NOTICE

Benefits paid under the Accelerated Benefits provision will reduce the Death Benefit payable for life insurance.

Benefits payable under the Accelerated Benefits provision may be taxable. If so, the Employee or the Employee's beneficiary may incur a tax obligation. As with all tax matters, an Employee should consult with a personal tax advisor to assess the impact of this benefit. Accelerated Benefits are not payable if life insurance coverage under the Policy is not in force.

TL-004788

LIFE INSURANCE COMPANY OF NORTH AMERICA
1601 CHESTNUT STREET
PHILADELPHIA, PA 19192-2235
(800) 732-1603 TDD (800) 552-5744
A STOCK INSURANCE COMPANY

GROUP POLICY

POLICYHOLDER:	TRUSTEE OF THE GROUP INSURANCE TRUST FOR EMPLOYERS IN THE SERVICES INDUSTRY
SUBSCRIBER:	Vernon Public Schools
POLICY NUMBER:	FLX-964103
POLICY EFFECTIVE DATE:	July 1, 2011
POLICY ANNIVERSARY DATE:	July 1

This Policy describes the terms and conditions of coverage. It is issued in Delaware and shall be governed by its laws. The Policy goes into effect on the Policy Effective Date, 12:01 a.m. at the Policyholder's address.

In return for the required premium, the Insurance Company and the Policyholder have agreed to all the terms of this Policy.

Scott Kern, Corporate Secretary

Matthew G. Manders, President

TL-004700

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SCHEDULE OF BENEFITS

Premium Due Date: The last day of each month

Classes of Eligible Employees

On the pages following the definition of eligible employees there is a Schedule of Benefits for each Class of Eligible Employees listed below. For an explanation of these benefits, please see the Description of Benefits provision.

If an Employee is eligible under one Class of Eligible Employees and later becomes eligible under a different Class of Eligible Employees, changes in his or her insurance due to the class change will be effective on the first date you are in Active Service on or after the first of the month following the change in class.

Class 1	Retired Superintendents who retired on either June 30, 2001 or June 30, 2002.
Class 2	All active, Full-time Assistant Superintendents of the Employer regularly working a minimum of 20 hours per week.
Class 3	Retired Secretary to the Superintendent who retired on March 1, 1999.
Class 4	Retired Director of Business & Finance who retired on June 30, 1994.
Class 5	All active, Full-time Non Affiliated support personnel Employees of the Employer regularly working a minimum of 20 hours per week at 2x salary benefit.
Class 6	All active, Full-time Supervisor of the Employer regularly working a minimum of 20 hours per week.
Class 7	All active, Full-time Administrators of the Employer regularly working a minimum of 20 hours per week.
Class 8 :	All active, Full-time Teachers and Non Affiliated support personnel Employees of the Employer regularly working a minimum of 20 hours per week at $50,000 benefit.
Class 9	All active, Full-time Nurses of the Employer regularly working a minimum of 20 hours per week.
Class 10	All active, Full-time Librarians, Media Managers and Library Assistants of the Employer regularly working a minimum of 20 hours per week.
Class 11	All active, Full-time Paraprofessionals and Non Affiliated support personnel of the Employer regularly working a minimum of 20 hours per week at $10,000 benefit.
Class 12	All active, Full-time Cafeteria Workers of the Employer regularly working a minimum of 20 hours per week.
Class 13	All active, Full-time Secretaries, Custodians, Maintenance Workers and Non Affiliated support personnel of the Employer regularly working a minimum of 20 hours per week at $30,000 benefit.
Class 14	All retired Vernon Public Schools Administrators.

Class 15	All retired Vernon Public School Teachers who retired before July 1, 1994 at $20,000 benefit.
Class 16	All retired Vernon Public School Teachers who retired between July 1, 1994 and July 1, 1995 at $30,000 benefit.
Class 17	All retired Vernon Public School Teachers who retired between July 1, 1995 and July 1,1999 at $40,000 benefit.
Class 18	All retired Vernon Public School Cafeteria Bookkeepers.
Class 19	All retired Vernon Public School Secretaries, Custodians and Maintenance Workers
Class 20	All retired Vernon Public School Paraprofessionals and Security Guards.
Class 21	All retired Vernon Public School Librarians.
Class 22	All retired Vernon Public School Nurses.
Class 23	All retired Vernon Public School Supervisors.
Class 24	All active, Full-time Superintendent of the Employer regularly working a minimum of 20 hours per week.
Class 25	All active, Full-time Director of Business and Finance Employees of the Employer regularly working a minimum of 20 hours per week.
Class 26	All retired Vernon Public School Teachers who retired after July 1, 1999 at $50,000.
Class 27	Retired Superintendent who retired on June 30, 1992.
Class 28	Retired Secretary to the Superintendent who retired on September 13, 1991.
Class 29	Retired Director of Business & Finance who retired on December 31, 2007.

SCHEDULE OF BENEFITS FOR CLASS 1

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	$200,000
Guaranteed Issue Amount:	$200,000
Maximum Benefit:	$200,000

Continuation Options

For Leave of Absence	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 2

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	2 times Annual Compensation rounded to the next higher $1,000, if not already a multiple thereof.
Guaranteed Issue Amount:	the lesser of 2 times Annual Compensation or $300,000
Maximum Benefit:	the lesser of 2 times Annual Compensation or $300,000

Continuation Options

For Leave of Absence	
Maximum Benefit Period:	12 months
For Family Medical Leave	
Maximum Benefit Period:	12 weeks
For Disability for Employees over Age 60	
Maximum Benefit Period:	12 months
Applicable Coverages:	Life Insurance Benefits for the Employee
Extended Death Benefit with Waiver of Premium	
Extended Death Benefit	
Applicable Coverages	Basic Life Insurance Benefits for the Employee
Waiver of Premium	
Waiver Waiting Period	9 months from the date the Employee's Active Service ends
Maximum Benefit Period	To Age 65
Applicable Coverages	Basic Life Insurance Benefits for the Employee
Terminal Illness Benefit	50% of Basic Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of $50,000.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 3

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	$200,000
Guaranteed Issue Amount:	$200,000
Maximum Benefit:	$200,000
Age Based Reductions	Life Insurance Benefit for an Employee age 65 and over will reduce by the percentage below: 35% of the Life Insurance Benefit at age 65 35% of the Life Insurance Benefit at age 70 0% of the Life Insurance Benefit at age 75 Each succeeding percentage reduction will apply to the Life Insurance Benefit in force on the day before the Employee attains the age specified in the table above.
Continuation Options	
For Leave of Absence	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 4

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	$100,000
Guaranteed Issue Amount:	$100,000
Maximum Benefit:	$100,000
Continuation Options	
For Leave of Absence	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 5

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	2 times Annual Compensation rounded to the next higher $1,000, if not already a multiple thereof.
Guaranteed Issue Amount:	the lesser of 2 times Annual Compensation or $200,000
Maximum Benefit:	the lesser of 2 times Annual Compensation or $200,000
Voluntary Benefit	2 times Annual Compensation rounded to the next higher $1,000, if not already a multiple thereof.
Guaranteed Issue Amount:	the greater of a) or b) below: a) the lesser of 2 times Annual Compensation or $200,000, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	the lesser of 2 times Annual Compensation or $200,000

