for at least [6, 9, 12, 24] months, the Insured Person’s insurance will be continued in force without payment of premium during the uninterrupted continuance of the Total and Permanent Accidental Disability. The Insured Person must continue premium payments during the [6, 9, 12, 24] month waiting period. Insurance continued under this benefit will include only insurance amounts and benefits which are in force on the date of the onset of the Insured Person’s Total and Permanent Accidental Disability. [However, additional Dependents may become insured under this certificate while the Insured Person is Totally and Permanently Accidentally Disabled, provided additional premium would not otherwise be required.]

The waiver of premium will cease on the earliest of:

- (1) the date the Insured Person is no longer Totally and Permanently Accidentally Disabled; or
- (2) the date the Insured Person fails to submit the required proof of continuous Disability; or
- (3) the date the Insured Person fails to submit to any physical examination; or
- (4) the date the Insured Person attains Age [55, 60, 64, 65, 70]; or
- (5) the date of the Insured Person’s death; or
- (6) the date the certificate terminates.

“Dependent” means an Insured Person’s spouse or Domestic Partner, or Dependent Child.

[“Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled” means an Insured Person’s permanent and complete inability, as the result of an accidental Injury, to perform the duties of any full-time or part-time occupation and which will presumably prevent the Insured Person for life from performing any occupation.]

[“Total and Permanent Accidental Disability, Totally and Permanently Accidentally Disabled” means that an Insured Person:

- (1) has sustained any of the following: (a) Loss of Both Hands or Feet; or (b) Loss of One Hand and One Foot; or

(c) Quadriplegia; or (d) Paraplegia; or (e) Hemiplegia; [or] [(f) Loss of Sight in Both Eyes; [or] [(g) Loss of Speech and Hearing in Both Ears; or] [(h) Loss of Speech or Hearing in Both Ears; or] [(i) Uniplegia;] and

(2) [is permanently unable to perform the duties of any full-time or part-time occupation and which will presumably prevent the Insured Person from performing such occupation for life.]

[“Loss of a Hand or Foot“ means complete severance at or above the wrists or ankle joints without subsequent reattachment.]

[“Loss of Sight in Both Eyes” means the entire and irrecoverable loss of sight in both eyes, which cannot be corrected by medical or surgical treatment or by artificial means.]

[“Loss of Hearing in Both Ears” means the entire and irrecoverable loss of the ability to hear in both ears.]

[“Loss of Speech” means total and irreversible loss of the ability to speak.]

“Hemiplegia” means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.

“Paraplegia” means the complete and irreversible Paralysis of both lower Limbs.

“Quadriplegia” means the complete and irreversible Paralysis of both upper and both lower Limbs.

[“Uniplegia” means the complete and irreversible Paralysis of one Limb.]]

Weekly Accident Benefit

[Subject to the Limitation Due to Multiple Insurance Coverage, listed in the Limitations section,] [if] [If], as a result of an Injury, an Insured Person is rendered Totally Disabled within [90, 120, 180, 365] days of the date of the accident that caused the Injury, We will pay a benefit after [1, 3, 7, 14, 30, 60, 90, 180] day(s) of the Total Disability due to that Injury in any one Period of Disability [retroactive to the first day of Total Disability in that Period of Disability]. [No benefit is provided for the first [1, 3, 7, 14, 30, 60, 90, 180] day(s) of Total Disability in that Period of Disability.]

The amount of the benefit per week is [the lesser of: (1) the weekly Maximum Amount shown for the Weekly Accident Benefit in the Benefit Schedule; [or (2) [50, 66, 2/3, 75]% of Weekly Earnings.] The benefit is payable weekly so long as the Insured Person remains Totally Disabled due to the Injury and so long as the number of payments made in relation to this benefit over the lifetime of this certificate does not exceed the maximum number of weeks shown for the Weekly Accident Benefit in the Benefit Schedule.

We will pay benefits calculated at a rate of 1/7th of the weekly benefit for each day of Total Disability for which We are liable when the Insured Person is Totally Disabled for less than a full week. Only one benefit is provided for any one day of Total Disability, regardless of the number of Injuries causing the Total Disability.

If the Insured Person returns to perform the material and substantial duties of his or her Occupation for any employer on a full or part-time basis, the Insured Person may return to Total Disability status if: (1) the Insured Person has not been back to work for longer than [30] days; and (2) the Insured Person is again Totally Disabled due to the same Injury which caused the original Total Disability.

Periods of Total Disability separated by less than 30 consecutive days will be considered one period of Total Disability unless due to separate and unrelated causes. We reserve the right (as often as We may reasonably require) to determine, on the basis of all the facts and circumstances, that the Insured Person is Totally Disabled, including, but not limited to, requiring an independent medical examination provided at Our expense.

Coordination with Other Income Benefits. The amount of the Weekly Accident Benefit will be reduced, if necessary, so that the sum of the Weekly Accident Benefit plus all Other Income Benefits to which the Insured Person is entitled for that week does not exceed [75, 100]% of the Insured Person's Weekly Earnings. If the sum of all Other Income Benefits equals or exceeds [75, 100]% of the Insured Person's Weekly Earnings, no Weekly Accident Benefit is payable for that week. If any Other Income Benefits are payable on a basis other than weekly, We will calculate the equivalent weekly payment and reduce each Weekly Accident Benefit accordingly.

Facility of Payment. A payment made under another disability plan may include an amount which should have been paid under this benefit. If it does, We may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under this benefit. We will not have to pay that amount again.

Right of Recovery. If the amount of the payments made by Us is more than it should have paid under the Coordination with Other Income Benefits provision, We may recover the excess from one or more of: (1) the beneficiary or Insured Person ; (2) insurance companies; or (3) other organizations.]

"Occupation" means the occupation, job or work the Insured Person performed at the time of the accident causing the Injury for which benefits are claimed under this benefit.

["Other Disability Plan(s)" means: (1) any salary continuation or disability plan provided through the Insured Person's employer; (2) any group or blanket disability plan (other than this benefit) or like plan for persons in a group; (3) any Worker's Compensation Act or similar law; or (4) the United States Social Security Act including SSDI, SSI, SS Retirement, Railroad Retirement Act, PERA or any similar plan or act.

"Other Income Benefits" means any amounts that would be provided because of the Insured Person's inability to work due to the Injury for which benefits are claimed under this benefit under Other Disability Plans, whether or not claim is made. However, if any Other Disability Plan has a provision to reduce its payments because of weekly accident benefits under this certificate, and if this certificate has covered the Insured Person longer than that Other Disability Plan has, that Other Disability Plan's benefits will not be considered Other Income Benefits.]

"Period of Disability" means a period of consecutive days of continuous Total Disability.

"Totally Disabled, Total Disability" means that an Insured Person is unable to perform the material and substantial duties of his or her Occupation for any employer on a full-time or part-time basis.

["Weekly Earnings" means the Insured Person's base Weekly Earnings in his or her Occupation at the time of the accident causing the Injury for which benefits are claimed under this benefit. Base Weekly Earnings will be averaged over the preceding four week period prior to the date of the accident causing the Injury, but not including the week of the Injury. Overtime, bonuses, tips, commissions, reimbursements and special compensation are not included.]]

Payment of Benefits

[Upon receipt of satisfactory written proof of death, if a benefit is payable under this certificate, it will be payable to Your beneficiary.

The benefit will be paid in a single sum. We will pay interest on the benefit from the date of Your death until the date of payment. Interest will be at an annual rate determined by Us, but never less than the greater of 4% or the minimum percentage required by state law.]

[Upon receipt of due written proof of loss, payments for all losses[, except loss of life,] will be made to You unless the certificate specifies otherwise. Any accrued benefits unpaid at Your death will be paid to Your estate.]

Benefits payable under this certificate for any loss other than loss for which this certificate provides any periodic payment will be paid immediately upon Our receipt of due written proof of the loss. Subject to Our receipt of written proof of loss, all accrued benefits for loss for which the certificate provides periodic payments will be paid at the

end of each month during the continuance of the period for which We are liable and any balance remaining unpaid upon termination of liability will be paid immediately.

All payments by Us are payable at Our home office. Proof of any claim under this certificate is the responsibility of the claimant and must be submitted in writing to Our home office.

[Beneficiaries]

[You may name one or more beneficiaries. If there is more than one beneficiary, each will receive an equal share, unless You have requested another method in writing. In the event a beneficiary is not living at time of Your death, that beneficiary's portion of the benefit shall be equally distributed to the remaining surviving beneficiaries. In the event of simultaneous deaths of You and a beneficiary, the benefit will be paid as if You survived the beneficiary.]

If there is no beneficiary who survives You, or if You do not name a beneficiary, We will pay the benefits to Your lawful spouse or Domestic Partner; otherwise to the duly appointed representative of Your estate.

You can file a written request with Us [or Our designated Plan Administrator] to change the beneficiary. Your written request will not be effective until it is recorded in Our home office records. After it has been so recorded, it will take effect as of the date You sign the request. If You die before the request has been so recorded, the request will not be effective as to those benefits We have paid before Your request was so recorded.

You may also choose to name a beneficiary that You cannot change without the beneficiary's consent. This is known as an irrevocable beneficiary.]

Notice of Claim

Notice of claim must be given within 60 days after the occurrence or commencement of any loss covered under this certificate. The notice of claim must be in writing and contain enough information for Us to identify the Insured Person. The notice of claim must be given to Our authorized agent, [Our designated Plan Administrator] or sent to Our home office in St. Paul, Minnesota.

Our investigation of a claim, Our furnishing of claim forms, or Our acceptance of the notice of claim and proof of loss will not operate as a waiver of any of Our rights to defend any claim arising under this certificate. No action at law or in equity will be brought to recover on this certificate prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this certificate. No such action will be brought after the expiration of [3] years after the time written proof of loss is required to be furnished.

Claim Forms

When We receive the notice of claim We will furnish the forms needed to file the proof of loss. If We do not furnish these forms within 15 days of the date We receive the notice of claim, You may submit Your own proof of loss. The proof of loss must be in writing and cover the occurrence, character, and extent of the loss. We will also advise You if additional information beyond the claim forms is necessary to satisfy the proof of loss requirements under this certificate.

Proof of Loss

Written proof of loss must be given within one year after the occurrence of any loss covered by this certificate. If the loss is one for which the certificate requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as We may reasonably require. Failure to furnish proof of loss within the term required will not invalidate or reduce the claim if it was not reasonably possible for proof to be given within that time. However, proof of loss must be furnished as soon as reasonably possible.

[Certain facts are needed to administer any coordination with other income benefits provisions. We have the right to decide which facts are required. Each person claiming benefits under the [Accident Medical Expense Benefit,] [Temporary Total Disability Accident Benefit] [, or Weekly Accident Benefit] must give Us any facts We need to review the claim, provide consent to obtain additional information as needed and cooperate with Us in Our processing of the claim.]

Premiums

[Premium Due Date

Premiums are due under this certificate on an annual, semi-annual, quarterly or monthly basis based on the payment method selected by You and accepted by the Plan Sponsor. Each premium payment will pay for the insurance then in effect under this certificate.

[Your first premium is due on the first day of the month after your coverage has been effective for [30, 60, 90] days.] The first premium due date is shown on the Benefit Schedule.

Premium Payment Method

The Plan Sponsor will make the initial determination whether the Plan Sponsor will collect the premium and remit it to [Us] [the Plan Administrator] or whether You will make premium payments directly to [Us] [the Plan Administrator]. Such premiums are to be paid in United States dollars.

Grace Period

This certificate has a 31-day grace period. If a premium is not paid on or before the date it is due, it may be paid during the following 31-day period following the due date. The premium payment, however, must be received in Our home office within the 31-day grace period. Your

certificate will continue in force during the 31-day grace period. This grace period does not apply to the first premium payment.

Premium Rate Change

We have the right to change the premium rates on any premium due date but not more than once in each certificate year. Premiums may be paid up to 11 months in advance.

Premium Refunds

If Your coverage terminates at a time when there is unearned premium, We will refund any unearned premium.]

[If You are insured under the Noncontributory Plan the Plan Sponsor is responsible for making all required premium payments due for the Noncontributory Plan [for the term of the Noncontributory Plan shown on the Benefit Schedule].]

Termination

Your [accident] [and] [sickness] insurance will terminate on the earliest of:

- (1) the date You are no longer eligible;
- (2) the last day for which premiums have been paid following notice of the termination of the group policy;
- (3) 31 days after the due date of any premium which is not paid;
- (4) the date We receive Your written request to terminate this insurance.

Insurance terminated for nonpayment of premiums may be reinstated, while You are living, and within 31 days following the date of termination. No evidence of insurability will be required during this 31-day period. Subject to the limitations of this certificate, termination of Your coverage will have no effect on any claim which arises as a result of a loss occurring prior to the date of termination.

Additional Information

Misstatement of Age

If Your Age has been misstated, the amount of the benefit payable under this certificate will be that amount which the premiums paid would have purchased based on Your correct Age. If We determine that You were not eligible for coverage under this certificate, due to Your Age, Our liability under this certificate is limited to an amount equal to the premiums You paid.

Incontestability

After Your coverage has been in force during Your lifetime for two years from the issue date of Your coverage, We cannot contest the original issuance of Your coverage for any loss that is incurred more than two years after the issue date, except for the nonpayment of premiums.

Right to Examine

We retain the right to have the Insured Person medically examined at Our own expense. We have the right and opportunity to examine the Insured Person as often as it may reasonably be required while a claim is being considered or paid.

State Notices and Provisions

[The following applies to **Alaska** residents:

1. **Exclusion** (5) is replaced with the following:

(5) the use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless administered on the advice of a physician;

[2. Wherever referenced in this certificate, “**Usual and Customary Charge(s)**” means a charge that:

- (1) is made for a covered accident medical service;
- (2) does not exceed the usual level of charges for similar treatment, services or supplies in the geographic area where the service is performed;
- (3) is based on an amount equal to or greater than the 80th percentile of charges for the geographic area where the service is performed; and
- (4) does not include charges that would not have been made if no insurance existed.]]

[The following applies to **Arkansas** residents:

Notice

This is to advise You that should any questions arise regarding this insurance, You may contact the following: Minnesota Life Insurance Company, Group Division, 400 Robert Street North, St. Paul, Minnesota 55101-2098. Telephone (651) 665-3500.

If We at Minnesota Life Insurance Company fail to provide You with reasonable and adequate service, You should feel free to contact: Arkansas Insurance Department, Consumer Services Division, 1200 West Third Street, Little Rock, Arkansas 72201-1904. Telephone: (800) 832-5494 or (501) 371-2640.]

[The following applies to **California** residents:

California Contact Notice

It is important to Us that You are satisfied with this certificate and the service You receive from Us. If You have an unresolved complaint, the California Insurance Department suggests that You notify their Consumer Affairs Office. Contact should be made only after communications between You and Us (the agent or other representative) have failed to produce a satisfactory solution to the problem.

Minnesota Life Insurance Company
400 Robert Street North
St. Paul, Minnesota 55101-2098
651-665-3500

Department of Insurance
Consumer Affairs Department
300 South Spring Street
Los Angeles, California 90013
213-897-8921
Toll Free (CA Only): 800-927-4357
Office Hours: 9 A.M. to 5 P.M.

This Notice provides contact information only and is not a condition of the certificate.]

[The following applies to **District of Columbia** residents:

1. The definition of **Domestic Partner** is replaced with the following:

Domestic Partner

A person:

- (1) with whom an individual maintains a committed relationship characterized by mutual caring and the sharing of a mutual residence; and
- (2) who has registered as a domestic partner by executing a declaration of domestic partnership to be filed with the state or local domestic partner registry with another person;
- (3) who is at least 18 years old and competent to contract;
- (4) who is the sole domestic partner to the other person; and
- (5) who is not married.

[The following applies to **District of Columbia** residents (continued):

2. Under the **Exclusions** section, exclusions (4), (5) and (6) are replaced with the following:

- (4) bodily or mental infirmity, illness or disease, except as state mandates;
- (5) the voluntary use of illegal drugs, the intentional taking of over-the-counter medication not in accordance with recommended dosage and warning instructions and intentional misuse of prescription drugs, except as state mandates;
- (6) motor vehicle collision or accident where an Insured Person is the operator of the motor vehicle and an Insured Person's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings thereto, except as state mandates;

3. Wherever used in this Certificate, "**Medically Necessary**" is replaced with the following:

"Medically Necessary" means care which, in the opinion of a treating Physician, is reasonably needed to:

- (1) prevent the onset or worsening of an illness, condition, or disability;
- (2) establish a diagnosis;
- (3) provide palliative, curative, or restorative treatment for physical and/or mental health conditions; and
- (4) assist the individual to achieve or maintain maximum functional capacity in performing daily activities, taking into account both the functional capacity of the individual and those functional capacities that are appropriate for individuals of the same age.

The fact that a Physician may prescribe, authorize or direct a service does not of itself make it Medically Necessary or covered by the group policy.

4. The "**Notice of Claim**" provision is amended to reflect that notice of claim must be given within **20 days** after the occurrence or commencement of any loss covered under this policy, or as soon thereafter as is reasonably possible.

5. The first paragraph of the "**Proof of Loss**" provision is replaced with the following:

Written proof of loss must be given within 90 days after the occurrence of any loss covered by this policy. If the loss is one for which the policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as We may reasonably require. Failure to furnish proof of loss within the term required will not invalidate or reduce the claim if it was not reasonably possible for proof to be given within that time. However, proof of loss must be furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.]

[The following applies to **Idaho** residents:

[1. The "EXCESS INSURANCE" disclosure on the face page of the certificate is deleted in its entirety.]

2. The "**Dependent Child(ren)**" definition is replaced with the following:

Dependent Child(ren)

Your child, including natural child from the moment of birth, and step, foster, legally adopted child or child placed with You for adoption (irrespective of whether the adoption has become final), who is:

- (1) unmarried; and
 - (2) living in Your home; and
 - (3) receiving more than fifty percent (50%) of his or her financial support from You; and
 - (4) between and including the Ages of birth and 18 years, or under Age 25 if enrolled as a full-time student in an accredited college, university, vocational or technical school as evidenced by the applicable institution. However, the Age limit does not apply to an unmarried child of any Age who is medically certified as being disabled and financially dependent upon You and is incapable of self-sustaining employment by reason of such disability.
-

[The following applies to **Idaho** residents (continued):

[3. A “**Newborn Child Benefit**” is added as follows:

Newborn Child Benefit

Coverage is provided on the lives of Your newborn Dependent Child(ren), including adopted newborn children that are placed with You within 60 days of the adopted child’s date of birth, from and after the moment of birth. Coverage for an adopted newborn child placed with You more than 60 days after the birth of the adopted child shall be from and after the date the child is so placed. However, coverage will not continue if the placement is disrupted prior to legal adoption or if the child is removed from placement.

“Placed” or “Placement” shall mean physical placement in the care of the Insured, or in those circumstances in which such physical placement is prevented due to the medical needs of the child requiring placement in a medical facility, it shall mean when the Insured signs an agreement for adoption of such child and signs an agreement assuming financial responsibility for such child.]

4. Under the “**Exclusions**” section, exclusions (1) and (3) are replaced with the following:

- (1) intentionally self-inflicted Injury, self destruction, or autoeroticism;
- (3) Your participation in or Your attempt to commit a felony;

[5. Under the **Limitations** section, the “**Limitation Due to Multiple Insurance Coverage**” provision is deleted in its entirety.]

