

**YOUR EMPLOYEE
BENEFIT PLAN**

CITY OF TALLAHASSEE

City of Tallahassee
300 South Adams Street
Tallahassee, FL 32301

TO OUR EMPLOYEES:

All of us appreciate the protection and security insurance provides.

This certificate describes the benefits that are available to you. We urge you to read it carefully.

Benefits are provided through a group policy issued to City of Tallahassee by Metropolitan Life Insurance Company.

City of Tallahassee

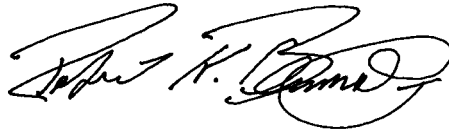
MetLife®

Metropolitan Life Insurance Company
One Madison Avenue, New York, New York 10010-3690

Certifies that the benefits as described herein are provided under and subject to the terms and conditions of the Group Policy issued to the Employer.

The Employee named below is covered for the Personal Benefits on the effective date set forth below.

The Dependent Benefits apply to the Employee named below only if the Employee is eligible for, has requested and is covered for Dependent Benefits.



Robert H. Benmosche
Chairman, President and Chief Executive Officer

Employer: **City of Tallahassee**

Group Policy No.: **98014-1-G**

PLEASE AFFIX THE STICKER
SHOWING THE EMPLOYEE'S
NAME AND EFFECTIVE DATE
IN THIS SPACE

For Maryland residents: 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.

North Dakota Residents: Free Look Period for Life Insurance: If You are not satisfied with your certificate, You may return it to Us within 20 days after You receive it, unless a claim has previously been received by Us under your certificate. We will

refund within 30 days of our receipt of the returned certificate any Premium that has been paid and the certificate will then be considered to have never been issued. You should be aware that, if you elect to return the certificate for a refund of premiums, losses which otherwise would have been covered under your certificate will not be covered.

For West Virginia Residents: You have the right to return this certificate within ten days of its receipt and to have your premium refunded if, after examination of the certificate, you are not satisfied for any reason.

Accelerated Benefits may be taxable. If so, you or your Beneficiary may incur a tax obligation. As with all tax matters, you should consult your personal tax advisor to assess the impact of this Benefit.

Texas Residents: Please Read the Notice Pages for Texas Residents Carefully

If any prior certificate relating to the coverage set forth herein has been given to the Employee, such certificate is void.

Form G.23000-Cert.

For Texas Residents:

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-638-5433

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
P.O. Box 149104
Austin, TX 78714-9104
Fax # 512 - 475-1771

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR CERTIFICATE: This notice is for information only and does not become a part or condition of the attached document.

Para Residentes de Texas:

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de MetLife para informacion o para someter una queja al

1-800-638-5433

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 78714-9104
Fax # 512 - 475-1771

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

UNA ESTE AVISO A SU CERTIFICADO: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

For Texas Residents:

IMPORTANT NOTICES

DEATH BENEFITS WILL BE REDUCED IF AN ACCELERATION-OF-LIFE-INSURANCE BENEFIT IS PAID.

DISCLOSURE: The acceleration-of-life-insurance benefits offered under this certificate are intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the acceleration-of-life-insurance benefits qualify for such favorable tax treatment, the benefits will be excludable from your income and not subject to federal taxation. Tax laws relating to acceleration-of-life insurance benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which you could receive acceleration-of-life-insurance benefits excludable from income under the federal law.

DISCLOSURE: Receipt of acceleration-of-life-insurance benefits may affect your, your spouse's or your family's eligibility for public assistance programs such as Medical Assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary Social Security Income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect your, your spouse and your family's eligibility for public assistance.

Arkansas residents please be advised of the following:

IMPORTANT NOTICE

IF YOU HAVE A QUESTION CONCERNING YOUR COVERAGE OR A CLAIM, FIRST CONTACT YOUR GROUP EMPLOYER OR GROUP ACCOUNT ADMINISTRATOR. IF, AFTER DOING SO, YOU STILL HAVE A CONCERN, YOU MAY CALL METLIFE'S TOLL-FREE TELEPHONE NUMBER:

1-800-638-5433

IF YOU ARE STILL CONCERNED AFTER CONTACTING BOTH YOUR GROUP EMPLOYER AND METLIFE, YOU SHOULD FEEL FREE TO CONTACT:

**ARKANSAS INSURANCE DEPARTMENT
CONSUMER SERVICES DIVISION
1200 WEST THIRD
LITTLE ROCK, ARKANSAS 72201-1904**

California residents please be advised of the following:

IMPORTANT NOTICE

**TO OBTAIN ADDITIONAL INFORMATION, OR
TO MAKE A COMPLAINT, CONTACT METLIFE
AT:**

**METROPOLITAN LIFE INSURANCE
COMPANY
1 MADISON AVENUE
NEW YORK, NY 10010
ATTN: CORPORATE CONSUMER RELATIONS
DEPARTMENT
1-800-638-5433**

**IF, AFTER CONTACTING METLIFE
REGARDING A COMPLAINT, YOU FEEL THAT
A SATISFACTORY RESOLUTION HAS NOT
BEEN REACHED, YOU MAY FILE A
COMPLAINT WITH THE CALIFORNIA
INSURANCE DEPARTMENT AT:**

**CALIFORNIA DEPARTMENT OF INSURANCE
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013
1-800-927-4357 (within California)
1-213-897-8921 (outside California)**

Georgia residents please be advised of the following:

IMPORTANT NOTICE

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 violence.

Utah residents please be advised of the following:

NOTICE TO POLICYHOLDERS

Insurance companies licensed to sell life insurance, health insurance, or annuities in the State of Utah are required by law to be members of an organization called the Utah Life and Health Insurance Guaranty Association ("ULHIGA"). If an insurance company that is licensed to sell insurance in Utah becomes insolvent (bankrupt), and is unable to pay claims to its policyholders, the law requires ULHIGA to pay some of the insurance company's claims. The purpose of this notice is to briefly describe some of the benefits and limitations provided to Utah insureds by ULHIGA.

PEOPLE ENTITLED TO COVERAGE

- You must be a Utah resident.
- You must have insurance coverage under an individual or group policy.

POLICIES COVERED

- ULHIGA provides coverage for certain life, health and annuity insurance policies.

EXCLUSIONS AND LIMITATIONS

Several kinds of insurance policies are specifically excluded from coverage. There are also a number of limitations to coverage. The following are not covered by ULHIGA:

- Coverage through an HMO.
- Coverage by insurance companies not licensed in Utah.
- Self-funded and self-insured coverage provided by an employer that is only administered by an insurance company.
- Policies protected by another state's Guaranty Association.
- Policies where the insurance company does not guarantee the benefits.
- Policies where the policyholder bears the risk under the policy.

- Re-insurance contracts.
- Annuity policies that are not issued to and owned by an individual, unless the annuity policy is issued to a pension benefit plan that is covered.
- Policies issued to pension benefit plans protected by the Federal Pension Benefit Guaranty Corporation.
- Policies issued to entities that are not members of the ULHIGA, including health plans, fraternal benefit societies, state pooling plans and mutual assessment companies.

LIMITS ON AMOUNT OF COVERAGE

Caps are placed on the amount ULHIGA will pay. These caps apply even if you are insured by more than one policy issued by the insolvent company. The maximum ULHIGA will pay is the amount of your coverage or \$500,000 — whichever is lower. Other caps also apply:

- \$100,000 in net cash surrender values.
- \$500,000 in life insurance death benefits (including cash surrender values).
- \$500,000 in health insurance benefits.
- \$200,000 in annuity benefits — if the annuity is issued to and owned by an individual or the annuity is issued to a pension plan covering government employees.
- \$5,000,000 in annuity benefits to the contract holder of annuities issued to pension plans covered by the law. (Other limitations apply).
- Interest rates on some policies may be adjusted downward.

