



Combined Insurance Company of America

111 East Wacker Drive, Suite 700
Chicago, IL 60601
1-800-544-9382

GROUP VOLUNTARY TERM LIFE INSURANCE CERTIFICATE

THE ACCELERATED DEATH BENEFIT PAYS ALL OR A PORTION OF THE LIFE INSURANCE BENEFIT IN THE EVENT OF TERMINAL ILLNESS. THE LIFE INSURANCE BENEFIT WILL BE REDUCED BY THE AMOUNT OF THE ACCELERATED DEATH BENEFIT, WHEN IT IS PAID.

POLICYHOLDER: Dripping Springs Independent School District
POLICY NUMBER: 100000134
POLICY EFFECTIVE DATE: 09/01/2023
GOVERNING JURISDICTION: Texas

Life insurance pays a benefit in the event of death.

For purposes of effective dates and ending dates under the Certificate, all days begin at 12:01 a.m. Standard Time at the Policyholder's address and end at 12:00 midnight Standard Time at the Policyholder's address.

This is Your Certificate as long as You are eligible for coverage and You become insured. Your benefits and rights under the Policy will not be less than those stated in this Certificate. **We certify that You are insured for the benefits described in this Certificate, subject to the provisions of this Certificate.** If the terms and provisions of the Certificate (issued to You) are different from the Policy (issued to the Policyholder), the Policy will govern. Your coverage may be canceled or changed under the terms and provisions of the Policy. Contact the Policyholder if You wish to inspect a copy of the Policy.

READ YOUR CERTIFICATE CAREFULLY AND KEEP IT IN A SAFE PLACE. INSURANCE BENEFITS MAY BE SUBJECT TO CERTAIN REQUIREMENTS, REDUCTIONS, LIMITATIONS AND EXCLUSIONS.

The Policy is delivered in and is governed by the laws of the Governing Jurisdiction.

Accelerated Death Benefits offered under this contract may or may not qualify for favorable tax treatment under the Internal Revenue Code of 1986. Whether such benefits qualify depends on factors such as your life expectancy at the time benefits are accelerated or whether You use the benefits to pay for necessary long-term care expenses, such as nursing home care. If the acceleration-of-life-insurance benefits qualify for 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 federal law.

RECEIPT OF ACCELERATED DEATH BENEFITS MAY AFFECT YOU, YOUR SPOUSE OR YOUR 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 A PAYMENT WILL AFFECT YOU, YOUR SPOUSE AND YOUR FAMILY'S ELIGIBILITY FOR PUBLIC ASSISTANCE.

Signed by:

Brandon Peene, Secretary

Richard Williams, President

TABLE OF CONTENTS

	<u>PAGE NUMBER</u>
COVER PAGE	1
TABLE OF CONTENTS	2
BENEFITS SCHEDULE	3
LIFE INSURANCE	4
DEFINITIONS	6
ELIGIBILITY AND EFFECTIVE DATES FOR INSURANCE	10
LIFE INSURANCE CONTINUATION	15
LIFE INSURANCE CONVERSION	18
LIFE INSURANCE PORTABILITY	20
BENEFIT INFORMATION	23
EXCLUSIONS AND LIMITATIONS	25
GENERAL PROVISIONS	26
CLAIM PROVISIONS	28

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

ACE Property & Casualty Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: 1-866-445-8874

Online: www.chubb.com

Email: ChubbUSCustomerServices@chubb.com

**¿Tiene una queja o
necesita ayuda?**

Si tiene un problema con una reclamación o con

Mail: P. O. Box 6703
Scranton, PA 18505-0703

**The Texas
Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A
P.O. Box 149091
Austin, TX 78714-9091

Correo electrónico:

su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

ACE Property & Casualty Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: al 1-866-445-8874

En línea: www.chubb.com

ChubbUSCustomerServices@chubb.com

Dirección postal: P. O. Box 6703
Scranton, PA 18505-0703

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico:

ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A
P.O. Box 149091
Austin, TX 78714-9091

BENEFITS SCHEDULE

Life insurance pays a death benefit to Your Beneficiary in the event of Your death. The amount Your Beneficiary receives is based on the amount of coverage in effect just prior to the date of Your death according to the terms and provisions of the Policy. You also have the opportunity to buy coverage for Your Dependents.

NAME OF EMPLOYER: Dripping Springs Independent School District

POLICY NUMBER: 100000134

ELIGIBLE CLASS:

Class 1: All Employees Actively at Work in the United States with the Employer

You must be an Employee of the Employer and in an Eligible Class.

All Insureds who have exercised the right to continue insurance under the Policy according to the PORTABILITY provision.

ELIGIBLE DEPENDENTS:

You may cover Your Spouse as a Dependent even if Your Spouse is enrolled for coverage as an Employee.

Your Child, from live birth to age 26.

Your Child age 26 or over is eligible, provided he or she is unable to earn a living because of a physical or mental disability and You are the main source of support and maintenance.

We must receive proof of Your Child's continued eligibility within 31 days after the date the Child attains the age limit for a Child to be covered under the policy, and at reasonable intervals after such date.

MINIMUM HOURS REQUIREMENT:

15 hours per week

WAITING PERIOD:

For persons in an Eligible Class on or before the Policy effective date: None

For persons entering an Eligible Class after the Policy effective date: First of the month coincident with or next following the date You begin Actively at Work

REHIRE:

If Your employment ends and You are rehired within 12 months Your previous work while in an Eligible Class, will apply toward the Waiting Period. All other Policy provisions apply.

PLAN TYPE: Contributory – You are required to make payments for the cost of insurance.

WHO PAYS FOR THE COVERAGE:

For You: You pay for the cost of Your coverage.

For Your Dependents: You pay for the cost of Your Dependent coverage.

BENEFITS SCHEDULE (LIFE INSURANCE)

VOLUNTARY LIFE INSURANCE:

Employee Voluntary Life insurance:	You pay for the cost of Your coverage.
Spouse Voluntary Life insurance:	You pay for the cost of Your Spouse's coverage.
Child Voluntary Life insurance:	You pay for the cost of Your Child's coverage.

CONTINUATION OF LIFE INSURANCE AND WAIVER OF PREMIUM WHILE YOU ARE TOTALLY DISABLED ("WAIVER OF PREMIUM BENEFIT"):

Elimination Period: 9 consecutive months

The Elimination Period begins on the first day of Your Total Disability.

Waiver of Premium Benefits begin the day after We approve Your claim, and the Elimination Period is completed.

Maximum Benefit Period: To age 70.

LIFE INSURANCE BENEFIT AMOUNT

VOLUNTARY LIFE INSURANCE

BENEFIT AMOUNT

Employee Voluntary Life insurance:	The amount You elected on Your most recent Enrollment Form, as approved by Us and for which Premium is paid. Benefit amounts must be elected in increments of \$10,000.
Minimum Benefit	\$10,000
Guarantee Issue Amount:	\$300,000
Maximum Benefit:	\$500,000
Spouse Voluntary Life insurance:	The amount You elected on Your most recent Enrollment Form, as approved by Us and for which Premium is paid. Benefit amounts must be elected in increments of \$10,000.
Minimum Benefit	\$10,000
Guarantee Issue Amount:	\$50,000
Maximum Benefit:	\$500,000

Child Voluntary Life insurance:

Age: Live birth to 6 months:	\$1,000
Age: 6 months to age 26:	\$10,000
Maximum Benefit:	\$10,000

The amount of Life insurance for a Dependent will not be more than 100% of Your amount of Life insurance.

REDUCTION SCHEDULE:

For You:

If You have reached age 70 Your amount of Life insurance will be reduced to 50% of the amount of Life insurance You had prior to age 70.

If Your Life insurance reduces based on the above schedule, there will be no further increases in Your amount of Life insurance.

For Your Spouse:

The amount of Your Spouse's Life insurance will reduce to the same percentage and at the same time Your Life insurance reduces.

If Your Spouse's Life insurance reduces based on the above schedule, there will be no further increases in Your amount of Life insurance.

The reduction will take effect on the Policy Anniversary Date coincident with or following the date You attain the age(s) as described above.

DEFINITIONS

ACCREDITED INSTITUTION means any university, college or trade school, which is accredited by a regional accrediting agency that is recognized by the United States Department of Education.

ACTIVELY AT WORK means You are working for Your Employer for earnings that are paid regularly and that You are performing the material and substantial duties of Your regular occupation. You must be working at least the minimum number of hours as described under the MINIMUM HOURS REQUIREMENT in the BENEFITS SCHEDULE.

To be Actively at Work, Your work site must be:

1. Your Employer's usual place of business; or
2. an alternative work site at the direction of Your Employer, including Your home; or
3. a location to which Your job requires You to travel.

We will consider You to be Actively at Work on weekends, holidays, and planned vacations that Your Employer has approved in advance and during a temporary business closure not to exceed 30 days if You were Actively at Work on the last scheduled work day immediately prior to such time off. A temporary business closure includes a closure due to inclement weather, power outage or public health agency orders.

Temporary workers are excluded from coverage. Seasonal workers are excluded from coverage.

ANNUAL EARNINGS means Your gross annual income received from Your Employer as of the date of Your Annual Enrollment. It includes Your total income before taxes and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It includes stipends paid for participating as a coach or a leader in any school extracurricular activity for which You are paid. It does not include income received from car, housing or moving allowances, commissions, bonuses, overtime pay, shift differential, Employer contributions to a qualified deferred compensation plan, any other extra compensation, or income received from sources other than Your Employer.

ANNUAL ENROLLMENT PERIOD means the 60 day period just prior to a Policy Anniversary Date.

BENEFICIARY means the person(s) to whom We will pay the Life Insurance Benefit in accordance with the BENEFICIARY DESIGNATION provision.