Continuation Options

For Leave of Absence	
Maximum Benefit Period:	12 months
For Family Medical Leave	
Maximum Benefit Period:	12 weeks
For Disability for Employees over Age 60	
Maximum Benefit Period:	12 months
Applicable Coverages:	Life Insurance Benefits for the Employee
Extended Death Benefit with Waiver of Premium	
Extended Death Benefit	
Applicable Coverages	Basic Life Insurance Benefits for the Employee
Waiver of Premium	
Waiver Waiting Period	9 months from the date the Employee's Active Service ends
Maximum Benefit Period	To Age 65
Applicable Coverages	Basic Life Insurance Benefits for the Employee

Terminal Illness Benefit	75% of Basic Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 6

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	2 times Annual Compensation rounded to the next higher $1,000, if not already a multiple thereof.
Guaranteed Issue Amount:	the lesser of 2 times Annual Compensation or $200,000
Maximum Benefit:	the lesser of 2 times Annual Compensation or $200,000

Continuation Options

For Leave of Absence

Maximum Benefit Period:	12 months

For Family Medical Leave

Maximum Benefit Period:	12 weeks

For Disability for Employees over Age 60

Maximum Benefit Period:	12 months
Applicable Coverages:	Life Insurance Benefits for the Employee

Extended Death Benefit with Waiver of Premium

Extended Death Benefit	
Applicable Coverages	Basic Life Insurance Benefits for the Employee
Waiver of Premium	
Waiver Waiting Period	9 months from the date the Employee's Active Service ends
Maximum Benefit Period	To Age 65
Applicable Coverages	Basic Life Insurance Benefits for the Employee

Terminal Illness Benefit	75% of Basic Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 7

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	2 times Annual Compensation rounded to the next higher $1,000, if not already a multiple thereof.
Guaranteed Issue Amount:	the lesser of 2 times Annual Compensation or $300,000
Maximum Benefit:	the lesser of 2 times Annual Compensation or $300,000
Voluntary Benefit	An amount elected in units of $10,000
Guaranteed Issue Amount:	the greater of a) or b) below: a) $100,000, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	$500,000
Continuation Options	
For Leave of Absence	
Maximum Benefit Period:	12 months
For Family Medical Leave	
Maximum Benefit Period:	12 weeks
For Disability for Employees over Age 60	
Maximum Benefit Period:	12 months
Applicable Coverages:	Life Insurance Benefits for the Employee
Extended Death Benefit with Waiver of Premium	
Extended Death Benefit	
Applicable Coverages	Life Insurance Benefits for the Employee
Waiver of Premium	
Waiver Waiting Period	9 months from the date the Employee's Active Service ends
Maximum Benefit Period	To Age 65
Applicable Coverages	Life Insurance Benefits for the Employee
Terminal Illness Benefit	75% of Voluntary Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of $500,000.

Increases and Decreases in Coverage

An eligible Employee may enroll for or increase his or her Voluntary Term Life Insurance Benefits, at any time, only if he or she satisfies the Insurability Requirement. Any amount the Insurance Company approves is effective on the date the Insurance Company agrees in writing to insure the Employee.

An Employee may reduce Insurance Benefits at any time. The reduced amount will be effective on the date the Insurance Company receives the completed change form.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 8

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	$50,000
Guaranteed Issue Amount:	$50,000
Maximum Benefit:	$50,000
Voluntary Benefit	An amount elected in units of $10,000
Guaranteed Issue Amount:	the greater of a) or b) below: a) $100,000, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	$500,000

Voluntary Benefit option is offered only to eligible Employees classified as Teachers by the Employer

Continuation Options

For Leave of Absence	
Maximum Benefit Period:	12 months
For Family Medical Leave	
Maximum Benefit Period:	12 weeks
For Disability for Employees over Age 60	
Maximum Benefit Period:	12 months
Applicable Coverages:	Life Insurance Benefits for the Employee
Extended Death Benefit with Waiver of Premium	
Extended Death Benefit	
Applicable Coverages	Life Insurance Benefits for the Employee
Waiver of Premium	
Waiver Waiting Period	9 months from the date the Employee's Active Service ends
Maximum Benefit Period	To Age 65
Applicable Coverages	Life Insurance Benefits for the Employee
Terminal Illness Benefit	75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of $500,000.
Portability Options	
For Employees	Benefits terminate upon retirement.

Increases and Decreases in Coverage

An eligible Employee may enroll for or increase his or her Voluntary Term Life Insurance Benefits, at any time, only if he or she satisfies the Insurability Requirement. Any amount the Insurance Company approves is effective on the date the Insurance Company agrees in writing to insure the Employee.

An Employee may reduce Insurance Benefits at any time. The reduced amount will be effective on the date the Insurance Company receives the completed change form.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 9

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	$50,000
Guaranteed Issue Amount:	$50,000
Maximum Benefit:	$50,000
Voluntary Benefit	An amount elected in units of $10,000
Guaranteed Issue Amount:	the greater of a) or b) below: a) $75,000, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	$75,000
Continuation Options	
For Leave of Absence	
Maximum Benefit Period:	12 months
For Family Medical Leave	
Maximum Benefit Period:	12 weeks
For Disability for Employees over Age 60	
Maximum Benefit Period:	12 months
Applicable Coverages:	Life Insurance Benefits for the Employee
Extended Death Benefit with Waiver of Premium	
Extended Death Benefit	
Applicable Coverages	Life Insurance Benefits for the Employee
Waiver of Premium	
Waiver Waiting Period	9 months from the date the Employee's Active Service ends
Maximum Benefit Period	To Age 65
Applicable Coverages	Life Insurance Benefits for the Employee
Terminal Illness Benefit	75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of $93,750.
Portability Options	
For Employees	Benefits terminate upon retirement.

Increases and Decreases in Coverage

An eligible Employee may enroll for or increase his or her Voluntary Term Life Insurance Benefits, at any time, only if he or she satisfies the Insurability Requirement. Any amount the Insurance Company approves is effective on the date the Insurance Company agrees in writing to insure the Employee.