DISCLAIMER

PLEASE READ CAREFULLY:

. COVERAGE FROM ULHIGA MAY BE UNAVAILABLE UNDER THIS POLICY. OR, IF AVAILABLE, IT MAY BE SUBJECT TO SUBSTANTIAL LIMITATIONS OR EXCLUSIONS. THE DESCRIPTION OF COVERAGES CONTAINED IN THIS DOCUMENT IS AN OVERVIEW. IT IS NOT A COMPLETE DESCRIPTION. YOU CANNOT RELY ON THIS DOCUMENT AS A DESCRIPTION OF COVERAGE. FOR A COMPLETE DESCRIPTION OF COVERAGE, CONSULT THE UTAH CODE, TITLE 31A, CHAPTER 28.

. COVERAGE IS CONDITIONED ON CONTINUED RESIDENCY IN THE STATE OF UTAH.

. THE PROTECTION THAT MAY BE PROVIDED BY ULHIGA IS NOT A SUBSTITUTE FOR CONSUMERS' CARE IN SELECTING AN INSURANCE COMPANY THAT IS WELL-MANAGED AND FINANCIALLY STABLE.

. INSURANCE COMPANIES AND INSURANCE AGENTS ARE REQUIRED BY LAW TO GIVE YOU THIS NOTICE. THE LAW DOES, HOWEVER, PROHIBIT THEM FROM USING THE EXISTENCE OF ULHIGA AS AN INDUCEMENT TO SELL YOU INSURANCE.

. THE ADDRESS OF ULHIGA, AND THE INSURANCE DEPARTMENT ARE PROVIDED BELOW.

Utah Life and Health Insurance
Guaranty Association
955 E. Pioneer Rd.
Draper, Utah 84114

Utah Insurance Department
State Office Building, Room 3110
Salt Lake City, Utah 84114

Virginia residents please be advised of the following:

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number:

Metropolitan Life Insurance Company
1 Madison Avenue
New York, New York 10010
Attn: Corporate Customer Relations Department

To phone in a claim related question, you may call Claims Customer Service at:

1-800-638-5433

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

Life and Health Division
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23209

1-800-552-7945 - In-state toll-free
1-804-786-3741 - Out-of-state

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

Wisconsin residents please be advised of the following:

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Metropolitan Life Insurance Company
Corporate Consumer Relations Department
1 Madison Avenue
New York, NY 10010
1-800-638-5433

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517 outside of Madison or 266-0103 in Madison.

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SCHEDULE OF BENEFITS
(Also see SCHEDULE SUPPLEMENT)

The following Benefits are provided subject to the provisions below.

<u>BENEFITS (EMPLOYEE ONLY)</u>	<u>AMOUNT</u>
OPTIONAL LIFE	
OPTION 1	\$200,000
OPTION 2	\$200,000
OPTION 3	\$200,000
OPTION 4	\$200,000
OPTION 5	\$200,000
OPTION 6	\$200,000
OPTION 7	\$200,000
OPTION 8	\$200,000

See pages hereof entitled ACCELERATED BENEFITS (On Your Own Account).

ACCIDENTAL DEATH OR DISMEMBERMENT

Employee	Increments of \$25,000, up to a Maximum Benefit of \$150,000
Spouse and Child(ren)	An amount equal to: (a) 40% for your spouse; and (b) 10% for each child; of your Accidental Death or Dismemberment Benefits
Spouse Only.....	An amount equal to 50% of your Accidental Death or Dismemberment Benefits

Child(ren) Only An amount equal to 15% of your Accidental Death or Dismemberment Benefits for each child

If you and your Dependent spouse die within one year of sustaining bodily injuries in the same accident, or separate accidents occurring within the same 24-hour period, the Accidental Death or Dismemberment Benefits amount which applies to your Dependent spouse will be increased to equal the amount set forth above which applies to you, the Employee.

<u>BENEFITS (DEPENDENTS ONLY)</u>	<u>AMOUNT</u>
DEPENDENT LIFE	
Spouse	
All Employees who elect:	
OPTION 1	\$15,000
OPTION 2	\$25,000
OPTION 3	\$40,000
OPTION 4	\$50,000
Child	\$5,000

See pages hereof entitled ACCELERATED BENEFITS (ON ACCOUNT OF YOUR DEPENDENT SPOUSE).

**INCREASES AND DECREASES IN AMOUNTS OF
OPTIONAL LIFE BENEFITS AND ACCIDENTAL DEATH OR
DISMEMBERMENT BENEFITS**

Your earnings on the date you become covered under This Plan will determine your benefits on that date. Any increase or decrease in your benefits will take place on the date of change in your earnings provided you are Actively at Work on that date. If you are not Actively at Work on the date of change in your earnings, the change in your benefits will take place when you return to Active Work.

**PROVISIONS APPLICABLE TO OPTIONAL LIFE BENEFITS
IN AN AMOUNT GREATER THAN THE LESSER OF 3 TIMES YOUR
BASIC ANNUAL EARNINGS OR \$100,000**

1. You must, at your expense, give us evidence of your good health in order to:
 - a. become covered under This Plan for an amount of Optional Life Benefits greater than the lesser of 3 times your basic annual earnings or \$100,000; or
 - b. receive, due to an increase in your earnings, an increase in the amount of Optional Life Benefits of \$25,000 or more if you are already covered for an amount of Optional Life Benefits greater than the lesser of 3 times your basic annual earnings or \$100,000.
2. If we accept the evidence of your good health as satisfactory, such amount of Optional Life Benefits or such increase in the amount of Optional Life Benefits will become effective on the later of:
 - a. the date we accept the evidence of your good health; and
 - b. the effective date of your Personal Benefits;

provided you have satisfied the Work Requirements. If you have not satisfied the Work Requirements, such amount of Optional Life Benefits or such increase in the amount of Optional Life Benefits will become effective on the first day after you satisfy the Work Requirements.

3. If you do not give us evidence of your good health, or if such evidence of good health is not accepted by us as satisfactory, the amount of your Optional Life Benefits will not be more than the greater of:
 - a. the amount of Optional Life Benefits for which you were covered immediately prior to the date on which any such increase would have become effective; or
 - b. the lesser of 3 times your basic annual earnings or \$100,000.

IF YOU CHANGE YOUR OPTIONAL LIFE BENEFITS COVERAGE

- A. **Increase in Coverage:** If you are covered for Optional Life Benefits and make written application to increase coverage by more than \$10,000, or if you request an increase that when added to the amount of Optional Life Benefits you already have is more than \$100,000, you must give us evidence of good health at your expense. If we accept your evidence of good health as satisfactory, the increase in Optional Life Benefits will take effect as of the date we accept it if you have satisfied the Work Requirements. If you are required to submit evidence of good health and do not; or if you submit evidence of good health and we do not accept it; or if you fail to satisfy the Work Requirements at the time you submit your application or the time we accept your evidence of good health, whichever is later; the amount of your Optional Life Benefits will not change.
- B. **Decrease in Coverage:** If you are covered for Optional Life Benefits and make a written application to decrease your coverage under one of the options of the Plan, that decrease will take effect as of the date of your application.

AMOUNT OF CONTINUED DEATH BENEFITS DURING TOTAL DISABILITY

The amount of your Death Benefits will be determined by the table below. The percentage for your age on the date of your death is to be applied to the amount of your Life Benefits on the date your Life Benefits ended.