CERTIFICATEHOLDER means the person who is eligible for benefits provided by the Policyholder's Policy and who has received a Certificate.

CHANGE IN STATUS means a Change in Status as defined in the regulations under Internal Revenue Code Section 125 unless Your Employer's cafeteria policy document or human resources policy contains more restrictive provisions. In that event Your Employer may restrict the situations where You can change Your coverage.

CHILD or CHILDREN means an individual who is under age 26 and is:

1. the Employee's biological child from live birth to under age 26;
2. the Employee's legally adopted child including any child placed with You for adoption or who is the subject of a suit for adoption;
3. the Employee's foster child from the time he or she is placed in the home by a licensed agency;
4. the Employee's stepchild;
5. the child of the Employee's Civil Union partner;
6. the child of the Employee's Domestic Partner;
7. a child under a court appointed guardianship or medical support order; or
8. Your biological or adopted grandchild who is younger than 26 and Your dependent for federal income tax purposes at the time application for coverage for such child is made. Coverage for such child will not be terminated solely because the covered grandchild is no longer a dependent for federal income tax purposes.

In addition to the Children described above, any other child over whom the Employee has legal custody or legal guardianship or with whom the Employee has a legal relationship, or a blood relationship may be covered to the same extent as a Child under this Certificate, provided the child depends on the Employee for most of his or her support and maintenance and resides in the Employee's household. A Child also includes any child required to be recognized as a Child under the laws of the state where the Policy and/or Certificate is delivered. We reserve the right to require that the Employee provide Proof of legal custody,

legal guardianship, support and maintenance, residency in the Employee's household, blood relationship or legal relationship.

A Child also includes any child, regardless of age, who is incapable of self-sustaining employment by reason of mental or physical disability and became so incapacitated prior to age 26. Proof of disability must be sent to Us within 31 days after the child attains age 26, and at reasonable intervals at Our request, but not more often than annually after the two-year period following the child's 26th birthday.

Any coverage provided to Children under this Certificate shall continue after age 26 while such child remains incapable of self-sustaining employment because of the disability and otherwise continues to meet the definition of Child.

CONTRIBUTORY INSURANCE means insurance for which the Policyholder requires the Insured to pay all or a portion of the Premium. The Certificate specifies who pays the cost of the coverage.

DEPENDENT means Your Spouse and/or Child.

EMPLOYEE means a person who is Actively at Work with the Employer in the United States.

EMPLOYER means the Policyholder and includes any division, subsidiary, or affiliated company named in the Policy.

ENROLLMENT FORM means the application, approved by Us, that You complete and submit to Us to apply for coverage under the Policy.

EVIDENCE OF INSURABILITY means a statement of Your or Your Dependent's medical history that We will use to determine if You or Your Dependent are approved for coverage. Evidence of Insurability will be provided at Our expense.

EVIDENCE OF INSURABILITY FORM means the portion of the Enrollment Form that You complete and submit to Us that contains a statement of Your or Your Dependent's medical history.

FULL-TIME STUDENT means Your Child under the age of 26 who is attending an Accredited Institution beyond the 12th grade level on a full-time basis.

FUNERAL EXPENSE means services and materials provided by an undertaker, crematorium or funeral home relative to the burial of the deceased and the costs incurred for the purchase of a cemetery plot, tomb or mausoleum for the burial or interment of the deceased, including plaque, tombstone or monument.

GRACE PERIOD means the 60 day period following the Premium due date during which Premium payment for the Policy may be made by the Policyholder.

HOSPITAL, HEALTH FACILITY or INSTITUTION means an accredited facility licensed to provide care and treatment for the Total Disability.

INJURY means an Accidental Bodily Injury sustained by an Insured that is a direct result of an Accident, independent of disease or bodily or mental illness or infirmity or any other cause. The injury must occur while the insurance benefit for which a claim is being made is in force for the Insured.

INSURED or INSURED PERSON means a person who is eligible for the coverage under the Policy, becomes covered according to the terms of the Policy, and whose coverage remains in effect according to the terms of the Policy.

LEAVE OF ABSENCE means You are not Actively at Work for a period of time that has been agreed to in advance in Writing by Your Employer. Your normal vacation time or any period You are not Actively at Work due to Sickness or Injury is not considered a leave of absence.

MATERIAL AND SUBSTANTIAL DUTIES means duties that:

1. are normally required for the performance of Your Regular Occupation; and
2. cannot be reasonably omitted or modified, except that if You are required to work on average in excess of 40 hours per week, We will consider You able to perform that requirement if You have the capacity to work 40 hours per week.

PAYABLE CLAIM means a claim for which We are liable under the terms of the Policy.

PHYSICIAN means:

1. a person performing tasks that are within the limits of his or her medical license; and
2. a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
3. a person with a Doctoral degree in Psychology (Ph. D. or Psy. D.) whose primary practice is treating patients; or
4. a person who is a legally qualified medical practitioner according to the laws and regulations of the Governing Jurisdiction.

We will not recognize You or Your family members, including but not limited to, Spouse, Children, parents, including in-laws, or siblings, including in-laws, a business or professional partner, or any person who has a financial affiliation or business interest with You as a Physician for a claim that You send to Us.

POLICY MONTH means the month that begins on the effective date of the Policy. Subsequent Policy Months will begin on the same day of each subsequent calendar month.

POLICYHOLDER means the Employer to whom the Policy is issued and who sponsored the coverage for its Employees.

PREMIUM means the amount the Policyholder will pay to Us for the insurance provided under the Policy.

PROOF OF LOSS means Written evidence of loss satisfactory to Us, as described in the CLAIM PROVISIONS section.

REGULAR OCCUPATION means the occupation You are routinely performing when Your Total Disability begins. We will look at Your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific Employer or at a specific location.

SICKNESS means an illness, disease or physical condition. Total Disability resulting from the sickness must begin while You are covered under the Policy.

SPOUSE means Your lawful Spouse or any other person required to be covered as Your Spouse under the civil union, domestic partnership, marriage or other family or domestic relations law of the Governing Jurisdiction.

If You reside in a State different from the Governing Jurisdiction of the Policy, the Certificate shall, if required, comply with the applicable civil union, domestic partnership, marriage or other family or domestic relations law of the State in which You reside.

If it is not required by law to extend coverage under the Policy to a domestic partner; however, Your Employer's human resource policy permits You to elect coverage for a domestic partner, We will recognize that person as a "Spouse" under this Policy, provided that You have completed and signed an affidavit or a declaration of domestic partnership on a form acceptable to Your Employer and Us.

Wherever in the Certificate there is a reference to "divorce" or "divorced", it also means dissolution of a civil union, domestic partnership, or other family or domestic relations law of the Governing Jurisdiction.

Important: Federal law may impact how certain spousal rights and benefits within some insurance products are treated.

TEMPORARY LAYOFF means You are not Actively at Work for a period of time that has been agreed to in advance in Writing by Your Employer.

Your normal vacation time or any period You are not Actively at Work due to Sickness or Injury is not considered a Temporary Layoff.

TERMINAL ILLNESS or **TERMINALLY ILL** means an illness or physical condition, including physical injury, that can reasonably be expected to result in death within no more than two years.

TOTALLY DISABLED and **TOTAL DISABILITY** means that, due to Your Sickness or Injury:

1. during the Elimination Period, You are unable to perform the Material and Substantial Duties of Your Regular Occupation due to Your Sickness or Injury, and You are not working in any occupation; and
2. following such period, You are unable to perform the Material and Substantial Duties of Your Regular Occupation, and You are unable to perform for pay or profit any other job for which You are reasonably qualified based on Your training, education and experience.

WAITING PERIOD means the continuous period of time (shown in the BENEFITS SCHEDULE) that You must be Actively at Work in an Eligible Class before You are eligible for coverage under the Policy.

WE, US, and OUR means Combined Insurance Company of America.

WRITTEN or **WRITING** means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

YOU and **YOUR** means an Employee who is eligible for coverage under the Policy.

ELIGIBILITY AND EFFECTIVE DATES FOR INSURANCE

ELIGIBILITY DATE

For You:

If You are working for Your Employer in an Eligible Class, the date You are eligible for coverage is the later of:

1. the Policy effective date; or
2. the day You complete Your Waiting Period.

For Your Dependent:

Your Dependent is eligible for coverage on the later of:

1. the date Your coverage under the Policy begins; or
2. the date he or she becomes Your Dependent.

Your Spouse is not eligible for coverage while on active military duty.

WHEN COVERAGE BEGINS

For You:

When You and Your Employer share the cost of Your coverage under the Policy (Contributory Insurance) or when You pay 100% of the cost Yourself (Contributory Insurance), You will be covered on the latest of:

1. the first day of the month coincident with or next following the date You are eligible for coverage, if You Enroll for coverage on or before that date;
2. the first day of the month coincident with or next following the date You Enroll for coverage, if You Enroll within 31 days after the date You become eligible for coverage; or
3. the first day of the month coincident with or next following the date We approve Your Enrollment Form if Evidence of Insurability is required.

In order for Your coverage to begin, You must be Actively at Work. Your coverage is subject to payment of full Premium when due.

For Your Dependent:

When You and Your Employer share the cost of Your Dependent's coverage under the Policy or when You pay 100% of the cost Yourself, Your Dependent will be covered on the latest of:

1. the first day of the month coincident with or next following the date Your Dependent is eligible for coverage, if You Enroll for coverage for the Dependent on or before that date;
2. the first day of the month coincident with or next following the date You Enroll for coverage for the Dependent, if You Enroll within 31 days after the date Your Dependent becomes eligible for coverage; or
3. the first day of the month coincident with or next following the date We approve Your Enrollment Form, if Evidence of Insurability is required.