An Employee may reduce Insurance Benefits at any time. The reduced amount will be effective on the date the Insurance Company receives the completed change form.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 10

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	$30,000
Guaranteed Issue Amount:	$30,000
Maximum Benefit:	$30,000

Continuation Options

For Leave of Absence	
Maximum Benefit Period:	12 months
For Family Medical Leave	
Maximum Benefit Period:	12 weeks
For Disability for Employees over Age 60	
Maximum Benefit Period:	12 months
Applicable Coverages:	Life Insurance Benefits for the Employee
Extended Death Benefit with Waiver of Premium	
Extended Death Benefit	
Applicable Coverages	Basic Life Insurance Benefits for the Employee
Waiver of Premium	
Waiver Waiting Period	9 months from the date the Employee's Active Service ends
Maximum Benefit Period	To Age 65
Applicable Coverages	Basic Life Insurance Benefits for the Employee
Terminal Illness Benefit	75% of Basic Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of $22,500.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 11

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	Upon completion of 60 probationary days.
For Employees hired after the Policy Effective Date:	Upon completion of 60 probationary days.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	$10,000
Guaranteed Issue Amount:	$10,000
Maximum Benefit:	$10,000
Voluntary Benefit	An amount elected in units of $10,000
Guaranteed Issue Amount:	the greater of a) or b) below: a) $100,000, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	$500,000

Voluntary Benefit option is offered only to eligible Employees classified as Paraprofessionals by the Employer

Continuation Options

For Leave of Absence	
Maximum Benefit Period:	12 months
For Family Medical Leave	
Maximum Benefit Period:	12 weeks
For Disability for Employees over Age 60	
Maximum Benefit Period:	12 months
Applicable Coverages:	Life Insurance Benefits for the Employee
Extended Death Benefit with Waiver of Premium	
Extended Death Benefit	
Applicable Coverages	Life Insurance Benefits for the Employee
Waiver of Premium	
Waiver Waiting Period	9 months from the date the Employee's Active Service ends
Maximum Benefit Period	To Age 65
Applicable Coverages	Life Insurance Benefits for the Employee
Terminal Illness Benefit	75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of $500,000.

Portability Options

For Employees	Benefits terminate upon retirement.

Increases and Decreases in Coverage

An eligible Employee may enroll for or increase his or her Voluntary Term Life Insurance Benefits, at any time, only if he or she satisfies the Insurability Requirement. Any amount the Insurance Company approves is effective on the date the Insurance Company agrees in writing to insure the Employee.

An Employee may reduce Insurance Benefits at any time. The reduced amount will be effective on the date the Insurance Company receives the completed change form.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 12

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	$5,000
Guaranteed Issue Amount:	$5,000
Maximum Benefit:	$5,000
Continuation Options	
For Leave of Absence	
Maximum Benefit Period:	12 months
For Family Medical Leave	
Maximum Benefit Period:	12 weeks
For Disability for Employees over Age 60	
Maximum Benefit Period:	12 months
Applicable Coverages:	Life Insurance Benefits for the Employee
Extended Death Benefit with Waiver of Premium	
Extended Death Benefit	
Applicable Coverages	Basic Life Insurance Benefits for the Employee
Waiver of Premium	
Waiver Waiting Period	9 months from the date the Employee's Active Service ends
Maximum Benefit Period	To Age 65
Applicable Coverages	Basic Life Insurance Benefits for the Employee
Terminal Illness Benefit	75% of Basic Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of $3,750.
Portability Options	
For Employees	Benefits terminate upon retirement.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 13

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	$30,000
Guaranteed Issue Amount:	$30,000
Maximum Benefit:	$30,000
Voluntary Benefit	An amount elected in units of $10,000
Guaranteed Issue Amount:	the greater of a) or b) below: a) $100,000, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	$500,000

Voluntary Benefit option is not offered to Class 13 Employees as of July 1, 2011

Continuation Options

For Leave of Absence	
Maximum Benefit Period:	12 months
For Family Medical Leave	
Maximum Benefit Period:	12 weeks
For Disability for Employees over Age 60	
Maximum Benefit Period:	12 months
Applicable Coverages:	Life Insurance Benefits for the Employee
Extended Death Benefit with Waiver of Premium	
Extended Death Benefit	
Applicable Coverages	Life Insurance Benefits for the Employee
Waiver of Premium	
Waiver Waiting Period	9 months from the date the Employee's Active Service ends
Maximum Benefit Period	To Age 65
Applicable Coverages	Life Insurance Benefits for the Employee
Terminal Illness Benefit	75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of $500,000.

Portability Options

For Employees	Benefits terminate upon retirement.

Increases and Decreases in Coverage

An eligible Employee may enroll for or increase his or her Voluntary Term Life Insurance Benefits, at any time, only if he or she satisfies the Insurability Requirement. Any amount the Insurance Company approves is effective on the date the Insurance Company agrees in writing to insure the Employee.

An Employee may reduce Insurance Benefits at any time. The reduced amount will be effective on the date the Insurance Company receives the completed change form.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 14

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	$200,000
Guaranteed Issue Amount:	$200,000
Maximum Benefit:	$200,000
Age Based Reductions	Life Insurance Benefit for an Employee age 65 and over will reduce by the percentage below: 35% of the Life Insurance Benefit at age 65 35% of the Life Insurance Benefit at age 70 0% of the Life Insurance Benefit at age 75 Each succeeding percentage reduction will apply to the Life Insurance Benefit in force on the day before the Employee attains the age specified in the table above.
Continuation Options	
For Leave of Absence	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 15

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	$20,000
Guaranteed Issue Amount:	$20,000
Maximum Benefit:	$20,000

Continuation Options

For Leave of Absence	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 16

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	$30,000
Guaranteed Issue Amount:	$30,000
Maximum Benefit:	$30,000

Continuation Options

For Leave of Absence	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 17

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	$40,000
Guaranteed Issue Amount:	$40,000
Maximum Benefit:	$40,000

Continuation Options

For Leave of Absence	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 18

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	$5,000
Guaranteed Issue Amount:	$5,000
Maximum Benefit:	$5,000

Continuation Options

For Leave of Absence	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 19

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	$30,000
Guaranteed Issue Amount:	$30,000
Maximum Benefit:	$30,000
Age Based Reduction	Life Insurance Benefit for an Employee age 70 and over will reduce to: $7,500 at age 70 $2,500 at age 75
Continuation Options	
For Leave of Absence	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 20

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	$10,000
Guaranteed Issue Amount:	$10,000
Maximum Benefit:	$10,000

Continuation Options

For Leave of Absence	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 21

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	$30,000
Guaranteed Issue Amount:	$30,000
Maximum Benefit:	$30,000
Age Based Reduction	Life Insurance Benefit for an Employee age 70 and over will reduce to: $7,500 at age 70 $2,500 at age 75
Continuation Options	
For Leave of Absence	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 22

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	$50,000
Guaranteed Issue Amount:	$50,000
Maximum Benefit:	$50,000

Continuation Options

For Leave of Absence	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 23

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	2 times Annual Compensation rounded to the next higher $1,000, if not already a multiple thereof.
Guaranteed Issue Amount:	the lesser of 2 times Annual Compensation or $200,000
Maximum Benefit:	the lesser of 2 times Annual Compensation or $200,000
Age Based Reduction	Life Insurance Benefit for an Employee age 75 and over will reduce to: $2,500 at age 75
Continuation Options	
For Leave of Absence	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 24

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	2 times Annual Compensation rounded to the next higher $1,000, if not already a multiple thereof.
Guaranteed Issue Amount:	the lesser of 2 times Annual Compensation or $400,000
Maximum Benefit:	the lesser of 2 times Annual Compensation or $400,000