<u>If You Die</u>	<u>Percentage</u>
Before age 70	100%
On or after age 70	0%

Your Death Benefits will be reduced if Accelerated Benefits are paid.

WHEN YOU RETIRE

Optional Life and Dependent Life will continue in full. Voluntary Accidental Death and Dismemberment are not provided under This Plan on or after the day you retire.

★ ★ ★ ★

Please call (800) 638-6420 for assistance regarding claims and information about coverage.

Form G.23000-B

SCHEDULE SUPPLEMENT

A. Statements Made by You Which Relate to Insurability

Any statement made by you will be deemed a representation and not a warranty.

No such statement made by you which relates to insurability will be used:

1. in contesting the validity of the benefits with respect to which such statement was made; or
2. to reduce the benefits;

unless the conditions listed in items (a) and (b) below have been met:

- a. The statement must be contained in a written application which has been signed by you.
- b. A copy of the application has been furnished to you or to your Beneficiary.

No such statement made by you will be used at all after such benefits have been in force prior to the contest for a period of two years during the lifetime of the person to whom the statement applies.

B. Assignment

The benefits with respect to the Life Benefits (On Your Own Account) and the Accidental Death or Dismemberment Benefits under This Plan may be assigned as a gift. Any such assignment will transfer all right, title, interest and incidents of ownership, both present and future, in such benefits, including, but not limited to, the following:

1. The right to make any contributions required to keep the benefits in force under This Plan.

2. The privilege of obtaining an individual policy of life insurance.
3. The right to change the Beneficiary.

No assignment will be binding on us nor on the Employer unless the following conditions are met:

1. The assignment is in a form which is acceptable to us and to the Employer.
2. The assignment is accepted, in writing, by us and by the Employer.
3. The assignment is filed at our Home Office.

We assume no obligation as to the validity or the sufficiency of any assignment; neither does the Employer.

C. Additional Provisions

1. The benefits under This Plan do not at any time provide paid-up insurance, or loan or cash values.
2. No agent has the authority:
 - a. to accept or to waive the required proof of a claim; nor
 - b. to extend the time within which a proof must be given to us.

Form G.23000-B1

DEFINITIONS OF CERTAIN TERMS USED HEREIN

"Actively at Work" or **"Active Work"** means that you are performing all of the material duties of your job with the Employer where these duties are normally carried out. If you were Actively at Work on your last scheduled working day, you will be deemed Actively at Work:

1. on a scheduled non-working day;
2. provided you are not disabled.

"Covered Person" means an Employee or a Dependent on whose account benefits are in effect under This Plan.

"Dependent" means your spouse or your unmarried child except for:

1. a person who is in the military or like forces of any country or of any subdivision of a country;
2. a person who is covered under This Plan as an Employee;
3. a person who lives outside the United States or Canada;
4. with respect to Life Benefits (On Account of Dependents), a child who is 14 days of age and under;
5. a child who:
 - a. is 19 years of age or older and who is employed on a full-time basis; or
 - b. is 19 years of age or older and who is not a full-time student at an approved school, as determined by the Employer; or
 - c. is 23 years of age or older.

If a Dependent child is a Covered Person on the day before that child has reached the applicable age limit, that child will continue to be a Dependent after the age limit as long as:

- a. that child is and remains unable to work in self-sustaining employment because of:
 - i. physical handicap; or
 - ii. mental retardation; and
- b. that child is and remains chiefly dependent upon you for support; and
- c. that child is and remains a Dependent, as defined, except for the age limit; and
- d. proof that the child is and remains so unable to work and dependent upon you is given to us when each claim is submitted. The proof must be satisfactory to us.

Child includes:

- a. a child who is supported solely by you and permanently living in the home of which you are the head; and
- b. a child who is legally adopted; and
- c. a stepchild who lives in your home; and
- d. a child for whom benefits must be provided by court order, that we have been notified of (as set forth in a divorce decree).

No person may be covered as a Dependent of more than one Employee.

"Dependent Benefits" mean the benefits which are provided on account of a Dependent under This Plan.

"Doctor" means a person who is legally licensed to practice medicine. A licensed practitioner will be considered a Doctor if:

- 1. there is a law which applies to This Plan and that law requires that any service performed by such a practitioner must be considered for benefits on the same basis as if the service were performed by a Doctor; and

2. the service performed by the practitioner is within the scope of his or her license.

The term Doctor also includes any mental health professional as licensed by the Florida Department of Professional Regulation.

"Employee" means a person who is employed and paid for services by the Employer on a full-time basis.

"Hospital" means a facility which:

1. is legally licensed; and
2. provides a broad range of 24 hour a day medical and surgical services for sick and injured persons by, or under the supervision of, a staff of Doctors; and
3. provides 24 hour a day nursing care by, or under the direction of, a registered professional nurse (R.N.).

"Hospitalized" means that you or your Dependent has received:

1. inpatient care in a Hospital; or
2. care in:
 - a. a hospice facility; or
 - b. an intermediate facility; or
 - c. a long term care facility; or
3. chemotherapy; or
4. radiation therapy; or
5. dialysis treatment.

"Normal Activities" means that your Dependent:

1. is not confined in a Hospital; or

2. is not confined at home under the care of a Doctor for a sickness or injury; or
3. is not receiving and is not entitled to receive any disability income from any source due to any sickness or injury.

"Personal Benefits" mean the benefits which are provided on account of an Employee under This Plan.

"This Plan" means the Group Policy which is issued by us to provide Personal Benefits and Dependent Benefits.

"Total Disability" or **"Totally Disabled"** means that because of a sickness or an injury:

1. you can not do your job; and
2. you can not do any other job for which you are fit by your education, your training or your experience.

"We", **"us"** and **"our"** mean Metropolitan.

"Work Requirements" means that you have:

1. worked as an Employee at least 20 hours during the last 7 consecutive calendar days; and
2. worked at either your usual place of business or away from your usual place of business at your Employer's convenience.

"You" and **"your"** mean the Employee who is a Covered Person for Personal Benefits. They do not include a Dependent of the Employee.

Form G.23000-A

ELIGIBILITY FOR BENEFITS

Personal Benefits Eligibility Date

If you are an Employee on January 1, 2003, that is your Personal Benefits Eligibility Date.

If you become an Employee after January 1, 2003, your Personal Benefits Eligibility Date is the first day of the month after the date you become an Employee of the Employer.

Dependent Benefits Eligibility Date

Your Dependent Benefits Eligibility Date is the later of your Personal Benefits Eligibility Date and the date you first acquire a Dependent.

Form G.23000-C

EFFECTIVE DATES OF PERSONAL BENEFITS

A. Request Forms

You must make a written request to the Employer for Personal Benefits. The request forms will be given to the Employer by us.

B. If Timely Request Is Made

A timely request is one that is made on or prior to the date thirty-one days after your Personal Benefits Eligibility Date. If you are not Actively at Work as an Employee on your Personal Benefits Eligibility Date, a request will be timely if it is made on or prior to the date thirty-one days after the date you return to Active Work as an Employee.

If you make a timely request for Personal Benefits, your Personal Benefits, except for Personal Optional Life Benefits, will become effective on the later of:

1. your Personal Benefits Eligibility Date; and
2. the date of your request;

provided you are Actively at Work on that date, otherwise on the date you return to Active Work as an Employee.

Your Personal Optional Life Benefits will become effective on the later of:

1. your Personal Benefits Eligibility Date; and
2. the date of your request;

subject to the Work Requirements.

If, on the date you would have become covered under This Plan for Personal Optional Life Benefits, you:

1. were Hospitalized in the ninety days prior to the date you make a request for Personal Optional Life Benefits under This Plan; or
2. are then Hospitalized;

then evidence of your good health must be given to us.

