

**YOUR
BENEFIT
PLAN**

SPRINT/UNITED MANAGEMENT COMPANY

Questions or Complaints about Your Coverage

In the event You have questions or complaints regarding any aspect of Your coverage, You should contact Your Employee Benefits Manager or You may write to us at:

The Hartford
Group Benefits Division, Customer Service
P.O. Box 2999
Hartford, CT 06104-2999

Or call Us at: 1-800-523-2233

When calling, please give Us the following information:

- 1) the policy number; and
- 2) the name of the policyholder (employer or organization), as shown in Your Certificate of Insurance.

Or You may contact Our Sales Office:

Hartford Life and Accident Insurance Company
Group Sales Department
777 South Figueroa Street
Group Sales - Suite 700
Los Angeles, CA 90017
TOLL FREE: 877-869-7279
FAX: 213-489-2604

If you have a complaint, and contacts between you and the insurer or an agent or other representative of the insurer have failed to produce a satisfactory solution to the problem, the following states require we provide you with additional contact information:

For residents of:	Write	Telephone
Arkansas	Arkansas Insurance Department Consumer Services Division 1200 West Third Street Little Rock, AR 72201-1904	1(800) 852-5494 1(501) 371-2640 (in the Little Rock area)
California	State of California Insurance Department Consumer Communications Bureau 300 South Spring Street, South Tower Los Angeles, CA 90013	1(800) 927-HELP
Idaho	Idaho Department of Insurance Consumer Affairs 700 W State Street, 3rd Floor PO Box 83720 Boise, ID 83720-0043	1-800-721-3272 or www.DOI.Idaho.gov
Illinois	Illinois Department of Insurance Consumer Services Station Springfield, Illinois 62767	Consumer Assistance: 1(866) 445-5364 Officer of Consumer Health Insurance: 1(877) 527-9431
Indiana	Public Information/Market Conduct Indiana Department of Insurance 311 W. Washington St. Suite 300 Indianapolis, IN 46204-2787	Consumer Hotline: 1(800) 622-4461 1(317) 232-2395 (in the Indianapolis Area)
Virginia	Life and Health Division Bureau of Insurance P.O. Box 1157 Richmond, VA 23209	1(804) 371-9741 (inside Virginia) 1(800) 552-7945 (outside Virginia)
Wisconsin	Office of the Commissioner of Insurance Complaints Department P.O. Box 7873	1(800) 236-8517 (outside of Madison) 1(608) 266-0103 (in Madison) to request a complaint form.

The following states require that We provide these notices to You about Your coverage:

For residents of:

Arizona

This certificate of insurance may not provide all benefits and protections provided by law in Arizona. Please read This certificate carefully.

Florida

The benefits of the policy providing you coverage are governed primarily by the laws of a state other than Florida.

**STATE OF DELAWARE
The Civil Union and Equality Act of 2011
Effective January 1, 2012**

In accordance with Delaware law, insurers are required to provide the following notice to applicants of insurance policies issued in Delaware.

The Civil Union and Equality Act of 2011 ("the Act") creates a legal relationship between two persons of the same sex who form a civil union. The Act provides that the parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Delaware to spouses in a legal marriage. The law further provides that a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin," and other terms descriptive of spousal relationships as those terms are used throughout Delaware law. This includes the terms "marriage" or "married," or variations thereon. Insurance policies are required to provide identical benefits and protections to both civil unions and marriages. If policies of insurance provide coverage for children, the children of civil unions must also be provided coverage. The Act also requires recognition of same sex civil unions or marriages legally entered into in other jurisdictions.

For more information regarding the Act, refer to Chapter 2 of Title 13 of the Delaware Code or the State of Delaware website at www.delaware.gov/CivilUnions.

Georgia

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family abuse.

**STATE OF ILLINOIS
The Religious Freedom Protection and Civil Union Act
Effective June 1, 2011**

In accordance with Illinois law, insurers are required to provide the following notice to applicants of insurance policies issued in Illinois.

The Religious Freedom Protection and Civil Union Act ("the Act") creates a legal relationship between two persons of the same or opposite sex who form a civil union. The Act provides that the parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses. The law further provides that a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin," and other terms descriptive of spousal relationships as those terms are used throughout Illinois law. This includes the terms "marriage" or "married," or variations thereon. Insurance policies are required to provide identical benefits and protections to both civil unions and marriages. If policies of insurance provide coverage for children, the children of civil unions must also be provided coverage. The Act also requires recognition of civil unions or same sex civil unions or marriages legally entered into in other jurisdictions.

For more information regarding the Act, refer to 750 ILCS 75/1 *et seq.* Examples of the interaction between the Act and existing law can be found in the Illinois Insurance Facts, Civil Unions and Insurance Benefits document available on the Illinois Department of Insurance's website at www.insurance.illinois.gov.

Maine

The laws of the State of Maine require notification of the right to designate a third party to receive notice of cancellation, to change the designation and, policy reinstatement if the insured suffers from organic brain disease and the ground for cancellation was the insured's nonpayment of premium or other lapse or default on the part of the insured.

Within 10 days after a request by an insured, a Third Party Notice Request Form shall be mailed or personally delivered to the insured.

Maryland

The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

Massachusetts

As of January 1, 2009, the Massachusetts Health Care Reform Law requires that Massachusetts residents, eighteen (18) years of age and older, must have health coverage that meets the Minimum Creditable Coverage standards set by the Commonwealth Health Insurance Connector, unless waived from the health insurance requirement based on affordability or individual hardship. For more information call the Connector at 1-877-MA-ENROLL or visit the Connector website (www.mahealthconnector.org).

This plan is not intended to provide comprehensive health care coverage and **does not meet Minimum Creditable Coverage standards**, even if it does include services that are not available in the insured's other health plans.

If you have questions about this notice, you may contact the Division of Insurance by calling (617) 521-7794 or visiting its website at www.mass.gov/doi.

Montana

Conformity with Montana statutes: The provisions of this certificate conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of this certificate.

North Carolina

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, FINANCIAL AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP LIFE INSURANCE, GROUP HEALTH OR GROUP HEALTH PLAN PREMIUMS, SHALL:

- 1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP LIFE INSURANCE, GROUP HEALTH INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSON INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT; AND
- 2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

**IMPORTANT TERMINATION
INFORMATION**

YOUR INSURANCE MAY BE CANCELLED BY THE COMPANY. PLEASE READ THE TERMINATION PROVISION IN THIS CERTIFICATE.

THIS CERTIFICATE OF INSURANCE PROVIDES COVERAGE UNDER A GROUP MASTER POLICY. THIS CERTIFICATE PROVIDES ALL OF THE BENEFITS MANDATED BY THE NORTH CAROLINA INSURANCE CODE, BUT YOU MAY NOT RECEIVE ALL OF THE PROTECTIONS PROVIDED BY A POLICY ISSUED IN NORTH CAROLINA AND GOVERNED BY ALL OF THE LAWS OF NORTH CAROLINA.

Texas

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hartford's toll-free telephone number for information or to make a complaint at:

1-800-523-2233

You may also write to The Hartford at:
P.O. Box 2999
Hartford, CT 06104-2999

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:
P.O. Box 149104
Austin, TX 78714-9410
Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or The Hartford first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de The Hartford para informacion o para someter una queja al:

1-800-523-2233

Usted tambien puede escribir a The Hartford:
P.O. Box 2999
Hartford, CT 06104-2999

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:
P.O. Box 149104
Austin, TX 78714-9410
Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o The Hartford primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



**CERTIFICATE OF INSURANCE
HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
Simsbury, Connecticut
(A stock insurance company)**

**Policyholder: TRUSTEE OF THE SERVICE INDUSTRY GROUP VOLUNTARY LIFE AND
DISABILITY INSURANCE TRUST**

Policy Number: GVL-16001

**Participating Employer: SPRINT/UNITED
MANAGEMENT COMPANY**

Policy Effective Date: August 1, 1989

Account Number: 752020

Policy Anniversary Date: August 1, 2015

**Participating Employer Effective Date:
January 1, 2005**

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

Signed for the Company

Terence Shields, Secretary

Michael Concannon, Executive Vice President

A note on capitalization in this Certificate:

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

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SCHEDULE OF INSURANCE

AMENDMENT TO GROUP POLICY GL-752020 PROCESSED ON JULY 6, 2017. ANY CHANGES BETWEEN THIS POLICY AND THE PREVIOUSLY ISSUED POLICY ARE EFFECTIVE JANUARY 1, 2018.