In order for Your Dependent's coverage to begin, You must be Actively at Work. Your and Your Dependent's coverage is subject to payment of full Premium when due.

If Your eligible Dependent is confined in a Hospital, Health Facility or similar Institution, or confined in a home under the care of a Physician or other health care provider on the date his or her coverage is to become effective, Your Dependent's coverage will begin on the first day of the month coincident with or next following the date Your eligible Dependent is no longer confined to such facility or home.

This provision does not apply to a newborn Child while Dependent coverage is in effect.

WHEN SPOUSE COVERAGE BEGINS FOLLOWING MILITARY DUTY

If Your Spouse's full-time active military duty ends, then You may re-enroll Your Spouse for coverage subject to the following:

If You re-enroll for Spouse coverage within 31 days of the date Your Spouse is eligible for coverage under the Policy again, then the maximum amount of Spouse coverage available will be the lesser of the amount that was in effect on the day before coverage ended and the then current maximum amount of Spouse coverage available under the Policy.

Spouse coverage will be effective on the later of the following:

1. the date You re-enroll Your Spouse for coverage;
2. the date Your Spouse is not confined in a Hospital, Health Facility or similar Institution, or confined in a home under the care of a Physician or health care provider; or
3. the date Your Spouse is not receiving or applying to receive disability benefits from any source.

You can re-enroll for Spouse coverage within 31 days after Your Spouse is eligible. If You re-enroll for Spouse coverage more than 31 days after Your Spouse is eligible for coverage again under the Policy, then Evidence of Insurability on Your Spouse will be required. If Evidence of Insurability is approved by Us, Spouse coverage will become effective on the date specified by Us.

WHEN SPOUSE COVERAGE BEGINS FOLLOWING CHANGE OF LEGAL RESIDENCE

If Your Spouse resumes legal residence in the United States, then You may re-enroll Your Spouse for coverage subject to the following:

If You re-enroll Your Spouse for coverage within 31 days of the date Your Spouse is eligible for coverage again under the Policy, then the maximum amount of Spouse coverage available will be the lesser of the amount that was in effect on the day before coverage ended and the then current maximum amount of Spouse coverage available under the Policy.

Spouse coverage will be effective on the later of the following:

1. the date You re-enroll Your Spouse for coverage;
2. the date Your Spouse is not confined in a Hospital, Health Facility or similar Institution, or confined in a home under the care of a Physician or health care provider; or
3. the date Your Spouse is not receiving or applying to receive disability benefits from any source.

If You re-enroll Your Spouse for coverage more than 31 days after Your Spouse is eligible for coverage again under the Policy, then Evidence of Insurability for Your Spouse will be required. If Evidence of Insurability is approved by Us, Spouse coverage will become effective on the date specified by Us.

LATE APPLICANT ENROLLMENT REQUIREMENTS - IF YOU APPLY FOR COVERAGE MORE THAN 31 DAYS AFTER YOUR OR YOUR DEPENDENT'S ELIGIBILITY DATE (for Contributory Insurance plans)

For You:

You can apply for coverage during an Annual Enrollment Period, or within 31 days of a Change in Status. Evidence of Insurability is required for any amount of coverage.

For Your Dependent:

You can apply for Dependent coverage during an Annual Enrollment Period or within 31 days of a Change in Status. Evidence of Insurability is required for any amount of coverage.

ELECTING AN INCREASE OR DECREASE IN COVERAGE (for Contributory Insurance plans)

For You:

You can increase Your coverage during an Annual Enrollment Period, or within 31 days of a Change in Status.

You can increase Your coverage any number of benefit levels up to the Maximum Benefit available under the Policy. Evidence of Insurability may be required, subject to the terms of the WHEN EVIDENCE OF INSURABILITY IS REQUIRED provision.

You can decrease Your coverage any number of benefit levels at any time.

For Your Dependent:

You can change Your Dependent coverage during an Annual Enrollment Period, or within 31 days of a Change in Status.

You can increase Your Dependent coverage any number of benefit levels up to the Maximum Benefit available under the Policy. Evidence of Insurability may be required, subject to the terms of the WHEN EVIDENCE OF INSURABILITY IS REQUIRED provision.

You can decrease Your Dependent coverage any number of benefit levels.

WHEN CHANGES TO COVERAGE BECOME EFFECTIVE

For You:

Changes in coverage made during an Annual Enrollment Period will be effective on the later of the Policy Anniversary Date following the Annual Enrollment Period, or the date We approve Your Enrollment Form, if Evidence of Insurability is required.

A change in coverage due to a Change in Status will begin on the first day of the month coincident with or next following the latest of:

1. the date of the Change in Status, if You apply on or before that date;
2. the date You apply, if You apply within 31 days after the date of the Change in Status; or
3. the date We approve Your Enrollment Form, if Evidence of Insurability is required.

Changes in coverage must be appropriate and consistent with the Change in Status.

Any decrease in coverage will take effect immediately but will not affect a Payable Claim that occurs prior to the decrease.

For Your Dependent:

Changes in coverage made during an Annual Enrollment Period will be effective on the later of the Policy Anniversary Date following the Annual Enrollment Period, or the date We approve Your Enrollment Form for Dependent coverage.

A change in coverage due to a Change in Status will begin on the first day of the month coincident with or next following the on the latest of:

1. the date of the Change in Status if You apply on or before that date;
2. the date You apply, if You apply within 31 days after the date of the Change in Status; or
3. the date We approve Your Enrollment Form for Dependent coverage if Evidence of Insurability is required.

Changes in coverage must be appropriate and consistent with the Change in Status.

Any decrease in coverage will take effect immediately but will not affect a Payable Claim that occurs prior to the decrease.

EVIDENCE OF INSURABILITY

For You:

Evidence of Insurability is required if:

1. You are a late applicant, which means You Enroll for coverage more than 31 days after the date You are eligible for coverage;
2. You canceled Your coverage and are reapplying; or
3. You apply for a benefit amount greater than the Guarantee Issue Amount as shown in the BENEFITS SCHEDULE; or
4. You apply to increase Your coverage by any amount during the Policy year.

If You are not approved for an increase in Your coverage, You will automatically remain at the same level of coverage You had prior to applying for the increase.

An Evidence of Insurability Form can be obtained from Your Employer.

For Your Dependent:

Evidence of Insurability is required if:

1. You are a late applicant, which means You apply for Dependent coverage more than 31 days after the date You are eligible for Dependent coverage;
2. You canceled Your Dependent coverage and are reapplying;
3. You apply for a benefit amount for Your Dependent that is greater than the Guarantee Issue Amount as shown in the BENEFITS SCHEDULE; or
4. You apply to increase Your Dependent coverage by any amount during the Policy year.

If Your Dependent is not approved for an increase in coverage, Your Dependent will automatically remain at the same level of coverage the Dependent had prior to applying for the increase.

An Evidence of Insurability Form can be obtained from Your Employer.

WHEN COVERAGE ENDS

For You:

Your coverage under the Policy ends on the earliest of:

1. the date the Policy is canceled;
2. the date You are no longer in an Eligible Class;
3. the date Your Eligible Class is no longer covered;
4. the end of the period for which You paid Premiums, if You stop making a required Premium Contribution;
5. the end of the Policyholder's Grace Period if the Policyholder does not remit Premium to Us by the end of such period;
6. the date You voluntarily cancel Your coverage under the Policy in Writing, as permitted by Policyholder;
7. the date You retire;
8. the later of:
 - a. the last day You are Actively at Work, except as provided under the CONTINUATION OF LIFE INSURANCE section of the Certificate; or
 - b. if applicable, the last day of Your contract with Your Employer but not beyond the end of Your Employer's current school contract year; or
9. the date of Your death.

For Your Dependent:

Your Dependent's coverage under the Policy ends on the earliest of:

1. the date Your coverage under the Policy ends;
2. the date Your Dependent ceases to be an eligible Dependent;
3. the last day of the period for which You paid Premiums for Dependent coverage, if You stop making a required Premium Contribution; or
4. for a Spouse, the date of divorce or annulment.

If Your Spouse is covered under this Policy and Your Spouse begins full-time active duty in the armed forces of any country or subdivision thereof then You should notify the Policyholder to cancel Your Spouse coverage.

Spouse coverage under the Policy will end at the beginning of the period during which Your Spouse is no longer an eligible Dependent.

If Your Spouse is covered under the Policy and Your Spouse changes their legal residence to outside the United States, then You should notify the Policyholder to cancel Your Spouse coverage. Spouse coverage under the Policy will end at the beginning of the period during which Your Spouse is no longer an eligible Dependent.

Premium for Spouse coverage will not be required once coverage ends and any unearned Premium will be refunded.

If coverage under the Policy ends, Insureds may be eligible to convert group term Life insurance to an individual life policy, subject to the terms of the CONVERSION TO AN INDIVIDUAL LIFE POLICY provision. The PORTABILITY provision may apply instead of the CONVERSION provision.

Insured persons may not be covered under the CONVERSION and PORTABILITY provisions at the same time. If due to a clerical error, both coverages are issued, the Insured will continue coverage under the CONVERSION provision and any Premium paid for Portability coverage will be refunded.

LIMITED COVERAGE IF YOU ARE NOT ACTIVELY AT WORK WHEN YOUR EMPLOYER REPLACES INSURANCE COVERAGE WITH OUR POLICY (Continuity of Coverage)

If You are not Actively at Work on the effective date of Our Policy, and You would otherwise be eligible to become insured under Our Policy, We will provide limited coverage under Our Policy.

We will provide such coverage only if You were covered by Your Employer's prior policy or plan on the date Our Policy replaced the prior policy or plan.