C. If Late Request Is Made

If a request is not a timely request, it is a late request.

If you make a late request for Personal Benefits, evidence of your good health must be given to us.

D. Evidence of Good Health

The evidence of good health is to be given at your expense.

Your Personal Benefits will become effective on the date such evidence of good health is accepted by us as satisfactory, subject to the Work Requirements.

If the evidence of your good health is not accepted by us as satisfactory, you will not be covered for any Personal Benefits.

E. Active Work Requirement

You must be Actively at Work as an Employee in order for your Personal Benefits to become effective. If you are not Actively at Work as an Employee on the date when your Personal Benefits would otherwise become effective, your Personal Benefits will become effective on the date of your return to Active Work as an Employee.

F. Work Requirements

For Optional Life Benefits, you must satisfy the Work Requirements in order for your Personal Optional Life Benefits to become effective. If you have not satisfied the Work Requirements on the date when your Personal Optional Life Benefits would otherwise become effective, these benefits will become effective on the first day after you satisfy the Work Requirements.

G. Reinstatement of Benefits

If your Personal Benefits end because you do not make a required contribution to their cost, you may make a request to reinstate them. Such a request will be treated as if it were a late request in order to determine the effective date of your Personal Benefits.

H. Application of Provisions

The provisions for EFFECTIVE DATES OF PERSONAL BENEFITS are to be separately applied to each type of Personal Benefits.

Form G.23000-D1

EFFECTIVE DATES OF DEPENDENT BENEFITS

A. Request Forms

You must make a written request to the Employer for Dependent Benefits. The request forms will be given to the Employer by us.

B. If Timely Request Is Made

A timely request is one that is made on or prior to the date thirty-one days after your Dependent Benefits Eligibility Date. If you are not Actively at Work as an Employee on your Dependent Benefits Eligibility Date, a request will be timely if it is made on or prior to the date thirty-one days after the date you return to Active Work as an Employee.

If you make a timely request for Dependent Benefits, your Dependent Benefits will become effective on the latest of:

1. your Dependent Benefits Eligibility Date; and
2. the effective date of your Personal Benefits; and
3. the date of your request.

If, on the date you would have become insured under This Plan for Life Benefits (On Account of Dependents), a Dependent:

1. has been Hospitalized in the ninety days prior to the date you make a request for Life Benefits (On Account of Dependents) under This Plan; or
2. is then Hospitalized; or
3. is not then able to perform Normal Activities;

then evidence of the good health of each such Dependent must be given to us.

C. If Late Request Is Made

If a request is not a timely request, it is a late request.

If you make a late request for Dependent Benefits, evidence of the good health of each of your Dependents must be given to us.

D. Evidence of Good Health

The evidence of good health is to be given at your expense. Your Dependent Benefits will become effective for each such Dependent for whom evidence of good health must be given to us on the later of:

1. the date the evidence of the good health of such Dependent is accepted by us as satisfactory; and
2. the effective date of your Personal Benefits.

If the evidence of the good health of any person is not accepted by us as satisfactory, such person:

1. will be deemed not to be a Dependent for the purpose of Dependent Benefits; and
2. will not be covered for Dependent Benefits.

E. Reinstatement of Benefits

If your Dependent Benefits end because you do not make a required contribution to their cost, you may make a request to reinstate them. Such a request will be treated as if it were a late request in order to determine the effective date of your Dependent Benefits.

F. New Dependents

Dependent Benefits with respect to a person who becomes your Dependent while you are insured for Dependent Benefits will be effective on the date such person becomes your Dependent, subject to all provisions herein.

G. Application of Provisions

The provisions for EFFECTIVE DATES OF DEPENDENT BENEFITS are to be separately applied to each type of Dependent Benefits.

Form G.23000-D2

LIFE BENEFITS
(On Your Own Account)

A. Coverage

If you die while you are covered for Life Benefits, we will pay to the Beneficiary the amount of Life Benefits that is in effect on your life on the date of your death.

B. Optional Types of Payment

Payment of any amount of Life Benefits may be made in installments. Details on the payment options may be obtained from the Employer.

C. Suicide Provision

Optional Life Benefits will not be paid to the Beneficiary if you commit suicide, while sane or insane, within 2 years from the effective date of this certificate. Instead we will pay the Beneficiary an amount equal to any contributions paid, without interest.

If you commit suicide, while sane or insane, more than 2 years after the effective date of this certificate, but within 2 years from the effective date of any increase in the amount of your Optional Life Benefits, such increased amount will not be paid to the Beneficiary. Instead we will pay the Beneficiary:

1. an amount equal to all contributions paid for the increased amount, without interest; plus
2. an amount equal to the amount of Optional Life Benefits that was in effect on the day before the effective date of such increased amount.

Form G.23000-1

ACCELERATED BENEFITS (On Your Own Account)

A. Definitions

"Meet the Requirements" means:

1. your life span is drastically limited; and
2. you are expected to die within 6 months; and
3. you are not expected to recover.

These must be certified by a Doctor and accepted by us.

B. Coverage

We will pay Accelerated Benefits to you if:

1. you apply for Accelerated Benefits while your Life Benefits or Death Benefits are in effect; and
2. you Meet the Requirements while you are covered for Life Benefits or Death Benefits; and
3. you or your legal representative requests payment of Accelerated Benefits while your Life Benefits or Death Benefits are in effect.

Accelerated Benefits are payable only once.

Payment of Accelerated Benefits will reduce your Life Benefits or Death Benefits and the amount available for you to convert to a personal policy of life insurance under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE.

C. Proof

Accelerated Benefits will be payable when we receive proof that you Meet the Requirements.

Proof must be given to us. The proof must be in a form that is satisfactory to us. We have no duty to ask for any proof. Any delay in submitting proof will not cause a claim to be denied so long as the proof is given as soon as reasonably possible.

At the time that such proof is given, we may have you examined by Doctors of our choice, at our expense.

D. Amount

The amount of Accelerated Benefits payable is:

1. up to 50% of your Life Benefits or Death Benefits as shown in the SCHEDULE OF BENEFITS

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a discount for the mortality and interest (*) for the actuarially determined life span, and

MINUS

an administrative charge; and

2. determined as of the date we accept certification that you Meet the Requirements; and
3. no more than \$250,000.

(*) The interest rate used shall be the Moody's Corporate Bond Yield Averages - Monthly Average Corporates - published by Moody's Investors Service, Inc., or any successor thereto for the calendar month ending two months before the date you apply for an Accelerated Benefit.

If your Life Benefits or Death Benefits will reduce within 6 months of such certification date, the Accelerated Benefits payable will be up to 50% of such reduced amount.

Accelerated Benefits will be payable if you are living when payment is made.

For Texas Residents: Upon receipt of your claim form we will send you a Preadjudication letter containing specific information on the payment you requested. Such information will include the amount of payment which will be made to you and the amount of death benefit remaining after payment of the Accelerated Benefit.

E. Exclusions

Accelerated Benefits will not be payable if:

1. you have assigned your Life Benefits (see Assignment provision under SCHEDULE SUPPLEMENT); or
2. the amount of your Life Benefits or Death Benefits is less than \$10,000.