Cost of Coverage:

Non-Contributory Coverage: Basic Life Insurance

Contributory Coverage: Supplemental Life Insurance
Supplemental Dependent Life Insurance

Eligible Class(es) For Coverage: All Active Employees and Retirees who are participating in Sprint's Flexcare plan and who are citizens or legal residents of the United States, its territories and protectorates, excluding employees who reside in Puerto Rico, temporary, leased or seasonal employees as follows:

Class 1: Sprint employees

Class 2: Legacy Sprint employees who retired prior to January 1, 2004 (closed group) where Reduction in Coverage Due to Age applies.

Class 3: Legacy Sprint employees who retired prior to January 1, 2004 (closed group) where Reduction in Coverage Due to Age does not apply.

Class 4: Sprint Active Employees eligible for grandfathered Voluntary Employee Benefit Associate (VEBA) benefit upon retirement on or after January 1, 2009

Class 5: Sprint Retirees eligible for grandfathered Voluntary Employee Benefit Associate (VEBA) benefit upon retirement on or after January 1, 2009 (closed group)

Part-time Employment: 20 - 29 hours

Full-time Employment: 30 or more hours

Annual Enrollment Period: as determined by Your Employer on a yearly basis.

With respect to Class 1:

Eligibility Waiting Period for Coverage:

- 1) None - if You are working for the Employer on the Participating Employer Effective Date; or
- 2) 31 day(s) - if You start working for the Employer after the Participating Employer Effective Date.

Employees rehired within 30 consecutive calendar days after their termination date will be reinstated at the same level of coverage. The time period(s) referenced above are continuous.

With respect to Classes 2, 3, 4 & 5:

Eligibility Waiting Period for Coverage:

None

Life Insurance Benefit

Amount of Life Insurance

Basic Amount of Life Insurance
Employee and Retiree

With respect to Class 1:

Maximum Amount

1 times Your annual Earnings, subject to a maximum of \$50,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000.

Retiree Life Insurance Benefits

Retiree Only: With respect to Classes 2, 3, 4 & 5:
Maximum Amount- Option 1 (Basic)
Amount on file with the Employer

Supplemental Amount of Life Insurance
Employee and Retiree

With respect to Class 1:

Guaranteed Issue Amount

The lesser of 1, 2, or 3 times Your annual Earnings or a maximum of \$300,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000.

Maximum Amount

1, 2, 3, 4, 5, 6, 7, or 8 times Your annual Earnings, subject to a maximum of \$2,000,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000.

Supplemental Life Insurance is available to You as a new employee or as an election during the Annual Enrollment Period. If the elected option amount exceeds the Guaranteed Issue Amount, the Amount of Life Insurance will be reduced to the next lower salary multiple, unless Evidence of Insurability is approved for amounts greater than the Guaranteed Issue.

Retiree Only: With respect to Classes 2, 3, & 4:
Maximum Amount- Option 2 (Voluntary)
Amount on file with the Employer

**Dependent Life Insurance Benefit
Employee Only- Not applicable to Retirees**

Supplemental Amount of Dependent (Spouse) Life Insurance

Option 1:
Spouse

Maximum Amount

\$5,000

If You elected to waive coverage, You are eligible to increase coverage for Your Dependent Spouse to Option 1 (\$5,000) during the next Annual Enrollment Period

Option 2:
Spouse

Maximum Amount

\$10,000

Option 3:
Spouse

Maximum Amount

\$25,000

Option 4:
Spouse

Guaranteed Issue Amount

\$25,000

Maximum Amount

\$50,000

Option 5:
Spouse

Guaranteed Issue Amount

\$25,000

Maximum Amount

\$75,000

Option 6:
Spouse

Guaranteed Issue Amount

\$25,000

Maximum Amount

\$100,000

Option 7:

Guaranteed Issue Amount

Maximum Amount

Spouse

\$25,000

\$200,000

The amount of Spouse or Dependent Child Supplemental coverage may never exceed 100% of the Combined Basic and Supplemental Amount of Life Insurance in force for the Employee.

Supplemental Amount of Dependent (Child) Life Insurance

<u>Option 1:</u>	Maximum Amount
Dependent Children: live birth but under age 26 year(s)	\$5,000

<u>Option 2:</u>	Maximum Amount
Dependent Children: live birth but under age 26 year(s)	\$10,000

<u>Option 3:</u>	Maximum Amount
Dependent Children: live birth but under age 26 year(s)	\$20,000

The amount of Spouse or Dependent Child Supplemental coverage may never exceed 100% of the Combined Basic and Supplemental Amount of Life Insurance in force for the Employee.

Reduction in Dependent Spouse Coverage Due to Your Age

Your Spouse's Amount of Life Insurance will be reduced to the next lower option if Your Spouse's Amount of Life Insurance exceeds 100% of the Amount of Life Insurance in force for You at any time.

Reduction in Amount of Life Insurance

We will reduce the Amount of Life Insurance for You and Your Dependents by any Amount of Life Insurance in force, paid or payable:

- 1) in accordance with the Conversion Right;
- 2) under the Portability provision; or
- 3) under the Prior Policy.

With respect to Class 1:

**Reduction in Coverage Due to Age
Employee Only**

We will reduce the Life Insurance Benefit for You by 35% on the date You attain age 65 and 50% when You attain age 70. The reduction will apply to the Amount of Life Insurance in force immediately prior to the first reduction made. An appropriate adjustment in premium will be made.

Reductions also apply if:

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

on or after the date You attain age 65.

With respect to Class 2:

**Reduction in Coverage Due to Age
Retiree Only- This does not apply to Option 1 (Basic)**

We will reduce the Life Insurance Benefit for You by 50% on the date You attain age 70 and will terminate when You attain age 80. The reduction will apply to the Amount of Life Insurance in force immediately prior to the first reduction made. An appropriate adjustment in premium will be made.

Reductions also apply if:

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

on or after the date You attain age 70.

ELIGIBILITY AND ENROLLMENT

Eligible Persons: *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

Eligibility for Coverage: *When will I become eligible?*

You will become eligible for coverage on the latest of:

- 1) the Participating Employer Effective Date;
- 2) the date You become a member of an Eligible Class; or
- 3) the date You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Insurance, if applicable.

You are eligible for Retiree coverage on the later of:

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

Eligibility for Dependent Coverage: *When will I become eligible for Dependent Coverage?*

You will become eligible for Dependent coverage on the later of:

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

Enrollment: *How do I enroll for coverage for myself and my Dependents?*

For Non-Contributory Coverage, Your Employer will automatically enroll You for coverage. However, You will be required to complete a beneficiary designation form.

To enroll for Contributory Coverage, You must:

- 1) enroll electronically;
- 2) enroll via voice recording; or
- 3) complete and sign a group insurance enrollment form, satisfactory to Us, for Your coverage and Your Dependent's coverage and deliver it to Your Employer.

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

- 1) during an Annual Enrollment Period designated by the Policyholder; or
- 2) when You have a Change in Family Status.

Any such enrollment must be made during the Annual Enrollment Period, or within 31 days of the Change in Family Status.

You may increase Your Amount of Life Insurance coverage up to the Guaranteed Issue Amount without submitting Evidence of Insurability. Evidence of Insurability will be required for any amounts above the Guaranteed Issue Amount.

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

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

We require Evidence of Insurability for initial coverage, if You enroll for an Amount of Life Insurance greater than the Supplemental Guaranteed Issue Amount, regardless of when You enroll for coverage.

If Your Evidence of Insurability is not satisfactory to Us Your Amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability.

Dependent Evidence of Insurability Requirements: *When will my Dependents first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, for initial coverage, if You enroll for an Amount of Dependent Life Insurance greater than the Dependent Guaranteed Issue Amount, regardless of when You enroll for coverage.

However, no Evidence of Insurability will be required if the Amount of Life Insurance for Your Dependent Child is \$20,000 or less.

If Your Dependents' Evidence of Insurability is not satisfactory to Us Your Dependents' Amount of Life Insurance will equal the amount for which Your Dependents were eligible without providing Evidence of Insurability.

Evidence of Insurability: *What is Evidence of Insurability?*

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

- 1) a completed and signed application approved by Us;
- 2) a medical examination;
- 3) attending Physician's statement; and
- 4) any additional information We may require.

Evidence of Insurability will be furnished at Our expense except for Evidence of Insurability due to late enrollment. We will then determine if You or Your Dependents are insurable for initial coverage or an increase in coverage under The Policy, as described in the Increase in Amount of Life Insurance provision.