[6. Within the “**Accident Medical Expense Benefit**”, all references to the “Limitation Due to Multiple Insurance Coverage” do not apply.]

[7. Within the “**Temporary Total Disability Accident Benefit**”, all references to the “Limitation Due to Multiple Insurance Coverage” do not apply.]

[8. Under the “**Total and Permanent Accidental Disability Benefit**”, the following sentence is deleted in its entirety:

[Coverage under this benefit ends on the date an Insured Person attains Age [55, 60, 64, 65, 70].]

[9. Under the “**Waiver of Premium Benefit**”, the following sentence is deleted in its entirety:

[Coverage under this benefit ends on the date an Insured Person attains Age [55, 60, 64, 65, 70].]

[10. Within the “**Weekly Accident Benefit**”, all references to the “Limitation Due to Multiple Insurance Coverage” do not apply.]

11. Wherever used within this certificate, the “**Pre-Existing Condition Limitation**” is replaced with the following:

Pre-Existing Condition Limitation. Benefits are not payable in connection with the Pre-Existing Condition within the initial 6 consecutive months from an Insured Person’s effective date of coverage or effective date of reinstatement under this policy.

“Pre-Existing Condition” means a condition for which an Insured Person received or had medical treatment, advice or diagnostic tests either for that same condition or a related condition within the 6 month period immediately prior to the effective date.

The Pre-Existing Condition Limitation does not apply to newborn children, adopted newborn children, or children placed with the Insured for adoption.]]

[The following applies to **Indiana** residents:

1. Item (4) within the definition of “**Dependent Child(ren)**” is replaced with the following:
 - (4) between and including the ages of birth and 19 years, or under age 25 if enrolled as a full-time student in an accredited college, university, vocational or technical school as evidenced by the applicable institution, or under age 25 if a mental or nervous condition, problem, or disorder develops which prevents the child from attending school as a full-time student, provided proof of such incapacity and dependency is furnished to us within 31 days of the child’s attainment of age 25 and subsequently as may be required by us, but not more frequently than annually after the two-year period following the child’s attainment of age 25.
2. The definition of “**Injury**” is replaced with the following:

Injury

A bodily Injury which:

- (1) is sustained as a direct result of an unintended, unexpected and unforeseen accident;
- (2) must be evidenced by a visible contusion or wound that is external to the body, except in the case of accidental drowning;
- (3) directly and independently of all other causes, causes a covered loss[; and
- (4) which occurs while participating in a Covered Activity].

- [3. The first paragraph of the “**Felonious Assault Benefit**” section is replaced with the following:

Felonious Assault Benefit

[We will pay a Felonious Assault benefit when an Insured Person sustains an Injury for which benefits are payable under the [Accidental Death Benefit,] [Accidental Dismemberment Benefit,] [Catastrophe Cash Benefit,] [Coma Benefit,] [Paralysis Benefit,] [or Total and Permanent Accidental Disability Benefit] resulting from a Felonious Assault that is not a moving violation as defined under the applicable state motor vehicle laws.]

4. The first paragraph of the “**Payment of Benefits**” section is replaced with the following:

Payment of Benefits

Upon receipt of satisfactory written proof of death, if a benefit is payable under this certificate, it will be payable to Your beneficiary within 45 days.

5. The first paragraph of the “**Notice of Claim**” section is replaced with the following:

Notice of Claim

Notice of claim must be given within 20 days after the occurrence or commencement of any loss covered under this certificate, or as soon as reasonably possible. The notice of claim must be in writing and contain enough information for Us to identify the Insured Person. The notice of claim must be given to Our authorized agent, [Our designated Plan Administrator] or sent to Our home office in St. Paul, Minnesota.

6. The first paragraph fo the **Proof of Loss** section is replaced with the following:

Written proof of loss must be given within 90 days after the occurrence of any loss covered by this certificate. If the loss is one for which the certificate requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as We may reasonably require. Failure to furnish proof of loss within the term required will not invalidate or reduce the claim if it was not reasonably possible for proof to be given within that time. However, proof of loss must be furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.]

[The following applies to **Maryland** residents:

1. Within the “**General Information**” section, the first paragraph is replaced with the following:

General Information

This policy and Your application contain the entire contract between You and Us. Any statement You made in Your signed application will be considered representations and not warranties. Also, any statement You made will not be used to void the Insured’s coverage nor defend against a claim unless the statement is contained in the Insured’s signed application.]

MINNESOTA LIFE

400 Robert Street North • St Paul, Minnesota 55101-2098

GROUP [ACCIDENT] [AND] [SICKNESS] INSURANCE • NONPARTICIPATING

SCHEDULE

[[CONTRACT #:]] [XXXXXXXXXXXXXX]
PRIMARY INSURED: [JOHN C. DOE]
[[JOINT INSURED:]] [JANE M. DOE]
[123 MAIN STREET]
[ANYTOWN, USA 12345]
[[PLAN SPONSOR:]] [ABC FINANCIAL INSTITUTION]

[[NONCONTRIBUTORY PLAN]]

EFFECTIVE DATE: [OCTOBER 1, 2009]

All premiums for the Noncontributory Plan are paid by the Plan Sponsor. The Benefits and Maximum Amounts under the Noncontributory Plan for the Primary Insured are indicated in the Noncontributory Plan Benefit Schedule below. If **[[Joint]]** **[[Family]]** Coverage is indicated on this Schedule for the Noncontributory Plan, the Maximum Amount of insurance is described under the **[[Joint Coverage]]** **[[Family Coverage]]** section in this Schedule.]

[[Noncontributory Plan ends on:]] [OCTOBER 1, 2010]

[[TYPE OF COVERAGE:]] [Single, Joint, Family]

[[JOINT COVERAGE:]]

[For the **[[Physician]]** **[[or]]** **[[Dentist]]** Office Visit] Benefit if Joint coverage is indicated on this Schedule for the Noncontributory Plan, the Maximum Amount of insurance for the Joint Insured will be equal to 100% of the Noncontributory Plan Maximum Amount shown in the Benefit Schedule for the Primary Insured. [The Maximum Amount of insurance for the Joint Insured will also be subject to the Benefit Reduction Schedule shown below.]]

[For all other benefits, if] **[[If]]** Joint coverage is indicated on this Schedule for the Noncontributory Plan, the Maximum Amount of insurance for the Joint Insured will be equal to [0, 25, 50, 100%] of the Noncontributory Plan Maximum Amount shown in the Benefit Schedule for the Primary Insured. [The Maximum Amount of insurance for the Joint Insured will also be subject to the Benefit Reduction Schedule shown below.]]

[[FAMILY COVERAGE:]]

[For the **[[Physician]]** **[[or]]** **[[Dentist]]** Office Visit] Benefit if Family coverage is indicated on this Schedule for the Noncontributory Plan, the Maximum Amount of insurance for the Insured Spouse and Dependent Children will be equal to 100% of the Maximum Amount of insurance as shown on the Benefit Schedule for the Primary Insured.]

[For all other benefits, if] **[[If]]** Family coverage is indicated on this Schedule, the Maximum Amount of insurance for the Insured Spouse and Dependent Children will be based on a percentage of

the Maximum Amount of insurance as shown in the Benefit Schedule for the Primary Insured. [The Maximum Amount of insurance for the Insured Spouse and Dependent Children will also be subject to the Benefit Reduction Schedule shown below.] The percentages for the Insured Spouse and Dependent Children coverage are as follows:

Benefit For:	Percentage of Primary Insured's Noncontributory Plan Maximum Amount
Insured Spouse (if no dependent children)	[0 - 60%]
Insured Spouse (if dependent children)	[0 - 50%]
Dependent Children	[0 - 20%]

]

[COVERED ACTIVITIES:

[For the [[Physician [or] [Dentist] Office Visit] Benefit an Insured Person will be covered for all activities except [while riding as a fare-paying passenger on a commercial airline].

[For all other benefits an] [An] Insured Person will only be covered during the following activities:

1. [While driving or riding as a passenger in a motor vehicle. For purposes of defining a Covered Activity, motor vehicle means a pleasure automobile type vehicle or motorcycle, including a truck of three-quarter tons or less, which is not licensed to carry passengers for hire. Motor vehicle does not include boats, all-terrain vehicles or snowmobiles. Any injury sustained must be due to a collision, wrecking, or explosion of such motor vehicle. Such collision, wrecking, or explosion must cause physical damage to the motor vehicle and leave it in a different condition than before the accident.]
2. [While standing or walking as a pedestrian on an open public street or highway. Any injury sustained must be due to being struck by a motor vehicle while a pedestrian.]

All Exclusions and other Limitations contained in the certificate will be used to determine an Insured Person's eligibility for benefits under the certificate.]

[BENEFIT REDUCTION SCHEDULE: The Maximum Amounts shown in the Benefit Schedule are used to determine amounts payable under each benefit. The Maximum Amount will include any applicable increases due to the Escalator benefit. Actual amounts payable reduce as follows:

Age at Date of Loss:

[18 – 69
70 – 74
75 – 79

Benefit Payable:

100% of Maximum Amount
50% of Maximum Amount
25% of Maximum Amount]]

[The Benefit Reduction Schedule applies to [all benefits] [all benefits except [(Physician [or] Dentist] Office Visit] [and] [Waiver of Premium]] [the following benefits: [Accidental Death], [Accidental Dismemberment], [Accident Medical Expense], [Adaptive Home and Vehicle], [Catastrophe Cash], [COBRA], [Coma], [Common Accident], [Common Carrier], [Dependent], [Dependent Child Care], [Disappearance [and Exposure]], [Dislocations [and Fractures]], [Emergency [Transportation] [and] [Treatment]], [Escalator], [Family Leave], [Felony Assault], [Funeral Expense], [Grief Counseling], [Homecare], [In-Hospital Accident Daily], [In-Hospital Accident Single Payment], [In-Hospital Sickness Daily], [In-Hospital Sickness Single Payment], [Intensive Care Unit], [Medical Evacuation], [Paralysis], [Physician [or] Dentist] Office Visit], [Recuperation [Sickness] [or] [Accident] Daily], [Repatriation of Remains], [Seatbelt [and Air Bag]], [Simultaneous In-Hospital Accident Daily], [Temporary Total Disability Accident], [Total and Permanent Accidental Disability], [Travel Care], [Weekly Accident]]]

[Per Accident Maximum Amount: \$100,000 – 5,000,000]

NONCONTRIBUTORY PLAN
Benefit Schedule

<u>Benefit</u>	<u>Maximum Amount</u>
<p>[Accidental Death]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$5,000,000]</p>
<p>[Accidental Dismemberment]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$5,000,000]</p>
<p>[Accident Medical Expense]</p> <p>[Deductible Amount Per Accident Per Insured Person]</p> <p>[Dental Amount Per Accident:]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20,</p>	<p>[\$250 - \$2,000,000]</p> <p>[\$25 - \$50,000]</p> <p>[\$250.00 per tooth]</p>

<p>25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	
<p>[Adaptive Home and Vehicle] [The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$100,000]</p>
<p>[Catastrophe Cash] [Lump Sum] [Monthly] [Maximum number of monthly benefits]: [1 - 120] [The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$5,000,000] [\$100 - \$10,000]</p>
<p>[COBRA] [Annual] [Monthly] [Maximum number of [Annual] [Monthly] benefit payments]: [1-60]] [The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$100,000] [\$1,000 - \$20,000]</p>
<p>[Coma]</p>	<p>[\$1,000 - \$2,000,000]</p>

<p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	
<p>[Common Accident</p> <p>Insured's spouse's Accidental Death]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$5,000,000]</p>
<p>[Common Carrier]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$5,000,000]</p>
<p>[Dependent]</p> <p>[Benefit per Eligible Dependent]</p> <p>[Benefit if no Eligible Dependent]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$100,000]</p> <p>[\$1,000 - \$100,000]</p>
<p>[Dependent Child Care]</p> <p>[Monthly Maximum for each Dependent Child]</p> <p>[Annual Maximum for each Dependent Child]</p> <p>[Benefit Maximum]</p>	<p>[\$100 - \$5,000]</p> <p>[\$1,000 - \$100,000]</p> <p>[\$25,000 - \$100,000]</p>

<p>25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p> <p>[Emergency Treatment]</p> <p>[Maximum number of emergency treatment benefits payable per Insured Person per calendar year]: [1, 2]]</p> <p>[The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p> <p>[Maximum number of combined Emergency Transportation and Emergency Treatment benefits payable per Insured Person per calendar year]: [2-4]]</p>	<p>[\$50 - \$100,000]</p>										
<p>[Family Leave]</p> <p>[Maximum monthly benefit]</p> <p>[Percentage of earnings]: [10% - 75%]</p> <p>[Maximum Number of Months]: [6 – 120]</p> <p>[The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$100 - \$25,000]</p>										
<p>[Felonious Assault]</p> <table border="0"> <thead> <tr> <th data-bbox="203 1522 349 1554">[If Benefits Payable for:]</th> <th data-bbox="519 1522 738 1606">Percentage of Maximum Amount]</th> </tr> </thead> <tbody> <tr> <td data-bbox="203 1627 422 1659">[Accidental Death]</td> <td data-bbox="641 1627 771 1659">[1 – 100%]</td> </tr> <tr> <td data-bbox="203 1690 544 1722">[Accidental Dismemberment]</td> <td data-bbox="641 1690 771 1722">[1 – 100%]</td> </tr> <tr> <td data-bbox="203 1753 430 1785">[Catastrophe Cash]</td> <td data-bbox="641 1753 771 1785">[1 – 100%]</td> </tr> <tr> <td data-bbox="203 1806 292 1837">[Coma]</td> <td data-bbox="641 1806 771 1837">[1 – 100%]</td> </tr> </tbody> </table>	[If Benefits Payable for:]	Percentage of Maximum Amount]	[Accidental Death]	[1 – 100%]	[Accidental Dismemberment]	[1 – 100%]	[Catastrophe Cash]	[1 – 100%]	[Coma]	[1 – 100%]	<p>[\$1,000 - \$2,000,000]</p>
[If Benefits Payable for:]	Percentage of Maximum Amount]										
[Accidental Death]	[1 – 100%]										
[Accidental Dismemberment]	[1 – 100%]										
[Catastrophe Cash]	[1 – 100%]										
[Coma]	[1 – 100%]										

<p>[Paralysis] [1 – 100%]</p> <p>[or]</p> <p>[Total and Permanent Accidental Disability]: [1 – 100%]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	
<p>[Funeral Expense]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$50,000]</p>
<p>[Grief Counseling]</p> <p>[Maximum amount per counseling session]</p> <p>[Maximum number of counseling sessions for spouse or Domestic Partner and all Dependent Children combined]: [10-52]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$50 - \$150]</p>
<p>[Homecare]</p> <p>Maximum Monthly Benefit</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60,</p>	<p>[\$100 - \$10,000]</p>

120] months]	
<p>[In-Hospital Accident Daily]</p> <p>[Maximum daily benefit]</p> <p>[Maximum number of days for one Period of Confinement]: [30 - 730]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$10 - \$1,000]</p>
<p>[In-Hospital Accident Single Payment]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$100 - \$100,000]</p>
<p>[In-Hospital Sickness Daily]</p> <p>[Maximum daily benefit]</p> <p>[Maximum number of days for one Period of Confinement]: [30 - 730]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$10 - \$1,000]</p>
<p>[In-Hospital Sickness Single Payment]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60,</p>	<p>[\$100 - \$100,000]</p>

120] months]	
<p>[Intensive Care Unit]</p> <p>Maximum daily benefit]</p> <p>[Maximum number of days for one Period of Confinement]: [30 - 730]</p> <p>[Maximum benefit]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$10 - \$1,000]</p> <p>[\$100 - \$100,000]</p>
<p>[Medical Evacuation]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$500 - \$500,000]</p>
<p>[Paralysis]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$2,000,000]</p>
<p>[[Physician] [or][Dentist] Office Visit]</p> <p>[Routine Well Care Related Visits]</p> <p>[Benefit Amount Per Visit:]</p> <p>[Maximum Number of Visits Per Calendar [Month] [Quarter] [Year] Per [Insured Person] [Family]: [1-4]</p> <p>Maximum Benefit Amount Per Calendar [Month] [Quarter] [Year] Per [Insured Person]</p>	<p>[\$10-\$200]</p> <p>[\$10-\$500]</p>

<p>[Family]</p> <p>[Injury Related Visits]</p> <p> [Benefit Amount Per Visit:]</p> <p> [Maximum Number of Visits Per Calendar [Month] [Quarter] [Year] Per [Insured Person] [Family]: [1-4]]</p> <p> Maximum Benefit Amount Per Calendar [Month] [Quarter] [Year] Per [Insured Person] [Family]</p> <p>[Sickness Related Visits]</p> <p> [Benefit Amount Per Visit:]</p> <p> [Maximum Number of Visits Per Calendar [Month] [Quarter] [Year] Per [Insured Person] [Family]: [1-4]]</p> <p> Maximum Benefit Amount Per Calendar [Month] [Quarter] [Year] Per [Insured Person] [Family]:</p> <p>[Combined Maximum Number of Visits Per Calendar [Month] [Quarter] [Year] Per [Insured] [Family]: [1-8]]</p> <p>[Combined Maximum Benefit Amount Per Calendar [Month] [Quarter] [Year] Per [Insured] [Family]:]</p> <p>[Lifetime Maximum Number of Office Visits]</p> <p> [Per Insured Person:] [1-10]</p> <p> [Per Family:] [1-10]</p> <p>[Lifetime Maximum Benefit Amount for all Office Visits]</p> <p> [Per Insured Person:]</p> <p> [Per Family:]</p> <p> [The Escalator benefit applies to this benefit as follows:</p> <p> Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$10-\$200]</p> <p>[\$10-\$500]</p> <p>[\$10-\$200]</p> <p>[\$10-\$500]</p> <p>[\$10-\$1,000]</p> <p>[\$10-\$1,000]</p> <p>[\$10-\$2,000]</p>
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<p>[Recuperation [Sickness] [or] [Accident] Daily]</p> <p>Maximum daily benefit]</p> <p>[Maximum number of days per Period of Confinement]: [30 - 730]</p> <p>[Maximum benefit]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$10 - \$1,000]</p> <p>[\$100 - \$100,000]</p>
<p>[Repatriation of Remains]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$100,000]</p>
<p>[Seat Belt [and Air Bag]]</p> <p>[Seat Belt]</p> <p>[Air Bag]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$500 - \$500,000]</p> <p>[\$500 - \$500,000]</p>
<p>[Simultaneous In-Hospital Accident]</p> <p>[Maximum Benefit Amount Per Day:]</p> <p>Maximum Number of Days:] [30 - 730]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for</p>	<p>[\$10 - \$5,000]</p>

a maximum of [12, 18, 24, 30, 36, 60, 120] months]	
[Temporary Total Disability Accident] [Maximum number of payments: [1-120] [Lifetime maximum benefit amount:] [The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]	[\$100 - \$10,000] [\$100 - \$10,000]
[Total and Permanent Accidental Disability] [Monthly benefit] [Lump sum benefit] [Maximum number of payments] [1 – 120] [Lifetime maximum benefit amount:] [The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]	[\$100 - \$10,000] [\$1,000 - \$5,000,000] [\$1,000 - \$5,000,000]
[Travel Care] [The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]	[\$1,000 - \$500,000]
[Waiver of Premium]	[See Waiver of Premium Benefit section of this certificate]
[Weekly Accident] Maximum weekly benefit] [Maximum number of weeks]: [1-260]	[\$25- \$1,000]

<p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	
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[

[CONTRIBUTORY PLAN]

EFFECTIVE DATE: [OCTOBER 1, 2009]

[[INITIAL PERIOD]: [10-1-09 THROUGH 12-31-09]]

[PREMIUM DUE FOR [INITIAL PERIOD]: [\$XX.XX]]

[[MONTHLY] [QUARTERLY] PREMIUM [AFTER [INITIAL PERIOD]]]: [\$XX.XX]

[FIRST PREMIUM DUE DATE: [JANUARY 1, 2010]]

[TYPE OF COVERAGE]: [Single, Joint, Family]

[JOINT COVERAGE:

[For the [Physician] [or] [Dentist] Office Visit] Benefit if Joint coverage is indicated on this Schedule [for the Contributory Plan], the Maximum Amount of insurance for the Joint Insured will be equal to 100% of the [Contributory Plan] Maximum Amount shown in the Benefit Schedule for the Primary Insured. [The Maximum Amount of insurance for the Joint Insured will also be subject to the Benefit Reduction Schedule shown below.]]