Form G.23000-36

**CONTINUED DEATH BENEFITS
DURING TOTAL DISABILITY**

A. Coverage

If you cease to be Actively at Work as an Employee due to Total Disability, your Life Benefits may be continued for up to 12 months. For this to occur, your Employer must deem you to be Actively at Work and must continue to make premium payments for your Life Benefits. Your Life Benefits will end once you have ceased to be Actively at Work as an Employee due to Total Disability for 12 months. Death Benefits may be payable after your Life Benefits end in certain cases of Total Disability. We will pay Death Benefits to your Beneficiary if:

1. you become Totally Disabled before your Life Benefits end; and
2. your Total Disability starts after you have been covered for Optional Life Benefits for one year; and
3. you are less than 60 years old when you become Totally Disabled; and
4. you continue to be Totally Disabled after your Life Benefits end and until the date of your death; and

5. you die before you are 70 years old; and
6. the required proof is submitted to us.

However, no Death Benefits are payable if a death benefit is payable under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE.

B. Proof of Claim

The Death Benefits will be payable when we receive proof of your death if:

1. we have received proof of your Total Disability no later than 12 months after the date you ceased to be Actively at Work because of Total Disability. This proof must establish that your Total Disability had continued for at least nine months from the date you were last Actively at Work; and
2. you submit further proof, when we ask for it, that you continue to be Totally Disabled. We will not ask for such proof more than once a year; and
3. upon your death proof that Total Disability continued to the date of your death is given to us.

If you die within a year after your Life Benefits ended and before any proof has been given, then proof that your Total Disability continued to the date of your death must be given to us. This proof must be given within one year of your death.

All proofs must be given to us. The proofs must be in a form that is satisfactory to us. We have no duty to ask for any proof. If any proof is not given on time, the delay will not cause a claim to be denied so long as the proof is given as soon as reasonably possible.

At any time that proof of your Total Disability is given, we may have you examined by Doctors of our choice, at our expense.

C. Amount

The amount of Death Benefits is the amount shown in the SCHEDULE OF BENEFITS.

D. Termination

Your Death Benefits will end on:

1. the date you are no longer Totally Disabled; or
2. the date you do not give us proof of Total Disability when required; or
3. the day before the date you become 70 years old.

E. One Payment Only

If we have issued a personal policy under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE, we will pay Death Benefits only if that policy is returned to us without any claim. In such case an amount equal to the premiums paid on the personal policy will be given to the Beneficiary.

Form G.23000-1B1-A

RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE

A. Application

We will issue a personal policy of life insurance without disability or accidental death benefits to you if you apply for it in writing during the Application Period. The Application Period is the 31 day period after:

1. the date your Life Benefits end because your employment ends or because you are no longer in a class which remains eligible for Life Benefits; or
2. the date your Life Benefits end because This Plan ends, but only if your Life Benefits under This Plan have been in effect for at least 5 years; or
3. the date This Plan is changed to end the Life Benefits for your class, but only if your Life Benefits under This Plan have been in effect for at least 5 years; or
4. the date your Death Benefits end under CONTINUED DEATH BENEFITS DURING TOTAL DISABILITY if you do not then again become eligible for Life Benefits under This Plan.

For New Hampshire residents. If you are not given notice, in writing, of the Right To Obtain A Personal Policy of Life Insurance On Your Own Life at least 15 days before the end of the Application Period, you will have additional time in which to apply. You will then have 15 days from the date you are given the notice in which to apply.

Proof that you are insurable is not required by us.

B. Conditions

The personal policy will be issued to you subject to these conditions:

1. it will be on one of the forms then usually issued by us, except term insurance; and
2. it will not take effect until after the Application Period ends; and
3. the premium for the policy will be based on:
 - a. the class of risk to which you belong; and
 - b. your age on the effective date of the policy; and
 - c. the form and amount of the policy; and
4. if item A(1) applies to you, the amount of the policy will not be more than the amount of your Life Benefits on the date the Life Benefits end; and
5. if item A(2) or item A(3) applies to you, the amount of the policy will not be more than the lesser of:
 - a. the amount of your Life Benefits on the date the Life Benefits end, less any amount of life insurance for which you may be eligible under any group policy which takes effect within 31 days after your Life Benefits end; and
 - b. \$10,000.
6. if item A(4) applies to you, the amount of the policy will not be more than the amount of your Death Benefits on the date the Life Benefits end.

C. If You Die During the Application Period

If you die during the Application Period, we will pay a death benefit to the Beneficiary. The amount of the death benefit will be the highest amount of life insurance pursuant to item B(4) or B(5) or B(6) for which a personal policy could have been issued. This

death benefit will be paid even if you did not apply for a personal policy.

If you could have applied for a policy under item A(4) and you die within one year after your Life Benefits end, we must, within one year after your death, be given proof that:

1. your Total Disability had continued from the date your Life Benefits ended to within 31 days of the date of your death; and
2. your death occurred during the Application Period which applies to item A(4).

Form G.23000-1A

LIFE BENEFITS
(On Account of Dependents)

A. Coverage

If a Dependent dies while Life Benefits are in effect for that Dependent, we will pay the amount of Life Benefits that is in effect for that Dependent on the date of that Dependent's death.

B. Payment of Benefits

The benefits will be paid to you if you survive the Dependent. The benefits will be paid to your estate if:

1. that Dependent dies at the same time your death occurs; or
2. that Dependent dies within 24 hours of your death.

In any other instance the benefits will be paid at our option to one or more of the following persons who are related to that Dependent and who survive that Dependent:

- a.** parent; **c.** brother and sister.

- b. child;

If there is no surviving relative, the amount will be payable to the Dependent's estate.

Any payment will discharge our liability for the amount so paid.

C. Optional Types of Payment

Payment of any amount of Life Benefits may be made in installments instead of one sum. Details on the payment options may be obtained from the Employer.

D. Suicide

LIFE BENEFITS (On Account of Dependents) will not be paid if a Dependent commits suicide, while sane or insane, within 2 years from the effective date of this certificate. Instead we will pay an amount equal to any contributions paid, without interest, as set forth in Section B, Payment of Benefits.

If a Dependent commits suicide, while sane or insane, more than 2 years after the effective date of this certificate, but within 2 years from the effective date of any increase in the amount of LIFE BENEFITS (On Account of Dependents), such increased amount will not be paid. Instead we will pay:

- a. an amount equal to all contributions paid for the increased amount, without interest, plus
- b. an amount equal to the amount of LIFE BENEFITS (On Account of Dependents) that was in effect on the day before the effective date of such increased amount,

as set forth in Section B, Payment of Benefits.

Form G.23000-7C

**ACCELERATED BENEFITS
(On Account Of Your Dependent Spouse)**

A. Definitions

"Meets the Requirements" means:

1. your Dependent spouse's life span is drastically limited; and
2. your Dependent spouse is expected to die within 6 months; and
3. your Dependent spouse is not expected to recover.

These must be certified by a Doctor and accepted by us.

B. Coverage

We will pay Accelerated Benefits to you if:

1. you apply for Accelerated Benefits while LIFE BENEFITS (On Account of Dependents) on account of your spouse are in effect; and
2. your Dependent spouse Meets the Requirements while you are covered for LIFE BENEFITS (On Account of Dependents) on account of your spouse; and
3. you request payment of Accelerated Benefits while LIFE BENEFITS (On Account of Dependents) on account of your spouse are in effect.

Accelerated Benefits are payable only once.

Payment of Accelerated Benefits will reduce the amount of LIFE BENEFITS (On Account of Dependents) on account of your spouse and the amount available for your Dependent spouse to convert to a personal policy of life insurance under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE LIFE OF A DEPENDENT.

C. Proof

Accelerated Benefits will be payable when we receive proof that your Dependent spouse Meets the Requirements.

Proof must be given to us. The proof must be in a form that is satisfactory to us. We have no duty to ask for any proof. Any delay in submitting proof will not cause a claim to be denied so long as the proof is given as soon as reasonably possible.

At the time that such proof is given, we may have your Dependent spouse examined by Doctors of our choice, at our expense.