Continuation Options

For Leave of Absence	
Maximum Benefit Period:	12 months
For Family Medical Leave	
Maximum Benefit Period:	12 weeks
For Disability for Employees over Age 60	
Maximum Benefit Period:	12 months
Applicable Coverages:	Life Insurance Benefits for the Employee
Extended Death Benefit with Waiver of Premium	
Extended Death Benefit	
Applicable Coverages	Basic Life Insurance Benefits for the Employee
Waiver of Premium	
Waiver Waiting Period	9 months from the date the Employee's Active Service ends
Maximum Benefit Period	To Age 65
Applicable Coverages	Basic Life Insurance Benefits for the Employee

Terminal Illness Benefit	75% of Basic Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 25

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	2 times Annual Compensation rounded to the next higher $1,000, if not already a multiple thereof.
Guaranteed Issue Amount:	the lesser of 2 times Annual Compensation or $300,000
Maximum Benefit:	the lesser of 2 times Annual Compensation or $300,000

Continuation Options

For Leave of Absence	
Maximum Benefit Period:	12 months
For Family Medical Leave	
Maximum Benefit Period:	12 weeks
For Disability for Employees over Age 60	
Maximum Benefit Period:	12 months
Applicable Coverages:	Life Insurance Benefits for the Employee
Extended Death Benefit with Waiver of Premium	
Extended Death Benefit	
Applicable Coverages	Basic Life Insurance Benefits for the Employee
Waiver of Premium	
Waiver Waiting Period	9 months from the date the Employee's Active Service ends
Maximum Benefit Period	To Age 65
Applicable Coverages	Basic Life Insurance Benefits for the Employee

Terminal Illness Benefit	75% of Basic Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 26

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	$50,000
Guaranteed Issue Amount:	$50,000
Maximum Benefit:	$50,000

Continuation Options

For Leave of Absence	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 27

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	$75,000
Guaranteed Issue Amount:	$75,000
Maximum Benefit:	$75,000

Continuation Options

For Leave of Absence	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 28

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	$30,000
Guaranteed Issue Amount:	$30,000
Maximum Benefit:	$30,000
Age Based Reduction	Life Insurance Benefit for an Employee age 70 and over will reduce to: $7,500 at age 70 $2,500 at age 75
Continuation Options	
For Leave of Absence	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

SCHEDULE OF BENEFITS FOR CLASS 29

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period.
For Employees hired after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	2 times Annual Compensation rounded to the next higher $1,000, if not already a multiple thereof.
Guaranteed Issue Amount:	the lesser of 2 times Annual Compensation or $300,000
Maximum Benefit:	the lesser of 2 times Annual Compensation or $300,000
Age Based Reduction	Life Insurance Benefit for an Employee age 65 and over will reduce by the percentage below: 35% of the Life Insurance Benefit at age 65 35% of the Life Insurance Benefit at age 70 0% of the Life Insurance Benefit at age 75 Each succeeding percentage reduction will apply to the Life Insurance Benefit in force on the day before the Employee attains the age specified in the table above.
Continuation Options	
For Leave of Absence	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Former Employee Benefits

This option does not apply to this class of Employee.

TL-004774

ELIGIBILITY FOR INSURANCE

Classes of Eligible Persons
A person may be insured only once under the Basic Life portion of the Policy even though he or she may be eligible under more than one class. A person may also be insured only once under the Voluntary Life portion of the Policy as an Employee, even though he or she may be eligible under more than one class.

Employee
An Employee in Class 11 of Eligible Employees shown in the Schedule of Benefits is eligible to be insured on the Policy Effective Date or the day after he or she completes the applicable Eligibility Waiting Period, if later. The Eligibility Waiting Period will not apply to an Employee, in Active Service on the Policy Effective Date, who was covered under the Prior Plan and satisfied the Eligibility Waiting Period, if any, of that plan. Credit will be given for any time that was satisfied.

If a person has previously converted his or her insurance under the Policy, he or she will not become eligible until the converted policy is surrendered. This does not apply to any amount of insurance that was previously converted under the Policy due to a reduction in the Employee's Life Insurance Benefits based on age or a change in class unless those conditions no longer affect the amount of coverage available to the Employee.

Except as noted in the Reinstatement Provision, if an Employee terminates coverage and later wishes to reapply, or if a former Employee is rehired, a new Eligibility Waiting Period must be satisfied. An Employee is not required to satisfy a new Eligibility Waiting Period if insurance ends because he or she is no longer in a Class of Eligible Employees, but continues to be employed by the Employer, and within one year becomes a member of an eligible class.

TL-004710

ENROLLING FOR INSURANCE

Initial Open Enrollment
During the Initial Open Enrollment Period, an Employee who was insured, or who was eligible to be insured, under the Prior Plan may become insured under the Voluntary Life Insurance Plan provided by this Policy for a Benefit up to this Policy's Guaranteed Issue Amount, as shown in the Schedule of Benefits, without satisfying any Insurability Requirement. Any Employee who is not actively at work, due to Injury or Sickness, on the date his or her coverage would otherwise become effective under this Policy, may not become insured under this Policy until he or she returns to Active Service.

An Employee may become insured for an amount in excess of the Guaranteed Issue Amount only if he or she satisfies the Insurability Requirement. Any excess amount will be effective on the date the Insurance Company agrees in writing to insure the Employee.

EFFECTIVE DATE OF INSURANCE

An Employee will be insured for an amount not to exceed the Guaranteed Issue Amount on the date he or she becomes eligible, if the Employee is not required to contribute to the cost of this insurance.

An Employee will be insured for an amount that exceeds the Guaranteed Issue Amount on the date the Insurance Company agrees in writing to insure that eligible person. The Insurance Company will require the eligible person to satisfy the Insurability Requirement before it agrees to insure him or her.

An Employee who is required to contribute to the cost of this insurance may elect insurance for himself or herself only by authorizing payroll deduction in a form approved by the Employer and the Insurance Company. The effective date of this insurance depends on the date and amount of insurance elected.

If an individual elects coverage within 31 days after becoming eligible to enroll, or for any increases, the Guaranteed Issue Amount will be effective on the latest of the following dates:

1. The Policy Effective Date.
2. The date payroll deduction is authorized for this insurance.
3. The date the Employer or Insurance Company receives the completed enrollment form.

If Employee coverage is elected in an amount that exceeds the Guaranteed Issue Amount or an enrollment form is received more than 31 days after becoming eligible to elect coverage, this insurance will be effective on the date the Insurance Company agrees in writing to insure that eligible person. The Insurance Company will require the eligible person to satisfy the Insurability Requirement before it agrees to insure him or her.

If an eligible Employee is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to Active Service.

If an eligible Retired Employee is:

1. an inpatient in a hospital, hospice, rehabilitation or convalescence center, or custodial care facility; or
2. confined to his or her home under the care of a Physician

on the date insurance would otherwise be effective, it will be effective on the date he or she is no longer an inpatient in these facilities or confined at home. If such Retired Employee was covered by the Prior Plan immediately prior to the Policy Effective Date, this provision will not apply to the amount of coverage in effect as of the Policy Effective Date, but will apply to any increase in coverage.

TL-004712

Takeover Provision

Special Terms Applicable to Previously Insured Employees Not in Active Service

Employees not in Active Service on the Policy Effective Date are not covered under the Policy. However, the Insurance Company agrees to provide a death benefit equal to the lesser of:

1. the amount due under this Policy (without regard to the Active Service provision), or
2. the amount that would have been due under the Prior Plan had it remained in force.