[For all other benefits, if] [If] Joint coverage is indicated on this Schedule [for the Contributory Plan], the Maximum Amount of insurance for the Joint Insured will be equal to [0, 25, 50, 100%] of the [Contributory Plan] Maximum Amount shown in the Benefit Schedule for the Primary Insured. [The Maximum Amount of insurance for the Joint Insured will also be subject to the Benefit Reduction Schedule shown below.]]

[FAMILY COVERAGE:

[For the [Physician] [or] [Dentist] Office Visit] Benefit if Family coverage is indicated on this Schedule [for the Contributory Plan], the Maximum Amount of insurance for the Insured Spouse and Dependent Children will be equal to 100% of the [Contributory Plan] Maximum Amount of insurance as shown on the Benefit Schedule for the Primary Insured. [The Maximum Amount of insurance for the Joint Insured will also be subject to the Benefit Reduction Schedule shown below.]]

[For all other benefits, if] [If] Family coverage is indicated on this Schedule [for the Contributory Plan], the Maximum Amount of insurance for the Insured Spouse and Dependent Children will be based on a percentage of the [Contributory Plan] Maximum Amount of insurance as shown in the

Benefit Schedule for the Primary Insured. [The Maximum Amount of insurance for the Insured Spouse and Dependent Children will also be subject to the Benefit Reduction Schedule shown below.] The percentages for the Insured Spouse and Dependent Children coverage are as follows:

Benefit For:	[Percentage of Primary Insured's [Contributory Plan] Maximum Amount
Insured Spouse (if no dependent children)	[60%]
Insured Spouse (if dependent children)	[50%]
Dependent Children	[20%]

[COVERED ACTIVITIES:

[For the [[Physician] [or] [Dentist] Office Visit] Benefit an Insured Person will be covered for all activities except [while riding as a fare-paying passenger on a commercial airline].

[For all other benefits an] [An] Insured Person will only be covered during the following activities:

1. [While driving or riding as a passenger in a motor vehicle. For purposes of defining a Covered Activity, motor vehicle means a pleasure automobile type vehicle or motorcycle, including a truck of three-quarter tons or less, which is not licensed to carry passengers for hire. Motor vehicle does not include boats, all-terrain vehicles or snowmobiles. Any injury sustained must be due to a collision, wrecking, or explosion of such motor vehicle. Such collision, wrecking, or explosion must cause physical damage to the motor vehicle and leave it in a different condition than before the accident.]
2. [While standing or walking as a pedestrian on an open public street or highway. Any injury sustained must be due to being struck by a motor vehicle while a pedestrian.]

All Exclusions and other Limitations contained in the certificate will be used to determine an Insured Person's eligibility for benefits under the certificate.]

[BENEFIT REDUCTION SCHEDULE: The Maximum Amounts shown in the Benefit Schedule are used to determine amounts payable under each benefit. The Maximum Amount will include any applicable increases due to the Escalator benefit. Actual amounts payable reduce as follows:

Age at Date of Loss:

[18 – 69
70 – 74
75 – 79

Benefit Payable:

100% of Maximum Amount
50% of Maximum Amount
25% of Maximum Amount]]

[The Benefit Reduction Schedule applies to [all benefits] [all benefits except [[Physician [or] Dentist] Office Visit] [and] [Waiver of Premium]] [the following benefits: [Accidental Death], [Accidental Dismemberment], [Accident Medical Expense], [Adaptive Home and Vehicle], [Catastrophe Cash], [COBRA], [Coma], [Common Accident], [Common Carrier], [Dependent], [Dependent Child Care], [Disappearance [and Exposure]], [Dislocations [and Fractures]], [Emergency [Transportation] [and] [Treatment]], [Escalator], [Family Leave], [Felony Assault], [Funeral Expense], [Grief Counseling], [Homecare], [In-Hospital Accident Daily], [In-Hospital Accident Single Payment], [In-Hospital Sickness Daily], [In-Hospital Sickness Single Payment], [Intensive Care Unit], [Medical Evacuation], [Paralysis], [Physician [or] Dentist] Office Visit], [Recuperation [Sickness] [or] [Accident] Daily], [Repatriation of Remains], [Seatbelt [and Air Bag]], [Simultaneous In-Hospital Accident Daily], [Temporary Total Disability Accident], [Total and Permanent Accidental Disability], [Travel Care], [Weekly Accident]]]

[Per Accident Maximum Amount: \$100,000 – 5,000,000]

CONTRIBUTORY PLAN
Benefit Schedule

<u>Benefit</u>	<u>Maximum Amount</u>
<p>[Accidental Death]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%</p> <p>Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$5,000,000]</p>
<p>[Accidental Dismemberment]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%</p> <p>Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$5,000,000]</p>
<p>[Accident Medical Expense]</p> <p>[Deductible Amount Per Accident Per Insured Person]</p> <p>[Dental Amount Per Accident:]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20,</p>	<p>[\$250 - \$2,000,000]</p> <p>[\$25 - \$50,000]</p> <p>[\$250.00 per tooth]</p>

<p>25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	
<p>[Adaptive Home and Vehicle] [The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$100,000]</p>
<p>[Catastrophe Cash] [Lump Sum] [Monthly] [Maximum number of monthly benefits]: [1 - 120] [The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$5,000,000] [\$100 - \$10,000]</p>
<p>[COBRA] [Annual] [Monthly] [Maximum number of [Annual] [Monthly] benefit payments]: [1-60]] [The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$100,000] [\$1,000 - \$20,000]</p>
<p>[Coma]</p>	<p>[\$1,000 - \$2,000,000]</p>

<p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	
<p>[Common Accident</p> <p>Insured's spouse's Accidental Death]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$5,000,000]</p>
<p>[Common Carrier]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$5,000,000]</p>
<p>[Dependent]</p> <p>[Benefit per Eligible Dependent]</p> <p>[Benefit if no Eligible Dependent]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$100,000]</p> <p>[\$1,000 - \$100,000]</p>
<p>[Dependent Child Care]</p> <p>[Monthly Maximum for each Dependent Child]</p> <p>[Annual Maximum for each Dependent Child]</p> <p>[Benefit Maximum]</p>	<p>[\$100 - \$5,000]</p> <p>[\$1,000 - \$100,000]</p> <p>[\$25,000 - \$100,000]</p>

<p>25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p> <p>[Emergency Treatment]</p> <p>[Maximum number of emergency treatment benefits payable per Insured Person per calendar year]: [1, 2]]</p> <p>[The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p> <p>[Maximum number of combined Emergency Transportation and Emergency Treatment benefits payable per Insured Person per calendar year]: [2-4]]</p>	<p>[\$50 - \$100,000]</p>										
<p>[Family Leave]</p> <p>[Maximum monthly benefit]</p> <p>[Percentage of earnings]: [10% - 75%]</p> <p>[Maximum Number of Months]: [6 - 120]</p> <p>[The Escalator benefit applies to this benefit as follows: Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$100 - \$25,000]</p>										
<p>[Felonious Assault]</p> <table border="0"> <thead> <tr> <th data-bbox="203 1522 349 1554">[If Benefits Payable for:]</th> <th data-bbox="519 1522 738 1606">Percentage of Maximum Amount]</th> </tr> </thead> <tbody> <tr> <td data-bbox="203 1627 422 1659">[Accidental Death]</td> <td data-bbox="641 1627 771 1659">[1 – 100%]</td> </tr> <tr> <td data-bbox="203 1690 544 1722">[Accidental Dismemberment]</td> <td data-bbox="641 1690 771 1722">[1 – 100%]</td> </tr> <tr> <td data-bbox="203 1743 430 1774">[Catastrophe Cash]</td> <td data-bbox="641 1743 771 1774">[1 – 100%]</td> </tr> <tr> <td data-bbox="203 1795 284 1827">[Coma]</td> <td data-bbox="641 1795 771 1827">[1 – 100%]</td> </tr> </tbody> </table>	[If Benefits Payable for:]	Percentage of Maximum Amount]	[Accidental Death]	[1 – 100%]	[Accidental Dismemberment]	[1 – 100%]	[Catastrophe Cash]	[1 – 100%]	[Coma]	[1 – 100%]	<p>[\$1,000 - \$2,000,000]</p>
[If Benefits Payable for:]	Percentage of Maximum Amount]										
[Accidental Death]	[1 – 100%]										
[Accidental Dismemberment]	[1 – 100%]										
[Catastrophe Cash]	[1 – 100%]										
[Coma]	[1 – 100%]										

<p>[Paralysis] [1 – 100%]</p> <p>[or]</p> <p>[Total and Permanent Accidental Disability]: [1 – 100%]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	
<p>[Funeral Expense]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$50,000]</p>
<p>[Grief Counseling]</p> <p>[Maximum amount per counseling session]</p> <p>[Maximum number of counseling sessions for spouse or Domestic Partner and all Dependent Children combined]: [10-52]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$50 - \$150]</p>
<p>[Homecare]</p> <p>Maximum Monthly Benefit</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60,</p>	<p>[\$100 - \$10,000]</p>

120] months]	
<p>[In-Hospital Accident Daily]</p> <p>[Maximum daily benefit]</p> <p>[Maximum number of days for one Period of Confinement]: [30 - 730]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$10 - \$1,000]</p>
<p>[In-Hospital Accident Single Payment]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$100 - \$100,000]</p>
<p>[In-Hospital Sickness Daily]</p> <p>[Maximum daily benefit]</p> <p>[Maximum number of days for one Period of Confinement]: [30 - 730]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$10 - \$1,000]</p>
<p>[In-Hospital Sickness Single Payment]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$100 - \$100,000]</p>

<p>[Intensive Care Unit]</p> <p>Maximum daily benefit]</p> <p>[Maximum number of days for one Period of Confinement]: [30 - 730]</p> <p>[Maximum benefit]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$10 - \$1,000]</p> <p>[\$100 - \$100,000]</p>
<p>[Medical Evacuation]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$500 - \$500,000]</p>
<p>[Paralysis]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$2,000,000]</p>
<p>[[Physician] [or][Dentist] Office Visit]</p> <p>[Routine Well Care Related Visits]</p> <p>[Benefit Amount Per Visit:]</p> <p>[Maximum Number of Visits Per Calendar Month] [Quarter] [Year] Per [Insured Person] [Family]: [1-4]</p> <p>Maximum Benefit Amount Per Calendar [Month] [Quarter] [Year] Per [Insured Person] [Family]</p>	<p>[\$10-\$200]</p> <p>[\$10-\$500]</p>

<p>[Injury Related Visits]</p> <p>[Benefit Amount Per Visit:]</p> <p>[Maximum Number of Visits Per Calendar [Month] [Quarter] [Year] Per [Insured Person] [Family]: [1-4]]</p> <p>Maximum Benefit Amount Per Calendar [Month] [Quarter] [Year] Per [Insured Person] [Family]</p> <p>[Sickness Related Visits]</p> <p>[Benefit Amount Per Visit:]</p> <p>[Maximum Number of Visits Per Calendar [Month] [Quarter] [Year] Per [Insured Person] [Family]: [1-4]]</p> <p>Maximum Benefit Amount Per Calendar [Month] [Quarter] [Year] Per [Insured Person] [Family]:</p> <p>[Combined Maximum Number of Visits Per Calendar [Month] [Quarter] [Year] Per [Insured] [Family]: [1-8]]</p> <p>[Combined Maximum Benefit Amount Per Calendar [Month] [Quarter] [Year] Per [Insured] [Family]:]</p> <p>[Lifetime Maximum Number of Office Visits]</p> <p>[Per Insured Person:] [1-10]</p> <p>[Per Family:] [1-10]</p> <p>[Lifetime Maximum Benefit Amount for all Office Visits]</p> <p>[Per Insured Person:]</p> <p>[Per Family:]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$10-\$200]</p> <p>[\$10-\$500]</p> <p>[\$10-\$200]</p> <p>[\$10-\$500]</p> <p>[\$10-\$1,000]</p> <p>[\$10-\$1,000]</p> <p>[\$10-\$1,000]</p> <p>[\$10-\$2,000]</p>
<p>[Recovery [Sickness] [or] [Accident] Daily]</p> <p>Maximum daily benefit]</p> <p>[Maximum number of days per Period of</p>	<p>[\$10 - \$1,000]</p>

<p>Confinement]: [30 - 730]</p> <p>[Maximum benefit]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$100 - \$100,000]</p>
<p>[Repatriation of Remains]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$100,000]</p>
<p>[Seat Belt [and Air Bag]]</p> <p>[Seat Belt]</p> <p>[Air Bag]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$500 - \$500,000]</p> <p>[\$500 - \$500,000]</p>
<p>[Simultaneous In-Hospital Accident]</p> <p>[Maximum Benefit Amount Per Day:]</p> <p>Maximum Number of Days:] [30 - 730]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$10 - \$5,000]</p>
<p>[Temporary Total Disability Accident]</p>	<p>[\$100 - \$10,000]</p>

<p>[Maximum number of payments: [1-120]</p> <p>[Lifetime maximum benefit amount:]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$100 - \$10,000]</p>
<p>[Total and Permanent Accidental Disability]</p> <p>[Monthly benefit]</p> <p>[Lump sum benefit]</p> <p>[Maximum number of payments] [1 – 120]</p> <p>[Lifetime maximum benefit amount:]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$100 - \$10,000]</p> <p>[\$1,000 - \$5,000,000]</p> <p>[\$1,000 - \$5,000,000]</p>
<p>[Travel Care]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20, 25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	<p>[\$1,000 - \$500,000]</p>
<p>[Waiver of Premium]</p>	<p>[See Waiver of Premium Benefit section of this certificate]</p>
<p>[Weekly Accident]</p> <p>Maximum weekly benefit]</p> <p>[Maximum number of weeks]: [1-260]</p> <p>[The Escalator benefit applies to this benefit as follows:</p> <p>Percentage Increase: [5, 10, 15, 20,</p>	<p>[\$25- \$1,000]</p>

<p>25]%. Benefit increases every [1-24] months for a maximum of [12, 18, 24, 30, 36, 60, 120] months]</p>	
---	--

]

Plan Sponsor's Application

Minnesota Life Insurance Company – A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

MINNESOTA LIFE

Application is hereby made to Minnesota Life Insurance Company for a plan of group [accident] [and] [sickness] insurance.

Name of Plan Sponsor [ABC Company]

Address [123 Main Street] City [Anytown] State [USA] Zip [12345]

Telephone Number [(000) 111-2222]

CLASS AND CONDITION OF ELIGIBILITY: [Eligible customers of [ABC Financial Institution] age 18 and over.]

EFFECTIVE DATE: [October 1, 2009] **RENEWAL DATE:** [October 1, 2010]

[COVERED ACTIVITIES:

- [While driving or riding as a passenger in a motor vehicle. For purposes of defining a Covered Activity, motor vehicle means a pleasure automobile type vehicle or motorcycle, including a truck of three-quarter tons or less, which is not licensed to carry passengers for hire. Motor vehicle does not include boats, all-terrain vehicles or snowmobiles. Any injury sustained must be due to a collision, wrecking, or explosion of such motor vehicle. Such collision, wrecking, or explosion must cause physical damage to the motor vehicle and leave it in a different condition than before the accident.]
- [While standing or walking as a pedestrian on a open public street or highway. Any injury sustained must be due to being struck by a motor vehicle while a pedestrian.]

All Exclusions and other Limitations contained in the certificate will be used to determine an Insured Person's eligibility for benefits under the certificate.]]

PREMIUMS: [Primary [\$XXXXX]] [Joint [\$XXXXX]] [Family [\$XXXXX]]

BENEFIT REDUCTION SCHEDULE: Benefits reduce as follows:

<u>Age at Date of Loss:</u>	<u>Benefit Payable:</u>
[18 – 69	100% of Maximum Amount
70 – 74	50% of Maximum Amount
75 – 79	25% of Maximum Amount]]

[Per Accident Maximum Amount: \$XXXXX.]

[BENEFITS SELECTED:

[Non-Contributory Coverage:

[\$1,000] of coverage provided at no cost for [a period of 1 year]. Plan sponsor will pay the premium during this period of time.]

[Accidental Death

Plan A: Pays a benefit of [\$X.XXX]. Max of [\$X,XXX], up to [X] years.

Plan B: Pays a benefit of [\$X.XXX]. Max of [\$X,XXX], up to [X] years.]

[COBRA

Plan A: Pays a benefit of [\$X.XXX]. Max of [\$X,XXX], up to [X] years.

Plan B: Pays a benefit of [\$X.XXX]. Max of [\$X,XXX], up to [X] years.]

[Education

Plan A: Pays a benefit of [\$X.XXX]. Max of [\$X,XXX], up to [X] years.
Plan B: Pays a benefit of [\$X.XXX]. Max of [\$X,XXX], up to [X] years.]

Contributory Coverage:

Minimum of [\$25,000], maximum of [\$300,000]. Eligible Customer selects coverage amounts. Premiums paid by Eligible Customer of Plan Sponsor.]

[Accidental Death

Plan A: Pays a benefit of [\$X.XXX]. Max of [\$X,XXX].]
Plan B: Pays a benefit of [\$X.XXX]. Max of [\$X,XXX].]

[COBRA

Plan A: Pays a benefit of [\$X.XXX]. Max of [\$X,XXX].]
Plan B: Pays a benefit of [\$X.XXX]. Max of [\$X,XXX].]

[Education

Plan A: Pays a benefit of [\$X.XXX]. Max of [\$X,XXX], up to [X] years.
Plan B: Pays a benefit of [\$X.XXX]. Max of [\$X,XXX], up to [X] years.]]

Plan Sponsor Signature [ABC Financial Institution]

Title [President]

Dated [October 1, 2009]

Licensed Agent [Samuel S. Smith]

By [/s/ Samuel S. Smith]

Dated [October 1, 2009]

[Product Title: [Marketing Name] [Group [Accident] [and] [Sickness] Insurance]

Insurance provided by Minnesota Life Insurance Company
400 Robert Street North St. Paul, MN 55101-2098

MINNESOTA LIFE

Offered Exclusively for:
John Doe
123 Main Street
AnyCity, USA 12345

[This space reserved for marketing message]

This space used for instructions, corresponding numbers will be adjusted according to instructions

- 1. Choose** the coverage that best meets your needs.
- 2. Select** how you would like to pay for future premiums.
- 3. Sign and return** to activate your coverage.