D. Amount

The amount of Accelerated Benefits payable is:

1. up to 50% of your LIFE BENEFITS (On Account of Dependents) on account of your spouse as shown in the SCHEDULE OF BENEFITS

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a discount for the mortality and interest (*) for the actuarially determined life span, and

MINUS

an administrative charge; and

2. determined as of the date we accept certification that your Dependent spouse Meets the Requirements; and
3. no more than \$250,000.

(*) The interest rate used shall be the Moody's Corporate Bond Yield Averages - Monthly Average Corporates - published by Moody's Investors Service, Inc., or any successor thereto for the calendar month ending two months before the date you apply for an Accelerated Benefit.

If the LIFE BENEFITS (On Account of Dependents) on account of your spouse will reduce within 6 months of such certification date,

the Accelerated Benefits payable will be up to 50% of such reduced amount.

Accelerated Benefits will be payable if you are living when payment is made.

For Texas Residents: Upon receipt of your claim form we will send you a Preadjudication letter containing specific information on the payment you requested. Such information will include the amount of payment which will be made and the amount of Dependent Life Benefit remaining after payment of the Accelerated Benefit.

E. Exclusions

Accelerated Benefits will not be payable if the amount of LIFE BENEFITS (On Account of Dependents) on account of your spouse is less than \$10,000.

Form G.23000-36A

**RIGHT TO OBTAIN A PERSONAL POLICY
OF LIFE INSURANCE ON THE LIFE
OF A DEPENDENT**

A. Application

We will issue a personal policy of life insurance without disability or accidental death benefits to a Dependent if that Dependent applies for it in writing during the Application Period. The Application Period is the 31 day period after the date the Life Benefits on that Dependent end because:

1. your employment ends or you are no longer in a class which remains eligible for Dependent Life Benefits; or
2. This Plan ends, but only if the Life Benefits on that Dependent had been in effect under This Plan for at least 5 years; or
3. This Plan is changed to end the Dependent Life Benefits for your class, but only if the Life Benefits on that Dependent had been in effect under This Plan for at least 5 years; or
4. you die; or
5. the Dependent no longer qualifies as a Dependent as defined in DEFINITIONS OF CERTAIN TERMS USED HEREIN.

For New Hampshire residents. If the Dependent is not given notice, in writing, of the Right To Obtain A Personal Policy of Life Insurance On The Life of A Dependent at least 15 days before the end of the Application Period, that Dependent will have additional time in which to apply. The Dependent will then

have 15 days from the date the Dependent is given the notice in which to apply.

Proof that the Dependent is insurable is not required by us.

B. Conditions

The personal policy will be issued to the Dependent subject to these conditions:

1. it will be on one of the forms then usually issued by us, except term insurance; and
2. it will not take effect until after the Application Period ends; and
3. the premium for the policy will be based on:
 - a. the class of risk to which the Dependent belongs; and
 - b. the Dependent's age on the effective date of the policy; and
 - c. the form and the amount of the policy; and
4. if item A(2) or A(3) applies to the Dependent, the amount of the policy will not be more than the lesser of:
 - a. the amount of Life Benefits on that Dependent on the date the Life Benefits end, less any amount of life insurance on the life of that Dependent for which you or the Dependent may be eligible under any group policy which takes effect within 31 days after the Life Benefits on that Dependent end; and
 - b. \$10,000; and
5. if an item in paragraph A, other than item A(2) or A(3), applies to the Dependent, the amount of the policy will not be more than the amount of Life Benefits on that Dependent on the date the Life Benefits end.

C. If the Dependent Dies During the Application Period

If the Dependent dies during the Application Period, we will pay a death benefit. The payment of the death benefit will be in the same manner as if the Life Benefits on that Dependent had been in effect on the date of that Dependent's death. The amount of the death benefit will be the highest amount of life insurance, pursuant to item B(4) or B(5) for which a personal policy could have been issued. This death benefit will be paid even if the Dependent did not apply for a personal policy.

Form G.23000-7A

ACCIDENTAL DEATH OR DISMEMBERMENT BENEFITS

A. Coverage

We will pay Accidental Death or Dismemberment Benefits for a Covered Loss shown in Section C if:

1. you are injured in an accident which occurs while you are covered for Accidental Death or Dismemberment Benefits; or
2. a Dependent is injured in an accident which occurs while Accidental Death or Dismemberment Benefits are in effect for that Dependent;

and if, in either case:

- a. that accident is the sole cause of the injury; and
- b. that injury is the sole cause of that Covered Loss; and
- c. that Covered Loss occurs not more than one year after the date of that accident.

In addition, we will pay Accidental Death or Dismemberment Benefits for a Covered Loss shown below:

1. Exposure Benefit

We will pay an amount equal to the Full Amount, shown in section B, for the loss of life of a Covered Person if:

- a.** such loss of life results from unavoidable exposure to the elements; and
- b.** after one year, such Covered Person's body has not been found after the conveyance in which such Covered Person was traveling:
 - i.** disappeared;
 - ii.** made a forced landing;
 - iii.** sank; or
 - iv.** was wrecked.

2. Seat Belt Benefit

We will pay an amount equal to 10% of the Full Amount shown in section B for the loss of a Covered Person's life that results from injuries sustained while driving or riding in a private Passenger Car if such Covered Person's Seat Belt was properly fastened; but the amount payable will not: (a) exceed \$25,000; nor (b) be less than \$1,000.

Passenger Car means any validly registered four-wheel private Passenger Car. It does not include:

- a.** any commercially licensed car; or
- b.** a private Passenger Car which is being used for commercial purposes.

"Seat Belt" means:

- a. any child restraint device which meets the definition of the state law; or
- b. any other restraint device which:
 - i. meets published federal safety standards;
 - ii. has been installed by the car manufacturer; and
 - iii. has not been altered after such installation.

The correct position of the Seat Belt must be certified by the investigating officer. A copy of the police report must be submitted with the claim.

We will not pay a Seat Belt Benefit if the Covered Person was driving while under the influence of alcohol or drugs.

3. Hospital Benefit

If, as a result of an accident, a Covered Person is confined in a Hospital, we will pay during such confinement, after a four day waiting period a monthly amount equal to 1% of the Full Amount shown in section B, but not more than \$2,500 per month.

In no case will such benefit be payable for:

- a. the first four days of a Hospital confinement; or
- b. more than 12 months during a period of Hospital confinement.

Payments for periods less than a full month will be made on a pro-rata basis.

4. Training Benefit for a Dependent Spouse

If you die as a result of an accident while your Dependent spouse is enrolled in an accredited school for the purpose of training or refreshing skills needed for employment, we will

pay the actual cost incurred for enrolling for one year in such school, up to a maximum of \$5,000.

5. Education Benefit for Dependent Children

If you die as a result of an accident, we will pay on account of each Dependent child an annual amount equal to 2% of the Full Amount shown in section B, but not more than \$5,000 per year, if such child, on the date of the accident, was:

- a.** enrolled as a full-time student in a college, university or vocational school above the 12th grade level; or
- b.** at the 12th grade level and subsequently enrolls as a full-time student in a college, university or vocational school within 365 days following the date of the accident.

The Education Benefit for Dependent Children is payable for a maximum of four consecutive years as long as the Dependent child remains such a full-time student.

If there are no Dependent children who qualify for the Education Benefit for Dependent Children on the date of your death, we will pay an additional benefit of \$1,000 to your Beneficiary.