Coverage under this provision will begin on Our Policy effective date and will continue until the earliest of:

1. the date You return to being Actively at Work;
2. the end of any period of continuance or extension provided under the prior policy; or
3. the date coverage would otherwise end, according to the provisions of Our Policy.

If You are instead eligible for or approved for continuation of insurance under the prior plan due to a Sickness or Injury, such as under a WAIVER OF PREMIUM BENEFIT provision, this CONTINUITY OF COVERAGE provision does not apply.

We will also provide coverage for Your Dependent if Your Dependent was covered by the prior carrier's policy on its termination date.

If coverage ends under this provision, the PORTABILITY provision will not apply.

Continued coverage under this provision is subject to payment of full Premium when due.

Any benefits payable under this provision will be paid as if the prior policy had remained in force. We will reduce any payment under Our Policy by any amount for which the prior carrier is liable.

If coverage ends under this provision, or if You were not covered under Your Employer's prior policy on the date that policy terminated, the WHEN COVERAGE BEGINS provision under Our Policy will apply.

LIFE INSURANCE CONTINUATION

IF YOU ARE ON A LEAVE OF ABSENCE AFTER YOUR COVERAGE BEGINS

If You are on a Leave of Absence, and if all Premium is paid when due, Your Life insurance may be continued beyond the date You are no longer Actively at Work, limited to the time periods described below.

If You are on a Leave of Absence as described under the Family and Medical Leave Act of 1993 ("FMLA") or applicable state family and medical leave law ("State FML"), and Your Employer's human resource policy provides for continuation of Life insurance during an FMLA or State FML Leave of Absence, Your Life insurance will be continued until the end of the later of:

1. the leave period permitted by the federal Family and Medical Leave Act of 1993 and any amendments; or
2. the leave period permitted by applicable state law.

If You are on a Leave of Absence other than an FMLA or State FML Leave of Absence, and if all Premium is paid when due, You may be covered through the end of the school year in which You are no longer Actively at Work.

If You are on a Leave of Absence for active military service as described under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable state law, Your Life insurance may be continued until the end of the later of:

1. the length of time the insurance may be continued under the Policy for an FMLA or State FML Leave of Absence; or
2. the length of time the insurance may be continued under the Policy for a Leave of Absence other than an FMLA or State FML Leave of Absence.

If Your Employer has approved more than one type of Leave of Absence for You during any one period that You are no longer Actively at Work, We will consider such leaves to be concurrent for the purpose of determining how long Your Life insurance may continue under the Policy.

If Your Life insurance is not continued during an FMLA or State FML Leave of Absence, and You are Actively at Work immediately following the end of Your FMLA or State FML Leave of Absence, Your Life insurance will be reinstated. We will not apply a new Waiting Period or require Evidence of Insurability.

If Your Life insurance is not continued during a Leave of Absence for active military service, and You are Actively at Work, Your Life insurance may be reinstated in accordance with USERRA and applicable state law.

IF YOU ARE NOT ACTIVELY AT WORK DUE TO A TEMPORARY LAYOFF

If You are not Actively at Work due to a Temporary Layoff, and if all Premium is paid when due, You may be covered through the end of the school year in which You are no longer Actively at Work.

IF YOUR CHILD IS DISABLED

Life insurance will continue for a Child who is incapable of self-sustaining employment because of a mental or physical disability and continues to meet the definition of Child, except for the age limit.

We must receive proof of Your Child's disability within 31 days of the date the Child attains the age limit for a Child to be covered under this Certificate, and at reasonable intervals after such date.

IF YOU ARE NOT WORKING DUE TO SICKNESS OR INJURY AFTER YOUR COVERAGE BEGINS

If You are not Actively at Work due to Your Sickness or Injury, and if all Premium is paid when due, You may continue Your Life insurance for 12 months after the last day You were Actively at Work. Premium for the continuation period must be paid on the same basis as Premium was paid on the day before Your Sickness or Injury began. Continuation shall be provided for Your Life insurance that was in force under the Policy on the day before Your Sickness or Injury began.

If Your Life insurance is continued under the Policy due to Your Sickness or Injury or any other reason as described above, You may continue Your Dependent Life insurance under the Policy, provided all Premium is paid when due.

While covered under this provision, coverage will reduce according to the REDUCTION SCHEDULE as shown in the BENEFITS SCHEDULE.

If You are Actively at Work in an Eligible Class following a period of continuation, Your and Your Dependent's insurance will continue subject to the terms of the Policy. If You are not Actively at Work following a period of a continuation, You and Your Dependent's coverage will end according to the WHEN COVERAGE ENDS provision.

If You or Your Dependent die during the continuation period, We will pay the death benefit to the Beneficiary upon receipt of Proof of Loss establishing that You or Your Dependent died during the continuation period.

In no event will Your and Your Dependent's coverage under the Policy be continued beyond the date Your and Your Dependent's coverage would otherwise end according to the terms of the WHEN COVERAGE ENDS provision.

If at the end of a continuation period and if eligibility for coverage under the Policy ends, the terms of the CONVERSION TO AN INDIVIDUAL LIFE POLICY provision apply. The PORTABILITY provision may apply instead of the CONVERSION provision.

Insureds may not be covered under the CONVERSION and PORTABILITY provisions at the same time. If due to a clerical error, both coverages are issued, the Insured will continue coverage under the CONVERSION provision and any Premium paid for Portability coverage will be refunded.

CONTINUATION OF LIFE INSURANCE AND WAIVER OF PREMIUM WHILE YOU ARE TOTALLY DISABLED ("WAIVER OF PREMIUM BENEFIT")

Your Life insurance may be continued for a specific time and Your Life insurance Premium will be waived if You qualify as described below.

You must be Totally Disabled through Your Elimination Period. Your Elimination Period is as stated in the BENEFITS SCHEDULE and is the period of continuous Total Disability You must satisfy.

IMPORTANT NOTICE: The Policyholder may continue Premium payments until We notify the Policyholder of the date Your Life insurance Premium waiver begins, or You may convert to an individual policy under the CONVERSION TO AN INDIVIDUAL LIFE POLICY provision. For insurance to continue under the Policy, full Premium when due is required.

Your Life insurance Premium waiver will begin when We approve Your claim, if the Elimination Period has ended, and You meet the following conditions:

1. You are less than 60 years old and insured under the Policy on the date You become Totally Disabled;
2. You remain Totally Disabled during the Elimination Period;
3. You meet the notice and Proof of Loss requirements for Total Disability, as described in the CLAIM PROVISIONS section of the Policy, while Your Life insurance is in effect; and
4. Your claim is approved by Us.

We will send You Written notice advising whether You are approved for the Waiver of Premium Benefit and, if approved, the amount of Premium being waived. If We approve Your claim, We will not require further Premium payments for You while You remain Totally Disabled according to the terms and provisions of the Policy. Your Life insurance amount will not increase while Your Life insurance Premiums are being waived. Your Life insurance amount will reduce or cease at any time it would reduce or cease if You had not been Totally Disabled. Your Dependent's Life insurance amount will not increase while Your Dependent's Life insurance Premiums are being waived. Your Dependent's Life insurance amount will reduce or cease at any time it would reduce or cease if You had not been Totally Disabled.

If You die during the Elimination Period and are otherwise eligible for this WAIVER OF PREMIUM BENEFIT, the Elimination Period will not apply. Benefits for loss of life will be paid according to the CLAIM PROVISIONS section of the Certificate.

Premiums waived under this provision will not be deducted from any benefits paid under the Policy.

We do not require Premium payments for Life insurance for Your Dependents while We are waiving Premium payments for Life insurance for You.

EXTENSION OF BENEFITS

Your insurance will continue under the WAIVER OF PREMIUM BENEFIT provision even if the Policy ends, if You meet the proof requirements as stated in the CLAIM PROVISIONS section of the Certificate. In no event will it continue beyond when it would otherwise end according to the WHEN YOUR WAIVER OF PREMIUM BENEFIT ENDS provision.

WAIVER OF PREMIUM BENEFIT

We do not require Premium payments for an Employee's Voluntary Life insurance if that Employee has satisfied and continues to satisfy the requirements of the CONTINUATION OF LIFE INSURANCE AND WAIVER OF PREMIUM WHILE YOU ARE TOTALLY DISABLED ("WAIVER OF PREMIUM BENEFIT") provision.

We do not require Premium payments for Voluntary Life insurance for an Employee's Dependent when We are waiving Premium for an Employee's Voluntary Life insurance.

WHEN YOUR WAIVER OF PREMIUM BENEFIT ENDS

Your Waiver of Premium Benefit will automatically end on the earliest of the following:

1. the date You are no longer Totally Disabled;
2. the date You fail to submit proof of continuing Total Disability;
3. the end of the Maximum Benefit Period shown in the BENEFITS SCHEDULE; or
4. the date You die.

If Your coverage under the WAIVER OF PREMIUM BENEFIT provision ends, and You are not immediately Actively at Work in an Eligible Class and become insured under the Policy, You may convert Your and Your Dependent's coverage as described under the CONVERSION TO AN INDIVIDUAL LIFE POLICY provision.

LIFE INSURANCE CONVERSION

CONVERSION TO AN INDIVIDUAL LIFE POLICY

You can convert Your and Your Dependent's Life insurance to individual life policies, without Evidence of Insurability, if:

1. You are no longer in an Eligible Class;
2. You are no longer Actively at Work with the Employer;
3. Your coverage under the CONTINUATION OF LIFE INSURANCE provision ends;
4. You are not eligible for Portability coverage;
5. Your Portability coverage, if any, ends;
6. the Policy ends; and
7. the Policy is changed to terminate insurance for the Eligible Class to which You belong.