The benefit amount will be reduced by any amount paid by the Prior Plan, or that would have been paid had this Policy not been issued and had timely filing of the claim been made under the Prior Plan.

These special terms will end on the earliest of the following dates:

1. the date the Employee meets the Active Service requirements;
2. the date insurance terminates for one of the reasons stated in the Termination of Insurance provision;
3. 12 months after the Policy Effective Date; or
4. the last day the Employee would have been covered under the Prior Plan if that plan was still in force.

TL-009020

TERMINATION OF INSURANCE

An Insured's coverage will end on the earliest of the following dates:

1. the date the Employee is eligible for coverage under a plan intended to replace this coverage;
2. the date the Policy is terminated by the Insurance Company;
3. the date the Insured is no longer in an eligible class;
4. the date coinciding with the end of the last period for which premiums are paid;
5. the date an Employee is no longer in Active Service and chooses not to continue life insurance coverage as a retiree; and
6. for an Employee, the date the Employer cancels participation under the Policy.

TL-004714

CONTINUATION OF INSURANCE

If an Employee is no longer in Active Service, he or she may be eligible to continue insurance. The following provisions explain the continuation options available under the Policy. Please see the Schedule of Benefits to determine the applicability of these benefits on a class level.

Continuation for Temporary Leave of Absence or Family Medical Leave
If an Employee's Active Service ends due to an Employer approved unpaid leave of absence or family medical leave of absence, insurance will continue for up to the Maximum Benefit Period shown in the Schedule of Benefits, if the required premium is paid.

Continuation for Disability for Employees over Age 60
If an Employee becomes Disabled and is age 60 or over, the Life Insurance Benefits shown in the Schedule of Benefits will be continued, provided premiums are paid, until the earlier of the following dates:

1. The date the Employee is no longer Disabled.
2. The date following the Maximum Benefit Period shown in the Schedule of Benefits.
3. The date coinciding with the end of the last period for which premiums are paid.
4. The date the Policy is terminated by the Insurance Company.

Amount of Insurance
If an Employee dies while he or she is Disabled and coverage is continued under this provision, the Insurance Company will pay a Death Benefit equal to the amount in effect on the date the Employee became Disabled. However, the Life Insurance Benefit will be subject to the provisions of the Policy that reduce the coverage amount because of age, retirement, payment of an Accelerated Benefit or a change in class. Automatic increases in Life Insurance Benefits will end while coverage is continued under this provision. The Insurance Company will pay benefits only if due proof of the Employee's continuous Disability is received within one year of the date of the loss.

"Disability"/"Disabled" means because of Injury or Sickness the Employee is unable to perform all the material duties of his or her Regular Occupation; or is receiving disability benefits under the Employer's plan.

"Regular Occupation" means the occupation the Employee routinely performs at the time the Disability begins. The Insurance Company will consider the duties of the occupation as it is normally performed in the general labor market in the national economy.

Extended Death Benefit with Waiver of Premium
Extended Death Benefit
If an Employee becomes Disabled and is less than age 60, the Life Insurance Benefits shown in the Schedule of Benefits will be extended without premium payment until the earlier of the following dates:

1. The date the Employee is no longer Disabled.
2. The date the Employee fails to qualify for Waiver of Premium or fails to provide proof of Disability as indicated under *Waiver of Premium*.

Amount of Insurance
If an Employee dies while he or she is Disabled and coverage is extended under this provision, the Insurance Company will pay a Death Benefit equal to the amount in effect on the date the Employee became Disabled. However, the Life Insurance Benefit will be subject to the provisions of the Policy that reduce the coverage amount because of age, retirement, payment of an Accelerated Benefit or a change in class. Automatic increases in Life Insurance Benefits will end while premiums are waived. The Insurance Company will pay benefits only if due proof of the Employee's continuous Disability is received within one year of the date of the loss.

"Disability"/"Disabled" means because of Injury or Sickness the Employee is unable to perform all the material duties of his or her Regular Occupation; or is receiving disability benefits under the Employer's plan.

"Regular Occupation" means the occupation the Employee routinely performs at the time the Disability begins. The Insurance Company will consider the duties of the occupation as it is normally performed in the general labor market in the national economy.

Waiver of Premium

If the Employee submits satisfactory proof that he or she has been continuously Disabled for the Waiver Waiting Period shown in the Schedule of Benefits, coverage will be extended up to the Maximum Benefit Period shown in the Schedule of Benefits.

Such proof must be submitted to the Insurance Company no later than 3 months after the date the Waiver Waiting Period ends. Premiums will be waived from the date the Insurance Company agrees in writing to waive premiums for that Employee.

After premiums have been waived for 12 months, they will be waived for future periods of 12 months, if the Employee remains Disabled and submits satisfactory proof that Disability continues. Satisfactory proof must be submitted to the Insurance Company 3 months before the end of the 12-month period.

Amount of Insurance

If an Employee dies while he or she is Disabled and coverage is continued under this provision, the Insurance Company will pay a Death Benefit equal to the amount in effect on the date the Employee became Disabled. However, the Life Insurance Benefit will be subject to the provisions of the Policy that reduce the coverage amount because of age, retirement, payment of an Accelerated Benefit or a change in class. Automatic increases in Life Insurance Benefits will end while premiums are waived. The Insurance Company will pay benefits only if due proof of the Employee's continuous Disability is received within one year of the date of the loss.

Termination of Waiver

Insurance will end for any Employee whose premiums are waived on the earliest of the following dates.

1. The date he or she is no longer Disabled.
2. The date he or she refuses to submit to any physical examination required by the Insurance Company.
3. The last day of the 12-month period of Disability during which he or she fails to submit satisfactory proof of continued Disability.
4. The date following the end of the Maximum Benefit Period shown in the Schedule of Benefits.

"Disability"/"Disabled" means because of Injury or Sickness an Employee is unable to perform all the material duties of any occupation which he or she may reasonably become qualified based on education, training or experience.

TL-009745

Portability Options
For Employees

If an Employee's coverage under the Policy ends prior to age 70, for any of the following reasons:
a. termination of employment; or
b. termination of membership in an eligible class under the Policy;
Life Insurance Benefits may be continued up to the Maximum Benefit shown in the Schedule of Benefits for this option.

The Employee must apply to the Insurance Company and pay the required premium. The application must be submitted:
a. within 31 days of the Employee's termination of employment or membership in an eligible class under the Policy; or
b. during the time that the Employee has to exercise the Conversion Privilege.
Coverage under this option may not be elected at a later date.

When applying for this option, the Employee must name a beneficiary. Any beneficiary named previously under the Policy is no longer in effect. If there is no named or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives:
a. spouse;
b. child or children;
c. mother or father;
d. brothers or sisters; or
e. the executors or administrators of the Insured's estate.

When coverage is continued under this option, the Employee becomes a Former Employee.