6. Child Care Center Benefit

If you die as a result of an accident, we will pay on account of each Dependent child who:

- a.** is 12 years of age or under on the date of the accident; and
- b.** was enrolled in a Child Care Center on the date of the accident;

an annual amount equal to the lesser of:

- a.** 3% of the Full Amount shown in section B; and

- b. the actual amount of Child Care Center Benefit costs incurred;

however, in no event will such amount be more than \$5,000 per year.

The Child Care Center Benefit is payable for a maximum of four consecutive years as long as the Dependent child remains:

- a. enrolled in a Child Care Center; and
- b. 12 years of age or under.

If there are no Dependent children who qualify for the Child Care Center Benefit on the date of your death, we will pay an additional benefit of \$1,000 to your Beneficiary.

Child Care Center means a facility which:

- a. is operated and licensed according to state law, and
- b. provided care and supervision for children in a group setting on a regular, daily basis.

Child Care Center Benefits will be paid to any person or persons who have incurred Child Care Center expenses on account of the Dependent child.

B. Maximum Benefit for All Covered Losses in Each Accident

For all Covered Losses caused by all injuries which:

- 1. you sustain in one accident; or
- 2. a Dependent sustains in one accident;

not more than the Full Amount will be paid.

Full Amount means the amount of Accidental Death or Dismemberment Benefits:

- 1. for which you are covered on the date of your accident; or

2. that is in effect for that Dependent on the date of that Dependent's accident.

C. Table of Covered Losses and Benefit Amounts

Covered Losses (Subject to Exclusions)	Benefit Amounts
Life	Full Amount
A hand	One-half of the Full Amount
A foot	One-half of the Full Amount
Sight of an eye	One-half of the Full Amount
Any combination of a hand, a foot or sight of an eye	Full Amount
Thumb and Index finger of same hand	One-quarter of the Full Amount
Speech and hearing	Full Amount
Speech or hearing in both ears	One-half of the Full Amount
Quadriplegia	Full Amount
Paraplegia	One-half of the Full Amount
Hemiplegia	One-half of the Full Amount

Loss of sight of an eye means that the eye is entirely blind and that no sight can be restored in that eye.

Loss of a hand means that all of the hand is cut off at or above the wrist.

Loss of a foot means that all of the foot is cut off at or above the ankle.

Loss of thumb and index finger means actual severance through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech and hearing means the entire and irrecoverable loss which has lasted continuously for 12 consecutive months following the injury.

Quadriplegia means total paralysis of both upper and lower limbs.

Paraplegia means total paralysis of both lower limbs.

Hemiplegia means total paralysis of upper and lower limbs on one side of the body.

Paralysis means loss of use, without severance, of a limb. Paralysis must be determined by competent medical authority to be permanent, complete and irreversible.

D. Exclusions

We will not pay for any Covered Loss shown in Section C if it in any way results from, or is caused or contributed to by:

1. physical or mental illness, diagnosis of or treatment for the illness; or
2. suicide or attempted suicide; or
3. injuring oneself on purpose; or
4. the use of any drug or medicine; or
5. a war, or a warlike action in time of peace, including terrorist acts; or
6. committing or trying to commit a felony or other serious crime or an assault; or
7. any poison or gas, voluntarily taken, administered or absorbed; or
8. service in the armed forces of any country or international authority, except the United States National Guard; or
9. operating, learning to operate, or serving as a member of a crew of an aircraft; or while in any aircraft operated by or under any military authority (other than the Military Airlift Command); or while in any aircraft being used for a test or experimental purposes; or while in any aircraft used or designed for use beyond the Earth's atmosphere; or while in any aircraft for the purpose of descent from such aircraft while in flight (except for self preservation); or

10. driving a vehicle while intoxicated as defined by the laws of the jurisdiction in which the vehicle was being operated.

E. Payment of Benefits

The Accidental Death or Dismemberment Benefits for a Covered Loss will be paid when we receive notice and satisfactory proof of that loss.

Accidental Death or Dismemberment Benefits will be paid:

1. to your Beneficiary for the loss of your life; and
2. to you for any other Covered Loss sustained by you; and
3. to you for the loss of life of a Dependent, if you survive the Dependent; the benefits will be paid to your estate if:
 - a. that Dependent dies at the same time your death occurs; or
 - b. that Dependent dies within 24 hours of your death;in any other instance the benefits will be paid to that Dependent's estate; and
4. to you for any other Covered Loss sustained by a Dependent, if you survive that Dependent; otherwise the benefits will be paid to that Dependent.

Training Benefit for a Dependent Spouse will be paid to your Dependent Spouse.

Education Benefit for Dependent Children will be paid to each Dependent child.

Child Care Center Benefit will be paid to any person or persons who have incurred Child Care Center Benefits on account of the Dependent child.

The Child Care Center Benefit will be payable on a quarterly basis, with the first quarter beginning on the first day of the month following the date of your death, and with the first benefit being payable at the end of the first quarter.

F. Optional Types of Payment

Payment of any amount of Accidental Death or Dismemberment Benefits for loss of life may be made in installments. Details on the payment options may be obtained from the Employer.

Form G.23000-4L

BENEFICIARY

A. Your Beneficiary

The "Beneficiary" is the person or persons you choose to receive any benefit payable because of your death.

You make your choice in writing on a form approved by us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with the Employer. You do not need the consent of the Beneficiary to make a change. When the Employer receives a form changing the Beneficiary, the change will take effect as of the date you signed it. The change of Beneficiary will take effect even if you are not alive when it is received.

A change of Beneficiary will not apply to any payment made by us prior to the date the form was received by the Employer.

Your choice of a Beneficiary for a personal policy issued under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE will be effective for This Plan.

B. More Than One Beneficiary

If, when you die, more than one person is your Beneficiary, they will share in the benefits equally, unless you have chosen otherwise.

C. Death of a Beneficiary

A person's rights as a Beneficiary end if:

1. that person dies before your death occurs; or
2. that person dies at the same time your death occurs; or
3. that person dies within 24 hours of your death.

The share for that person will be divided among the surviving persons you have named as Beneficiary, unless you have chosen otherwise.

D. No Beneficiary at Your Death

If there is no Beneficiary at your death for any amount of benefits payable because of your death, that amount will be paid to one or more of the following persons who are related to you and who survive you:

- | | |
|------------|------------------------|
| 1. spouse; | 3. parent; |
| 2. child; | 4. brother and sister. |

However, we may instead pay all or part of that amount to your estate.

Any payment will discharge our liability for the amount so paid.

Form G.23000-G

**CLAIM PROCEDURE FOR
ACCIDENTAL DEATH OR DISMEMBERMENT BENEFITS**

A. When Notice of Claim Must be Given

Written notice of a claim must be given to us for Accidental Death or Dismemberment Benefits within 20 days after the date of the accident which caused the loss.

B. Claim Forms

When we receive written notice of a claim, we may furnish printed forms for filing proof of the claim. If we do not furnish printed forms within 15 days after you give us notice, you must furnish your own form of proof in writing.

Proof must describe the event, the nature and the extent of the cause for which a claim is made; it must be satisfactory to us.

C. When Proof of Claim Must Be Given

Written proof of a claim must be given to us not later than 90 days after the date of the loss, in the case of Accidental Death or Dismemberment Benefits.

D. Late Notice or Proof

If notice or proof is not given on time, the delay will not cause a claim to be denied or reduced as long as the notice or proof is given as soon as possible.

E. Time Limits on Starting Lawsuits

No lawsuit may be started to obtain benefits until 60 days after proof is given.

No lawsuit may be brought after the expiration of the applicable statute of limitations from the time proof must be given.

F. Medical Examinations

While a claim is pending, we, at our expense, have the right to have you examined by Doctors of our choice when and as often as we reasonably choose.