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

Change in Family Status: *What constitutes a Change in Family Status?*

- 1) You get married or You enter into a domestic partnership;
- 2) You and Your spouse divorce, legal separation from Your Spouse or You terminate a domestic partnership;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your spouse or domestic partner dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your spouse is no longer employed, which results in a loss of group insurance or change in Your spouse's employment with the consequence that such spouse becomes eligible for other group insurance coverage;
- 7) You have a change in classification from part-time to full-time or from full-time to part-time;
- 8) Your spouse takes an unpaid leave of absence from their employer; or
- 9) Your Dependent is no longer eligible.

PERIOD OF COVERAGE

Effective Date: *When does my coverage start?*

Non-Contributory Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible.

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

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

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

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

With the exception of when You are on an approved Short Term Disability, Effective Dates of coverage are subject to the Deferred Effective Date provision.

If You are absent from work due to a physical or mental condition and are on an approved Short Term Disability on the date Your insurance, an increase in coverage, or a new benefit added to the Policy would become effective, the effective date of Your insurance, any increase in insurance, or the additional benefit will still go into effect. Your insurance effective date, any increase in insurance, or the additional benefit will not be deferred until the date You return to work as an Active Employee.

If You are absent from work due to a physical or mental condition and are on an approved Long Term Disability on the date Your insurance, an increase in coverage, or a new benefit added to the Policy would become effective, the effective date of Your insurance, any increase in insurance, or the additional benefit will be deferred until the date You return to work as an Active Employee.

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

If, on the date You are to become covered:

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

You are not Actively at Work such coverage will not start until the date You are Actively at Work.

However, this Deferred Effective Date provision will not apply if you are on an approved Short Term Disability.

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

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

Your initial coverage under The Policy will begin, and will not be deferred if on the day before the Participating Employer Effective Date, You were insured under the Prior Policy, but on the Participating Employer Effective Date, You were not Actively at Work, and would otherwise meet the Eligibility requirements of The Policy. However, Your Amount of Insurance will be the lesser of the amount of life insurance:

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

reduced by any coverage amount:

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

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

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

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

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

Dependent Effective Date: *When does Dependent coverage start?*

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

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

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

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

If You do not enroll for Dependent Spouse coverage when You are first eligible to do so, the \$5,000 coverage option will be available without Evidence of Insurability only during the next Annual Enrollment Period.

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

Dependent Continuity from a Prior Policy: *Is there Continuity of Coverage from a Prior Policy for my Dependents?*

If on the day before the Participating Employer Effective Date, You were covered with respect to Your Dependents under the Prior Policy, the Deferred Effective Date provision will not apply to initial coverage under The Policy for such Dependents. However, the Dependent Amount of Insurance will be the lesser of the Amount of Life Insurance:

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

reduced by any coverage amount:

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

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

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

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

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

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

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

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

If You are on an approved Short Term Disability the Deferred Effective Date provision does not apply.

If You are absent from work due to a physical or mental condition and are on an approved Short Term Disability on the date Your insurance, an increase in coverage, or a new benefit added to the Policy would become effective, the effective date of Your insurance, any increase in insurance, or the additional benefit will still go into effect. Your insurance effective date, any increase in insurance, or the additional benefit will not be deferred until the date You return to work as an Active Employee.

If You are absent from work due to a physical or mental condition and are on an approved Long Term Disability on the date Your insurance, an increase in coverage, or a new benefit added to the Policy would become effective, the effective date of Your insurance, any increase in insurance, or the additional benefit will be deferred until the date You return to work as an Active Employee.

Termination: *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date You are no longer in a class eligible for coverage, or The Policy no longer insures Your class;
- 3) the last day of the month following the date the premium payment is due but not paid;
- 4) the last day of the month following the date Your Employer terminates Your employment;
- 5) the date You are no longer Actively at Work; or
- 6) the date Your Employer ceases to be a Participating Employer;

unless continued in accordance with any of the Continuation Provisions.

Reinstatement: *Can my coverage be reinstated?*

If:

- 1) Your coverage ends because You are no longer employed by the Employer or no longer in Your eligible class; and
- 2) You are rehired or return to Your eligible class within 30 consecutive calendar days after the date Your coverage ended;

then coverage for You and Your previously covered Dependents may be reinstated. You will be automatically re-enrolled by Your Employer retroactively to the date Your coverage ended.

The reinstated coverage will:

- 1) be the same coverage amounts in force on the date coverage ended;
- 2) not be subject to any Eligibility Waiting Period for Coverage or Evidence of Insurability; and
- 3) be subject to all the terms and provisions of The Policy.

We will not reinstate any amount of coverage which You and Your Dependents:

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

unless You cancel such coverage.

Dependent Termination: *When does coverage for my Dependent end?*

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

- 1) the last day of the month following the date Your coverage ends;

- 2) the last day of the month following the date the required premium is due but not paid;
 - 3) the last day of the month following the date You are no longer eligible for Dependent coverage;
 - 4) the last day of the month following the date We or the Employer terminate Dependent coverage; or
 - 5) the last day of the month following the date the Dependent no longer meets the definition of Dependent;
- unless continued in accordance with the continuation provisions.

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

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Coverage may not be continued under more than one Continuation Provision.

The amount of continued coverage applicable to You or Your Dependents will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

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

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions.

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

Change of Control: If You are in a “special severed group” as the result of a merger, then You should see the Employer for the maximum number of months duration of coverage continuation applies to You.

Leave of Absence: If You are on a documented unpaid leave of absence, other than Family and Medical Leave or Military Leave of Absence, Your coverage (including Dependent Life coverage) may be continued until the last day of the month following 12 consecutive months following the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Leave of Absence: If You are on a documented paid leave of absence, other than Family and Medical Leave or Military Leave of Absence, Your coverage (including Dependent Life coverage) may be continued for the duration of the paid leave of absence designated by the Employer. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Military Leave of Absence: If You enter active military service and are granted a military leave of absence in writing, Your coverage (including Dependent Life coverage) may be continued for the entire duration of the approved military leave of absence. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Lay Off: If You are laid off by the Employer due to lack of work, Your coverage (including Dependent Life coverage) may be continued until the end of the month in which the layoff commenced.

Disability Insurance: If You are working for the Policyholder and:

- 1) are covered by; and
- 2) meet the definition of disabled under;

the Group Long Term Disability Insurance Policy issued to Your Employer, Your coverage (including Dependent Life coverage) may be continued from the date You became disabled under the Group Long Term Disability Insurance Policy, until the end of the 24th month from Your Long Term Disability benefit start date.

If at the time You become disabled, You are covered under the one times Earnings coverage option, Your contributions toward continued coverage under this provision will be waived; however, contributions are required to continue for Amounts of Insurance in excess of one times Your Earnings (including Dependent Life coverage) until the end of the 24th month from Your Long Term Disability benefit start date.

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

Severance: If Your employment terminates and continuation of Life insurance is available to You and Your Dependents in a severance plan sponsored by the Employer, all of Your coverage (including Dependent Life coverage) may be

continued. Your coverage will continue through the end of the month until the earliest of:

- 1) the date The Policy terminates;
- 2) the date specified in Your Severance plan. Any severance continuation with a duration greater than 12 months requires advanced approval by Us.

Coverage for Your Dependent will continue until the earliest of:

- 1) the date Your Dependents no longer meet the definition of Dependents;
- 2) the date We or Your Employer terminate Dependent coverage; or
- 3) the date Your coverage terminates.

Dependent Continuation: *Can coverage for my Dependent be continued in the event of my death?*

If You die while your Dependent is covered under The Policy, Your surviving Spouse may continue:

- 1) his or her coverage; and/or
- 2) coverage of Your Dependent Child(ren) who were covered by The Policy on the date of Your death.

Your Employer must receive written request within 31 days following the date of Your death to continue the Dependent's coverage.

For the purpose of continuing the coverage, all of the Dependent provisions and definitions under the Policy will continue to apply, however, Your Spouse's or any of the Dependent Child(ren)'s coverage will not continue beyond 6 months from Your date of death. Premium for the 6-month continuation period will be paid by Your Employer.

Continuation for Dependent Child(ren) with Disabilities: *Will coverage for Dependent Children with disabilities be continued?*

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

- 1) age 26 or older; and
- 2) disabled; and
- 3) primarily dependent upon You for financial support;

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

- 1) You must submit proof satisfactory to Us of such Dependent Child(ren)'s disability within 31 days of the date he or she reaches such age; and
- 2) such Dependent Child(ren) must have become disabled before attaining age 26.

Coverage under The Policy will continue as long as:

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

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

BENEFITS

Life Insurance Benefit: *When is the Life Insurance Benefit payable?*

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

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

Accelerated Benefit: *What is the benefit? This benefit is not available for Retirees.*

In the event that You or Your Dependent are diagnosed as Terminally Ill while the Terminally Ill person is covered under the Policy for an Amount of Life Insurance of at least \$10,000. We will pay the Accelerated Benefit amount as shown below, provided We receive proof of such Terminal Illness.