[This space reserved for marketing message]

1

Plan A

Single Coverage <i>(Please select one)</i>	Joint Coverage	Benefits Descriptions
<input type="checkbox"/> \$15.00	<input checked="" type="checkbox"/> \$22.00	AD: \$250,000 **added: SeatBelt \$250,000 Daily Hospital Benefit: \$1,000 per day Travel Care: \$5,000
[Marketing Language]		
<input type="checkbox"/> \$10.00	<input type="checkbox"/> \$15.00	AD: \$150,000 **added: SeatBelt \$150,000 Daily Hospital Benefit: \$1,000 per day Travel Care: \$5,000

Plan B

Marketing Message

Please choose one of the following convenient payment methods.

Choose payment frequency

- Please deduct my premiums from my checking account. I have attached a voided check.
- Please charge my premiums to my credit card account.
- ___ MasterCard ___ Visa ___ Discover ___ American Express
- Account Number _____ Expiration Date ___/___
- Bill Me

- Monthly
- Quarterly
- Annually

2

Single Applicant's Information

Joint Applicant's Information

[Name <u>JOHN C. DOE</u>]	[Name <u>JANE A. DOE</u>]
[Date of Birth <u>1/1/80</u>] [Phone Number <u>(111) 222-3333</u>]	[Date of Birth <u>2/1/80</u>] [Phone Number <u>(111) 333-4444</u>]
[Beneficiary <u>JANE A. DOE</u>]	[Beneficiary <u>JOHN C. DOE</u>]
[Relationship <u>SPOUSE</u>]	[Relationship <u>SPOUSE</u>]

[Authorization]

[YES!] Please enroll me in the [accident] [and] [sickness] insurance plan underwritten by Minnesota Life Insurance Company. I have read, understand and agree to all disclosures provided, [including specifically Consumer Sales Disclosures,] and I verify that I am at least age 18, [but not more than age 65.] [[After my coverage has been effective for [90] days,] I authorize my financial institution and its service provider to automatically debit my checking account quarterly for the premium amount indicated in the premium rate schedule for any additional coverage I select.] [I understand and agree that in addition to the [quarterly] [monthly] premium charge, I will be charged an administrative fee of [\$0.25] per [month] [quarter].] Coverage begins on the Effective Date stated on the Benefit Schedule of your certificate, provided the first premium is paid and received by Minnesota Life Insurance Company during my lifetime. [I understand that fees may be paid by the insurer in connection with this coverage to the sponsor of this plan and/or its affiliates or designates.]

[State Fraud Warning]

3

Single Applicant's Signature	Date (mm/dd/yy)	Joint Applicant's Signature	Date (mm/dd/yy)
X /S/ JOHN C. DOE	10/1/2009	X /S/ JANE A. DOE	10/1/2009

[Licensed Insurance Agent]

For Office Use Only

Case Number _____ Service Number _____ Financial Institution _____

FRAUD WARNING: Any person who, with intent to defraud or knowing that he/she 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. **AR:** Any person who knowingly presents a false or fraudulent claim for payment for 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. **DC:** 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 benefits if false information materially related to a claim was provided to the applicant. **KY:** Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact thereto, commits a fraudulent insurance act, which is a crime. **ME:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. **MD:** 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. **NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. **PA:** 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 thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. **TN:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes of defrauding the company. *Penalties include imprisonment, fines and denial of coverage.* **VA:** 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.

The fraud statements above do not apply to residents of: **CT, FL, KS, NC, OR, SC, TX, WA and WI.**

SERFF Tracking Number: MNNL-126340520 State: Arkansas
 Filing Company: Minnesota Life Insurance Company State Tracking Number: 43758
 Company Tracking Number: JAB-1923
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only
 Product Name: PremierGuard
 Project Name/Number: PremierGuard/JAB-1923

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	10/30/2009
Comments:			
Attachment:	Certification.pdf		
Satisfied - Item:	Application	Approved-Closed	10/30/2009
Comments:			
Attachment:	09-50572.pdf		
Satisfied - Item:	Cover Letter	Approved-Closed	10/30/2009
Comments:			
Attachment:	AR_Filing_Letter.pdf		
Satisfied - Item:	Actuarial Memorandum	Approved-Closed	10/30/2009
Comments:			
Attachment:	DE Trust_Actuarial Memorandum.pdf		
Satisfied - Item:	Delaware Trust Documentation	Approved-Closed	10/30/2009
Comments:			

SERFF Tracking Number: MNNL-126340520 State: Arkansas
 Filing Company: Minnesota Life Insurance Company State Tracking Number: 43758
 Company Tracking Number: JAB-1923
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only
 Product Name: PremierGuard
 Project Name/Number: PremierGuard/JAB-1923

Attachments:

Agreement and Declaration 091409 executed.PDF
 Administration Agreement 091409 executed.PDF
 Indemnity Agreement 091409 executed.PDF
 09-50585T 091509 executed.PDF

	Item Status:	Status
Satisfied - Item:	Explanation of Variables	Approved-Closed
		Date:
		10/30/2009

Comments:

Attachments:

09-50582T_Explanation of Variables.pdf
 09-50583T_Explanation of Variables.pdf
 BenefitSchedule_Group Policy_Explanation of Variables.pdf
 BenefitSchedule_Certificate_Explanation of Variables.pdf
 09-50572_Explanation of Variables.pdf

CERTIFICATION OF READABILITY

This is to certify that the attached Group Accident and Sickness Insurance Policy
Form Number 09-50582T has achieved a Flesch Reading Ease Score of 52.5
and complies with the requirements of Ark. Stat. Ann. §66-3251 through 66-3258, cited as the
Life and Disability Insurance Policy Language Simplification Act.

Jeanine A. Berfeldt

Signature (Must be an Officer)

Name: Jeanine A. Berfeldt

Title: Assistant Secretary

Date: October 12, 2009

If an insurer chooses to score certain forms as separate from the policy with which they may be used, this information must be contained in the certificate.

If a policy is scored by a method other than the Flesch reading ease score, use of the alternate method shall be explained in detail.

[Product Title: [Marketing Name] [Group [Accident] [and] [Sickness] Insurance]

Insurance provided by Minnesota Life Insurance Company
 400 Robert Street North St. Paul, MN 55101-2098

MINNESOTA LIFE

Offered Exclusively for:
 John Doe
 123 Main Street
 AnyCity, USA 12345

[This space reserved for marketing message]

This space used for instructions, corresponding numbers will be adjusted according to instructions

- 1. Choose** the coverage that best meets your needs.
- 2. Select** how you would like to pay for future premiums.
- 3. Sign and return** to activate your coverage.

[This space reserved for marketing message]

1

Plan A

Single Coverage <i>(Please select one)</i>	Joint Coverage	Benefits Descriptions
<input type="checkbox"/> \$15.00	<input checked="" type="checkbox"/> \$22.00	
[Marketing Language] →		
<input type="checkbox"/> \$10.00	<input type="checkbox"/> \$15.00	AD: \$150,000 **added: SeatBelt \$150,000 Daily Hospital Benefit: \$1,000 per day Travel Care: \$5,000

Plan B

Marketing Message

Please choose one of the following convenient payment methods.

Choose payment frequency

- Please deduct my premiums from my checking account. I have attached a voided check.
- Please charge my premiums to my credit card account.
- ___ MasterCard ___ Visa ___ Discover ___ American Express
- Account Number _____ Expiration Date ___/___
- Bill Me

- Monthly
- Quarterly
- Annually

2

Single Applicant's Information	Joint Applicant's Information
[Name <u>JOHN C. DOE</u>]	[Name <u>JANE A. DOE</u>]
[Date of Birth <u>1/1/80</u>] [Phone Number <u>(111) 222-3333</u>]	[Date of Birth <u>2/1/80</u>] [Phone Number <u>(111) 333-4444</u>]
[Beneficiary <u>JANE A. DOE</u>]	[Beneficiary <u>JOHN C. DOE</u>]
[Relationship <u>SPOUSE</u>]	[Relationship <u>SPOUSE</u>]

[Authorization]

[YES!] Please enroll me in the [accident] [and] [sickness] insurance plan underwritten by Minnesota Life Insurance Company. I have read, understand and agree to all disclosures provided, [including specifically Consumer Sales Disclosures,] and I verify that I am at least age 18, [but not more than age 65.] [[After my coverage has been effective for [90] days,] I authorize my financial institution and its service provider to automatically debit my checking account quarterly for the premium amount indicated in the premium rate schedule for any additional coverage I select.] [I understand and agree that in addition to the [quarterly] [monthly] premium charge, I will be charged an administrative fee of [\$0.25] per [month] [quarter].] Coverage begins on the Effective Date stated on the Benefit Schedule of your certificate, provided the first premium is paid and received by Minnesota Life Insurance Company during my lifetime. [I understand that fees may be paid by the insurer in connection with this coverage to the sponsor of this plan and/or its affiliates or designates.]

[State Fraud Warning]

3	Single Applicant's Signature	Date (mm/dd/yy)	Joint Applicant's Signature	Date (mm/dd/yy)
	X /S/ JOHN C. DOE	10/1/2009	X /S/ JANE A. DOE	10/1/2009

[Licensed Insurance Agent]

For Office Use Only

Case Number _____ Service Number _____ Financial Institution _____

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Minnesota Life Insurance Company
A Securian Company
400 Robert Street North
St. Paul, MN 55101-2098

MINNESOTA LIFE

October 12, 2009

Mr. Dan Honey, Deputy Commissioner
Life and Health Division
Department of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

NAIC #: 66168
Group #: 869
FEIN: 41-0417830

RE: Minnesota Life Filing No. JAB-1923

09-50582T Group Accident and Sickness Insurance Policy
09-50573 Policy Schedule
09-50584T Application to Participate in Trust
09-50585T Trustee's Application
09-50583T Group Accident and Sickness Certificate of Insurance
09-50574 Certificate Schedule
09-50571 Plan Sponsor's Application
09-50572 Group Accident and Sickness Insurance Application

Dear Mr. Honey:

The above-referenced forms are being submitted for your review and approval. These forms are new and are not intended to replace any forms previously approved by your department.

These forms provide group accident and sickness coverage under a group insurance trust. The Trust is situated in the State of Delaware. The policy will be issued to BNY Mellon Trust of Delaware, as appointed Trustee under the Group Insurance Trust for Financial Institutions II ("Trust").

09-50582T is a Group Accident and Sickness Insurance Policy providing single, joint or family coverage for death, disability, hospital or medical care caused by an accidental injury or illness. The coverage will be made available through financial institutions for offer to their eligible customers.

This group accident and sickness insurance program provides for a number of optional benefits that may be included to accommodate the needs of a particular financial institution plan sponsor. Each benefit is stand alone. Any combination of benefits may be offered by a specific plan sponsor. The benefits included in the certificate will reflect those elected by the plan sponsor.

The program may be offered as contributory or non-contributory coverage or a combination of both.

09-50585T is the application which will be signed by BNY Mellon Trust of Delaware in its capacity as Trustee and Policyholder of the group policy. The signed application for group policy 09-50582T is attached for your reference. Form 09-50585T will be signed by the Trustee for each additional group policy that is issued to the Trust.

09-50573 is the Policy Schedule to be issued with the group policy. The policy schedule contains information specific to the plan sponsor's insurance program.

09-50583T is the Certificate of Insurance that will be issued to persons insured under the group policy. It contains the main provisions of the policy that affect the insured.

09-50574 is the Certificate Schedule to be issued with the certificate. The certificate schedule contains information specific to the insured's coverage under the program. For example, the certificate schedule identifies the applicable benefits, maximum amounts and terms, premium amounts, type of coverage and effective date.

09-50584T is the application a plan sponsor will complete in order to participate under the Trust.

09-50571 is the application a participating plan sponsor will use to select the benefits that will be made available to its eligible customers.

09-50572 is the application that will be completed by eligible customers in connection with this program. Several premium payment options are available under this program including (1) escrow; (2) EFT (electronic funds transfer); (2) credit card; and (3) direct billing. Plan Sponsors will have the option of determining the various premium payment options for this insurance plan. Depending on the premium payment option(s) selected by the Plan Sponsor, the back of the application may vary to show the different premium payment authorizations.

These forms will be marketed through the following channels of distribution: point of sale, direct mail, telemarketing, internet or other methods of distribution. The enclosed application form can be used in each channel of distribution.

The text in brackets indicates the information that may be included or excluded depending on the marketing approach. The amounts in brackets are representational.

Variable language has been marked with brackets to indicate optional benefits or provisions. If language is changed, it will never be less favorable than your state's laws allow. Explanation of Variables documents are also enclosed describing the bracketed material.

The format of the enclosed forms may vary depending on marketing and client needs, e.g. paper size, electronic distribution, etc. Minnesota Life Insurance Company also reserves the right to change the color, font, sequential order and layout of the enclosed forms. These formatting variations will not affect the readability requirements and standards of applicable state law.

I look forward to your approval of the above-referenced forms in the State of Arkansas. Please contact me if you have any questions about this submission. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Jeanine A. Berfeldt". The signature is written in a cursive, slightly slanted style.

Jeanine A. Berfeldt

Product Compliance Analyst

Tel: 651.665.4460

Fax: 651.665.5424

Email: jeanine.berfeldt@securian.com

Minnesota Life Insurance Company

Actuarial Memorandum

1. Scope and Purpose

This memorandum is intended to provide actuarial information in support of premium rates for the Policy 09-50582T on behalf of Minnesota Life Insurance Company. This filing may not be appropriate for other purposes.

2. Benefit Description

Policy 09-50582T provides a variety of benefits. Benefits can be structured to provide 24-hour coverage, or they can be subject to other covered activities as listed on the Benefit Schedule. These other covered activities include being involved in a motor vehicle accident as a driver, passenger, or pedestrian. A summary of the benefits is included here. Additional detail on the benefits can be found in the above captioned policy.

Accidental Death: Benefits are provided for an insured person's accidental death resulting from an injury, subject to conditions and limitations shown in the certificate.

Accidental Dismemberment: Benefits are provided for an insured person's accidental dismemberment resulting from an injury, subject to conditions and limitations shown in the certificate. A percentage of the maximum amount is paid for a given injury, with the percentages for a list of injury types indicated in the certificate.

Accident Medical Expense: Subject to limitations due to multiple insurance coverage and to other conditions and limitations shown in the certificate, if an insured person sustains an injury that requires him or her to be treated by a physician, we will pay the Usual and Customary Charges incurred for medically necessary covered accident medical services received due to that injury, up to the Accident Medical Expense Benefit Maximum Amount shown in the Benefit Schedule.

Adaptive Home and Vehicle Benefit: If an insured person's home and/or private motor vehicle require modifications to accommodate a dismemberment and/or total and permanent disability resulting from an injury, we will pay a benefit equal to the lesser of the maximum amount shown on the Benefit Schedule, or the actual cost of the alterations, subject to conditions and limitations shown in the certificate.

Catastrophe Cash Benefit: If an insured person's injury results in paralysis or coma, we will pay a benefit based on the cause of disability as shown in the certificate, subject to conditions and limitations shown in the certificate.

COBRA Benefit: If an insured person dies as a result of an injury and is survived by a spouse and/or one or more dependent children, we will pay a monthly or annual benefit to allow surviving dependents to continue their group medical coverage, subject to conditions and limitations shown in the certificate. Benefits will continue until the earlier of the date the total amount of annual COBRA

benefits paid equals the maximum amount shown on the Benefit Schedule or the date the dependents cease being covered as COBRA participants under the group medical plan.

Coma Benefit: If injury renders an insured person comatose, and if the coma continues for a specified number of consecutive days, we will pay a monthly benefit equal to 1% of the maximum amount as long as the insured person remains comatose due to that injury, subject to conditions and limitations shown in the certificate.

Common Accident Benefit: If both an insured and the insured's spouse die from injuries resulting from a common accident, we will pay a benefit as shown in the insured's Benefit Schedule.

Common Carrier Benefit: If an insured person dies as a direct result of an injury involving a collision, crash or sinking of a common carrier while riding as a fare-paying passenger, we will pay a benefit in the amount shown on the Benefit Schedule.

Dependent Benefit: If an insured or an insured spouse dies as a result of an injury, we will pay a benefit to the beneficiary, in the amount shown on the Benefit Schedule, for each eligible dependent. In addition, the Benefit Schedule may include a benefit amount to be payable if there are no eligible dependents.

Dependent Child Care Benefit: If an insured or an insured spouse dies as a result of an injury, we will pay a benefit for child care expenses for surviving qualified dependent children, subject to conditions and limitations shown in the certificate.

Disappearance and Exposure Benefit: If an insured person's body has not been found after one year from the date the conveyance in which the insured person was traveling disappeared, exploded, sank, became stranded, made a forced landing or was wrecked, it shall be presumed, subject to all other terms of the certificate and any concerns of fraud or foul play, that the insured person has died as a result of an injury. Such accidental death shall be considered a covered loss under the terms of the certificate, subject to conditions and limitations shown in the certificate. Also, unavoidable exposure to the elements resulting in the Insured Person's injury or death will be considered a covered loss for the purpose of determining benefits payable under the certificate.

Dislocations and Fractures Benefit: If an insured person sustains an injury that results directly in a covered dislocation and/or fracture as specified in the certificate, we will pay a percentage, as listed in the certificate, of the dislocations and/or fractures benefit maximum amount shown in the Benefit Schedule, subject to conditions and limitations shown in the certificate.

Education Benefit: If an insured or an insured spouse dies as a result of an injury, we will pay an education benefit for the surviving spouse and/or each qualifying dependent child, subject to conditions and limitations shown in the certificate. In addition, the Benefit Schedule may include a benefit amount to be payable if there are no eligible dependent children and/or spouse.

Emergency Transportation and Treatment Benefit: If an insured person sustains an injury that, within a specified period of time after the date of the accident that caused the injury, requires the insured person to receive medically necessary transportation and/or emergency treatment in a hospital emergency room or a satellite emergency center, we will pay a percentage, as listed in the certificate,

of either the emergency treatment benefit maximum amount or the emergency transportation maximum amount shown in the Benefit Schedule, subject to conditions and limitations shown in the certificate. If both emergency transportation and emergency treatment expenses are incurred due to the same accident, only one amount, the highest, will be paid.

Escalator Benefit: The maximum amounts shown on the Benefit Schedule will be increased for benefits for which the Escalator Benefit applies. The Benefit Schedule will list the benefits to which the Escalator benefit applies, the percentage of the increase, and the period of time for which the increases continue. Each increase will be based on the initial benefit amount.

Family Leave Benefit: If an insured person, insured person's spouse or domestic partner, or an immediate family member (if so indicated in the certificate) is disabled due to an injury and an insured, insured's spouse or domestic partner, or an immediate family member (if so indicated in the certificate) takes an unpaid leave of absence or resigns from his or her full-time employment to provide continuous care for the disabled individual, we will pay a monthly benefit, subject to conditions and limitations shown in the certificate. The benefit will be the lesser of the family leave maximum amount specified in the Benefit Schedule and the result of multiplying 1/12th of the annual earnings of the caregiver by the percentage of earnings reflected in the family leave benefit in the Benefit Schedule.