Coverage will end on the earliest of the following dates.
a. The date the Insurance Company cancels coverage for all Former Employees.
b. The end of the period for which premiums are paid.
c. The date an Insured reaches age 70.
d. The date the Maximum Benefit Period shown in the Schedule of Benefits for this option ends.

TL-004716 as modified by TL-009330

DESCRIPTION OF BENEFITS

The following provisions explain the benefits available under the Policy. Please see the Schedule of Benefits for the applicability of these benefits on a class level.

LIFE INSURANCE BENEFITS

Death Benefit
If an Insured dies, the Insurance Company will pay the Life Insurance Benefit in force for that Insured on the date of his or her death.

TL-004730

Accelerated Benefits
Any benefits payable under this Accelerated Benefits provision will reduce the Death Benefit payable for Life Insurance. Any automatic increases in Life Insurance Benefits will end when benefits are payable under this provision.

Terminal Illness Benefit
The Insurance Company will pay a Terminal Illness Benefit to an Insured who has been determined by the Insurance Company to be Terminally Ill.

The Terminal Illness Benefit is payable only once in an Insured's lifetime.

Determination of Terminal Illness

For the purpose of determining the existence of a Terminal Illness, the Insurance Company will require the Insured submit the following proof.
1. A written diagnosis and prognosis by two Physicians licensed to practice in the United States.
2. Supportive evidence satisfactory to the Insurance Company, including but not limited to radiological, histological or laboratory reports documenting the Terminal Illness.

The Insurance Company may require, at its expense, an examination of the Insured and a review of the documented evidence by a Physician of its choice.

"Terminal Illness" means a person has a prognosis of 12 months or less to live, as diagnosed by a Physician.

TL-004748

Conversion Privilege for Life Insurance
Each Insured may convert all or any portion of his or her Life Insurance that would end under the Policy due to:
1. termination of employment;
2. termination of membership in an eligible class under the Policy;
3. termination of the Policy.

The Insured may apply for any type of life insurance the Insurance Company offers to persons of the same age in the amount applied for, except the Insured may not:
1. choose term insurance;
2. apply for an amount of insurance greater than the coverage amount terminating under the Policy (also, the conversion policy will not provide accident, disability or other benefits); or
3. apply for more than $10,000 of insurance if the Policy is terminated or amended to terminate the insurance for any class of Insureds, or the Employer cancels participation under the Policy. Conversion in these cases is only permitted if the Insured has been covered by the Policy or, any group life insurance policy issued to the Employer which the Policy replaced, for at least 3 years.

If the Insured becomes eligible for coverage under any group life policy within 31 days of termination of coverage under this Policy, the Insured may not convert an amount of insurance greater than the amount of coverage terminating under the Policy less the amount for which he or she may be covered under the other policy.

To apply for conversion insurance, the Insured must, within 31 days after coverage under the Policy ends:
1. submit an application to the Insurance Company; and
2. pay the required premium.

Evidence of insurability is not required.

Premium for the conversion insurance will be based on the age and class of risk of the Insured and the type and amount of coverage issued.

If the Insured has assigned ownership of his group coverage, the owner/assignee must apply for the individual policy.

Conversion insurance will become effective on the 31st day after the date coverage under the Policy ends provided the application is received by the Insurance Company and the required premium has been paid.

If the Insured dies during the 31-day conversion period, the Life Insurance benefits will be paid under the Policy regardless of whether he or she applied for conversion insurance. If a conversion policy is issued, it will be in exchange for any further benefits for that type and amount of insurance from this Policy.

Extension of Conversion Period
If an Insured is eligible for conversion insurance and is not notified of this right at least 15 days prior to the end of the 31-day conversion period, the conversion period will be extended. The Insured will have 15 days from the date notice is given to apply for conversion insurance. In no event will the conversion period be extended beyond 90 days. Notice, for the purpose of this section, means written notice presented to the Insured by the Employer or mailed to the Insured's last known address as reported by the Employer.

If the Insured dies during the extended conversion period, but more than 31 days after his or her coverage under the Policy terminates, Life Insurance benefits:

1. will not be paid under the Policy; and
2. will be payable under the conversion insurance; provided:
    a. the Insured's application for conversion insurance has been received by the Insurance Company; and
    b. the required premium has been paid.

Prior Conversion Limitation
If an Insured is covered under a life insurance conversion policy previously issued by the Insurance Company, he or she will not be eligible for this Conversion Privilege unless the prior coverage has ended.

TL-009740

LIFE INSURANCE EXCLUSIONS

If an Insured commits suicide, while sane or insane, within 2 years from the date his or her insurance under the Policy becomes effective, Voluntary Life Insurance Benefits will be limited to a refund of the premiums paid on the Insured's behalf. The suicide exclusion applies from the effective date of any additional benefits or increases in Life Insurance Benefits.

Except for any amount of benefits in excess of the Prior Plan's benefits, this exclusion will not apply to any person covered under the Prior Plan for more than two years. If a person was not insured for two years under the Prior Plan, credit will be given for the time he or she was insured.

TL-004752

CLAIM PROVISIONS

Notice of Claim
Written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible. Notice can be given at our home office in Philadelphia, Pennsylvania or to our agent. Notice should include the Employer's Name, the Policy Number and the claimant's name and address.

Written notice or any other electronic/telephonic means authorized by the Insurance Company of a diagnosis of a Terminal Illness on which claim is based must be given to us within 60 days after the diagnosis. If notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice or any other electronic/telephonic means authorized by the Insurance Company was given as soon as reasonably possible.

Claim Forms
When the Insurance Company receives notice of claim, the Insurance Company will send claim forms for filing proof of loss. If claim forms are not sent within 15 days after notice is received by the Insurance Company, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, of the nature and extent of the loss.

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

Insurance Data
The Employer is required to cooperate with the Insurance Company in the review of claims and applications for coverage. Any information the Insurance Company provides in these areas is confidential and may not be used or released by the Employer if not permitted by applicable privacy laws.

Proof of Loss
Written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 90 days after the date of the loss for which a claim is made. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is not given in that 90 day period, the claim will not be invalidated nor reduced if it is shown that it was given as soon as was reasonably possible. In any case, written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given not more than one year after that 90 day period. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is provided outside of these time limits, the claim will be denied. These time limits will not apply while the person making the claim lacks legal capacity.

Written proof, or any other electronic/telephonic means authorized by the Insurance Company, of loss for Accelerated Benefits must be furnished 90 days after the date of diagnosis. This proof must describe the occurrence, character and diagnosis for which claim is made.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If it is not reasonably possible to submit proof of loss within these time periods, the Insurance Company will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

Time of Payment
Benefits due under the Policy for a loss, other than a loss for which the Policy provides installment payments, will be paid immediately upon receipt of due written proof of such loss.

Subject to the receipt of satisfactory written proof of loss, all accrued benefits for loss for which the Policy provides installments will be paid monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof, unless otherwise stated in the Description of Benefits.

To Whom Payable
Death Benefits will be paid to the Insured's named beneficiary, if any, on file at the time of payment. If there is no named beneficiary or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives: spouse; child or children; mother or father; brothers or sisters; or to the executors or administrators of the Insured's estate. The Insurance Company may reduce the amount payable by any indebtedness due.