You must request in writing that a portion of the Terminally Ill person's Amount of Life Insurance be paid as an Accelerated Benefit.

The Amount of Life Insurance payable upon the Terminally Ill person's death will be reduced by any Accelerated Benefit Amount paid under this benefit.

You may request a minimum Accelerated Benefit amount of \$3,000, and a maximum of \$500,000. However, in no event will the Accelerated Benefit Amount exceed 80% or be less than 25% of the Terminally Ill person's Amount of Life Insurance. This option may be exercised only once for You and only once for each of Your Dependents.

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$20,000 and are Terminally Ill, You can request any portion of the Amount of Life Insurance Benefits from \$5,000 to \$10,000 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$5,000 now, You cannot request the additional \$5,000 in the future.

In the event:

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

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

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

Life Insurance benefits payable upon death will include salary increases.

Terminal Illness or Terminally Ill means a life expectancy of 24 months or less.

Proof of Terminal Illness and Examinations: *Must proof of Terminal Illness be submitted?*

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

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

No Longer Terminally Ill: *What happens to my coverage if I am no longer Terminally Ill or my Dependent is no longer Terminally Ill?*

If You or Your Dependents are diagnosed by a Physician as no longer Terminally Ill and:

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

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

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

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

If coverage under The Policy ends because:

- 1) The Policy is terminated; or
- 2) Coverage for an Eligible Class is terminated; or
- 3) Your Employer is no longer a Participating Employer;

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

- 1) \$10,000; or
- 2) the Life Insurance Benefit under The Policy less any Amount of Life Insurance for which You or Your Dependent may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

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

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

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

To convert Your coverage or coverage for Your Dependents, You must:

- 1) complete a Notice of Conversion Right form; and
- 2) have your Employer sign the form.

The Insurer must receive this within:

- 1) 31 days after Life Insurance terminates; or
- 2) 15 days from the date Your Employer signs the form;

whichever is later. However, We will not accept requests for Conversion if they are received more than 91 days after Life Insurance terminates.

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

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

within the time period specified in the proposal.

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

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

Conversion Policy Provisions: *What are the Conversion Policy provisions?*

The Conversion Policy will:

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

The Conversion Policy will not provide:

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

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

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

until such coverage ends.

Death within the Conversion Period: *What if I or my Dependents die before coverage is converted?*

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

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

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

Portability Benefits: *What is Portability? Not applicable to Retirees*

Portability is a provision which allows You and Your Dependents to continue coverage under a Group Portability policy when coverage would otherwise end due to certain Qualifying Events.

Qualifying Events: *What are Qualifying Events?*

Qualifying Events for You are:

- 1) Your employment terminates for any reason prior to age 75; or
- 2) Your membership in an Eligible Class under The Policy ends.

Qualifying Events for Your Dependents are:

- 1) Your employment terminates, for any reason prior to age 75; or
- 2) Your death;
- 3) Your membership in a class eligible for Dependent coverage ends;

- 4) He or she no longer meets the definition of Dependent. However a Dependent Child who reaches the limiting age under The Policy is not eligible for Portability.

Electing Portability: *How do I elect Portability?*

You may elect Portability for Your coverage after Your coverage ends because You had a Qualifying Event. You may also elect Portability for Your Dependent coverage if Your Dependent has a Qualifying Event. The Policy must still be in force and the Employer must continue to be a Participant Employer in order for Portability to be available.

In order for Dependent Child coverage to be continued under this provision, You or Your Spouse must elect to continue coverage.

To elect Portability for You or Your Dependents, You must:

- 1) complete and have Your Employer sign a Portability application; and
- 2) submit the application to Us, with the required premium.

This must be received within:

- 1) 31 days after Life Insurance terminates; or
- 2) 15 days from the date Your Employer signs the application;

whichever is later. However, Portability requests will not be accepted if they are received more than 91 days after Life Insurance terminates.

After We verify eligibility for coverage, We will issue a certificate of insurance under a Portability policy. The Portability coverage will be:

- 1) issued on one of the forms then being issued by Us for Portability purposes; and
- 2) effective on the day following the date Your or Your Dependent's coverage ends.

The terms and conditions of coverage under the Portability policy will not be the same terms and conditions that are applicable to coverage under The Policy.

Limitations: *What limitations apply to this benefit?*

You may elect to continue 50%, 75%, or 100% of the Amount of Life Insurance which is ending for You or Your Dependent. This amount will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. However, the Amount of Life Insurance that may be continued will not exceed:

- 1) \$1,000,000 for You;
- 2) \$50,000 for Your Spouse ; or
- 3) \$10,000 for Your Dependent Child(ren).

If You elect to continue 50% or 75% now, You may not continue any portion of the remaining amount under this Portability provision at a later date. In no event will You or Your Spouse be able to continue an Amount of Life Insurance which is less than \$5,000.

Portability is not available for any Amount of Life Insurance for which You or Your Dependents were not eligible and covered.

Effect of Portability on other Provisions: *How does Portability affect other Provisions?*

Portability is not available for any Amount of Life Insurance which was, or is being, continued in accordance with the:

- 1) Conversion Right; or
- 2) Continuation provisions;

under The Policy. However, if:

- 1) You elect to continue only a portion of terminated coverage under this Portability provision; or
- 2) the Amount of Life Insurance exceeds the maximum Portability amount;

then the Conversion Right may be available for the remaining amount.

Survivor Income Benefit (Retiree Only): *Will my survivors receive a benefit?* If You die while insured under the Policy for Survivor Income Benefits, We will pay a Survivor Income Benefit, in addition to any life insurance benefit payable under The Policy, to Your Eligible Survivor(s) in the following order:

- 1) Your surviving spouse; or
- 2) if no spouse survives You, to Your surviving child(ren), in equal shares.

You will not be eligible for Survivor Income Benefits unless You have an Eligible Survivor. If there is no Eligible Survivor on the first day of the calendar month following the date of Your death, no benefits are payable under the Survivor Income Benefit.

Benefits are payable to Your Eligible Survivor(s), however if benefits are payable to a surviving child who is a minor, We will pay benefits to such child's legal representative.

For the purpose of this benefit, an Eligible Survivor means:

- 1) Your surviving spouse who, at the time of Your death, is not legally separated or divorced from You, and You have been legally married to such surviving spouse for at least the 12 consecutive months immediately preceding Your death. Surviving spouse will include Your domestic partner provided You certify that You and Your domestic partner are:
 - a) each other's sole domestic partner and intend to remain so indefinitely;
 - b) not related by blood;
 - c) not legally married to any other person;
 - d) at least 18 years of age;
 - e) mentally competent to consent to the domestic partnership; and
 - f) financially interdependent and have resided together continuously for at least 12 consecutive months prior to applying for coverage, and intend to continue to reside together indefinitely.

You will continue to be considered domestic partners provided You continue to meet the requirements described above. Surviving spouse will include Your party to a civil union, provided You:

- a) have established that You and Your partner are parties to a civil union for purposes of The Policy; or
- b) have registered as parties to a civil union with a government agency or office where such registration is available.

You will continue to be considered parties to a civil union provided You continue to meet the requirements of the law;

- 2) Your surviving dependent child(ren) at the time of Your death. Surviving dependent child(ren) means:
 - a) Your children, children related to You by domestic partnership, legally adopted child or children who have been placed with You pending final adoption; or
 - b) stepchildren (stepchildren must live with You at least 50% of the year), foster children, children for whom You have been appointed legal guardianship (not legal custody), who live with You or Your surviving spouse in a regular parent-child relationship; provided such children are:
 - a) from live birth to age 26 years; or
 - b) age 26 or older and disabled and primarily dependent upon You for financial support. Such children must have become disabled before attaining age 26. You must submit proof, satisfactory to Us, of such children's disability.

Benefits will be paid to Your Eligible Survivor(s) in monthly installments for a maximum of 12 months, payable on the first day of each month beginning with the first month following the date of Your death.

If Your surviving spouse remarries, any unpaid remainder of the Survivor Income Benefit is payable to Your surviving dependent child(ren).

The monthly benefit is calculated by determining the amount on file for You with the Policyholder with respect to this benefit, and then dividing such amount by 12.

The monthly benefit payments will cease on the first to occur of the following dates:

- 1) the date on which the Eligible Survivor dies, if there are no other Eligible Survivors, otherwise the remainder of such benefit payments will continue and be payable to the next Eligible Survivor;
- 2) the date 12 monthly Survivor Income Benefit payments have been made;
- 3) the date Your surviving spouse remarries;
- 4) the date Your surviving dependent child(ren) no longer meets the definition of an Eligible Survivor.