You can convert Your and Your Dependent's Life insurance that ends due to a reduction of insurance that is due to:

1. attaining a specified age;
2. Your change from one Eligible Class to another; or
3. due to a policy change.

Your Spouse can convert his or her Life insurance if it ends because Your Spouse is no longer Your Spouse.

Your Child can convert his or her insurance if it ends because the Child has reached the limiting age under the Policy.

If an Insured's Life insurance ends because the Policy has been cancelled, and the Insured becomes covered under any other Life policy within 31 days after the date the Policy is cancelled, the right to convert is not available to that Insured.

If You convert to an individual Life policy, then return to work, and, again, become insured under that policy, You are not eligible to convert to an individual Life policy again. However, You do not need to surrender that individual Life policy when You return to work.

AMOUNT OF CONVERSION COVERAGE

The maximum amount that an Insured can convert is the amount of Life insurance that ended due to one of the reasons stated in the above provision, less the amount of Life insurance for which the Insured becomes eligible under any policy or plan within 31 days after the date the Insured's coverage ended or was reduced under this Policy. An Insured may convert a lower amount of Life insurance. If an Insured converts a lower amount of Life insurance, the Insured will not have the right to increase the amount of the individual Life insurance at a later date.

APPLYING FOR CONVERSION COVERAGE AND NOTICE OF CONVERSION RIGHT

To apply for Conversion coverage, Insureds must apply and pay the first Premium within 31 days after the date:

1. You become eligible for conversion insurance; or
2. the Insured is no longer eligible to participate in the coverage of the Policy.

The Policyholder must provide Written notice of the Conversion right at least 15 days prior to the date Life insurance ends or is reduced. The right to convert will expire on the later of 16 days after You are given such notice or the end of the 31 day conversion application period, but in no event will the right to convert extend beyond 60 days after the expiration of the conversion application period. The notice will be mailed to Your last known address and will constitute notice of the right to convert.

During the conversion application period, the Insured's Life insurance will continue under the terms of the Certificate. This coverage is available whether or not the Insured has applied for an individual Life policy under the Conversion privilege.

INDIVIDUAL LIFE CONVERSION POLICY

The individual Life conversion policy may be any form then customarily offered by Us, except individual term Life insurance. The individual Life conversion policy will not contain disability or other extra benefits.

The individual Life conversion policy will be effective on the day after the conversion application period ends.

The INCONTESTABILITY and LIFE INSURANCE SUICIDE EXCLUSION provisions will apply to Conversion coverage and will run from the date of the Insured's effective date of coverage under the Policy. If the Conversion coverage includes additional coverage for which Evidence of Insurability was provided, new INCONTESTABILITY and LIFE INSURANCE SUICIDE EXCLUSION provisions may apply to the Conversion coverage.

PREMIUMS FOR THE INDIVIDUAL LIFE CONVERSION POLICY

The Premiums for the individual Life conversion policy will be based on Our rates then in use, the form and amount of coverage, the Insured's class of risk, and the Insured's attained age when coverage ended or reduced under this Policy.

DEATH DURING THE CONVERSION APPLICATION PERIOD

If the Insured dies within the 31 day conversion application period, We will pay the Beneficiary the amount of Life insurance that could have been converted, exclusive of any additional benefits. Any Premium that was paid for an individual Life conversion policy will be refunded to the Beneficiary of this Policy. If application and Premium payment has been made for the individual Life conversion policy, any Premiums paid for the individual Life conversion policy will be refunded. In no event will We be liable to pay a death benefit under both this Policy and the individual Life conversion policy.

LIFE INSURANCE PORTABILITY

You may apply to continue Your terminated Voluntary Life insurance until age 65 if certain conditions are met.

ELIGIBILITY FOR PORTABILITY COVERAGE

For You:

You are eligible for Portability coverage if:

1. You are no longer Actively at Work with Your Employer; or
2. You are no longer a member of an Eligible Class.

Your Life insurance under the Policy must be in effect at the time of the event that made You eligible for Portability coverage.

You are not eligible for Portability coverage if, on date You otherwise become eligible for Portability coverage, You are unable to perform the Material and Substantial Duties of Your Regular Occupation and You are unable to perform for pay or profit any other job for which You are reasonably qualified based on Your training, education and experience.

For Your Dependent:

You are eligible for Portability coverage for Your insured Dependent if:

1. Your Dependent was insured under the Policy at the time of the event that made You eligible for Portability coverage; and
2. You are eligible for and elect Portability coverage for Yourself; and
3. Your Dependent is under age 65.

In case of Your death, Your surviving Spouse is eligible for Portability coverage if Your surviving Spouse is insured under the Policy at the time of Your death.

In case of Your death, Your insured Child is not eligible to be insured for Portability coverage if:

1. Your surviving Spouse is not insured under the Policy;
2. Your surviving Spouse is insured under the Policy and chooses not to elect Portability coverage; or
3. Your surviving Spouse is confined in a Hospital, Health Facility or similar Institution, or confined in a home under the care of a Physician or other health care provider on the date his or her coverage is to become effective;

If Your Spouse ceases to be a Spouse as defined in the Certificate, the Spouse may elect Portability coverage for himself or herself.

Your insured Dependent is not eligible for Portability coverage if he or she is confined in a Hospital, Health Facility or similar Institution, or confined in a home under the care of a Physician or other health care provider on the date his or her Portability coverage is to become effective.

After the contestability period, if We determine that an Insured was not eligible for portability on the date that Portability coverage was elected, the benefit will be adjusted to the amount of Life insurance the Premium would have purchased under the Conversion Privilege.

If You or Your Dependent are not eligible to apply for Portability coverage or Portability coverage ends, then You or Your Dependent may qualify for conversion to an individual Life policy. Refer to the CONVERSION TO AN INDIVIDUAL LIFE POLICY provision.

AMOUNT OF PORTABILITY COVERAGE

For You:

The minimum amount of Life insurance that can be continued under the PORTABILITY provision for You is \$5,000. If Your amount of Life insurance under the Policy is less than \$5,000, You may continue the lesser amount.

The maximum amount of Life insurance that can be continued under the PORTABILITY provision is the amount that was in effect on the date You became eligible for Portability coverage, not to exceed \$750,000.

Portability coverage will only be available for the amount of Life insurance for which no application for conversion has been made.

For Your Dependents:

The minimum amount of Life insurance that can be continued for Your Spouse is \$1,000. If Your Spouse's amount of Life insurance under the Policy is less than \$1,000, You may continue the lesser amount.

The maximum amount of Life insurance that can be continued under this PORTABILITY provision for Your Spouse is the amount that was in effect on the date Your Spouse became eligible for Portability coverage, not to exceed 100% of Your amount of Portability coverage.

The minimum amount of Life insurance that can be continued for a Child is \$1,000. The maximum amount of Life insurance that can be continued under this PORTABILITY provision is the amount that was in effect on the date Your Child became eligible for Portability coverage, not to exceed 100% of Your amount of Portability coverage or \$1,000, whichever is less.

APPLYING FOR PORTABILITY COVERAGE

If You are eligible for Portability coverage and choose to continue Your insurance under the PORTABILITY provision, You must make a Written request on a form acceptable to Us and pay the first Premium contribution to Us within 31 days after You are eligible for Portability coverage under this provision. If You are eligible to continue insurance under this PORTABILITY provision, Your continued insurance will be effective on the day following the last day You were insured under the Policy in an Eligible Class.

If You die or You and Your insured Spouse become legally divorced, Your Spouse must apply for Portability coverage and pay the first Premium within 31 days after the date You die or the date of the divorce.

The Incontestability provision will apply to Portability coverage and will run from the date of the Insured's effective date of coverage under the Policy. If the Portability coverage includes additional coverage for which Evidence of Insurability was provided, a new Incontestability provision may apply to the Portability coverage.

DEATH DURING THE PORTABILITY APPLICATION PERIOD

During the 31 day application period, the Insured's Life insurance will continue under the terms of the CONVERSION TO AN INDIVIDUAL LIFE POLICY provision. This insurance is available whether or not the Insured has applied for an individual Life policy under the conversion privilege.

If an Insured applies for Portability coverage, and the Insured dies during the 31 day conversion period, We will pay the Beneficiary the amount of Life insurance that could have been converted. Any Premium that was paid for Portability coverage will be refunded to the Beneficiary of the Policy.

In no event will We be liable to pay a death benefit for both the Life insurance an Insured is entitled to convert and the Life insurance an Insured is entitled to continue under the Portability provision.

PORTABILITY COVERAGE UNDER THE POLICY

Your continued insurance will be provided under the Policy. Evidence of Insurability is not required when Your amount of portability coverage remains the same as under the Policy. The terms and conditions of Your continued insurance will be the same as those in effect on the date You became eligible for Portability coverage, except that You will no longer have the right to increase Your coverage or add Dependent coverage.

If You become covered under another Life policy or plan issued by Us, then all coverage under this Portability Provision will end.

CHANGES TO PORTABILITY COVERAGE

Coverage will reduce or end at any time it would reduce or end if You had continued to be Actively at Work with Your Employer.

You may decrease Your amount of coverage. You cannot increase Your coverage.

You cannot add or increase Dependent coverage.

PREMIUMS FOR PORTABILITY COVERAGE

You will be directly billed for all Premiums due under this provision. We will notify You of the amount of Premium due, the frequency of Premium payments and the Premium due dates. If any Premium is not paid when due, You will have a 60 day Grace Period. This is the period following the Premium due date which Premium may be made by You. Insurance will end at the end of the Grace Period if You fail to make the required Premium payment within that time. We will not change the Premium rate more than once in any period of 12 consecutive months and We will give You 31 days advance Written notice of any change in rates.