All benefits payable under the Accelerated Benefits section are payable to the Insured, if living. If the Insured dies prior to the payment of an eligible claim for an Accelerated Benefit, benefits will be paid in accordance with the provisions applicable to the payment of Life Insurance proceeds, unless the Insured has directed us otherwise in writing. However, any payment made by us prior to notice of the Insured's death shall discharge us of any benefit that was paid.

All other benefits, unless otherwise stated in the Policy, will be payable to the Insured or the certificate owner if other than the Insured.

Any other accrued benefits which are unpaid at the Insured's death may, at the Insurance Company's option, be paid either to the Insured's beneficiary or to the executor or administrator of the Insured's estate.

If the Insurance Company pays benefits to the executor or administrator of the Insured's estate or to a person who is incapable of giving a valid release, the Insurance Company may pay up to $1,000 to a relative by blood or marriage whom it believes is equitably entitled. This good faith payment satisfies the Insurance Company's legal duty to the extent of that payment.

Change of Beneficiary
The Insured may change the beneficiary at any time by giving written notice to the Employer or the Insurance Company. The beneficiary's consent is not required for this or any other change which the Insured may make unless the designation of beneficiary is irrevocable.

No change in beneficiary will take effect until the form is received by the Employer or the Insurance Company. When this form is received, it will take effect as of the date of the form. If the Insured dies before the form is received, the Insurance Company will not be liable for any payment that was made before receipt of the form.

Physical Examination and Autopsy
The Insurance Company, at its expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably require. The Insurance Company may, at its expense, require an autopsy unless prohibited by law.

Legal Actions
No action at law or in equity may be brought to recover benefits under the Policy less than 60 days after written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, has been furnished as required by the Policy. No such action shall be brought more than 3 years after the time satisfactory proof of loss is required to be furnished.

Time Limitations
If any time limit stated in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity, is less than that permitted by the law of the state in which the Employee lives when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.

Physician/Patient Relationship
The Insured will have the right to choose any Physician who is practicing legally. The Insurance Company will in no way disturb the Physician/patient relationship.

TL-004724

ADMINISTRATIVE PROVISIONS

Premiums
The premiums for this Policy will be based on the rates currently in force, the plan and the amount of insurance in effect.

If the Insured's coverage amount is reduced due to acceleration of his or her Death Benefit, his or her premium will be based on the amount of coverage he or she has in force on the day before the reduction took place. If the Insured's coverage amount is reduced due to his or her attained age, premium will be based on the amount of coverage in force on the day after the reduction took place.

Changes in Premium Rates
The premium rates may be changed by the Insurance Company from time to time with at least 31 days advance written notice. No change in rates will be made until 24 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, the Insurance Company reserves the right to change the rates even during a period for which the rate is guaranteed if any of the following events take place.

1. The terms of the Policy change.
2. A division, subsidiary, affiliated company or eligible class is added or deleted from the Policy.
3. There is a change in the factors bearing on the risk assumed.
4. Any federal or state law or regulation is amended to the extent it affects the Insurance Company's benefit obligation.
5. The Insurance Company determines that the Employer has failed to promptly furnish any necessary information requested by the Insurance Company, or has failed to perform any other obligations in relation to the Policy.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

Reporting Requirements
The Employer must, upon request, give the Insurance Company any information required to determine who is insured, the amount of insurance in force and any other information needed to administer the plan of insurance.

Payment of Premium
The first premium is due on the Policy Effective Date. After that, premiums will be due monthly unless the Employer and the Insurance Company agree on some other method of premium payment.

If any premium is not paid when due, the plan will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

Notice of Cancellation
The Employer or the Insurance Company may cancel the Policy as of any Premium Due Date by giving 31 days advance written notice. If a premium is not paid when due, the Policy will automatically be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

Policy Grace Period
A Policy Grace Period of 31 days will be granted for the payment of the required premiums under this Policy. This Policy will be in force during the Policy Grace Period. The Employer is liable to the Insurance Company for any unpaid premium for the time this Policy was in force.

Grace Period for the Insured
If the required premium is not paid on the Premium Due Date, there is a 31 day grace period after each premium due date after the first. If the required premium is not paid during the grace period, insurance will end on the last day for which premium was paid.

If benefits are paid during the Grace Period for the Insured, the Insurance Company will deduct any overdue premium from the proceeds payable under the Policy.

Reinstatement of Insurance
Coverage may be reinstated without satisfying the Insurability Requirement, if an Employee's insurance ends because he or she is on an unpaid leave of absence and he or she applies for Reinstatement within 31 days of his return to Active Service.

After an Insured's coverage has ceased, it may be reinstated at any date prior to five years after the date of termination if the following conditions are met:

1. The Policy is still in force.
2. The Insured is eligible under the Policy.
3. A written request for reinstatement and a new enrollment form are sent to the Insurance Company.
4. The required premium is paid.
5. The Insurability Requirement, if any, is satisfied.

TL-004720

SCHEDULE OF RATES

The following monthly rates apply to all Classes of Eligible Persons unless otherwise indicated.

FOR EMPLOYEE BENEFITS

Basic Life Insurance $.245 Per $1,000

Voluntary Life Insurance

Monthly Rates are based on units of $1,000

Under Age 20	$.06	Age 60 - 64	$.96
Age 20 - 24	$.06	Age 65 - 69	$1.47
Age 25 – 29	$.06	Age 70 - 74	$2.32
Age 30 - 34	$.07	Age 75 - 79	$2.32
Age 35 - 39	$.09	Age 80 - 84	$2.32
Age 40 - 44	$.15	Age 85 - 89	$2.32
Age 45 - 49	$.25	Age 90 - 94	$2.32
Age 50 - 54	$.41	Age 95 and over	$2.32
Age 55 - 59	$.63		

A change in rates due to a change in the Employee's age will become effective on the Policy Anniversary Date coinciding with or following the Employee's birthday.

FOR FORMER EMPLOYEE VOLUNTARY BENEFITS

Monthly Rates are based on units of $1,000.

Under Age 20	$.153	Age 45 - 49	$.384
Age 20 - 24	$.144	Age 50 - 54	$.726
Age 25 - 29	$.153	Age 55 - 59	$1.347
Age 30 - 34	$.177	Age 60 - 64	$2.461
Age 35 - 39	$.19	Age 65 - 69	$4.065
Age 40 - 44	$.243		

A change in rates due to a change in the Former Employee's age will become effective on the Policy Anniversary Date coinciding with or following the Former Employee's birthday.

TL-004718

GENERAL PROVISIONS

Entire Contract
The entire contract will be made up of the Policy, the application of the Employer, a copy of which is attached to the Policy, and the applications, if any, of the Insureds.

Incontestability
All statements made by the Employer or by an Insured are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Insured's effective date of insurance, or from the effective date of any added or increased benefits, no such statement will cause insurance to be contested except for fraud or eligibility for coverage.

Misstatement of Age
If an Insured's age has been misstated, the Insurance Company will adjust all benefits to the amounts that would have been purchased for the correct age.