Felonious Assault Benefit: A felonious assault benefit is paid when an insured person sustains an injury as a result of a felonious assault for which benefits are payable, subject to conditions and limitations shown in the certificate, under the following coverages, if provided by the certificate: Accidental Death Benefit, Accidental Dismemberment Benefit, Catastrophe Cash Benefit, Coma Benefit, Paralysis Benefit, or Permanent Total Disability Benefit. The amount payable under this benefit is shown on the Benefit Schedule. Only one benefit is payable for all injuries resulting from the same felonious assault.

Funeral Expense Benefit: If an insured person sustains an injury that results in death, we will pay a benefit amount, as shown in the Benefit Schedule, to help with customary funeral expenses such as services and materials provided by an undertaker, or a tombstone or plaque.

Grief Counseling Benefit: If an insured or an insured spouse sustains an injury resulting in death and is survived by a spouse or domestic partner, and/or dependent children, we will pay a benefit for counseling services received by the spouse or domestic partner, and/or dependent children within 1 year of the accidental death. Upon our receipt of proof of payment for such counseling sessions, we will pay the amount shown on the Benefit Schedule per counseling session, limited to the maximum number of sessions shown on the Benefit Schedule for spouse or domestic partner, and all dependent children combined.

Homecare Benefit: If, as the result of an injury, an insured or an insured spouse: 1) becomes totally and permanently disabled and requires continuous care; or 2) requires continuous care, we will pay a monthly homecare benefit, subject to conditions and limitations shown in the certificate. If continuous care is provided by a qualifying family member, we will pay a benefit equal to a percentage of the qualifying family member's monthly earnings up to: 1) a maximum percentage of the monthly total and permanent disability benefit being received or 2) the maximum amount shown on the Benefit

Schedule. If continuous care is provided by a homecare provider, we will pay a benefit equal to: 1) a maximum percentage of the monthly total and permanent disability benefit being received; or 2) the maximum amount shown on the Benefit Schedule.

In-Hospital Accident Daily Benefit: If an insured person sustains an injury that requires confinement in a hospital as an inpatient, we will pay a benefit for each day after a specified number of day(s) of medically necessary confinement due to that injury, subject to conditions and limitations shown in the certificate. The amount of the benefit is shown on the Benefit Schedule per day of medically necessary inpatient confinement due to that injury.

In-Hospital Accident Single Payment Benefit: If an insured person sustains an injury that requires the insured person to be confined in a hospital as an inpatient, we will pay a benefit after a specified number of day(s) of medically necessary confinement due to that injury, retroactive to the first day of confinement, subject to conditions and limitations shown in the certificate. The amount of the benefit is shown on the Benefit Schedule.

In-Hospital Sickness Daily Benefit: If, after an insured person has been covered for at least a specified number of consecutive months and sustains a sickness that requires confinement in a hospital as an inpatient, we will pay a benefit for each day after a specified number of day(s) of medically necessary confinement due to that sickness, subject to conditions and limitations shown in the certificate. The amount of the benefit is shown on the Benefit Schedule per day of medically necessary inpatient confinement due to that sickness.

In-Hospital Sickness Single Payment Benefit: If, after an insured person has been covered for at least a specified number of consecutive months and sustains a sickness that requires confinement in a hospital as an inpatient, we will pay a benefit after a specified number of day(s) of medically necessary confinement due to that sickness, retroactive to the first day of confinement, subject to conditions and limitations shown in the certificate. The amount of the benefit is shown on the Benefit Schedule.

Intensive Care Unit Benefit: If an insured person becomes confined in an intensive care unit and, if required by the certificate, if benefits have become payable for an insured person under one or more of the In-Hospital Accident or Sickness Benefits, we will pay a benefit in the amount shown on the Benefit Schedule for each day the insured person is confined in and charged for an intensive care unit, subject to conditions and limitations shown in the certificate.

Medical Evacuation Benefit: If, as a result of an injury, an insured person requires air transport to a hospital or satellite emergency center, while the insured person is outside a specified distance from his or her current place of primary residence or outside of the United States (as indicated in the certificate), we will pay a benefit equal to the lesser of the incurred costs for such air transport or the amount shown in the Benefit Schedule, subject to conditions and limitations shown in the certificate.

Paralysis Benefit: If injury to an insured person results in any one of the types of paralysis specified in the certificate, we will pay the percentage for that type of paralysis (as indicated in the certificate) of the maximum amount shown in the Benefit Schedule, subject to conditions and limitations shown in the certificate.

Physician's and/or Dentist's Office Visit Benefit: If, after an insured person has been covered for at least a specified number of consecutive months, an insured person visits a physician's and/or a dentist's office for treatment of: routine well care and/or an injury and/or sickness while coverage under this benefit is in force, we will pay a benefit equal to the per visit benefit shown in the Benefit Schedule, subject to conditions and limitations shown in the certificate.

Recuperation Sickness and/or Accident Daily Benefit: If an insured person sustains a sickness and/or an injury that requires the insured person to be confined in a hospital as an inpatient, we will pay a benefit for each day after a specified number of day(s) of medically necessary confinement due to that sickness or injury, subject to conditions and limitations shown in the certificate. The amount of the benefit is equal to 100% of the daily maximum amount shown for the recuperation daily benefit in the Benefit Schedule per day of medically necessary inpatient confinement due to that sickness and/or injury up to the maximum number of days shown for the Recuperation Daily Benefit in the Benefit Schedule during any one period of confinement. The benefit is paid upon discharge from the hospital.

Repatriation of Remains Benefit: If an insured person suffers an injury resulting in death occurring at least 75 miles from his or her current place of primary residence, a benefit in the amount shown on the Benefit Schedule shall be paid for the preparation and transport of the insured person's body. Proof must be provided that someone has, or will, use this benefit for the preparation and transport specified.

Return of Premium: The return of premium benefit will be payable when we receive satisfactory proof that the insured has died and no benefit is payable under this certificate as a result of the death. The amount of the return of premium benefit will be the sum total of either all monthly premiums paid under the certificate, or the monthly premiums paid for a specified number of years prior to death.

Seatbelt and/or Air Bag Benefit: If an insured person sustains an injury resulting in dismemberment and/or death while driving or riding in a private passenger vehicle and while wearing a seatbelt and/or sitting in a seat equipped with a properly installed airbag at the time of loss, we will pay a benefit equal to the amount shown in the Benefit Schedule, subject to conditions and limitations shown in the certificate.

Simultaneous in-Hospital Accident Daily Benefit: If an insured person and his or her spouse or domestic partner each sustain an injury from the same accident that requires both to be confined in a hospital as inpatients at the same time, we will pay a benefit for each day after a specified number of day(s) of medically necessary confinement due to that injury, subject to conditions and limitations shown in the certificate. The amount of the benefit is shown on the Benefit Schedule per day of medically necessary inpatient confinement due to that injury. The benefit is payable up to the maximum number of days shown on the Benefit Schedule during any one period of confinement.

Temporary Total Disability Accident Benefit: If, as a result of an injury, an insured person is rendered temporarily totally disabled within a period of time after the accident that caused the injury, and if the temporary total disability due to that injury continues throughout the elimination period as shown in the benefit schedule, we will pay a monthly benefit beginning in the month following the elimination period, subject to conditions and limitations shown in the certificate. The monthly benefit is equal to 100% of the total temporary disability accident maximum amount shown in the Benefit Schedule.

Total and Permanent Accidental Disability Benefit: Upon receipt of proof satisfactory to us that an insured person has sustained a total and permanent accidental disability, prior to a specified age, as a result of an injury, and the total and permanent accidental disability has existed continuously for at least a specified number of months, a monthly and/or lump sum benefit amount, as shown in the Benefit Schedule, will be payable, subject to conditions and limitations shown in the certificate.

Travel Care Benefit: If an insured person is confined to a hospital for longer than a specified number of days as the result of an accidental injury incurred while traveling at least 100 miles from his or her current place of primary residence, we will pay a benefit, subject to conditions and limitations shown in the certificate, to return the insured person's dependent back home or for one person to visit the insured person during such confinement to a hospital.

Waiver of Premium Benefit: If, while under a specified age, and as a result of an injury, an insured person becomes totally and permanently accidentally disabled and the total and permanent accidental disability has existed continuously for a waiting period lasting a specified number of months, insurance will be continued in force without payment of premium during the uninterrupted continuance of the total and permanent accidental disability, subject to conditions and limitations shown in the certificate.

Weekly Accident Benefit: If, as a result of an injury, an insured person is rendered totally disabled, we will pay a benefit equal to the lesser of the weekly maximum amount shown for the weekly accident benefit in the Benefit Schedule, or a specified percentage of the insured's weekly earnings, subject to conditions and limitations shown in the certificate .

3. Renewability Clause

The certificate holder or the policyholder or Minnesota Life may discontinue coverage with 31 days written notice. For each policy in a class, Minnesota Life may prospectively change the premium rates on any premium due date, but not more than once in each policy year.

4. Applicability

This memorandum applies to premium rates for the Policy 09-50582T underwritten by Minnesota Life.

5. Mortality and Morbidity

Assumptions for mortality and morbidity were developed using government statistics, industry studies, and other sources of information, including but not limited to the following:

1996 ADB Table Report by Jay Jaffe
1985 CIDA Table
Report of the Society of Actuaries: Group Life Insurance Experience Committee, March 2006
HCUPNet
Milliman's 2008 Health Cost Guidelines™
National Spinal Cord Injury Statistical Center
Spinal Cord Injury Information Network
National Safety Council - Injury Facts
Center for Disease Control - National Center for Health Statistics - National Vital Statistics Reports

Center for Disease Control - National Center for Health Statistics - National Health Statistics Reports
Center for Disease Control - WISQARS Query
US Census Bureau – The 2009 Statistical Abstract
US Department of Transportation - National Highway Traffic Safety Administration

6. Trend Assumption - Medical and Insurance

Trend assumptions will be developed for use with the Accident Medical Expense and Emergency Transportation and Treatment benefits.

7. Marketing Method

This policy will be sold primarily via direct response marketing, point-of-sale, and via group-sponsored enrollments.

8. Expenses

Expenses, which include commissions, will range from 20% to 70%, depending on the distribution channel and case size and characteristics.

9. Underwriting

There is no medical underwriting of certificate holders.

10. Premium Clauses

In general, first premiums will be due on the first of the month after coverage is effective, and subsequent premiums will be payable on the premium due date. However, the product may be marketed with a one to three month “no cost” period, after which premiums will be payable on the premium due date. In addition, the product may be marketed with an “initial period” of one to three months, during which gross premiums will be a nominal amount (for example, \$1) and then revert to a standard monthly rate. This latter case will work just as the general case as far as when premiums are paid.

11. Issue Age Range

The minimum issue age is 18. Our policy forms allow for variance in setting the maximum issue age, but, at least initially, we do not anticipate imposing a maximum issue age. Benefits may reduce or terminate coverage at certain ages.

12. Premium Modalization Rules

Unless we have agreed to some other premium payment procedure, premiums are paid monthly. Quarterly payments equal three times the monthly rate, while annual premiums are twelve times the monthly rate.

13. Liabilities and Reserves

Reserves and liabilities will be established in conformity with state laws and appropriate accounting principles, using prescribed mortality and morbidity tables.

14. Anticipated Loss Ratio

The anticipated loss ratio is a function of the marketing method employed, acquisition costs, administrative costs, commissions, and inclusion of a no cost period or initial period with a nominal charge (generally one to three months). As disclosed in number 8 above, we anticipate a range of loss ratios between 30% and 80%.

The gross monthly premium rate = monthly claim cost ÷ targeted loss ratio.

15. Actuarial Certification

I, Scott M. Shover, am Senior Associate Actuary of Securian Financial Group, Inc. I am a member of the American Academy of Actuaries, and I meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

I hereby certify that to the best of my knowledge and belief the above submission conforms to generally accepted actuarial principles, standards and guidelines, and that premiums are not inadequate, excessive, unfairly discriminatory, or unreasonable in relation to benefits provided.



SCOTT M. SHOVER, FSA, MAAA

September 14, 2009

Date

AGREEMENT AND DECLARATION OF TRUST

THIS AGREEMENT AND DECLARATION OF TRUST (this "Agreement") is entered into in the City of Newark, State of Delaware, as of this 14th day of September, 2009 by and between Oakleaf Service Corporation, a Minnesota Corporation (hereinafter referred to as "the Trustor"), and BNY Mellon Trust of Delaware, a Delaware banking corporation (hereinafter referred to as the "Trustee").

WITNESSETH:

THAT, WHEREAS, it has been proposed that various types of insurance be obtained for the benefit of borrowers, depositors, customers and members of certain financial institutions who elect to participate under this Agreement, and

WHEREAS, to implement various plans of insurance, the Trustor desires to create a trust and to establish a Trust Fund to be used in the manner hereinafter set forth, and

WHEREAS, the Trustee has undertaken and agreed to act as the Trustee of the Trust Fund to be established in connection with the various plans of insurance;

NOW, THEREFORE, in consideration of the premises, in order to create said Trust to be known as the "Group Insurance Trust for Financial Institutions II", it is mutually understood and agreed as follows:

SECTION I

DEFINITIONS

1. "Trust Fund" as used herein shall mean the Group Insurance Trust for Financial Institutions II Fund and shall consist of the money, group insurance policies or other property which may come into the possession of the Trustee as Trustee under this Trust or of the Administrator. Any part of the Trust Fund in the possession of the Trustee will be held by the Trustee in a segregated non-interest bearing trust account.
2. The term "Insurance Plan" as used herein shall mean each plan of group or individual life, accident, health, or disability insurance as evidenced by the specimen policy attached hereto as Exhibit A and as the same may be modified from time to time as herein provided.
3. The terms "Participating Financial Institution" or "Participating Financial Institutions" as used herein shall include all financial institutions, including banks, savings and loans, thrift institutions, mortgage banking and servicing firms, credit

unions, credit card issuers, or similar organizations who desire to make available the Insurance Plan to their eligible borrowers, depositors, customers or members, and which agree to participate in the Trust and to be bound by the provisions hereof. To be a Participating Financial Institution, the Trustee, at the written direction of the Trustor or Administrator, must approve the financial institution's written application to participate in the Trust.

4. The terms "Borrowers", "Depositors", "Customers" and "Members" as used herein shall be deemed to include all of the borrowers, depositors, customers and members of the Participating Financial Institutions.
5. The term "Trustee" as used herein shall mean the Trustee empowered to act hereunder, and any Successor Trustee.
6. The term "Policy" as used herein shall mean any group or individual life, accident, health, or disability insurance contract issued by Minnesota Life Insurance Company (herein referred to as "the Insurer").
7. The term "Administrator" as used herein shall mean the Administrator appointed pursuant to the Administration Agreement.
8. The term "Administration Agreement" as used herein shall mean the Administration Agreement, dated as of September 14, 2009 between the Trustee and Minnesota Life Insurance Company, in substantially the form attached as Exhibit B hereto.

SECTION II

CREATION OF THE TRUST AND ACCEPTANCE

1. The Trustor hereby creates and establishes the Trust and appoints the Trustee as trustee of the Trust.
2. The Trustee hereby accepts such appointment, to have all rights, powers and duties set forth herein and in accordance with the applicable law with respect to accomplishing the limited purposes of the Trust, acknowledges receipt of \$1 from the Trustor and agrees to serve as Trustee hereunder in accordance with the express terms hereof.
3. The Trustee shall establish a segregated non-interest bearing trust account for the deposit of the assets of the Trust Fund.

SECTION III

RIGHTS AND DUTIES OF THE TRUSTEE

1. The Trustee in its capacity hereunder shall act in the name of the Trustee of the Group Insurance Trust for Financial Institutions II and shall conduct the business of the Trust and execute all instruments in that name. The Administrator shall, on behalf of the Trust, collect and receive the premium contributions due the Insurer from the insured borrowers, depositors, customers and members of each Participating Financial Institution. Any premium contributions received by the Administrator shall be remitted to the Insurer.
2. As directed in writing by the Trustor, the Trustee shall execute as Trustee applications of the Group Insurance Trust for Financial Institutions II provided to it for submission to the Insurer for one or more life, accident, health, or disability insurance contracts for the benefit of the eligible Borrowers, Depositors, Customers or Members of the Participating Financial Institution. Such insurance shall comply substantially with the specimen policy set forth in "Exhibit A" attached hereto.
3. The Trustee at the written direction of the Trustor may exercise all rights or privileges granted to the policyholder or contractholder by a provision of the policy or policies or allowed by the Insurer, and at the written direction of the Trustor may agree with the Insurer to changes or substitutions in the insurance policy or policies held by the Trustee; provided, however, that the Insurer shall not be required to inquire into the authority of the Trustee with regard to any dealings in connection with such policy or policies.
4. The Trustee is hereby authorized and directed to enter into an administration agreement (the "Administration Agreement") with the Insurer (acting as the Administrator), the Participating Financial Institutions, or other persons, for the performance of the administrative and clerical duties to be performed on the part of the Trust in connection with the Insurance Plan, including, but not limited to:
 - a) Informing Participating Financial Institutions of any changes in the rate of premium contributions;
 - b) Notifying Participating Financial Institutions as to any non-payment of premium contributions;
 - c) Delivering of certificates of participating to newly insured Borrowers, Depositors, Customers or Members;
 - d) Apportioning dividends declared under policies held by the Trust to Participating Financial Institutions;
 - e) Receiving and accounting for premium contributions from the Participating Financial Institutions;
 - f) Arranging with the Participating Financial Institutions for the implementation of procedures for the efficient administration of the Insurance Plan.

5. In addition to the powers conferred upon the Trustee either expressly by, or by necessary implication of, the other provisions of this Agreement, the Trustee shall have such other powers, not inconsistent with law or equity, as may be necessary and proper to attain the objectives of this Agreement.
6. Exoneration and Indemnification – The Trustee shall act hereunder only as expressly provided herein and shall not be liable in any other capacity for:
 - a) Any obligation of the Trust Fund or any obligation incurred by the Trustee acting as Trustee; nor
 - b) Any action taken or omitted in good faith by the Trustee, or by any legal counsel, accountant, auditor, or clerical or administrative personnel selected by the Trustee with reasonable care; nor
 - c) Any actions or omissions of the Insurer and/or the Administrator (appointed pursuant to the provisions of Section III, paragraph 4 hereof) while acting on behalf of the Trust in the performance of any of the administrative functions permitted by this Agreement.

Anything herein to the contrary notwithstanding, the Trustee shall not be liable on account of any act or acts which the Trustee may perform in the administration of this Trust on the express written instructions of the Trustor or the Administrator and the Trustor shall indemnify and save harmless the Trustee against any and all loss, liability, claims, damage, cost or expense (including reasonable fees and expenses of counsel) which the Trustee, acting in accordance with any such instructions, may incur in the exercise and performance of any powers and duties hereunder. This indemnity shall survive the termination of this Agreement and the resignation or removal of the Trustee.