G. Autopsy

If Accidental Death or Dismemberment Benefits are claimed, we, at our expense, have, in the case of death, the right to have an autopsy made where it is not against the law.

Form G.23000-H3

WHEN BENEFITS END

- A.** All of your benefits will end on the date your employment ends. Your employment ends when you cease Active Work as an Employee. However, for the purpose of benefits, the Employer may deem your employment to continue for certain absences. See **CONDITIONS UNDER WHICH YOUR ACTIVE WORK IS DEEMED TO CONTINUE.**
- B.** If This Plan ends in whole or in part, your benefits which are affected will end.
- C.** Your Dependent Life Benefits will end on the earliest of:

 - 1. with respect to your Dependent spouse, the date such Dependent spouse attains age 70; or
 - 2. the date that the Dependent ceases to be your Dependent; or
 - 3. the date you retire, as determined by the Employer; or
 - 4. the date of your death.
- D.** If a Covered Person does not make a payment which is required by the Employer to the cost of any benefits, those benefits will end;

they will end on the last day of the period for which a payment required by the Employer was made.

The end of any type of benefits on account of a Covered Person will not affect a claim which is incurred before those benefits ended.

PORTABILITY

For purposes of this subsection, the term "Portability Eligible Insurance for you" refers to Optional Life Insurance and Accidental Death or Dismemberment Benefits.

If insurance is in effect on account of a Dependent, the term "Portability Eligible Dependent Insurance" refers to Life Insurance for Your Dependents.

1. You may request in writing during the Request Period specified below to continue Portability Eligible Insurance for you and Portability Eligible Dependent Insurance under another group policy if such insurance ends because:
 - your employment ends; or
 - you cease to be in a class that is eligible for such insurance.

2. Your Dependent Spouse may request in writing during the Request Period specified below to continue Portability Eligible Dependent Insurance on their life under another group policy if such insurance ends because:
 - you die; or
 - your marriage ends in divorce or annulment.

If a request is made under this subsection, we will issue a new certificate of insurance which will explain the new insurance benefits. The insurance benefits under the new certificate may not be the same as those that ended under the Group Policy.

A request for portability may be made, if on the date of the request, the following requirements are met:

- the Group Policy is in effect;
- We have not received notice from the Employer of its intent to end the Group Policy;
- no application has been made to convert the insurance that is to be continued to an individual policy of life insurance as provided in the section entitled RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE or the section entitled RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE LIFE OF A DEPENDENT; and

- The person making the request resides in a jurisdiction that permits portability.

Request Period

To continue Portability Eligible Insurance for you and/or Portability Eligible Dependent Insurance under a different group policy, we must receive a completed request form within the Request Period described below.

If written notice of the option to continue Portability Eligible Insurance for you and/or Portability Eligible Dependent Insurance is given within 15 days before or after the date such insurance ends, the Request Period begins on the date the insurance ends and expires 31 days after such date.

If written notice of the option to continue Portability Eligible Insurance for you and/or Portability Eligible Dependent Insurance is given more than 15 days after but within 90 days of the date such insurance ends, the Request Period begins on the date the insurance ends and expires 45 days after the date of the notice.

If written notice of the option to continue Portability Eligible Insurance for you and/or Portability Eligible Dependent Insurance is not given within 90 days after the date such insurance ends, the Request Period begins on the date the insurance ends and expires at the end of such 90 day period.

Amount of the New Certificate

The maximum amount of Optional Life Insurance which may be continued is the lesser of:

- The total amount of all such insurance for you in effect immediately prior to the date it ends; and
- **\$1,000,000.**

The maximum amount of Accidental Death or Dismemberment Benefits which may be continued is the lesser of:

- The amount of such insurance for you in effect immediately prior to the date it ends; and
- **\$1,000,000.**

The maximum amount of Dependent Life Insurance which may be continued is:

- If you are making the request to continue Portability Eligible Dependent Life Insurance, the lesser of:
 - the amount of such insurance in effect immediately prior to the date it ends; and,
 - the amount of Portability Eligible Life Insurance which is being continued.
- If your Dependent is making the request to continue Portability Eligible Dependent Life Insurance, the amount of such insurance in effect immediately prior to the date it ends.

Right to Convert Life Insurance Amounts Not Continued

Any amount of Life Insurance not continued under this subsection may be converted under the section entitled RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE or the section entitled RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE LIFE OF A DEPENDENT.

Premiums for the New Certificate.

When a request to continue Portability Eligible Insurance for you and/or Portability Eligible Dependent Insurance is made under this subsection, the first premium must be paid during the Request Period. All premium payments must be made directly to us. When we issue the new certificate, we will also provide a schedule of premiums and payment instructions.

If You Die Within 31 Days of the Date Your Life Insurance Ends

If you die within 31 days of the date your life insurance ends and we have not received an application for a new certificate under this section, we will pay Life Insurance in accordance with the section entitled RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE. If an application for a new certificate was received by us during such time period, we will only pay benefits for the Portability Eligible Insurance for which you applied for in accordance with this subsection.

If Your Dependent Dies During the Request Period

If your Dependent dies during the Request Period and an application for a new certificate was not received by us during the Request Period, we will pay Life Insurance in accordance with the section entitled RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE LIFE OF A DEPENDENT. If an application for a new certificate was received by us during the Request Period, we will only pay benefits for the Portability Eligible Dependent Insurance applied for in accordance with this subsection.

If You are Totally Disabled on the Date Your Employment Ends.

If you are Totally Disabled on the date your employment ends and you elect to continue Portability Eligible Insurance for you as provided in this subsection, you may at a later date become approved for the continuation of such insurance under the section entitled CONTINUED DEATH BENEFITS DURING TOTAL DISABILITY. If you are so approved, any insurance described in, applied for, or issued under this subsection will end and we will return any premium paid by you for such insurance.

OPTION TO CONVERT

In addition to the continuation of insurance option described above, you may have the right to convert to a policy of individual life insurance. We urge you to read the section entitled RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE or the section entitled RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE LIFE OF A DEPENDENT.

CONDITIONS UNDER WHICH YOUR ACTIVE WORK IS DEEMED TO CONTINUE

If you are not Actively at Work as an Employee because of a situation set forth below, the Employer may deem you to be in Active Work as an Employee only for the purpose of continuing your employment and only for the periods specified below in order that certain of your benefits under This Plan may be continued.

All such benefits will be subject to prior cessation as set forth in WHEN BENEFITS END.

In any case, the benefits will end on:

1. the date the Employer notifies us that your benefits are not to be continued; or
2. the end of the last period for which the Employer has paid premiums to us for your benefits.

Your Sickness or Injury, Your Leave of Absence, Your Lay Off

With respect to all Personal Benefits and all Dependent Benefits, the period determined in accordance with the Employer's general practice for an Employee in your job class.

However, in the event the leave qualifies under the Family and Medical Leave Act of 1993 (FMLA), the period cannot be longer than 12 weeks in any 12 month period following the date the leave of absence begins.

Your Retirement

With respect to all Personal Benefits on and after the date of your retirement, for the period determined in accordance with the Employer's general practices for an Employee in your job class.

Form G.23000-L

NOTICES

This certificate is of value to you. It should be kept in a safe place. Your Beneficiary should know where the certificate is kept.

As soon as your benefits end, you should consult your Employer to find out what rights, if any, you may have to continue your protection.

If you or your Dependents had coverage under a prior plan of benefits, please consult your Employer to determine if there are any additional provisions which affect your benefits under This Plan.

Our Home Office is located at One Madison Avenue, New York, New York 10010.

Form G.23000-E

**THIS IS THE END OF THE CERTIFICATE. THE FOLLOWING IS
ADDITIONAL INFORMATION.**