GENERAL PROVISIONS

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

You, or the person who has the right to claim benefits, must give Us, written notice of a claim within 30 days after the date of death.

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

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

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

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

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

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

All proof submitted must be satisfactory to Us.

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

Written Proof of Loss should be sent within 90 day(s) after the loss. All Proof of Loss should be sent to Us. However, all claims should be submitted to Us within 90 day(s) of the date coverage ends.

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

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

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

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

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

Claim Payment: *When are benefit payments issued?*

When We determine that benefits are payable, We will pay the benefits in accordance with the Claims to be Paid provision.

Claims to be Paid: *To whom will benefits for my claim be paid?*

Life Insurance Benefits will be paid in accordance with the life insurance Beneficiary Designation.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) all to Your surviving Spouse; or
- 2) if Your Spouse does not survive You, in equal shares to Your surviving Children; or
- 3) if no child survives You, in equal shares to Your surviving parents; or
- 4) the executors or administrators of Your estate.

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

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

- 1) \$200 at Your death; and

2) monthly installments of not more than \$200.

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

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

If benefits are payable and meet Our guidelines, then We may pay benefits into a draft book account (checking account) which will be owned by:

- 1) You, if living; or
- 2) Your beneficiary, in the event of Your death.

The account owner may elect a lump sum payment by writing a check for the full amount in the account. However, an account will not be established for a benefit payable to Your estate.

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

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

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

Beneficiary Designation: *How do I designate or change my beneficiary?*

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

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

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

Claim Denial: *What notification will my Beneficiary or I receive if a claim is denied?*

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

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

Claim Appeal: *What recourse do my Beneficiary or I have if a claim is denied?*

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

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

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

Incontestability: *When can the Life Insurance Benefit of The Policy be contested?*

Except for non-payment of premiums, Your or Your Dependent's Life Insurance Benefit cannot be contested after two years from its effective date.

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

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

Assignment: *Are there any rights of assignment?*

You have the right to absolutely assign Your rights and interest under The Policy including, but not limited to the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

You do not have the right to collaterally assign Your rights and interest under The Policy.

Legal Actions: *When can legal action be taken against Us?*

Legal action cannot be taken against Us:

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

Workers' Compensation: *How does The Policy affect Workers' Compensation coverage?*

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

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

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

Misstatements: *What happens if facts are misstated?*

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

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

DEFINITIONS

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

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

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

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

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

Dependent Child(ren) means:

- 1) Your children, children related to You by domestic partnership, legally adopted child or children who have

- been placed with You pending final adoption; or
- 2) stepchildren (stepchildren must live with You at least 50% of the year), foster children, children for whom You have been appointed legal guardianship (not legal custody), who live with You or Your Spouse in a regular parent-child relationship;
- provided such children are:
- 1) from live birth to age 26 years; or
 - 2) age 26 or older and disabled and primarily dependent upon You for financial support. Such children must have become disabled before attaining age 26. You must submit proof, satisfactory to Us, of such children's disability.

Dependents means Your Spouse and Your Dependent Child(ren). A dependent must be a citizen or legal resident of the United States, its territories and protectorates.

Earnings means Your Annual base pay, including targeted commissions and targeted short term incentive compensation as noted in Your Employer's payroll system as of Your date of death, but not counting bonuses, special compensation, overtime pay or any other pay or fringe benefits.

If You are disabled under the Employer's Long Term Disability plan, annual base pay will include targeted commissions and targeted short term incentive compensation noted in Your Employer's payroll system as of your date of disability.

Employer means the Policyholder.

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

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

Participating Employer means an Employer who agrees to participate in the Trust, pays the required contribution and is a participant in accordance with the provisions of The Policy.

Physician means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not Related to You by blood or marriage.

Prior Policy means the group life insurance Policy carried by the Participating Employer on the day before the Participating Employer Effective Date and will only include the coverage which is transferred to Us.

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

With respect to Normal Retirees

Retiree means a former Active Employee of the Employer:

- 1) whose age is at least 65;
- 2) who has completed at least 5 years of active full-time or part-time service with the Employer;

With respect to Early Retirees

Retiree means a former Active Employee of the Employer:

- 1) whose age is at least 55;
- 2) who has completed at least 10 years of active full-time or part-time service with the Employer;

With respect to Special Early Retirement Retirees

Retiree means a former Active Employee of the Employer:

- 1) whose age plus years of service equals at least 75;
- 2) whose employment terminated due to plant, site, installation or department shut down, and such employee is not offered other work with an affiliated or participating company; or
- 3) who is prevented by illness or injury from performing the duties of his regular job, as determined by the Vice President of Human Resources- Operations of the employee's division; or

- 4) whose job has been eliminated due to merger, consolidation of operation, automation or reduction in work force, and such employee is not offered other work with an affiliated or participating company.

With respect to Late Retirees

Retiree means a former Active Employee of the Employer:

- 1) terminated employment after age 65; and
- 2) who has completed at least 5 years of active full-time or part-time service with the Employer.

Spouse means Your spouse who is not legally separated or divorced from You.

Spouse will include Your domestic partner provided You certify that You and Your domestic partner are:

- 1) each other's sole domestic partner and intend to remain so indefinitely;
- 2) not related by blood;
- 3) not legally married to any other person;
- 4) at least 18 years of age;
- 5) mentally competent to consent to the domestic partnership; and
- 6) financially interdependent and have resided together continuously for at least 12 consecutive months prior to applying for coverage, and intend to continue to reside together indefinitely.

You will continue to be considered domestic partners provided You continue to meet the requirements described above.

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

- 1) have established that You and Your partner are parties to a civil union for purposes of The Policy; or
- 2) have registered as parties to a civil union with a government agency or office where such registration is available.

You will continue to be considered parties to a civil union provided You continue to meet the requirements of the law.

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

Trust means the Policyholder stated on the face page of The Policy.

We, Us or Our means the insurance company named on the face page of The Policy.

You or Your means the person to whom this certificate is issued.



AMENDATORY RIDER

This rider is attached to all certificates given in connection with The Policy and is effective on The Policy Effective Date.

This rider is intended to amend Your certificate, as indicated below, to comply with the laws of Your state of residence. Only those references to benefits, provisions or terms actually included in Your certificate will affect Your coverage. In addition, any reference made herein to Dependent coverage will only apply if Dependent coverage is provided in Your certificate.

For Colorado residents:

- 1) The **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.
- 2) Item #2 of the definition of **Dependent Child(ren)** is amended to read as follows:
any other children related to You by blood or marriage or civil union or domestic partnership who:
- 3) The following is added to the definition of **Spouse**:
Spouse will include Your partner in a civil union.
- 4) The **Change in Family Status** provision is amended to read as follows:
A Change in Family Status occurs when:
 - 1) You get married or enter a civil union or You execute a domestic partner affidavit;
 - 2) You and Your spouse divorce or terminate a civil union or terminate a domestic partnership;
 - 3) Your child is born or You adopt or become the legal guardian of a child;
 - 4) Your spouse or party to a civil union or domestic partner dies;
 - 5) Your child is no longer financially dependent on You or dies;
 - 6) Your spouse or party to a civil union or domestic partner is no longer employed, which results in a loss of group insurance; or
 - 7) You have a change in classification from part-time to full-time or from full-time to part-time.

For Delaware residents:

The **Spouse** definition is amended to read as follows:

Spouse means Your spouse who is not legally separated or divorced from You.

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

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

You will continue to be considered parties to a civil union provided You continue to meet the requirements required by law.

For Hawaii residents:

The **Spouse** definition is amended to read as follows:

Spouse means Your spouse who is not legally separated or divorced from You.

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

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

You will continue to be considered parties to a civil union provided You continue to meet the requirements required by law.

For Illinois residents:

The **Spouse** definition is amended to read as follows:

Spouse means Your spouse who is not legally separated or divorced from You.

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

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

You will continue to be considered parties to a civil union provided You continue to meet the requirements required by law.