If Your Spouse is eligible to apply separately and has done so, then Your Spouse will be responsible for Premium payments and will be directly billed for all Premiums due, and all benefit payments due will be paid directly to Your Spouse's Beneficiary.

WHEN PORTABILITY COVERAGE ENDS

For You:

Portability coverage for You will end on the earliest of:

1. the date You fail to pay any required Premium; or
2. the date You reach age 70.

For Your Dependents:

Portability coverage for a Spouse will end on the earliest of:

1. the date You fail to pay any required Premium;
2. the date Your surviving Spouse fails to pay any required Premium; or
3. the date Your Portability coverage ends.

Portability coverage for a Child will end the date:

1. You or Your surviving Spouse fail to pay any required Premium;
2. Your or Your surviving Spouse's coverage ends;
3. Your surviving Spouse fails to pay any required Premium;
4. Your Child no longer qualifies as a Dependent; or
5. the surviving Spouse dies.

If Portability coverage ends due to failure to pay required Premium, Portability coverage cannot be reinstated.

If Portability coverage ends, the terms of the CONVERSION TO AN INDIVIDUAL LIFE POLICY provision apply.

Termination of this Policy will not terminate coverage under this PORTABILITY provision. The Policy will remain in force for the purpose of continuing Portability coverage, but without further obligation of the Policyholder.

BENEFIT INFORMATION

LIFE INSURANCE BENEFIT

When We receive Written proof that an Insured has died, We will pay the amount of that Insured's Life insurance to the Beneficiary. We will pay it in a single sum unless an optional payment method is chosen.

We will determine the payment according to the amount of insurance shown in the BENEFITS SCHEDULE.

ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS

For the purpose of this provision, "Insured" means You or Your Spouse. The Accelerated Death Benefit for Terminal Illness is not available for Your Child coverage.

If an Insured has a Terminal Illness while insured under the Policy, We will pay You a portion of the Insured's Life insurance benefit one time. This does not apply to any Terminal Illness resulting from an intentionally self-inflicted Injury or suicide attempt. The payment will be based on 75% of the Insured's Life insurance amount. However, the one-time benefit paid will not exceed the lesser of the maximum Life insurance benefit available under the Policy or \$500,000.

Your right to exercise this option and to receive payment is subject to all of the following:

1. You request this election, in Writing, on a form acceptable to Us;
2. the Insured must be Terminally Ill at the time of payment of the Accelerated Death Benefit for Terminal Illness;
3. the Insured's Physician must certify, in Writing, that the Insured has a Terminal Illness; and
4. the Physician's certification must be deemed satisfactory to Us.

We may require a second or third medical opinion to confirm Your eligibility for the Accelerated Death Benefit for Terminal Illness, which will be at Our expense. The second medical opinion may include a physical examination by a Physician designated by Us. If the medical opinions of the two Physicians conflict, Your eligibility for the Accelerated Death Benefit for Terminal Illness will be determined by the medical opinion of a third Physician who is mutually acceptable to You and to Us.

The Accelerated Death Benefit for Terminal Illness payment will be made to You immediately upon receipt of such due Written proof. Upon Your request for an Accelerated Death Benefit and at the time of payment, We will notify You and any assignee of record or irrevocable Beneficiary of record, in Writing, of the effect that receipt of the Accelerated Death Benefit will have on Your life insurance benefit and Premium.

Accelerated Death Benefit for Terminal Illness are available on a voluntary basis. Therefore, You are not eligible for benefits if:

1. You or Your Spouse are required by law to use this benefit to meet the claims of creditors, whether in bankruptcy or otherwise; or
2. You or Your Spouse are required by a government agency to use this benefit in order to apply for, get, or otherwise keep a government benefit or entitlement.

Your Premium amount will not change and Premium payments must continue to be paid on the full amount of Your Life insurance unless You qualify to have Your life Premium waived. Also, Premium payments must continue to be paid on the full amount of Your Spouse's Life insurance unless You qualify to have Your life Premium waived.

If You have assigned Your rights under the Policy to an assignee or made an irrevocable Beneficiary designation, We must receive consent, in Writing, that the assignee or irrevocable Beneficiary has agreed to the Accelerated Death Benefit for Terminal Illness payment on Your behalf in a form acceptable to Us before benefits are payable.

An election to receive an Accelerated Death Benefit for Terminal Illness will have the following effect on other benefits:

1. the death benefit payable will be reduced by any amount of Accelerated Death Benefit for Terminal Illness that has been paid; and
2. any amount of Life insurance that would be continued under the WAIVER OF PREMIUM BENEFIT provision or that may be available under CONVERSION TO AN INDIVIDUAL LIFE POLICY provision will be reduced by the amount of the Accelerated Death Benefit for Terminal Illness paid.

The remaining Life insurance amount will be paid according to the terms of the Policy subject to any reduction and termination provisions.

If You or Your Spouse die after an Accelerated Death Benefit for Terminal Illness is elected, but before payment of such benefit is received, the election shall be cancelled and the death benefit will be paid according to the

terms of the Policy.

Eligibility for an Accelerated Death Benefit for Terminal Illness will end on the date Your coverage under the Policy ends, according to the terms of the WHEN COVERAGE ENDS provision. Such termination will not affect payment of a benefit if eligibility occurred while Your coverage was in effect.

Benefits paid may be taxable. We are not responsible for any tax or other effects of any benefit paid. As with all tax matters, You should consult Your personal tax advisor to assess the impact of this benefit.

EXCLUSIONS AND LIMITATIONS

LIFE INSURANCE SUICIDE EXCLUSION

The Policy does not cover any losses where death is caused by, contributed to by, or results from:

1. suicide, while sane or insane, occurring within 24 months after an Insured's initial effective date of coverage; and
2. suicide, while sane or insane, occurring within two years after the date any increases in or additional coverage applied for becomes effective for an Insured.

The suicide exclusion will apply to Life insurance for which You pay all or part of the Premium.

The suicide exclusion will not apply to a Life insurance amount on an Insured that has remained in effect for a continuous period of two or more years during an Insured's lifetime under the Employer's Policy or plan, including this Policy and an Employer's policy or plan that this Policy replaced.

Our liability will be limited to a return to the Beneficiary of all Premiums paid by You and a return to the Policyholder of all Premiums paid by the Policyholder.

If an Insured commits suicide within two years from the date an increase in coverage applied for becomes effective, We will pay to the Beneficiary the amount of coverage that was in effect before the increase, subject to all of the Policy provisions. Any Premium paid by the Employee for the increase will be returned to the Beneficiary, any Premium paid by the Policyholder will be returned to the Policyholder.

GENERAL PROVISIONS

AGENCY

For all purposes of the Policy, the Policyholder or third party administrator acts on its own behalf or as Your agent. Under no circumstances will the Policyholder or third party administrator be deemed our agent.

ALTERATION

The only persons with the authority to alter or modify the Certificate or to waive any of its provisions are Our officers and any such changes must be in Writing.

ASSIGNMENT

You can transfer, or assign, some or all of the Certificate's rights, while the You are alive, to someone else by making a contract with that person. We are not responsible for the validity of any assignment of the Certificate, nor are We bound by an assignment until We receive a copy of the assignment at Our office.

BENEFICIARY DESIGNATION

The Beneficiary for benefits payable upon Your death will be the Beneficiary named during enrollment, or later changed by You. You may change the Beneficiary designation by notice satisfactory to Us. An irrevocable Beneficiary designation may only be changed with the consent of such irrevocable Beneficiary. Unless You specify otherwise, the Beneficiary change will take effect as of the date the notice was signed by You, subject to any payment or other action taken by Us prior to receipt of such notice. The consent of any Beneficiary, other than an irrevocable Beneficiary, is not required to surrender or assign this Certificate, or to make any other changes in this Certificate.

If any Beneficiary dies before You, that Beneficiary's interest will pass to any other designated Beneficiaries according to their respective interests. If more than one Beneficiary is designated in a class, each Beneficiary who survives You will receive an equal portion of any benefits payable unless otherwise set forth in the Beneficiary designation.

If you do not name a beneficiary, or if all named beneficiaries do not survive You, or if your named beneficiary is disqualified, Your death benefit will be paid to your estate.

Instead of making a death payment to your estate, we have the right to make payment to the first surviving family members of the family members in the order listed below:

1. Spouse;
2. Child or Children;
3. mother or father; or
4. sisters or brothers.

We may require any affidavits or statements We deem necessary in making payment under this provision. Our decision from such information will be final. Before We receive the affidavits or statements referenced above, We may, at Our option, pay up to \$3,000.00 of any benefits to any person We deem to be entitled thereto by reason of having incurred funeral or other expenses related to the last illness or death of the person insured.

CLERICAL ERROR

Clerical errors or delays in keeping records for the Certificate will not deny insurance that would otherwise have been granted, nor extend insurance that otherwise would have ceased and call for a fair adjustment of Premium and benefits to correct the error.

ENTIRE CONTRACT

The insurance for Insureds is provided under a contract with the Policyholder, and the entire contract with the Policyholder consists of:

1. all Policy provisions and any amendments and endorsements to the Policy;
2. the Certificate and any amendments and endorsements to the Certificate;
3. the Policyholder's signed application; and
4. for Contributory Insurance, the Insureds' signed Enrollment Forms.

PHYSICAL EXAMINATIONS AND AUTOPSY

We, at Our expense, will have the right and opportunity to have the Insured examined as often as reasonably necessary while the claim is pending. We at Our own expense will have the right to make an autopsy in case of death, unless it is forbidden by law. If the Insured fails to submit proof of continuing Total Disability when required or fails to be examined medically when required, no further benefit will be provided for that Total Disability.