Policy Changes
No change in the Policy will be valid until approved by an executive officer of the Insurance Company. This approval must be endorsed on, or attached to, the Policy. No agent may change the Policy or waive any of its provisions.

Workers' Compensation Insurance
The Policy is not in lieu of and does not affect any requirements for insurance under any Workers' Compensation Insurance Law.

Certificates
A certificate of insurance will be delivered to the Employer for delivery to Insureds. Each certificate will list the benefits, conditions and limits of the Policy. It will state to whom benefits will be paid.

Assignment of Benefits
The Insurance Company will not be affected by the assignment of an Insured's certificate until the original assignment or a certified copy of the assignment is filed with the Insurance Company. The Insurance Company will not be responsible for the validity or sufficiency of an assignment. An assignment of benefits will operate so long as the assignment remains in force provided insurance under the Policy is in effect. This insurance may not be levied on, attached, garnisheed, or otherwise taken for a person's debts. This prohibition does not apply where contrary to law.

Clerical Error
A person's insurance will not be affected by error or delay in keeping records of insurance under the Policy. If such an error is found, the premium will be adjusted fairly.

Agency
The Employer and Plan Administrator are agents of the Employee for transactions relating to insurance under the Policy. The Insurance Company is not liable for any of their acts or omissions.

TL-004726

DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

Accident
An Accident is a sudden, unforeseeable external event that causes bodily Injury to an Insured while coverage is in force under the Policy.

Active Service
An Employee will be considered in Active Service with the Employer on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

1. He or she is actively at work. This means the Employee is performing his or her regular occupation for the Employer on a Full-time basis, either at one of the Employer's usual places of business or at some location to which the Employer's business requires the Employee to travel.
2. The day is a scheduled holiday, vacation day or period of Employer approved paid leave of absence, other than disability or sick leave after 7 days.

An Employee is considered in Active Service on a day which is not one of the Employer's scheduled work days only if he or she was in Active Service on the preceding scheduled work day.

Annual Compensation
An Employee's annual wage or salary as reported by the Employer for work performed for the Employer as of the date the covered loss occurs. It does not include amounts received as bonuses, commissions, overtime pay or other extra compensation.

Employee
For eligibility purposes, an Employee is an employee of the Employer in one of the "Classes of Eligible Employees." Otherwise, Employee means an employee of the Employer who is insured under the Policy.

Employer
The Employer who has subscribed to the Policyholder and for the benefit of whose Employees this policy has been issued. The Employer, named as the Subscriber on the front of this Policy, includes any affiliates or subsidiaries covered under the Policy. The Employer is acting as an agent of the Insured for transactions relating to this insurance. The actions of the Employer shall not be considered the actions of the Insurance Company.

Full-time
Full-time means the number of hours set by the Employer as a regular work day for Employees in the Employee's eligibility class.

Initial Open Enrollment Period
The period in the calendar year when an eligible Employee who was hired on or before the Policy Effective Date may enroll for the first time for Insurance Benefits under this Policy. This period must be agreed upon by the Employer and the Insurance Company. Refer to Initial Open Enrollment under the Enrolling for Insurance section of the Policy.

Injury
Any accidental loss or bodily harm which results directly and independently of all other causes from an Accident.

Insurability Requirement
An eligible person will satisfy the Insurability Requirement for an amount of coverage on the day the Insurance Company agrees in writing to accept him or her as insured for that amount. To determine a person's acceptability for coverage, the Insurance Company will require evidence of good health and may require it be provided at the Employee's expense.

Insurance Company
The Insurance Company underwriting the Policy is named on the Policy cover page.

Insured
A person who is eligible for insurance under the Policy, for whom insurance is elected, the required premium is paid and coverage is in force under the Policy.

Physician
Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to an Insured that is appropriate for the condition and locality. The term does not include an Employee, an Employee's spouse, the immediate family (including parents, children, siblings or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of an Employee or spouse, or a person living in an Employee's household.

Prior Plan
The Prior Plan refers to the plan of insurance providing similar benefits sponsored by the Employer in effect directly prior to the Policy Effective Date.

Sickness
Any physical or mental illness.

TL-004708

IMPORTANT CHANGES FOR STATE REQUIREMENTS

If an Employee resides in one of the following states, the provisions of the certificate are modified for residents of the following states. The modifications listed apply only to residents of that state.

California Residents:

Conversion Privilege for Life Insurance
Insured Employees and Insured Spouses may convert to an individual policy of life insurance for an amount not greater than the Conversion Amount shown below when the Policy ends, without regard to any requirement that the person be insured under the policy for a specified period of time, if all of the following apply.

a. The Insured became Totally Disabled while covered for the Life Benefit of the Policy. Totally Disabled means the person is unable to perform all the material duties of any occupation for which he or she may reasonably be qualified based on training, education and experience.
b. The Insured remained Totally Disabled until the Policy ended while covered for the Life Benefit of this Policy.
c. The Policy does not provide a Waiver of Premium, Extended Death Benefit Provision or monthly payments to Totally Disabled Insureds for the Life Benefit.
d. The person meets all other conditions for converting the insurance.

Conversion Amount - Insured's life insurance amount under the Policy on the date the Policy ends minus the amount for which the Insured is insured under a group policy that provides life coverage to employees of the Insured Employee's Employer covered under this Policy. The dollar limit that applies to the amount for conversion at Policy termination does not apply.

The requirement that the Insured be covered under the Policy for the stated number of years in order to convert life insurance does not apply.

Missouri residents:

Applicable to Voluntary Life Insurance Benefits
If an Insured commits suicide, while sane or insane, within 1 year from the date his or her insurance under the Policy becomes effective, Voluntary Life Insurance Benefits will be limited to a refund of the premiums paid on the Insured's behalf. The suicide exclusion applies from the effective date of any additional benefits or increases in Life Insurance Benefits.

Except for any amount of benefits in excess of the Prior Plan's benefits, this exclusion will not apply to any person covered under the Prior Plan for more than one year. If a person was not insured for one year under the Prior Plan, credit will be given for the time he or she was insured.

If a Dependent Child commits suicide and is survived by other Dependent Children covered under the same certificate, no refund of premiums will be paid.

North Dakota residents:

The Suicide exclusion, if any, is limited to one year from the effective date of insurance. The suicide exclusion with respect to any increase in death benefits which results from an application of the insured subsequent to the effective date, if any, is limited to one year from the effective date of the increase.

LIFE INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA, PA 19192-2235

We, Vernon Public Schools, whose main office address is Vernon, CT, hereby approve and accept the terms of Group Policy Number FLX-964103 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA to the TRUSTEE OF THE GROUP INSURANCE TRUST FOR EMPLOYERS IN THE SERVICES INDUSTRY.

This form is to be signed in duplicate. One part is to be retained by Vernon Public Schools; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

Vernon Public Schools

Signature and Title: _____ Date:_____

(This Copy Is To Be Returned To Life Insurance Company of North America)

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PHILADELPHIA, PA 19192-2235

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Vernon Public Schools

Signature and Title: _____ Date:_____

(This Copy Is To Be Retained By Vernon Public Schools)