The Trustee shall not be required to undertake or defend any litigation which may arise by reason of the existence of the Trust Fund or this Agreement. The Trustee shall not be liable for any action taken or omitted or for any loss or injury resulting from its actions or its performance or lack of performance of its duties hereunder in the absence of gross negligence or willful misconduct on its part. In no event shall the Trustee be liable for any consequential, punitive or special damages. The Trustee shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Trustee (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war or terrorism, accidents, labor disputes, loss or malfunction of utilities or computer software or hardware, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility). Any party, including the Insurer, which shall deal with the Trustee may conclusively presume that any act by the Trustee is in accordance with the provisions of this Agreement and shall not be obliged to take cognizance of the provisions of this

Agreement nor to inquire into the necessity or expediency of any such act on the part of the Trustee nor to see to the application of any monies or properties by the Trustee.

7. The Trustee shall maintain books of account and records of all its transactions.
8. The Trustee shall continue to serve as Trustee hereunder until its resignation or removal as provided herein.
9. The Trustee acting hereunder may resign 60 days following the receipt by the Trustor of the Trustee's written notice of resignation. Any Trustee acting hereunder may be removed 60 days following the receipt by the Trustee of the Trustor's written notice of such removal. The Successor Trustee shall, with the consent of the Trustor, acknowledge acceptance of the Trust in writing. The Successor Trustee shall not be liable for the acts or omissions of the prior Trustee or Successor Trustees. Any delegation of the Trustee's duties to the Insurer, the Administrator or the Participating Financial Institutions shall remain in effect until modified or revoked by the Successor Trustee.
10. The Trustee thus removed or resigning hereunder shall execute any and all papers and documents provided to it and reasonably required to transfer the insurance policies, funds, books, records, and other property of the Trust to the Successor Trustee.
11. In the administration of the Trust created hereby, the Trustee may execute any of the trusts or powers hereof and perform any of its powers and duties hereunder directly or through its affiliates, agents or attorneys, and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.
12. The Trustee is authorized to follow and rely upon all instructions given by officers named in incumbency certificates furnished to the Trustee from time to time by the Trustor or the Administrator, and by attorneys-in-fact acting under written authority furnished to the Trustee by the Trustor or the Administrator, including, without limitation, instructions given by letter, facsimile transmission, or electronic media, if the Trustee believes such instructions to be genuine and to have been signed, sent or presented by the proper party or parties. The Trustee shall not incur any liability to anyone resulting from actions taken by the Trustee in reliance in good faith on such instructions. The Trustee shall not incur any liability in executing instructions (i) from any attorney-in-fact prior to receipt by it of notice of the revocation of the written authority of the attorney-in-fact or (ii) from any officer of the Trustor or the Administrator named in an incumbency certificate delivered hereunder prior to receipt by it of a more current certificate. The Trustor acknowledges and agrees that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee, and that there may be more secure methods of

transmitting instructions than the method selected by the sender. The Trustor agrees that the security procedures, if any, to be followed in connection with a transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

13. The Trustee may charge a reasonable fee for its services and expenses. All such fees and expenses shall be paid by the Administrator, or by the Trustor to the extent they are not paid by the Administrator and the Trustee will be entitled to be reimbursed upon demand for all expenses, disbursements and advances incurred or made in connection with this Agreement
14. The Trustee may employ may consult with legal counsel at the expense of the Trustor as to any matter relating to this Agreement, and the Trustee shall not incur any liability in acting in good faith in accordance with any advice from such counsel.
15. No party dealing with the Trustee shall be obliged to see the application of any funds or property of the Trust or to see that the terms of the Trust have been complied with or be obliged to inquire into the necessity or expedience of any action of the Trustee. Every instrument executed by the Trustee shall be conclusive in favor of any person relying thereon that:
 - a) Said instrument was executed in accordance with the terms and conditions of this Agreement;
 - b) The Trustee was duly authorized and empowered to execute such instrument; and
 - c) At the time of the delivery of said instrument the Trust created by this Agreement was in full force and effect.

SECTION IV

PARTICIPATING FINANCIAL INSTITUTION'S RIGHT TO WITHDRAW

A Participating Financial Institution may elect to withdraw from this Agreement and Declaration of Trust by giving sixty days written notice to the Insurer and the Trustee, prior to the first day of any calendar month. Upon the giving of any such notice, the Participating Financial Institution so electing to withdraw shall include with such notice all unremitted premium contributions made by Participating Financial Institution's insured Borrowers, Depositors, Customers or Members. Any withdrawing Participating Financial Institution agrees that on the date of withdrawal any claim of

whatever kind and nature that said Participating Financial Institution may have or may have at any time thereafter to the Trust Fund in the hands of the Trustee or its successor under the policies themselves shall be relinquished.

SECTION V
AMENDMENTS

The Trustor reserves the right at any time and from time to time by an instrument executed, acknowledged and filed with the Trustee to alter, amend or revoke this Agreement in whole or in part; provided that no such alteration, amendment or revocation shall:

- a) Divert any part of the Trust Fund from the purposes of this Trust; or
- b) Permit any return or payment over of any part of the Trust Fund to any Participating Financial Institution except as provided herein; or
- c) Alter or expand the basic purpose of the Trust to obtain and implement the Insurance Plan for Borrowers, Depositors, Customers and Members; or
- d) Expand the powers of the Trustee beyond those powers expressed herein or affect the rights, benefits and protections provided to the Trustee hereunder without the prior written consent of the Trustee.

SECTION VI
TERMINATION

The Trustor may terminate the Trust at any time by giving the Trustee written notice that this Agreement will be terminated as of a certain date, which will then be the termination date. This Trust shall also terminate at such time that all of the Policies shall be cancelled, such that the purposes of this Trust shall cease to exist. Upon termination of this Trust the Trust shall nevertheless continue as such for the purpose of dissolution and the Trustee shall at the written direction of the Trustor take any action with regard any policies of insurance standing in its name which may be required by the Insurer and otherwise with respect to the Trust Fund.

SECTION VII
GENERAL PROVISIONS

1. The Participating Financial Institutions shall have no obligation as to the performance by the Trustee of its duties hereunder and shall not be liable for any act or omission of the Trustee.

2. All questions pertaining to the validity, construction and administration shall be determined in accordance with the laws of the State of Delaware. Each of the parties hereto hereby submits to the personal jurisdiction of and each agrees that all proceedings relating hereto shall be brought in courts located within the State of Delaware or elsewhere as the Trustee may select. Each of the parties hereby waives the right to trial by jury in any such proceedings.
3. Unless otherwise provided in this Agreement, all notices, directions, requests, demands, acknowledgments and other communications required or permitted to be given or made under the terms hereof shall be in writing and shall be deemed to have been duly given or made (a)(i) when delivered personally, (ii) when made or given by telecopier, facsimile or electronic media, or (iii) in the case of mail delivery, upon the expiration of three days after any such notice, direction, request, demand, acknowledgment or other communication shall have been deposited in the United States mail for transmission by first class mail, postage prepaid, or upon receipt thereof, whichever shall first occur and (b) when addressed as follows:

If to the Trustor:

Oakleaf Service Corporation

400 Robert Street North

Mail Stop: 20-1744

Saint Paul, MN 55101-2098

Attention: Law Department,

Facsimile: 651-665-5424

If to the Administrator:

Minnesota Life Insurance Company

400 Robert Street North

Mail Stop: 20-1744

Saint Paul, MN 55101-2098

Attention: Law Department,

Facsimile: 651-665-5424

If to the Trustee:

BNY Mellon Trust of Delaware

White Clay Center, Route 273

P.O. Box 6995

Newark, Delaware 19714

Attention: Corporate Trust Administration

Facsimile: 302-453-4400

With a copy to:

The Bank of New York

101 Barclay Street

Mailstop: 101-0850

New York, New York 10286

Attention: Insurance Trust and Escrow

Facsimile: 732-667-9536

Each party may from time to time designate a different address for notices, directions, requests, demands, acknowledgments and other communications by giving written notice of such change to the other party. The Administrator, by its execution of the Administration Agreement and acceptance of its appointment as Administrator hereunder, agrees to the terms of this paragraph and such other terms hereof as may refer to the Administrator.

4. No insured borrower, depositor, customer or member of a Participating Financial Institution or any person claiming by or through such borrower, depositor, customer or member shall have any right, title, or interest in or to the Trust Fund or any part thereof; provided, however, any borrower, depositor, customer or member who shall be actually covered by a policy of insurance held by the Trust shall, subject to the terms and conditions of the policy under which the coverage is afforded, be entitled to the insurance benefits in the amount and to the extent provided by that policy.
5. This Agreement may be executed by each of the parties hereto in any number of counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all such counterparts shall together constitute one and the same agreement.
6. In order to comply with its duties under the USA Patriot Act, the Trustee may obtain and verify certain information and documentation from the Trustor and the Administrator, including, but not limited to, each such party's name, address and other identifying information.

IN WITNESS WHEREOF, the Trustor and the Trustee have signed this Agreement as of the above date.

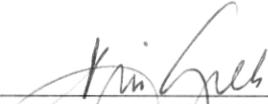
Oakleaf Service Corporation

By 

Title Vice President

Attest: 

BNY Mellon Trust of Delaware

By 

Title **Kristine K. Gullo**
Vice President

EXHIBIT B

ADMINISTRATION AGREEMENT

THIS AGREEMENT made this 14th day of September, 2009, by and between BNY Mellon Trust of Delaware, organized under the laws of the State of Delaware and established in Newark, Delaware, not in its individual capacity but solely as Trustee, and MINNESOTA LIFE INSURANCE COMPANY (hereinafter referred to as "Minnesota Life").

WITNESSETH THAT:

WHEREAS, said BNY Mellon Trust of Delaware has been appointed and is acting as the Trustee under an Agreement of Trust dated September 14, 2009 (the "Trust Agreement"), by and between Oakleaf Service Corporation ("Trustor") and said BNY Mellon Trust of Delaware (hereinafter with any other trustee or trustees serving under said Agreement, for the time being from time to time, sometimes referred to as the "Trustee"), the purpose of which is to afford to certain financial institutions referred to in said Agreement as "Participating Financial Institutions" group insurance benefits for eligible borrowers, depositors, customers, and members of said Participating Financial Institution who shall qualify for said insurance; and

WHEREAS, pursuant to the provisions of said Trust Agreement the Trustee is authorized and directed to appoint such person, firm or corporation as may be deemed acceptable to be Administrator of the Trust Fund held under said Trust Agreement with such responsibilities as may be determined by the Trustee; and

WHEREAS, Minnesota Life is such a corporation and in Trust Agreement the direction of the Trustor is provided to appoint Minnesota Life as such Administrator;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Trustee and Minnesota Life (hereinafter with any successor or successors sometimes referred to as the "Administrator") hereby agree as follows:

1. The Administrator shall, in general, act as a liaison between the Trustee and the Participating Financial Institutions and shall, on the Trustee's behalf, perform such ministerial acts with respect to the Insurance Fund as the Trustee shall from time to time require, including, by way of example and not of limitation, the following:

- A. The billing and collection of insurance premiums from Participating Financial Institutions under said Trust Agreement;
 - B. The calculation of payment formulas and the allocation of administrative charges, including legal and accounting fees;
 - C. The maintenance of eligibility records and any other records pertinent to the Trust Fund in form satisfactory to the Trustee, which records shall be kept available by the Administrator for inspection during regular business hours by the Trustee, the Trustor, or their respective authorized representatives or designees;
 - D. The promotion of the Trust Fund, provided that the Administrator shall not be required by the Trustee to perform promotional services as those services shall be within the discretion of the Administrator; but provided further, should any such services be performed, the Administrator shall not permit the publication of any promotional material bearing the name of the Trustee without first having obtained the written permission of the Trustee to do so;
 - E. The distribution to Participating Financial Institutions and/or the eligible borrowers, depositors, customers, or members of Participating Financial Institutions of certificates of group insurance or of individual policies of insurance, if, and whenever and as often as required; and
 - F. The preparation on behalf of the Trustee and/or any and all participants under the Trust Agreement of all forms and schedules necessary to comply with any and all federal and state registration and disclosure statutes, rules and regulations.
3. The Administrator shall provide on an annual basis a report of insurance premiums collected under the Trust Agreement.
4. The Administrator shall serve at the pleasure of the Trustee and shall, upon ten (10) days' written notice mailed to the Administrator's place of business by certified or registered mail, postage prepaid and requesting the Administrator to do so, forthwith resign as Administrator and yield up to the Trustee all books, records, monies and other documents in the Administrator's possession which comprise a part of or relate to the Trust Fund. The Administrator may resign at any time upon thirty (30) days' written notice mailed to the Trustee's place of business by certified or registered

mail, postage prepaid, and in that event shall in similar fashion yield up to the Trustee all of the aforesaid monies and documents.

5. The rights, privileges, benefits and immunities given to the Trustee in the Trust Agreement including, without limitation, its right to be indemnified, are expressly incorporated hereby by reference thereto, and are extended to, and shall be enforceable by, the Trustee hereunder, and to any agent, custodian and other Persons employed to act hereunder.
6. This Administration Agreement is a Delaware agreement and its validity, construction and effect shall be determined and governed by the laws of the State of Delaware. Each of the parties hereto hereby submits to the personal jurisdiction of and each agrees that all proceedings relating hereto shall be brought in courts located within the State of Delaware or elsewhere as the Trustee may select. Each of the parties hereby waives the right to trial by jury in any such proceedings.
7. Capitalized terms used but not defined herein shall have the meanings as defined in the Trust Agreement.

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized.

MINNESOTA LIFE INSURANCE COMPANY

BNY MELLON TRUST OF DELAWARE, not in its individual capacity but solely as Trustee

By 
Title Executive Vice President & CFO

By 
Title **Kristine K. Gullo**
Vice President

Signed to signify its consent hereto:

OAKLEAF SERVICES CORPORATION

By 
Title Vice President

INDEMNITY AGREEMENT

THIS AGREEMENT made this 14th day of September, 2009, by and between Minnesota Life Insurance Company, a corporation existing under the laws of the State of Minnesota, with Executive Offices located at St. Paul, Minnesota, (hereinafter referred to as the “Indemnitor”) and BNY Mellon Trust of Delaware, a banking corporation existing under the laws of the State of Delaware, which maintains offices in the City of Newark, State of Delaware (hereinafter referred to as the “Trustee”).

WITNESSETH:

WHEREAS, the Trustee has agreed to act as the Trustee of that certain Trust under an Agreement and Declaration of Trust with Oakleaf Service Corporation, dated September 14, 2009 (the “Trust Agreement”), known as the Group Insurance Trust for Financial Institutions II; and

WHEREAS, the Indemnitor has agreed to issue group insurance policies to the Trustee; and

WHEREAS, the Indemnitor has itself been designated under the Trust Agreement to act as Administrator of the Trust Fund established pursuant to said Group Insurance Trust for Financial Institutions II; and

WHEREAS, the Trustee will be required to rely upon the judgment and experience of the said Administrator and/or its agents in procuring insurance for the members and beneficiaries of the Trust and for the performance of certain other ministerial duties in connection therewith,

NOW, THEREFORE, in consideration of the agreement of the Trustee to act as Trustee of the Group Insurance Trust for Financial Institutions II, which trust will produce premium earnings for the Indemnitor, the Indemnitor does hereby agree that it will at all times hereafter indemnify the Trustee against any loss, liability, claims, damage, cost or expense (including reasonable attorney’s fees and expenses) which it may sustain or incur by reason of its acceptance of the Group Insurance Trust for Financial Institutions II under the Trust Agreement and its performance thereunder, except for any loss, liability, claims, damage, cost or expense incurred by reason of the unfaithful conduct of any employee of the Trustee or by reason of gross negligence on the part of the Trustee. The indemnity provided hereunder shall survive the termination of the Trust Agreement and the resignation or removal of the Trustee under the Trust Agreement.

IN WITNESS WHEREOF, the Indemnitor and the Trustee have hereunto set their hands and seals the date and year first above written.

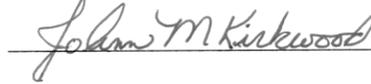
IN PRESENCE OF:

MINNESOTA LIFE INSURANCE COMPANY

By 

Title Executive Vice President & CFO

Witnessed:



BNY MELLON TRUST OF DELAWARE

By 

Title **Kristine K. Gullo**
Vice President

Witnessed:



Trustee's Application

Minnesota Life Insurance Company – A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

MINNESOTA LIFE

Application is hereby made to

MINNESOTA LIFE INSURANCE COMPANY OF SAINT PAUL, MINNESOTA

by

BNY Mellon Trust of Delaware, as Trustee

Whose main office address is

White Clay Center, Route 273

Newark DE 19711

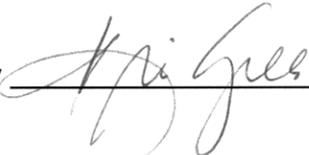
For Group Policy Number 09-50582T a plan of:

Group Accident and Sickness Insurance

Signed at NEWARK, DELAWARE Date SEPTEMBER 15, 2009

Applicant's Full Name

BNY Mellon Trust of Delaware, not in its
individual capacity but solely as Trustee

By  Its Kristine K. Gullo
Vice President

Group Accident Insurance Policy 09-50582T

Explanation of Variables

GENERAL EXPLANATION OF VARIABLES

- Brackets around numbers or alphas in a listing and punctuation or words such as “[and]” “[or]” in a listing will be included or deleted as needed in order to make the statement read correctly.
- Numeric variables within the Policy are shown as typical ranges. If only specific increments apply, these increments will be listed. These variables will always comply with the minimum statutory requirements of the state in which the Policy is delivered.
- Age ranges and percentage reductions may vary on a case-by-case basis.
- The inclusion and length of an incurral and/or waiting period may vary on a case-by-case basis.
- Where benefit titles are bracketed, variations may be used to accommodate benefit selections.

FACE PAGE OF POLICY

- [Plan Administrator] may be changed to reflect a change in our plan administrator, or it may be removed entirely if a plan administrator will not be used.
- Bracketed language will be included or removed depending on how the Policy is written. For example, if “Sickness” coverage is included, that bracketed information will be included.
- Bracketed language will be included if the Policy includes a deductible.
- If the Policy includes the Accident Medical Expense Benefit, the bracketed disclosure for “Excess Insurance” will be included.

TABLE OF CONTENTS

- The actual page numbers for the sections will be provided on the issued Policy.
- The bracketed benefit titles will be included in the Table of Contents only if the benefit is available under the issued Policy.

GENERAL INFORMATION

- The “Effective Date” section will vary on a case-by-case basis depending on whether the plan being offered is Non-Contributory or Contributory.

DEFINITIONS

- The definition of “Covered Activities” will be included when the “Covered Activities” section is included as part of the Policy.
- The definition of “Immediate Family Member” will be included when the [Family Leave Benefit], [Felonious Assault Benefit] or [[Physician’s] [or] [Dentist’s] Office Visit Benefit] is available under the Policy.
- Number (4) under the definition of “Injury” will be included when the “Covered Activities” section is included as part of the Policy.
- The definition of “Plan Administrator” may be removed if a plan administrator will not be used.

LIMITATIONS

- This section will be included on a case-by-case basis.
- “Limitation Due to Multiple Insurance Coverage” language will be included only if a deductible applies and if that deductible must be satisfied by out-of-pocket expenses of the insured before benefits are payable under the Policy.

ACCIDENTAL DEATH BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

ACCIDENTAL DISMEMBERMENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Loss percentages, or the types of losses, may vary on a case-by-case basis.

ACCIDENT MEDICAL EXPENSE BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- If a deductible is to apply to this benefit, the appropriate bracketed language will be included.
- The medical evacuation exclusion (7) will be included on a case-by-case basis.
- The work-related injury exclusion (8) must be included if the same exclusion does not appear in the Exclusions section of the Policy.