For Louisiana residents:

- 1) The definition of **Dependent** is replaced by the following:
Dependent means Your Spouse and Your Dependent Child(ren). A dependent must be a citizen or legal resident of the United States, its territories and protectorates. Any person who is in full-time military service cannot be a dependent, unless that person is subsequently called to military service and any required premium is paid.
- 2) The age limit stated in the **Continuation for Dependent Children with Disabilities** provision is increased to 21, if less than 21.
- 3) The following provision is added to the **Period of Coverage** provisions:
Reinstatement after Military Service: If:
 - 1) Your coverage terminates because You enter active military service; and
 - 2) You are rehired within 12 months of the date Your coverage terminated/within 12 months of the date You return from active military service;then coverage for You and Your previously covered Dependent Spouse/Dependents may be reinstated, provided You request such reinstatement within 31 days of the date You return to work. The reinstated coverage will:
 - 1) be the same coverage amounts in force on the date coverage terminated; and
 - 2) not be subject to any Waiting Period for Coverage, Evidence of Insurability or Pre-existing Conditions Limitations; and
 - 3) be subject to all the terms and provisions of The Policy.
- 4) The last paragraph of the **Claims to be Paid** provision is replaced by the following:
In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your funeral or other expenses incident to Your last illness or death. Payment to any person, as shown above, will release Us from liability for the amount paid.
- 5) The exclusion for the **Seatbelt and Air Bag** benefit is replaced by the following:
The Seat Belt and Air Bag Benefit will not be payable if the injured person is operating the Motor Vehicle at the time of Injury while:
 - 1) Intoxicated; or
 - 2) under the influence of narcotics, unless administered on the advice of a physician.
- 6) The drug exclusion in the Accidental Death and Dismemberment Exclusions is replaced by the following:
Injury sustained while under the influence of narcotics, unless administered on the advice of a Physician;

For Massachusetts residents:

The definition of **Terminal Illness or Terminally Ill** in the **Accelerated Benefit** cannot exceed 24 months.

For Michigan residents:

The **Policy Interpretation** provision is deleted in its entirety.

For Minnesota residents:

- 1) The term "granted military leave of absence" in the Military Leave of Absence portion of the **Continuation Provisions** section, is amended to "documented military leave of absence."
- 2) The provision titled "**Lay Off**" is deleted from the Continuation Provisions and is replaced by the following:
Lay Off: If You are voluntarily or involuntarily terminated or Laid Off, You may elect to continue Your coverage by making monthly premium payments to the Employer for the cost of continued coverage. You must elect this continued coverage within 60 days from:
 - 1) the date Your coverage would otherwise terminate; or
 - 2) the date You receive a written notice of Your right to continue coverage;whichever is later. The amount of premium charged may not exceed 102% of the premium paid, either by You or the Employer, for life insurance coverage for an Active Employee. The Employer will inform You of:
 - 1) Your right to continue coverage;
 - 2) the amount of monthly premium; and
 - 3) how, where and by when payment must be made.Upon request, the Employer will provide You Our written verification of the cost of coverage. Coverage will continue until the first to occur of:
 - 1) the date You are covered under another group policy; or
 - 2) the last day of the 18th month following the date of termination or layoff.At the end of such 18 month period, You may exercise the Conversion Right if You do so within the time limits described in such provision. However, in lieu of conversion coverage You may accept a policy providing

reduced benefits at a reduced premium rate. Minnesota law requires that if Your coverage ends because the Employer fails:

- 1) to notify You of Your right to continue coverage; or
- 2) to pay the premium after timely receipt;

the Employer will be liable for benefit payments to the extent We would have been liable had You still been covered. Laid Off means that there is a reduction in the number of hours You work for the Employer so that You are no longer eligible for coverage. The term termination does not include discharge for gross misconduct but does include retirement.

- 3) the 7th paragraph of the **Accelerated Benefit** provision is deleted.
- 4) the 2nd, 3rd and 4th paragraphs of the **Conversion Right** provision are deleted.
- 5) The first sentence of the 5th paragraph of the **Claims to be Paid** provision is amended as follows:
If benefits are payable and are greater than \$15,000, then You or Your beneficiary may request that We pay benefits into a draft book account (checking account) which will be owned by:
 - 1) You, if living; or
 - 2) Your beneficiary, in the event of Your death.

For Missouri residents:

- 1) The time periods stated in the **Conditions for Qualification** and the **Benefit Payable before Approval of Waiver of Premium** provisions are changed to 180 days, if greater than 180 days.
- 2) The following language is added to the **When Premiums are Waived** provision:
If Waiver of Premium is approved, it will be retroactive to the date the disability began. Premiums will be waived retrospectively once You have completed the 180 day waiting period.
- 3) The **Suicide** provision is replaced by the following:
Suicide: *What benefit is payable if death is a result of suicide?*
If You or Your Dependent commit suicide, whether sane or insane, We will not pay any Supplemental Amount of Life Insurance or Supplemental Amount of Dependent Life Insurance for the deceased person which was elected within the 1 year period immediately prior to the date of death. This applies to initial coverage and elected increases in coverage. It does not apply to benefit increases that resulted solely due to an increase in Earnings. If You or Your Dependent die as a result of suicide, whether sane or insane, within 1 year of the Policy effective date, all premiums paid for coverage will be refunded.

This 1 year period includes the time group life insurance coverage was in force under the Prior Policy.
- 4) Item 2 of the **Accidental Death and Dismemberment Exclusions** is replaced with the following:
 - 2) suicide or attempted suicide, whether sane or insane;

For Montana residents:

- 1) The time period stated in the **Conversion Right** provision is changed to 3 years, if greater than 3 years.
- 2) The dollar amount stated in the **Conversion Right** provision is changed to \$10,000, if less than \$10,000.
- 3) The 2nd paragraph of the **Conversion Policy Provisions** is deleted.
- 4) The dollar amount stated in the second paragraph of the **Claims to be Paid** provision is changed to \$500, if not \$500.
- 5) The following provision is added to the **Claims to be Paid** provision.
Payable Interest: *Is interest payable on death claims?*
Claims payable for loss of life will be paid within 60 days of the date due proof is received. If the claim is paid more than 30 days after the date due proof is received, the amount payable will include interest. Interest will be paid at the discount rate, on 90-day commercial paper, in effect at the Federal Reserve Bank in the Ninth Federal Reserve District on the date due proof is received.

For New Hampshire residents:

- 1) The **Waiver of Premium and Disability Extension** provision or the **Disability Extension** provision is deleted
- 2) The following is added to the end of the first paragraph of the **Conversion** provision:
The Notice of Conversion Right form will be mailed to You within 15 days after the Policy ceases. If notice is given more than 15 days after the Policy ceases, the time You have to convert will be extended for 15 days from the date notice was given.
- 3) The last sentence of the second paragraph of the **Conversion** provision is replaced by the following:
However, unless you did not have notice, We will not accept requests for Conversion if they are received more than 91 days after Life Insurance terminates.
- 4) Item #3 in the second paragraph of the Sending Proof of Loss provision is deleted.
- 5) The dollar amount stated in the second paragraph of the **Claims to be Paid** provision is changed to \$250, if not \$250.

- 6) The following is added to the Period of Coverage if Spouse Accidental Death and Dismemberment is included in the contract:

Spouse Continuation: *Can coverage be continued for a divorced Spouse?*

If You are legally separated or divorced from Your Spouse, coverage for Your former Spouse may continue under The Policy until the earliest of:

- 1) the last day of the third year following the anniversary of a final divorce or legal separation;
- 2) the date You remarry;
- 3) the date Your former Spouse remarries;
- 4) a date specified in the final divorce decree;
- 5) the date Your former Spouse fails to pay any premiums that may be due; or
- 6) the date You die.

For North Dakota residents:

The **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.

For Ohio residents, any references to **Accelerated Benefit** are amended to read as **Accelerated Death Benefit**.

For Oregon residents:

- 1) The **Spouse** definition is amended to read as follows:

Spouse means Your spouse who:

- 1) is under age 65;
- 2) is not legally separated or divorced from You; and
- 3) is not in active full-time military service outside the continental United States, Hawaii, Puerto Rico or Alaska. However, Your spouse who is in active full-time military service inside the continental United States, Hawaii, Puerto Rico or Alaska will be considered a Dependent.

Spouse will include Your domestic partner provided You:

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

You will continue to be considered domestic partners provided You continue to meet the requirements of the law or as described in the domestic partner affidavit.

- 2) The following is added to the definition of **Dependent Child(ren)**:

Dependent Child(ren) will also include child(ren) of Your Oregon registered domestic partner.

- 3) The **Continuation Provisions** section is amended to include the following for Employers with 10 or more employees:

Jury Duty: If You are scheduled to serve or are required to serve as a juror, Your coverage may be continued until the last day of Your Jury Duty, provided You:

- 1) elected to have Your coverage continued; and
- 2) provided notice of the election to Your employer in accordance with Your employer's notification policy.

For South Carolina residents:

- 1) The following is added to the **Physical Examinations and Autopsy** provision: "Such autopsy must take place in the state of South Carolina."
- 2) The dollar amount stated in the second paragraph of the **Claims to be Paid** provision is changed to \$2,000, if not \$2,000.