INCONTESTABILITY

Except for fraud, where permitted by applicable law of the Governing Jurisdiction, any statements made is considered a representation and not a warranty. No statement made by an Insured will be used in any contest under the Policy unless a copy of the instrument containing the statement is or has been furnished to the person or

person's beneficiary. We will not use such statements to contest the insurance under the Policy after the Policy has been in effect for two years from its Effective Date, or the Effective Date of last increase in coverage or reinstatement if applicable. We will not use such statements to reduce or deny a claim or cancel insurance, unless it is in a Written application which has been made a part of the Policy.

LEGAL ACTION

Unless otherwise provided under federal law, You can start legal action regarding Your claim 60 days after Proof of Loss has been given to Us and not later than the date established by the applicable insurance law in the state where the Policy was issued.

NON-DUPLICATION OF BENEFITS: Duplication of benefits is not allowed under the Policy and any attached riders. If a covered charge is payable under more than one benefit, only one benefit, the largest, will be payable.

MISSTATEMENT OF AGE

If the date of birth or age of any Insured has been misstated, an adjustment of premium and benefits will be of an amount that the Premium paid and benefits would have purchased at the correct date of birth or age.

STATEMENTS

In the absence of fraud, all statements made in any application are considered representations and not warranties. No representation by You in enrolling for insurance under the Policy will be used to reduce or deny a claim unless a copy of Your Written application for insurance is or has been given to You, Your Beneficiary, if any, or Your estate representative.

WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE

The Policy does not replace or affect the requirements for coverage by any workers' compensation or state disability insurance.

CLAIM PROVISIONS

NOTICE OF CLAIM

Written notice of a claim should be given to Us within 30 days after the date of the loss. The notice may be given to Us at Our home office or to Our authorized agent. Failure to give notice within this timeframe shall not invalidate or reduce any Payable Claim if it can be shown that it was not reasonably possible to give such notice within that time and the notice was given as soon as reasonably possible.

FILING A CLAIM

If the claim is for loss of life, when We receive notice of a claim, We will send the Beneficiary or legally authorized representative certain claim form(s). If the Beneficiary or legally authorized representative does not receive the claim form(s) within 15 days, We will accept a Written description of the exact nature of the loss.

If the claim is related to Your Total Disability, the claim form is available from the Policyholder, or You can request a claim form from Us. If You or Your legally authorized representative do not receive the form from Us within 15 days of the request for the form, You may send Us Proof of Loss on any form sufficient to provide Us with Proof of Loss. Your Employer must fill out the claim form and then give it to Your attending Physician. Your Physician should fill out his or her section of the form and send it directly to Us.

PROOF OF LOSS IN THE EVENT OF DEATH

We will require a certified copy of the death certificate of the Insured, or other lawful evidence providing equivalent information, and proof of the Beneficiary's interest in the proceeds. Proof of Loss provided at the Beneficiary's or legally authorized representative's expense must show the cause of death.

PROOF OF LOSS IN THE EVENT OF A TOTAL DISABILITY

You must send Us Written proof of Your loss within 90 days after the end of the Elimination Period. Failure to give such proof within this timeframe shall not invalidate or reduce any Payable Claim if it can be shown that it was not reasonably possible to give such proof within that time, and the proof was given as soon as reasonably possible. You must provide Proof of Loss no later than 1 year after the time proof is otherwise required, except in the absence of legal capacity.

Your Proof of Loss, provided at Your expense, must show:

1. that You are under the Appropriate Care of a Physician;
2. the date Your Total Disability began;
3. the cause of Your Total Disability;
4. that You have been Totally Disabled through Your Elimination Period;
5. the appropriate documentation of Your earnings and Your activities;
6. the extent of Your Total Disability, including restrictions and limitations; and
7. the name and address of any Hospital, Health Facility or Institution where You received treatment, including all attending Physicians.

After We approve Your claim of Total Disability, We may periodically request proof of continuing Total Disability. We will not request proof of continuing Total Disability more frequently than once every six months.

In some cases, You will be required to give Us authorization to obtain additional medical information, and to provide non-medical information as part of Your Proof of Loss, or proof of continuing Total Disability.

You or Your Employer must notify Us immediately when You return to work in any capacity.

PAYMENT OF CLAIMS

When We receive Proof of Loss, We will review the Proof of Loss and, if We approve the claim, We will pay the benefit(s) subject to the terms of the Policy.

Payment of death benefits will be made on receipt of, or not later than 2 months after receipt of, proof of the Insured's death and the right of the claimant to the Policy proceeds. We will pay interest from the date due Proof of Loss is received until the date We pay the claim at a rate at which interest accrues on proceeds that are left on deposit with the company.

If a claim is based on death, once the claim is approved, We will pay it in one lump sum to the Beneficiary. The Beneficiary may instead request the life claim to be paid according to one of Our other settlement options. This request must be in Writing in order to be paid under Our other settlement options.

AUTHORITY

The Policyholder has delegated to the insurance company or its designee and understands that the insurance company or its designee reserves the right to make determinations regarding the eligibility for participation or benefits and to interpret the terms of the Policy and Certificate for the purpose of administering the terms of the Policy and Certificate.

DENIAL OF CLAIMS

If Your claim is denied, You have the right to notify Us in Writing within 90 days of receiving notice of the denial that You would like Us to review the denial.

Upon request, You have the right to review copies of all documents, records, and other information relevant to Your claim free of charge. You may submit Written comments, documents, records and other information relating to Your claim that You would like Us to consider in reviewing Your denial.

We will review the denial of Your claim and send You notice of Our decision within 90 days of receiving Your request. If We require an extension of the deadline to obtain more information, We will give You notice of Our decision within 90 days after the end of the extension period. Our decision will state the reasons for Our decision, refer to the relevant portions of Your Certificate and advise You of any further appeal rights.

OVERPAID CLAIMS

We have the right to recover any overpayments due to fraud or any administrative error We make in processing a claim.

We will determine the method by which the repayment is to be made. We will not recover more money than the amount We overpaid.

SIMULTANEOUS DEATH

If a Beneficiary dies on the same day You die, or within 120 hours of Your time of death, the claim will be paid as if that Beneficiary had died before You.

**IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE AND
HEALTH INSURANCE GUARANTY ASSOCIATION**

(For insurers declared insolvent or impaired on or after September 1, 2011)

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association ("the Association") administers this protection system. Only the policyholders of insurance companies that are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

It is possible that the Association may not protect all or part of your policy because of statutory limitations.

Eligibility for Protection by the Association

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas (**regardless of where the policyholder lived when the policy was issued**)
- Residents of other states, ONLY if the following conditions are met:
 - 1) The policyholder has a policy with a company domiciled in Texas;
 - 2) The policyholder's state of residence has a similar guaranty association; and
 - 3) The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, or \$200,000 for other types of health insurance.

Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

Individual Annuities:

- Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

Aggregate Limit:

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.

Texas Life and Health Insurance
Guaranty Association
515 Congress Avenue, Suite 1875
Austin, Texas 78701
800-982-6362 or www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439 or www.tdi.texas.gov

CHUBB GROUP

U.S. PRIVACY NOTICE

FACTS	WHAT DOES CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?	
Why?	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ▪ Social Security number and payment history ▪ insurance claim history and medical information ▪ account transactions and credit scores <p>When you are no longer our customer, we continue to share information about you as described in this notice.</p>	
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Chubb share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Call 1-800-258-2930 or go to https://www2.Chubb.com/us-en/privacy.aspx	

Who we are

Who is providing this notice?

The Chubb Group. A list of these companies is located at the end of this document.

What we do

How does Chubb Group protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.

How does Chubb Group collect my personal information?

We collect your personal information, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or provide account information
- give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes – information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include those with a Chubb name and financial companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Chubb does not share with nonaffiliates so they can market to you.

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partners include categories of companies such as banks.

Other important information

For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NV, NC, NJ, OH, OR, and VA only: Under state law, under certain circumstances, you have the right to see the personal information about you that we have on file. To see your information, write Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. Chubb may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is not accurate, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

For Nevada residents only: We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 1-800-258-2930, emailing us at privacyinquiries@Chubb.com, or writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. You are being provided this notice under Nevada state law. In addition to contacting Chubb, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing bcpinfo@ag.state.nv.us, or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

For Vermont residents only: Under state law, we will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

Chubb Group Companies Providing This Notice

This notice is being provided by the following Chubb Group companies to their customers located in the United States: ACE American Insurance Company, ACE Capital Title Reinsurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Fire and Marine Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Texas Pacific Indemnity Company, Vigilant Insurance Company, Westchester Fire Insurance Company and Westchester Surplus Lines Insurance Company.

Chubb Group

Notice of HIPAA Privacy Practices for Protected Health Information

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This notice is effective as of June 15, 2018.

The Chubb Group of Companies, as affiliated covered and hybrid entities, (the "Company") is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information, and to inform you about:

- The Company's uses and disclosures of Protected Health Information ("PHI");
- Your privacy rights with respect to your PHI;
- The Company's duties with respect to your PHI;
- Your right to file a complaint with the Company and to the Secretary of the U.S. Department of Health and Human Services ("HHS"); and
- The person or office to contact for further information regarding the Company's privacy practices.

PHI includes all individually identifiable health information transmitted or maintained by the Company, regardless of form (e.g. oral, written, electronic).

A federal law, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), regulates PHI use and disclosure by the Company. You may find these rules at 45 *Code of Federal Regulations* Parts 160 and 164. This notice attempts to summarize the regulations. The regulations will supersede any discrepancy between the information in this notice and the regulations.

I. Notice of PHI Uses and Disclosures

A. Required Uses and Disclosures

Upon your request, the Company is required to give you access to certain PHI in order to inspect and copy it.