ADAPTIVE HOME AND VEHICLE BENEFIT

- This benefit will be included on a case-by-case basis.
- The requirements for payment of this benefit may vary on a case-by-case basis. A benefit may be paid for dismemberment and/or total and permanent accidental disability.
- The length of an incurral period will vary on a case-by-case basis .

CATASTROPHE CASH BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of an incurral period may vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The length of the waiting period may vary on a case-by-case basis and may be 6 or 12 consecutive months.
- The loss percentages and/or types of losses, may vary on a case-by-case basis.
- The options for payment of this benefit may be Lump Sum, Monthly or Lump Sum Then Monthly and may vary on a case-by-case basis.
- Maximum number of monthly benefits will vary on a case-by-case basis and may be 1 to 120.

COBRA BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The benefit payment frequency will vary on a case-by-case and may be annually or monthly.

COMA BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 30, 60, 90, 120, 180 or 365 days.
- The length of the waiting period will vary on a case-by-case basis.

COMMON ACCIDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

COMMON CARRIER BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

DEPENDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Condition (3) will be included when an Eligible Dependent is required for payment of the benefit.

DEPENDENT CHILD CARE BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- This benefit will be paid on either a monthly basis, or on an annual basis for 1, 2, 3, 4, or 5 years.
- The length of an incurral period may be 2, 3, 4, 5 or 6 years.
- The language “One thirtieth (1/30) of the monthly benefit will be paid for each day of a partial month of Child Care Expenses” will be included when the benefit is paid on a monthly basis.
- The language “One fifty-second (1/52) of the annual benefit will be paid for each week of a partial year of Child Care Expenses” will be included when the benefit is paid on an annual basis.

DISAPPEARANCE [AND EXPOSURE] BENEFIT

- This benefit will be included on a case-by-case basis.
- “Exposure” may be included as part of the benefit on a case-by-case basis. The second paragraph of the provision will be included in that event.

DISLOCATIONS [AND FRACTURES] BENEFIT

- This benefit will be included on a case-by-case basis.
- Loss percentages, or the actual types of losses, will vary on a case-by-case basis.

EDUCATION BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Either a Spouse benefit or a Dependent Child benefit, or both benefits may be offered.
- The benefit will be paid on either a lump sum basis or in equal annual installments
- The benefit period will vary on a case-by-case basis and may be 1, 2, 3, or 4 years.

EMERGENCY [TRANSPORTATION] [AND] [TREATMENT] BENEFIT

- This benefit will be included on a case-by-case basis.
- Either the Emergency Transportation Benefit provision or the Emergency Treatment Benefit provision or both benefits will be included on a case-by-case basis.
- The length of an incurral period for the Emergency Transportation Benefit will vary on a case-by-case basis and may be 12, 24 or 48 hours.
- The length of an incurral period for the Emergency Treatment Benefit will vary on a case-by-case basis and may be 24, 48 or 72 hours.
- Language will be included on a case-by-case basis and only if both Emergency Transportation and Treatment benefits are included in the issued certificate.

ESCALATOR BENEFIT

- This benefit will be included on a case-by-case basis.
- Appropriate language will be included depending on whether an increase is applicable to all benefits, or if an increase is applicable to specific benefits, or if the escalator percentage varies.
- The Benefit Schedule provide the escalator percentages, and to which benefits the escalator percentages apply.

FAMILY LEAVE BENEFIT

- This benefit will be included on a case-by-case basis.
- This benefit may be limited to disability of an Insured Person, an Insured Person's Spouse and/or an Insured Person's Immediate Family Member. In which case, only the appropriate references will be reflected.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The unpaid leave of absence incurral period will vary on a case-by-case basis and may be 30, 60, 90, 120, 180 or 365 days.
- Maximum number of months will vary on a case-by-case basis and may be 6 to 36 months.

FELONIOUS ASSAULT BENEFIT

- This benefit will be included on a case-by-case basis.
- The percentages by benefit will vary on a case-by-case basis.
- The actual benefits under which the felonious assault benefit is paid will vary on a case-by-case basis.

FUNERAL EXPENSE BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

GRIEF COUNSELING BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The maximum number of counseling sessions allowed will vary on a case-by-case basis.

HOMECARE BENEFIT

- This benefit will be included on a case-by-case basis.
- The benefit may be limited to the Insured or Insured Spouse, or may apply to both.
- The accident incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The incurral period for benefit payment will vary on a case-by-case basis and may be 30, 60, 90, 120, 180, 365 or 730 days.
- “Continuous Care by a Qualifying Family Member” and “Continuous Care Provided by Homecare Provider” options will vary on a case-by-case basis. Either one, or both, can be selected.
- The losses/paralysis covered will vary on a case-by-case basis.
- The definitions of “Total and Permanent Accidental Disability” will vary on a case-by-case basis.
- The requirement that the Insured Person be “Totally and Permanently Accidentally Disabled” will be included or not included on a case-by-case basis.

IN-HOSPITAL ACCIDENT DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The waiting period will vary on a case-by-case and may be 1, 2, 3, 4, 5, 6, 7, 8, 14, 30 or 60 days, or may be retroactive to the first day of confinement.
- The payment frequency will vary on a case-by-case basis and will be weekly or monthly.
- The period of time allowed between confinements as an inpatient will vary on a case-by-case basis and may be 60, 90 or 120 days.

IN-HOSPITAL ACCIDENT SINGLE PAYMENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The incurral period for benefit payment will vary on a case-by-case and may be 30, 60, 90, 120, 180 or 365 days, or may be retroactive to the first day of confinement.

IN-HOSPITAL SICKNESS DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period will vary on a case-by-case basis and may be 6 to 36 months.
- The incurral period will vary on a case-by-case and may be 1, 2, 3, 4, 5, 6, 7, 8, 14, 30 or 60 days, or may be retroactive to the first day of confinement.
- The inclusion of the "Pre-Existing Condition Limitation" will vary on a case-by-case basis. Number of months prior to effective date of coverage before treatment was received will vary on a case-by-case basis as does months after coverage effective date when no benefit is payable.
- The inclusion of the "Termination" provision will vary on a case-by-case basis.

IN-HOSPITAL SICKNESS SINGLE PAYMENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period will vary on a case-by-case basis and may be 6 to 36 months.
- The incurral period will vary on a case-by-case and may be 30, 60, 90, 120, 150 or 180 days.
- The inclusion of the “Pre-Existing Condition Limitation” will vary on a case-by-case basis. Number of months prior to effective date of coverage before treatment was received will vary on a case-by-case basis as does months after coverage effective date when no benefit is payable.
- The inclusion of the “Termination” provision will vary on a case-by-case basis.
- This benefit may be limited for any sickness after the effective date of coverage, in which case the reference to “after the effective date of coverage under this certificate” will be included.

INTENSIVE CARE UNIT BENEFIT

- This benefit will be included on a case-by-case basis.
- This benefit may or may not be tied to the In-Hospital Accident or Sickness Benefits.
- Reference to the “Daily” benefit will be included if such benefit is included in the program of benefits being offered.
- Reference to the “Single” benefit will be included if such benefit is included in the program of benefits being offered.
- The waiting period is tied to the number of days of hospital confinement.

MEDICAL EVACUATION BENEFIT

- This benefit will be included on a case-by-case basis.
- The distance requirement will vary on a case-by-case basis and may be “100 mile radius from his or her current place of primary residence”, or “the United States”.

PARALYSIS BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Percentage of maximum amount, or the actual types of paralysis, will vary on a case-by-case basis.
- The waiting period will vary on a case-by-case basis and may be 6, 12 or 24 months.

[PHYSICIAN'S] [OR] [DENTIST'S] OFFICE VISIT BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period language will be included or deleted on a case-by-case basis. If included, it may be 1, 2, 3, 6 or 12 consecutive months.
- When benefits are paid due to routine well care, appropriate language will be included.
- When a combined maximum number of visits is elected to be included, appropriate language will be included.
- When a combined maximum benefit amount is elected to be included, appropriate language will be included.
- When a requirement that the benefit only be paid if an insured incurs a fee for an office visit is elected to be included, appropriate language will be included.
- If a lifetime maximum number of visits or a maximum benefit amount is elected to be included, appropriate language will be included.
- Termination language will either be included or deleted on a case-by-case basis. The number of years will range from 1-5. The number of months will range between 12-60. Either a reference to "months" or "years" will be used.

RECUPERATION ACCIDENT DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period range will be included if the waiting period is more than one day.
- Number of days of confinement will vary on a case-by-case basis and may be 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, or 60 days.
- Language will be included if the benefit is offered retroactively to the first day of confinement. This will vary on a case-by-case basis.
- Language will be included if the plan has a maximum benefit amount.

RECUPERATION SICKNESS DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period range will be included if the waiting period is more than one day.
- Number of days of confinement will vary on a case-by-case basis and may be 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, or 60 days.

- Language will be included if the benefit is offered retroactively to the first day of confinement. This will vary on a case-by-case basis.
- The inclusion of the “Pre-Existing Condition Limitation” will vary on a case-by-case basis. It will either be included, or it will not be included. If this limitation is included, the amount of time may be 6, 12 or 24 months.
- The inclusion of the “Termination” section will vary on a case-by-case basis. It will either be included, or not. The age range may be 65, 70, 75 or 80.
- Language will be included if the plan has a maximum benefit amount.

REPATRIATION OF REMAINS BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of an incurral period may vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

RETURN OF PREMIUM BENEFIT

- This benefit will be included on a case-by-case basis.
- The amount of the benefit paid will vary on a case-by-case basis and will either be (1) all monthly premiums paid, or (2) the monthly premiums paid for the past 1, 3 or 5 years of coverage.

SEATBELT [AND AIR BAG] BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion of “dismemberment” or “death”, or both, as a result of an injury, will vary on a case-by-case basis.
- If the optional Air Bag benefit is available under the certificate, this language will be included.

SIMULTANEOUS IN-HOSPITAL ACCIDENT DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Language will be included if the benefit is offered retroactively to the first day of confinement. This will vary on a case-by-case basis.
- The waiting period range will be included if the waiting period is more than one day.
- The payment frequency will vary on a case-by-case basis and may be weekly or monthly.
- The period of confinement may vary on a case-by-case basis and can be 90, 120, 180 or 365 days.

TEMPORARY TOTAL DISABILITY ACCIDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The maximum number of payments will vary on a case-by-case basis and may be 1 - 20.
- The Benefit Offsets section will be included on a case-by-case basis.
- The Benefit Offsets provision will be included on a case-by-case basis.
- When an “own occupation” definition of Temporarily Totally Disabled is selected, the appropriate language will be included.
- When an “any occupation” definition of Temporarily Totally Disabled is selected, the appropriate language will be included.

TOTAL AND PERMANENT ACCIDENTAL DISABILITY BENEFIT

- This benefit will be included on a case-by-case basis.
- The age limit will vary on a case-by-case basis and may be 55, 60, 64, 65 or 70.
- The disability waiting period will vary on a case-by-case basis and may be 6, 9, 12 or 24 months..
- The benefit payment options will vary on a case-by-case basis and can either be paid monthly or in a lump sum.
- If benefit is paid on a monthly basis, the section regarding when those monthly payments cease will be included.
- Definition of “Total and Permanent Accidental Disability” will vary on a case-by-case basis.

TRAVEL CARE BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period will vary on a case-by-case basis and may be 7, 10 or 14 days.

WAIVER OF PREMIUM BENEFIT

- This benefit will be included on a case-by-case basis.
- The age limitation will vary on a case-by-case basis and may be 55, 60, 64, 65 or 70.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The waiting period will vary on a case-by-case basis and may be 6, 9, 12 or 24 months.
- The definition of “Total and Permanent Accidental Disability” will vary on a case-by-case basis.

WEEKLY ACCIDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The waiting period will vary on a case-by-case basis and may be 1, 3, 7, 14, 30, 60, 90 or 180 days. This range will be deleted if the waiting period is one day.
- Language will be included if the benefit is offered retroactively to the first day of confinement. This will vary on a case-by-case basis.
- “Maximum number of weeks” will vary on a case-by-case basis and may be 1 – 260 weeks.
- “Coordination with Other Income Benefits” and related language will be included on a case-by-case basis.
- “Other Disability Plans” and related language will be included on a case-by-case basis.
- The definition of “Weekly Earnings” will be included on a case-by-case basis.
- The percentage of weekly earning maximum will vary on a case-by-case basis.

PAYMENT OF BENEFITS

- The first two paragraphs of this section will be included when benefits payable upon loss of life of the Insured are being offered as part of an insurance plan.
- The third paragraph of this section will be included when benefits payable for losses other than loss of life of the Insured are being offered as part of an insurance plan.
- The bracketed text within the third paragraph of this section will be included when benefits for both loss of life and other losses are offered as part of an insurance plan.

BENEFICIARIES

- The entire “Beneficiaries” section will be removed when no benefits for loss of life are being offered as part of the insurance plan.
- The reference to “Our designated Plan Administrator” will be removed if a plan administrator will not be used.

NOTICE OF CLAIM

- The reference to “Our designated Plan Administrator” will be removed if a plan administrator will not be used.

PROOF OF LOSS

- The last paragraph of this provision will be included only when coordination of benefits is required, with one or more of the benefits listed.

PREMIUMS

- The content of this section will vary on a case-by-case basis depending on whether the plan being offered is Non-Contributory or Contributory.
- When offering a 30, 60 or 90 day no-cost period, the 1st sentence of the 2nd paragraph will be included.
- The Premium Payment Method may vary on a case-by-case basis. Premiums may be paid to Us or the Plan Administrator.
- When the plan is offered as Non-Contributory, only the last paragraph of the Premiums section will be included.
- When the plan is offered as Contributory, all paragraphs except the last paragraph of the Premiums Section will be included.

TERMINATION

- Bracketed language will be included or removed depending on how the Policy is written. For example, if “Accident” coverage is included, that bracketed information will be included. If “Sickness” coverage is included, that bracketed information will be included.

STATE NOTICES AND PROVISIONS

- The language in this section will vary if a state requires changes to the information or revises its laws or regulations.
- The state specific notices and provisions may also be incorporated directly into the body of the Policy on a state basis for issuing purposes.

Group Accident Insurance Certificate 09-50583T

Explanation of Variables

GENERAL EXPLANATION OF VARIABLES

- Brackets around numbers or alphas in a listing and punctuation or words such as “[and]” “[or]” in a listing will be included or deleted as needed in order to make the statement read correctly.
- Numeric variables within the Certificate are shown as typical ranges. If only specific increments apply, these increments will be listed. These variables will always comply with the minimum statutory requirements of the state in which the Certificate is delivered.
- Age ranges and percentage reductions may vary on a case-by-case basis.
- The inclusion and length of an incurral and/or waiting period may vary on a case-by-case basis.
- Where benefit titles are bracketed, variations may be used to accommodate benefit selections.

FACE PAGE OF CERTIFICATE

- [Plan Administrator] may be changed to reflect a change in our plan administrator, or it may be removed entirely if a plan administrator will not be used.
- Bracketed language will be included or removed depending on how the Certificate is written. For example, if “Sickness” coverage is included, that bracketed information will be included.
- Bracketed language will be included if the Certificate includes a deductible.
- If the Certificate includes the Accident Medical Expense Benefit, the bracketed disclosure for “Excess Insurance” will be included.

TABLE OF CONTENTS

- The actual page numbers for the sections will be provided on the issued Certificate.
- The bracketed benefit titles will be included in the Table of Contents only if the benefit is available under the issued Certificate.

EFFECTIVE DATE

- The “Effective Date” section will vary on a case-by-case basis depending on whether the plan being offered is Non-Contributory or Contributory.

DEFINITIONS

- The definition of “Covered Activities” will be included when the “Covered Activities” section is included as part of the Certificate.
- The definition of “Immediate Family Member” will be included when the [Family Leave Benefit], [Felonious Assault Benefit] or [[Physician’s] [or] [Dentist’s] Office Visit Benefit] is available under the Certificate.
- Number (4) under the definition of “Injury” will be included when the “Covered Activities” section is included as part of the Certificate.
- The definition of “Plan Administrator” may be removed if a plan administrator will not be used.

LIMITATIONS

- This section will be included on a case-by-case basis.
- “Limitation Due to Multiple Insurance Coverage” language will be included only if a deductible applies and if that deductible must be satisfied by out-of-pocket expenses of the insured before benefits are payable under the Certificate.

ACCIDENTAL DEATH BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

ACCIDENTAL DISMEMBERMENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Loss percentages, or the types of losses, may vary on a case-by-case basis.

ACCIDENT MEDICAL EXPENSE BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- If a deductible is to apply to this benefit, the appropriate bracketed language will be included.
- The medical evacuation exclusion (7) will be included on a case-by-case basis.
- The work-related injury exclusion (8) must be included if the same exclusion does not appear in the Exclusions section of the Certificate.

ADAPTIVE HOME AND VEHICLE BENEFIT

- This benefit will be included on a case-by-case basis.
- The requirements for payment of this benefit may vary on a case-by-case basis. A benefit may be paid for dismemberment and/or total and permanent accidental disability.
- The length of an incurral period will vary on a case-by-case basis .

CATASTROPHE CASH BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of an incurral period may vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The length of the waiting period may vary on a case-by-case basis and may be 6 or 12 consecutive months.
- The loss percentages and/or types of losses, may vary on a case-by-case basis.
- The options for payment of this benefit may be Lump Sum, Monthly or Lump Sum Then Monthly and may vary on a case-by-case basis.
- Maximum number of monthly benefits will vary on a case-by-case basis and may be 1 to 120.

COBRA BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The benefit payment frequency will vary on a case-by-case and may be annually or monthly.

COMA BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 30, 60, 90, 120, 180 or 365 days.
- The length of the waiting period will vary on a case-by-case basis.

COMMON ACCIDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

COMMON CARRIER BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

DEPENDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Condition (3) will be included when an Eligible Dependent is required for payment of the benefit.

DEPENDENT CHILD CARE BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- This benefit will be paid on either a monthly basis, or on an annual basis for 1, 2, 3, 4, or 5 years.
- The length of an incurral period may be 2, 3, 4, 5 or 6 years.
- The language “One thirtieth (1/30) of the monthly benefit will be paid for each day of a partial month of Child Care Expenses” will be included when the benefit is paid on a monthly basis.
- The language “One fifty-second (1/52) of the annual benefit will be paid for each week of a partial year of Child Care Expenses” will be included when the benefit is paid on an annual basis.

DISAPPEARANCE [AND EXPOSURE] BENEFIT

- This benefit will be included on a case-by-case basis.
- “Exposure” may be included as part of the benefit on a case-by-case basis. The second paragraph of the provision will be included in that event.

DISLOCATIONS [AND FRACTURES] BENEFIT

- This benefit will be included on a case-by-case basis.
- Loss percentages, or the actual types of losses, will vary on a case-by-case basis.

EDUCATION BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Either a Spouse benefit or a Dependent Child benefit, or both benefits may be offered.
- The benefit will be paid on either a lump sum basis or in equal annual installments
- The benefit period will vary on a case-by-case basis and may be 1, 2, 3, or 4 years.