For South Dakota residents:

- 1) The **suicide, felony, speed or endurance contest** exclusions are replaced by the following:
suicide, whether sane or insane, within two years of the individual's coverage under the policy;
Injury caused directly or indirectly by riding or driving on land, air, or water if participating in a speed or endurance contest;
Injury sustained while committing a felony.
- 2) The **self-inflicted Injury, drug, Intoxicated and Driving while Intoxicated** exclusions are deleted.
- 3) The definition of "**Intoxicated**" is deleted from the Exclusion section.
- 4) The exclusions set forth in the **Seat Belt and Air Bag** benefit are deleted.
- 5) The definition of **Felonious Assault** set forth in the Felonious Assault Benefit is replaced by the following:

Felonious Assault means a violent or criminal act directed at You or Your Dependents during the course of a robbery, kidnapping or criminal assault, which constitutes a felony under the law.

For Texas residents, the provision titled **Policy Interpretation** is deleted in its entirety.

For Utah residents:

- 1) The time period stated in the **Suicide** provision is changed to 2 years if not already 2 years.
- 2) Item 1 of the first paragraph in the **Conversion Policy Provisions** is replaced by the following:
 - 1) be issued on one of the Life Insurance policy forms the Insurer is customarily issuing at the age and for the amount applied for at the time of conversion except for term insurance; and
- 3) The following sentence is added to the **Effect of Waiver of Premium on Conversion** provision, if not already added:

The Insurer will refund the premium paid for such Conversion Policy.
- 4) The time period stated in the **Claim Forms** provision is changed to 15 days if not already 15 days.
- 5) Item 3 of the second paragraph of the **Sending Proof of Loss** provision is deleted.
- 6) The time period stated in the **Claim Payment** provision is changed to 15 days if not already 15 days.
- 7) The provision titled **Policy Interpretation** is deleted in its entirety.
- 8) The words "In the absence of fraud" are deleted from the **Incontestability** provision.
- 9) The following provision is added to the Continuation provisions:

Disability: If You are not Actively at Work due a Disability, all of Your coverage (including Dependent Life coverage) may be continued beyond a date shown in the Termination provision. Coverage may not be continued under more than one Continuation Provision. The amount of continued coverage applicable to You or Your Dependents will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Coverage will continue until the earliest of:

 - 1) six months from the date of Disability;
 - 2) approval by Us of continuation of the coverage under any disability provision The Policy may contain;
 - 3) the date premium payment is due but not paid;
 - 4) The Policy terminates; or
 - 5) if the Policyholder is a trust, Your Employer ceases to be a Participating Employer.

In no event will the amount of insurance increase while coverage is continued in accordance with this provision. The Continuation Provisions shown above may not be applied consecutively. If such absence results in a leave of absence in accordance with state and/or federal family and medical leave laws, then the combined continuation period will not exceed twelve consecutive months.

For Vermont residents:

- 1) The following Endorsement applies:

Purpose: This endorsement is intended to provide benefits for parties to a civil union. Vermont law requires that insurance contracts and policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this endorsement, the civil union must have been established in the state of Vermont according to Vermont law.

General Definitions, Terms, Conditions and Provisions: The general definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

 - 1) Terms that mean or refer to a marital relationship or that may be construed to mean or refer to a marital relationship: such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms include the relationship created by a civil union.
 - 2) Terms that mean or refer to a family relationship arising from a marriage such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include the family relationship created by a civil union.
 - 3) Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a civil union.
 - 4) "Dependent" means a spouse, a party to a civil union, and/or a child or children (natural, stepchild, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.
 - 5) "Child or covered child" means a child (natural, step-child, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.

Cautionary Disclosure: THIS RIDER IS ISSUED TO MEET THE REQUIREMENTS OF VERMONT LAW AS EXPLAINED IN THE "PURPOSE" PARAGRAPH OF THE RIDER. THE FEDERAL GOVERNMENT OR

ANOTHER STATE GOVERNMENT MAY NOT RECOGNIZE THE BENEFITS GRANTED UNDER THIS RIDER. YOU ARE ADVISED TO SEEK EXPERT ADVICE TO DETERMINE YOUR RIGHTS UNDER THIS CONTRACT.

- 2) The following sentence is added to the **Life Insurance Benefit** provision:
Interest is payable from the date of death until the date payment is made at an interest rate of 6% per year or at least Our corporate interest rate, whichever is greater.

For Washington residents:

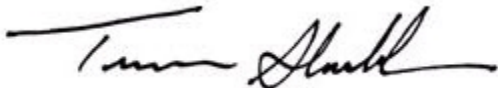
- 1) The **Suicide** provision is deleted in its entirety.
- 2) The following is added to the **No Longer Terminally Ill** provision:
Dispute about Diagnosis: If Your attending physician, and a physician appointed by Us, disagree on whether You are Terminally Ill, Our physician's opinion will not be binding upon You. The two parties shall attempt to resolve the matter promptly and amicably. In case the disagreement is not resolved, You have the right to mediation or binding arbitration conducted by a disinterested third party who has no ongoing relationship with either. Any such arbitration shall be conducted in accordance with the laws of the State of Washington. As part of the final decision, the arbitrator or mediator shall award the costs of the arbitrator to one party or the other, or may divide the costs equally or otherwise.
- 3) The **Labor Dispute** continuation provision is replaced with the following:
Labor Dispute: If You are not Actively at Work as the result of a labor dispute, all of Your coverages (including Dependent Life coverage) may be continued during such dispute until the last day of the month in which the coverage terminated, but in no event for a period exceeding six months. If the labor dispute ends, this continuation will cease immediately.
- 4) The provision titled **Policy Interpretation** is deleted in its entirety.
- 5) The definition of **Dependent Child(ren)** is amended to include relationships due to domestic partnership.
- 6) The **Spouse** definition is amended to read as follows:
Spouse means Your spouse who is not legally separated or divorced from You.
Spouse will include Your domestic partner or party to a civil union, provided You:
 - 1) have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners or parties to a civil union for purposes of The Policy; or
 - 2) have registered as domestic partners or parties to a civil union with a government agency or office where such registration is available and provide proof of such registration unless requiring proof is prohibited by law.You will continue to be considered domestic partners or parties to a civil union provided You continue to meet the requirements described in the domestic partner affidavit or required by law.

For Wisconsin residents:

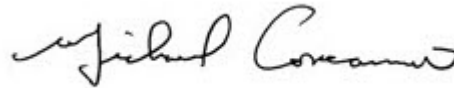
- 1) The dollar amount stated in the **Conversion Right** provision is changed to \$5,000, if not \$5,000.
- 2) The dollar amounts stated in the second paragraph and the last paragraph of the **Claims to be Paid** provision are changed to \$1,000, if not \$1,000.

In all other respects, the Policy and certificates remain the same.

Signed for Hartford Life and Accident Insurance Company.



Terence Shields, Secretary



Michael Concannon, Executive Vice President

**ERISA INFORMATION
THE FOLLOWING NOTICE
CONTAINS IMPORTANT INFORMATION**

This employee welfare benefit plan (Plan) is subject to certain requirements of the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA requires that you receive a Statement of ERISA Rights, a description of Claim Procedures, and other specific information about the Plan. This document serves to meet ERISA requirements and provides important information about the Plan.

The benefits described in your booklet-certificate (Booklet) are provided under a group insurance policy (Policy) issued by the Hartford Life and Accident Insurance Company (Insurance Company) and are subject to the Policy's terms and conditions. The Policy is incorporated into, and forms a part of, the Plan. The Plan has designated and named the Insurance Company as the claims fiduciary for benefits provided under the Policy. The Plan has granted the Insurance Company full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy.

A copy of the Plan is available for your review during normal working hours in the office of the Plan Administrator.

1. Plan Name

Group Basic Term Life, Supplemental Dependent Life, Supplemental Term Life Plan for employees of SPRINT/UNITED MANAGEMENT COMPANY.

2. Plan Number

LIFE - 715

3. Employer/Plan Sponsor

SPRINT/UNITED MANAGEMENT COMPANY
6500 Sprint Parkway
Overland Park, KS 66251

4. Employer Identification Number

48-0457967

5. Type of Plan

Welfare Benefit Plan providing Group Basic Term Life, Supplemental Dependent Life, Supplemental Term Life.

6. Plan Administrator

SPRINT/UNITED MANAGEMENT COMPANY
6500 Sprint Parkway
Overland Park, KS 66251

7. Agent for Service of Legal Process

For the Plan

SPRINT/UNITED MANAGEMENT COMPANY
6500 Sprint Parkway
Overland Park, KS 66251

For the Policy:

Hartford Life and Accident Insurance Company
One Hartford Plaza
Hartford, CT 06155

In addition to the above, Service of Legal Process may be made on a plan trustee or the plan administrator.