Use and disclosure of your PHI may be required by the Secretary of Health and Human Services to investigate or determine the Company's compliance with the privacy regulations.

B. Uses and Disclosures to Carry Out Treatment, Payment, and Health Care Operations

The Company and its business associates will use PHI without your consent, authorization or opportunity to agree or object to carry out treatment, payment and health care operations. The Company also may also disclose PHI to a plan sponsor for purposes related to treatment, payment and health care operations and as otherwise permitted under HIPAA to the extent the plan documents restrict the use and disclosure of PHI as required by HIPAA.

Treatment is the provision, coordination or management of health care and related services. It also includes but is not limited to consultations and referrals between one or more of your providers. For example, the Company may disclose to a treating orthodontist the name of your treating dentist so that the orthodontist may ask for your dental X-rays from the treating dentist.

Payment includes, but is not limited to, actions to make coverage determinations and payment (including establishing employee contributions, claims management, obtaining payment under a contract of reinsurance, utilization review and pre-authorizations). For example, the Company may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Company.

Health care operations include, but are not limited to, underwriting, premium rating and other insurance activities relating to creating or reviewing insurance contracts. It also includes disease management, case management, conducting or arranging for medical review, legal services and auditing functions including fraud and abuse compliance programs, business planning and development, business management and general administrative activities. For example, the Company may use information about your claims to refer you to a disease management program, project future benefit costs or audit the accuracy of its claims processing

functions. The Company will not use or disclose PHI that is genetic information for underwriting purposes.

The Company also may contact you to provide appointment reminders or information about treatment alternatives or health-related benefits and services that may be of interest to you.

C. Uses and Disclosures that Require Your Written Authorization

The Company will not use or disclose your PHI for the following purposes without your specific, written authorization:

- Use and disclosure of psychotherapy notes, except for your treatment, Company training programs, or to defend Company against litigation filed by you.
- Use and disclosure for marketing purposes, except for face to face communications with you.
- Use and disclosure that constitute the sale of your PHI. The Company does not sell the PHI of its customers.

Except as otherwise indicated in this notice, uses and disclosures of PHI will be made only with your written authorization subject to your right to revoke such authorization. You may revoke an authorization by submitting a written revocation to the Company at any time. If you revoke your authorization, the Company will no longer use or disclose your PHI under the authorization. However, any use or disclosure made in reliance of your authorization before its revocation will not be affected.

D. Uses and Disclosures Requiring Authorizations or Opportunity to Agree or Disagree Prior to the Use or Release

If you authorize in writing the Company to use or disclose your own PHI, the Company may proceed with such use or disclosure without meeting any other requirements and the use or disclosure shall be consistent with the authorization.

Disclosure of your PHI to family members, other relatives or your close personal friends is allowed if:

- The information is directly relevant to the family or friend's involvement with your care or payment for that care; and
- You have either agreed to the disclosure or have been given an opportunity to object and have not objected.

E. Uses and Disclosures for which Consent, Authorization or Opportunity to Object is Not Required

Use and disclosure of your PHI is allowed without your authorization or request under the following circumstances:

(1) When required by law.

(2) When permitted for purposes of public health activities, including when necessary to report product defects and to permit product recalls and to conduct post-market surveillance. PHI may also be used or disclosed if you have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.

(3) When authorized by law to report information about abuse, neglect or domestic violence. In such case, the Company will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives although there may be circumstances under federal or state law where the parents or other representatives may not be given access to the minor's PHI.

(4) The Company may disclose your PHI to a public health oversight agency for oversight activities authorized by law. This includes uses or disclosures in civil, administrative or criminal investigations; inspections; licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).

(5) The Company may disclose your PHI when required for judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met. One of those conditions is that satisfactory assurances must be given to the Company that the requesting party has made a good faith attempt to provide written notice to you, and the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were raised or were resolved in favor of disclosure by the court or tribunal.

(6) When required for law enforcement purposes (for example, to report certain types of wounds).

(7) For law enforcement purposes, including for the purpose of identifying or locating a suspect, fugitive, material witness or missing person. Also, when disclosing information about an individual who is or is suspected to be a victim of a crime but only if the individual agrees to the disclosure or the covered entity is unable to obtain the individual's agreement because of emergency circumstances. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement and disclosure is in the best interest of the individual as determined by the exercise of the Company's best judgment.

(8) When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law. Disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent. The Company may also disclose your PHI to organ procurement organizations.

(9) The Company may use or disclose PHI for government-approved research, subject to conditions.

(10) When consistent with applicable law and standards of ethical conduct if the Company, in good faith, believes the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.

(11) For certain government functions such as related to military service or national security.

(12) When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.

(13) That is "incident to" an otherwise permitted use or disclosure of PHI by the Company.

II. Rights of Individuals

A. Right to Request Restrictions on Use and Disclosure of PHI

You may request the Company to restrict its use and disclosure of your PHI to carry out treatment, payment or health care operations, or to restrict its use and disclosure to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Company may not be required to agree to your request, unless you have paid out of pocket in full for services, depending on the specific facts.

The Company will accommodate reasonable requests to receive communications of PHI by alternative means or alternative locations, such as a location other than your home. The Company will accommodate this request if you state in writing that you would be in danger from receiving communications through the normal means.

You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI.

Such requests should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

B. Right to Inspect and Copy PHI

You have a right to inspect and obtain a copy of your PHI contained in a "designated record set," for as long as the Company maintains the PHI.

"*Protected Health Information*" (PHI) includes all individually identifiable health information transmitted or maintained by the Company, regardless of form.

"*Designated Record Set*" includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals.

Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the designated record set.

The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the Company is unable to comply with the deadline.

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Requests for access to PHI should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how you may exercise those review rights and a description of how you may complain to the Secretary of Health and Human Services.

C. Right to Amend PHI

You have the right to request the Company to amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set.

The Company has 60 days after the request to act on the request. A single 30-day extension is allowed if the Company is unable to comply with the deadline. If the request is denied in whole or part, the Company must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI.

Requests for amendment of PHI in a designated record set should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

You or your personal representative(s) will be required to complete a form to request amendment of the PHI in your designated record set.

D. Right to Receive an Accounting of PHI Uses and Disclosures

Upon your request, the Company will provide you with an accounting of disclosures by the Company of your PHI during the six (6) years prior to the date of your request. However, such accounting need not include PHI disclosures made: (1) to carry out treatment, payment or health care operations; (2) to individuals about their own PHI; (3) prior to the compliance date; or (4) based upon your own written authorization.

If the accounting cannot be provided within 60 days, an additional 30 days is allowed if the individual is given a written statement of the reasons for the delay and the date by which the accounting will be provided.

If you request more than one accounting within a 12-month period, the Company will charge a reasonable, cost-based fee for each subsequent accounting.

E. Right to Obtain a Paper Copy of This Notice Upon Request (Even if you have consented to receive this notice electronically)

To obtain a paper copy of this notice contact: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

F. Note About Personal Representatives

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms:

- A power of attorney for health care purposes, notarized by a notary public;
- A court order of appointment of the person as the conservator or guardian of the individual; or
- An individual who is the parent of a minor child.

The Company retains discretion to deny access to your PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

III. The Company's Duties

The Company is required by law to maintain the privacy of PHI and to provide individuals (participants and beneficiaries) with notice of its legal duties and privacy practices and to notify affected individuals of a breach of unsecured PHI. The Company is required to abide by the terms of this notice.

The Company reserves the right to change its privacy practices and to apply the changes to any PHI received or maintained by the Company prior to that date. If a privacy practice is changed, a revised version of this notice will be provided to all past and present participants and beneficiaries for whom the Company still maintains PHI. This notice and any revised version of this notice will be posted on the Company's internal website or mailed.

Any revised version of this notice will be distributed within 60 days of the effective date of any material change to the uses or disclosures, the individual's rights, the duties of the Company or other privacy practices stated in this notice.

A. "Minimum Necessary" Standard

When using or disclosing PHI, or when requesting PHI from another covered entity, the Company will make reasonable efforts not to use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations.

However, the minimum necessary standard will not apply in the following situations:

- Disclosures to or requests by a health care provider for treatment;
- Uses or disclosures made to the individual;
- Disclosures made to the Secretary of HHS;
- Uses or disclosures that are required by law; and
- Uses or disclosures that are required for the Company's compliance with legal regulations.

This notice does not apply to information that has been "de-identified." *De-identified information* is information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual. De-identified information is not individually identifiable health information.

In addition, the Company may use or disclose "summary health information" to a plan sponsor for obtaining premium bids or modifying, amending or terminating the Company, which summarizes the claims history, claims expenses or type of claims experienced by individuals for whom the Company Sponsor has provided health benefits under the Company; and from which identifying information has been deleted in accordance with HIPAA.

IV. Your Right to File a Complaint with the Company or the HHS Secretary

If you believe that your privacy rights have been violated, you may complain to the Company in care of: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

You may file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.

Your complaint must be submitted within 180 days of when you believe the violation occurred. The Company will not retaliate against you for filing a complaint.

V. Contact Information

If you have any questions regarding this notice or the subjects addressed in it, you may contact: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802- 4822.

VI. Chubb Group Legal Entities

The following is a list of the Chubb Group of Companies located in the United States: ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc. Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Vigilant Insurance Company, Westchester Fire Insurance Company, Westchester Surplus Lines Insurance Company, Combined Insurance Company of America, and Combined Life Insurance Company of New York. These companies have designated themselves as *hybrid entities* and only those designated health care components identified by such companies are subject to HIPAA. In addition, these companies are legally separate affiliated companies under common ownership and have designated themselves as a *single covered entity* for purposes of HIPAA compliance.