EMERGENCY [TRANSPORTATION] [AND] [TREATMENT] BENEFIT

- This benefit will be included on a case-by-case basis.
- Either the Emergency Transportation Benefit provision or the Emergency Treatment Benefit provision or both benefits will be included on a case-by-case basis.
- The length of an incurral period for the Emergency Transportation Benefit will vary on a case-by-case basis and may be 12, 24 or 48 hours.
- The length of an incurral period for the Emergency Treatment Benefit will vary on a case-by-case basis and may be 24, 48 or 72 hours.
- Language will be included on a case-by-case basis and only if both Emergency Transportation and Treatment benefits are included in the issued certificate.

ESCALATOR BENEFIT

- This benefit will be included on a case-by-case basis.
- Appropriate language will be included depending on whether an increase is applicable to all benefits, or if an increase is applicable to specific benefits, or if the escalator percentage varies.
- The Benefit Schedule provide the escalator percentages, and to which benefits the escalator percentages apply.

FAMILY LEAVE BENEFIT

- This benefit will be included on a case-by-case basis.
- This benefit may be limited to disability of an Insured Person, an Insured Person's Spouse and/or an Insured Person's Immediate Family Member. In which case, only the appropriate references will be reflected.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The unpaid leave of absence incurral period will vary on a case-by-case basis and may be 30, 60, 90, 120, 180 or 365 days.
- Maximum number of months will vary on a case-by-case basis and may be 6 to 36 months.

FELONIOUS ASSAULT BENEFIT

- This benefit will be included on a case-by-case basis.
- The percentages by benefit will vary on a case-by-case basis.
- The actual benefits under which the felonious assault benefit is paid will vary on a case-by-case basis.

FUNERAL EXPENSE BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

GRIEF COUNSELING BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of the incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The maximum number of counseling sessions allowed will vary on a case-by-case basis.

HOMECARE BENEFIT

- This benefit will be included on a case-by-case basis.
- The benefit may be limited to the Insured or Insured Spouse, or may apply to both.
- The accident incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The incurral period for benefit payment will vary on a case-by-case basis and may be 30, 60, 90, 120, 180, 365 or 730 days.
- “Continuous Care by a Qualifying Family Member” and “Continuous Care Provided by Homecare Provider” options will vary on a case-by-case basis. Either one, or both, can be selected.
- The losses/paralysis covered will vary on a case-by-case basis.
- The definitions of “Total and Permanent Accidental Disability” will vary on a case-by-case basis.
- The requirement that the Insured Person be “Totally and Permanently Accidentally Disabled” will be included or not included on a case-by-case basis.

IN-HOSPITAL ACCIDENT DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The waiting period will vary on a case-by-case and may be 1, 2, 3, 4, 5, 6, 7, 8, 14, 30 or 60 days, or may be retroactive to the first day of confinement.
- The payment frequency will vary on a case-by-case basis and will be weekly or monthly.
- The period of time allowed between confinements as an inpatient will vary on a case-by-case basis and may be 60, 90 or 120 days.

IN-HOSPITAL ACCIDENT SINGLE PAYMENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The incurral period for benefit payment will vary on a case-by-case and may be 30, 60, 90, 120, 180 or 365 days, or may be retroactive to the first day of confinement.

IN-HOSPITAL SICKNESS DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period will vary on a case-by-case basis and may be 6 to 36 months.
- The incurral period will vary on a case-by-case and may be 1, 2, 3, 4, 5, 6, 7, 8, 14, 30 or 60 days, or may be retroactive to the first day of confinement.
- The inclusion of the "Pre-Existing Condition Limitation" will vary on a case-by-case basis. Number of months prior to effective date of coverage before treatment was received will vary on a case-by-case basis as does months after coverage effective date when no benefit is payable.
- The inclusion of the "Termination" provision will vary on a case-by-case basis.
- This benefit may be limited for any sickness after the effective date of coverage, in which case the reference to "after the effective date of coverage under this certificate" will be included.

IN-HOSPITAL SICKNESS SINGLE PAYMENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period will vary on a case-by-case basis and may be 6 to 36 months.
- The incurral period will vary on a case-by-case and may be 30, 60, 90, 120, 150 or 180 days.
- The inclusion of the “Pre-Existing Condition Limitation” will vary on a case-by-case basis. Number of months prior to effective date of coverage before treatment was received will vary on a case-by-case basis as does months after coverage effective date when no benefit is payable.
- The inclusion of the “Termination” provision will vary on a case-by-case basis.
- This benefit may be limited for any sickness after the effective date of coverage, in which case the reference to “after the effective date of coverage under this certificate” will be included.

INTENSIVE CARE UNIT BENEFIT

- This benefit will be included on a case-by-case basis.
- This benefit may or may not be tied to the In-Hospital Accident or Sickness Benefits.
- Reference to the “Daily” benefit will be included if such benefit is included in the program of benefits being offered.
- Reference to the “Single” benefit will be included if such benefit is included in the program of benefits being offered.
- The waiting period is tied to the number of days of hospital confinement.
- This benefit may be limited for any sickness after the effective date of coverage, in which case the reference to “after the effective date of coverage under this certificate” will be included.

MEDICAL EVACUATION BENEFIT

- This benefit will be included on a case-by-case basis.
- The distance requirement will vary on a case-by-case basis and may be “100 mile radius from his or her current place of primary residence”, or “the United States”.

PARALYSIS BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Percentage of maximum amount, or the actual types of paralysis, will vary on a case-by-case basis.
- The waiting period will vary on a case-by-case basis and may be 6, 12 or 24 months.

[PHYSICIAN'S] [OR] [DENTIST'S] OFFICE VISIT BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period language will be included or deleted on a case-by-case basis. If included, it may be 1, 2, 3, 6 or 12 consecutive months.
- When benefits are paid due to routine well care, appropriate language will be included.
- When a combined maximum number of visits is elected to be included, appropriate language will be included.
- When a combined maximum benefit amount is elected to be included, appropriate language will be included.
- When a requirement that the benefit only be paid if an insured incurs a fee for an office visit is elected to be included, appropriate language will be included.
- If a lifetime maximum number of visits or a maximum benefit amount is elected to be included, appropriate language will be included.
- Termination language will either be included or deleted on a case-by-case basis. The number of years will range from 1-5. The number of months will range between 12-60. Either a reference to "months" or "years" will be used.

RECUPERATION ACCIDENT DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period range will be included if the waiting period is more than one day.
- Number of days of confinement will vary on a case-by-case basis and may be 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, or 60 days.
- Language will be included if the benefit is offered retroactively to the first day of confinement. This will vary on a case-by-case basis.
- Language will be included if the plan has a maximum benefit amount.

RECUPERATION SICKNESS DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period range will be included if the waiting period is more than one day.
- Number of days of confinement will vary on a case-by-case basis and may be 1, 2, 3, 4, 5, 6, 7, 8, 14, 30, or 60 days.
- Language will be included if the benefit is offered retroactively to the first day of confinement. This will vary on a case-by-case basis.
- The inclusion of the “Pre-Existing Condition Limitation” will vary on a case-by-case basis. It will either be included, or it will not be included. If this limitation is included, the amount of time may be 6, 12 or 24 months.
- The inclusion of the “Termination” section will vary on a case-by-case basis. It will either be included, or not. The age range may be 65, 70, 75 or 80.
- This benefit may be limited for any sickness after the effective date of coverage, in which case the reference to “after the effective date of coverage under this certificate” will be included.
- Language will be included if the plan has a maximum benefit amount.

REPATRIATION OF REMAINS BENEFIT

- This benefit will be included on a case-by-case basis.
- The length of an incurral period may vary on a case-by-case basis and may be 90, 120, 180 or 365 days.

RETURN OF PREMIUM BENEFIT

- This benefit will be included on a case-by-case basis.
- The amount of the benefit paid will vary on a case-by-case basis and will either be (1) all monthly premiums paid, or (2) the monthly premiums paid for the past 1, 3 or 5 years of coverage.

SEATBELT [AND AIR BAG] BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion of “dismemberment” or “death”, or both, as a result of an injury, will vary on a case-by-case basis.
- If the optional Air Bag benefit is available under the certificate, this language will be included.

SIMULTANEOUS IN-HOSPITAL ACCIDENT DAILY BENEFIT

- This benefit will be included on a case-by-case basis.
- The injury incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- Language will be included if the benefit is offered retroactively to the first day of confinement. This will vary on a case-by-case basis.
- The waiting period range will be included if the waiting period is more than one day.
- The payment frequency will vary on a case-by-case basis and may be weekly or monthly.
- The period of confinement may vary on a case-by-case basis and can be 90, 120, 180 or 365 days.

TEMPORARY TOTAL DISABILITY ACCIDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The maximum number of payments will vary on a case-by-case basis and may be 1 - 20.
- The Benefit Offsets section will be included on a case-by-case basis.
- The Benefit Offsets provision will be included on a case-by-case basis.
- When an “own occupation” definition of Temporarily Totally Disabled is selected, the appropriate language will be included.
- When an “any occupation” definition of Temporarily Totally Disabled is selected, the appropriate language will be included.

TOTAL AND PERMANENT ACCIDENTAL DISABILITY BENEFIT

- This benefit will be included on a case-by-case basis.
- The age limit will vary on a case-by-case basis and may be 55, 60, 64, 65 or 70.
- The disability waiting period will vary on a case-by-case basis and may be 6, 9, 12 or 24 months..
- The benefit payment options will vary on a case-by-case basis and can either be paid monthly or in a lump sum.
- If benefit is paid on a monthly basis, the section regarding when those monthly payments cease will be included.
- Definition of “Total and Permanent Accidental Disability” will vary on a case-by-case basis.

TRAVEL CARE BENEFIT

- This benefit will be included on a case-by-case basis.
- The waiting period will vary on a case-by-case basis and may be 7, 10 or 14 days.

WAIVER OF PREMIUM BENEFIT

- This benefit will be included on a case-by-case basis.
- The age limitation will vary on a case-by-case basis and may be 55, 60, 64, 65 or 70.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The waiting period will vary on a case-by-case basis and may be 6, 9, 12 or 24 months.
- The definition of “Total and Permanent Accidental Disability” will vary on a case-by-case basis.

WEEKLY ACCIDENT BENEFIT

- This benefit will be included on a case-by-case basis.
- The inclusion and length of an incurral period will vary on a case-by-case basis and may be 90, 120, 180 or 365 days.
- The waiting period will vary on a case-by-case basis and may be 1, 3, 7, 14, 30, 60, 90 or 180 days. This range will be deleted if the waiting period is one day.
- Language will be included if the benefit is offered retroactively to the first day of confinement. This will vary on a case-by-case basis.
- “Maximum number of weeks” will vary on a case-by-case basis and may be 1 – 260 weeks.
- “Coordination with Other Income Benefits” and related language will be included on a case-by-case basis.
- “Other Disability Plans” and related language will be included on a case-by-case basis.
- The definition of “Weekly Earnings” will be included on a case-by-case basis.
- The percentage of weekly earning maximum will vary on a case-by-case basis.

PAYMENT OF BENEFITS

- The first two paragraphs of this section will be included when benefits payable upon loss of life of the Insured are being offered as part of an insurance plan.
- The third paragraph of this section will be included when benefits payable for losses other than loss of life of the Insured are being offered as part of an insurance plan.
- The bracketed text within the third paragraph of this section will be included when benefits for both loss of life and other losses are offered as part of an insurance plan.

BENEFICIARIES

- The entire “Beneficiaries” section will be removed when no benefits for loss of life are being offered as part of the insurance plan.
- The reference to “Our designated Plan Administrator” will be removed if a plan administrator will not be used.

NOTICE OF CLAIM

- The reference to “Our designated Plan Administrator” will be removed if a plan administrator will not be used.

PROOF OF LOSS

- The last paragraph of this provision will be included only when coordination of benefits is required, with one or more of the benefits listed.

PREMIUMS

- The content of this section will vary on a case-by-case basis depending on whether the plan being offered is Non-Contributory or Contributory.
- When offering a 30, 60 or 90 day no-cost period, the 1st sentence of the 2nd paragraph will be included.
- The Premium Payment Method may vary on a case-by-case basis. Premiums may be paid to Us or the Plan Administrator.
- When the plan is offered as Non-Contributory, only the last paragraph of the Premiums section will be included.
- When the plan is offered as Contributory, all paragraphs except the last paragraph of the Premiums Section will be included.

TERMINATION

- Bracketed language will be included or removed depending on how the Certificate is written. For example, if “Accident” coverage is included, that bracketed information will be included. If “Sickness” coverage is included, that bracketed information will be included.

STATE NOTICES AND PROVISIONS

- The language in this section will vary if a state requires changes to the information or revises its laws or regulations.
- The state specific notices and provisions may also be incorporated directly into the body of the Certificate on a state basis for issuing purposes.

Benefit Schedule (Policy 09-50582T)

Explanation of Variables

BENEFIT SCHEDULE

- This document is considered variable in its entirety. It contains sample language for “John Doe” filing purposes.
- A “Noncontributory Plan” section will be included on a case-by-case basis.
- A “Family Coverage” schedule will be included on a case-by-case basis.
- A “Joint Coverage” schedule will be included on a case-by-case basis.
- A “Contributory Plan” section may be included on a case-by-case basis.
- The Policy may or may not contain the “Covered Activities” section. If included, the actual covered activities may vary by benefit. The covered activities may also vary by maximum amount.
- The Policy may contain a Benefit Reduction Schedule. If it does, this language will be included. The actual benefits to which the Benefit Reduction Schedule would apply will vary on a case-by-case basis.
- Age ranges and percentages within the Benefit Reduction Schedule will vary on a case-by-case basis.
- The loss percentages and/or the types of losses may vary on a case-by-case basis.
- A “Per Accident Maximum Amount” will be included if the “Limitation on Benefit Payments” provision in the Limitations section of the Policy is included.
- The benefits are optional and will be included as agreed upon between the Plan Sponsor and Us.
- Language will be included or deleted based on plan design as agreed upon between the Plan Sponsor and Us.
- As new benefits are filed and approved for use with the Policy, they will be added.

Benefit Schedule (Certificate 09-50583T)

Explanation of Variables

BENEFIT SCHEDULE

- This document is considered variable in its entirety. It contains sample language for “John Doe” filing purposes.
- A “Noncontributory Plan” section will be included on a case-by-case basis.
- A “Family Coverage” schedule will be included on a case-by-case basis.
- A “Joint Coverage” schedule will be included on a case-by-case basis.
- A “Contributory Plan” section may be included on a case-by-case basis.
- The Certificate may or may not contain the “Covered Activities” section. If included, the actual covered activities may vary by benefit. The covered activities may also vary by maximum amount.
- The Certificate may contain a Benefit Reduction Schedule. If it does, this language will be included. The actual benefits to which the Benefit Reduction Schedule would apply will vary on a case-by-case basis.
- Age ranges and percentages within the Benefit Reduction Schedule will vary on a case-by-case basis.
- The loss percentages and/or the types of losses may vary on a case-by-case basis.
- A “Per Accident Maximum Amount” will be included if the “Limitation on Benefit Payments” provision in the Limitations section of the Certificate is included.
- The benefits are optional and will be included as agreed upon between the Plan Sponsor and Us.
- Language will be included or deleted based on plan design as agreed upon between the Plan Sponsor and Us.
- As new benefits are filed and approved for use with the Certificate, they will be added.

**Group Accident Insurance Application
Explanation of Variables
Form 09-50572**

Form Heading:

- [Product Title] is a placeholder for the marketing name that we may choose to use.
- [Accident] will be removed when accident-related coverage is not being offered.
- [Sickness] will be removed when sickness-related coverage is not being offered.

Customer Name and Address Section:

- [Offered Exclusively for:] section will vary on a case-by-case basis. Alternate language may be used depending on marketing or client needs.

Marketing Information:

- Space is reserved for marketing message(s). Marketing content will vary on a case-by-case basis.

Section (1) – Coverage Selection:

- Coverage selections will vary depending on the marketing approach used for a specific client.
- Premium rates shown are hypothetical in nature. The actual premium rates will be used on a case-by-case basis. The premium rates can only change if they are changed for everyone insured under the group policy.
- Benefit descriptions will vary on a case-by-case basis.

Section (2) – Premium Payment Options:

- The available premium payment options will vary on a case-by-case basis.

Single and Joint Applicant Information:

- The content of this section will vary on a case-by-case basis.

Authorization:

- [Accident] will only appear when accident-related coverage is being offered.
- [Sickness] will only appear when sickness-related coverage is being offered.
- The phrase [, but not more than age 65] will be removed when there is no maximum eligibility age.

- The phrase **[[After my coverage has been effective for [90] days]** will be inserted when an introductory, no-cost period is being offered. Alternate language may be used depending on marketing or client needs.
- The sentence **[I authorize my financial institution and its service provider to automatically debit my checking account quarterly for the premium amount indicated in the premium rate schedule for any additional coverage I select.]** will vary based on marketing approach used for a specific client. The premium payment options that are available for this plan include EFT (electronic funds transfer), credit card or direct billing. Alternate language may be used depending on marketing or client needs.
- The sentence **[I understand and agree that in addition to the [quarterly] [monthly] premium charge, I will be charged an administrative fee of [\$.025] per [month] [quarter].]** This text will vary on a case-by-case basis and will be included when an administrative fee is being charged. Alternate language may be used depending on marketing or client needs.
- The sentence **[I understand that fees may be paid by the insurer in connection with this coverage to the sponsor of this plan and/or its affiliates or designates.]** This text will vary on a case-by-case basis when additional fees are being paid to the sponsor of the plan. Alternate language may be used depending on marketing or client needs.

[State Fraud Warning] is a place holder for the following state specific fraud notices and/or other state mandated disclosures. The state fraud notices will either be printed on the front of the application, or on the back of application, depending on state requirements and/or marketing approach by client:

- **AR:** Any person who knowingly presents a false or fraudulent claim for payment for 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.
- **CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.
- **DC: 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 benefits if false information materially related to a claim was provided to the applicant.
- **ID: The certificate provides limited benefits. Review your certificate carefully.**
- **KY:** Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact thereto, commits a fraudulent insurance act, which is a crime.
- **ME:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.
- **ME:** All statements contained in this application are representations and not warranties.
- **MD:** 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.

- **MN, NE, NH:** Any person who, with intent to defraud or knowing that he/she 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.
- **NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
- **PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application concerning any fact thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
- **TN:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes of defrauding the company. Penalties include imprisonment, fines and denial of coverage.
- **VA:** 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.
- **WA:** 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.
- All other states except **CT, FL, KS, NC, OR, SC, TX and WI:** Any person who, with intent to defraud or knowing that he/she 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.

Section (3):

- Either one or two signature lines will be included, depending on whether single or joint coverage is being offered. In the case of single coverage, a signature line for "Single Applicant's Signature" will be included. In the case of joint coverage, a signature line for "Single Applicant's Signature" and one for "Joint Applicant's Signature" will be included.

[For Office Use Only]

- The content of this section may vary on a case-by-case basis.

[State Licensed Insurance Agent]

- This space is reserved for licensed agent information.

Below form:

- A credit card or ACH payment authorization may be included based on marketing approach used for a specific client. That authorization, when included, will appear below the text of the form.

General Variability:

- The placement and format of information may vary depending on marketing and client needs (i.e. paper size, organization of information, method of distribution or production, etc.)
- Various sections of the form may be printed in color.
- Graphics or images may be added depending on marketing and client needs.