8. **Sources of Contributions (Life)** Basic and supplemental coverage are being offered under a single ERISA plan. The Employer may pay some or all of the premium for the basic coverage. Coverages described in the certificate/policy as noncontributory or as being paid by the Employer, if any, are those paid for directly by the Employer such that you may have no direct out of pocket expense for such coverage. However, employees who elect supplemental coverage will be required to contribute specified amounts to the plan. Any amounts paid by employees may be used to pay any benefit or expense under the plan.

9. **Type of Administration** The plan is administered by the Plan Administrator with benefits provided in accordance with the provisions of the applicable group plan.

10. The Plan and its records are kept on a Policy Year basis.

11. Labor Organizations

None

12. Names and Addresses of Trustees

None

13. Plan Amendment Procedure

The Plan Administrator reserves full authority, at its sole discretion, to terminate, suspend, withdraw, reduce, amend or modify the Plan, in whole or in part, at any time, without prior notice.

The Employer also reserves the right to adjust your share of the cost to continue coverage by the same procedures.

STATEMENT OF ERISA RIGHTS

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA provides that all Plan participants shall be entitled to:

1. Receive Information About Your Plan and Benefits

- a) Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- b) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary Plan description. The administrator may make a reasonable charge for the copies.
- c) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

2. Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

3. Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If the Plan requires you to complete administrative appeals prior to filing in court, your right to file suit in state or Federal court may be affected if you do not complete the required appeals. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

4. Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (formerly known as the Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

CLAIM PROCEDURES

The Plan has designated and named the Insurance Company as the claims fiduciary for benefits provided under the Policy. The Plan has granted the Insurance Company full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy.

Claim Procedures for Claims Requiring a Determination of Disability

Claims for Benefits

If you or your authorized representative would like to file a claim for benefits for yourself or your insured dependents, you or your authorized representative should obtain a claim form(s) from your Employer or Plan Administrator. The applicable section of such form(s) must be completed by (1) you, (2) the Employer or Plan Administrator and (3) the attending physician or hospital. Following completion, the claim form(s) must be forwarded to the Insurance Company's claim representative. The Insurance Company will evaluate your claim and determine if benefits are payable.

The Insurance Company will make a decision no more than 45 days after receipt of your properly filed claim. The time for decision may be extended for two additional 30 day periods provided that, prior to any extension period, the Insurance Company notifies you in writing that an extension is necessary due to matters beyond the control of the Plan, identifies those matters and gives the date by which it expects to render its decision. If your claim is extended due to your failure to submit information necessary to decide your claim, the time for decision may be tolled from the date on which the notification of the extension is sent to you until the date we receive your response to our request. If the Insurance Company approves your claim, the decision will contain information sufficient to reasonably inform you of that decision.

Any adverse benefit determination will be in writing and include: 1) specific reasons for the decision, 2) specific references to the Policy provisions on which the decision is based, 3) a description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary, 4) a description of the review procedures and time limits applicable to such procedures, 5) a statement that you have the right to bring a civil action under section 502(a) of ERISA after you appeal our decision and after you receive a written denial on appeal, and 6) (A) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the denial, either (i) the specific rule, guideline, protocol or other similar criterion, or (ii) a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the denial and that a copy will be provided free of charge to you upon request, or (B) if denial is based on medical judgment, either (i) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Policy to your medical circumstances, or (ii) a statement that such explanation will be provided to you free of charge upon request.

Appealing Denials of Claims for Benefits

On any wholly or partially denied claim, you or your representative must appeal once to the Insurance Company for a full and fair review. You must complete this claim appeal process before you file an action in court. Your appeal request must be in writing and be received by the Insurance Company no later than the expiration of 180 days from the date you received your claim denial. As part of your appeal:

1. you may request, free of charge, copies of all documents, records, and other information relevant to your claim; and
2. you may submit written comments, documents, records and other information relating to your claim.

The Insurance Company's review on appeal shall take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Insurance Company will make a final decision no more than 45 days after it receives your timely appeal. The time for final decision may be extended for one additional 45 day period provided that, prior to the extension, the Insurance Company notifies you in writing that an extension is necessary due to special circumstances, identifies those circumstances and gives the date by which it expects to render its decision. If your claim is extended due to your failure to submit information necessary to decide your claim on appeal, the time for decision shall be tolled from the date on which the notification of the extension is sent to you until the date we receive your response to the request.

The individual reviewing your appeal shall give no deference to the initial benefit decision and shall be an individual who is neither the individual who made the initial benefit decision, nor the subordinate of such individual. The review process provides for the identification of the medical or vocational experts whose advice was obtained in connection with an initial adverse decision, without regard to whether that advice was relied upon in making that decision. When deciding an appeal that is based in whole or part on medical judgment, we will consult with a medical professional having the appropriate training and experience in the field of medicine involved in the medical judgment and who is neither an individual consulted in connection with the initial benefit decision, nor a subordinate of such individual. If the Insurance Company grants your claim appeal, the decision will contain information sufficient to reasonably inform you of that decision.

However, any final adverse benefit determination on review will be in writing and include: 1) specific reasons for the decision, 2) specific references to the Policy provisions on which the decision is based, 3) a statement that you have the right to bring a civil action under section 502(a) of ERISA, 4) a statement that you may request, free of charge, copies of all documents, records, and other information relevant to your claim; 5) (A) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the decision on appeal, either (i) the specific rule, guideline, protocol or other similar criterion, or (ii) a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the decision on appeal and that a copy will be provided free of charge to you upon request, or (B) if the decision on appeal is based on medical judgment, either (i) an explanation of the scientific or clinical judgment for the decision on appeal, applying the terms of the Policy to your medical circumstances, or (ii) a statement that such explanation will be provided to you free of charge upon request, and 6) any other notice(s), statement(s) or information required by applicable law.

Claim Procedures for Claims Not Requiring a Determination of Disability

Claims for Benefits

If you or your authorized representative would like to file a claim for benefits for yourself or your insured dependents, you or your authorized representative should obtain a claim form(s) from your Employer or Plan Administrator. The applicable section of such form(s) must be completed by (1) you, (2) the Employer or Plan Administrator and (3) the attending physician or hospital. Following completion, the claim form(s) must be forwarded to the Insurance Company's claim representative. The Insurance Company will evaluate your claim and determine if benefits are payable.

The Insurance Company will make a decision no more than 90 days after receipt of your properly filed claim. However, if the Insurance Company determines that special circumstances require an extension, the time for its decision will be extended for an additional 90 days, provided that, prior to the beginning of the extension period, the Insurance Company notifies you in writing of the special circumstances and gives the date by which it expects to render its decision. If extended, a decision shall be made no more than 180 days after your claim was received. If the Insurance Company approves your claim, the decision will contain information sufficient to reasonably inform you of that decision.

However, any adverse benefit determination will be in writing and include: 1) specific reasons for the decision; 2) specific references to Policy provisions on which the decision is based; 3) a description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary; 4) a description of the review procedures and time limits applicable to such, and 5) a statement that you have the right to bring a civil action under section 502(a) of ERISA after you appeal our decision and after you receive a written denial on appeal.

Appealing Denials of Claims for Benefits

On any wholly or partially denied claim, you or your representative must appeal once to the Insurance Company for a full and fair review. You must complete this claim appeal process before you file an action in court. Your appeal request must be in writing and be received by the Insurance Company no later than the expiration of 60 days from the date you received your claim denial. As part of your appeal:

1. you may request, free of charge, copies of all documents, records, and other information relevant to your claim; and
2. you may submit written comments, documents, records and other information relating to your claim.

The Insurance Company's review on appeal shall take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Insurance Company will make a final decision no more than 60 days after it receives your timely appeal. However, if the Insurance Company determines that special circumstances require an extension, the time for its decision will be extended for an additional 60 days, provided that, prior to the beginning of the extension period, the Insurance Company notifies you in writing of the special circumstances and gives the date by which it expects to render its decision. If extended, a decision shall be made no more than 120 days after your appeal was received. If the Insurance Company grants your claim appeal, the decision will contain information sufficient to reasonably inform you of that decision.

However, any final adverse benefit determination on review will be in writing and include: 1) specific reasons for the decision and specific references to the Policy provisions on which the decision is based, 2) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and

other information relevant to the claim, 3) a statement of your right to bring a civil action under section 502(a) of ERISA, and 4) any other notice(s), statement(s) or information required by applicable law.

**The Plan Described in this Booklet
is Insured by the**

**Hartford Life and Accident Insurance Company
Simsbury, Connecticut
Member of The Hartford Insurance Group**