

**Group Life
Insurance Certificate**

City of Kirkland

IMPORTANT NOTICES

If you reside in one of the following states, please read the important notices below:

Arizona, Florida and Maryland residents:

The group policy is issued in the state of Washington and will be governed by its laws. If you reside in a state other than Washington, this certificate of insurance may not provide all of the benefits and protections provided by the laws of your state. PLEASE READ YOUR CERTIFICATE CAREFULLY.

Texas residents:

IMPORTANT NOTICE: To obtain information or make a complaint:

You may call Life Insurance Company of North America toll free telephone number for information or to make a complaint at:

1-800-547-5515

You may also write to Life Insurance Company of North America at:

ATT: Charlene Bush
1601 Chestnut Street, TL16D
Philadelphia, PA 19192

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax (512) 475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

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

AVISO IMPORTANTE: Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Life Insurance Company of North America para información o para someter una queja al: **1-800-547-5515**

Usted también puede escribir a Life Insurance Company of North America al:

ATT: Charlene Bush
1601 Chestnut Street, TL16D
Philadelphia, PA 19192

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax (512) 475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Life Insurance Company of North America primero. Si no resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas (TDI, por sus siglas en inglés).

Washington Residents:

(In Accordance With WAC 284-23-610, 620, 650, 730)

The accelerated life benefit in this policy does not and is not intended to qualify as long-term care under Washington state law. Washington state law prevents this accelerated life benefit from being marketed or sold as long-term care.

If an Insured receives payment of accelerated benefits from a life insurance policy, he or she may lose the right to receive certain public funds, such as Medicare, Medicaid, Social Security, Supplemental Security, Supplemental Security Income (SSI), and possibly others. Also, receiving accelerated benefits from a life insurance policy may have tax consequences for the Insured. We cannot give advice about this. The Insured may wish to obtain advice from a tax professional or an attorney before he or she decides to receive accelerated benefits under a life policy.

NOTICE

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

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

Any accidental death benefits that you may have under the policy will not be affected by the acceleration of life insurance benefits.

TL-004788

FOREWORD

Life insurance provides individuals and their families with financial protection. The Life Insurance Benefit described in this booklet will help secure your family's financial security in the event of your death.

The need for life insurance protection depends on individual circumstances and financial situations. A portion of the cost of this coverage is provided by your Employer. You may need to contribute to the remaining cost of coverage through payroll deduction so that your benefit program is more comprehensive and responsive to your needs.

The following pages describe the main provisions of the life insurance plan available to you.

Insurance benefits described in the following pages will apply to you if your Employer has made this coverage available to you at no cost or you have elected the benefit and authorized payroll deduction for the required premium.

LIFE INSURANCE COMPANY OF NORTH AMERICA
1601 CHESTNUT STREET
PHILADELPHIA, PA 19192-2235
(800) 732-1603 TDD (800) 336-2485
A STOCK INSURANCE COMPANY

**GROUP INSURANCE
CERTIFICATE**

We, the LIFE INSURANCE COMPANY OF NORTH AMERICA, certify that we have issued a Group Policy, FLX-966323, to City of Kirkland.

We certify that we insure all eligible persons, who are enrolled according to the terms of the Policy. Your coverage will begin and end according to the terms set forth in this certificate.

This certificate describes the benefits and basic provisions of your coverage. You should read it with care so you will understand your coverage.

This is not the insurance contract. It does not waive or alter any of the terms of the Policy. If questions arise, the Policy will govern. You may examine the Policy at the office of the Policyholder or the Administrator.

This certificate replaces any and all certificates which may have been issued to you in the past under the Policy.



Matthew G. Manders, President

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SCHEDULE OF BENEFITS

Policy Effective Date: January 1, 2015

Policy Anniversary Date: January 1

Policy Number: FLX-966323

Class Definition

You are eligible for insurance if you are a member of the class defined below.

All active, Employees of the Employer regularly working a minimum of 20 hours per week including Council Members with no minimum hours required.

Your Eligibility Waiting Period

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

If you were hired on or before the Policy Effective Date:
The first of the month on or after 30 days of Active Service

If you were hired after the Policy Effective Date:
The first of the month on or after 30 days of Active Service

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit
Guaranteed Issue Amount: 2 times your Annual Compensation
\$250,000

Maximum Benefit: the lesser of 2 times Annual Compensation or \$350,000

The Benefit Amount and Maximum Benefit will be rounded to the next higher \$1,000, if not already a multiple thereof.

Basic Terminal Illness Benefit
Maximum Benefit: \$275,000

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

Voluntary Terminal Illness Benefit
Maximum Benefit: \$250,000

Age Based Reductions

When you are age 65 or older, your Life Insurance Benefit will reduce to the percentage shown below:

- 65% of the Life Insurance Benefit at age 65
- 50% of the Life Insurance Benefit at age 70
- 35% of the Life Insurance Benefit at age 75

Benefits reductions will be effective on the Policy Anniversary Date coinciding with or next following the Employee's attainment of age as specified in schedule above.

Increases and Decreases in Coverage

You may increase your Voluntary Term Life Insurance Benefit, at any time, only if you satisfy the Insurability Requirement. Any amount we approve is effective on the date we agree in writing to insure you.

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

Spouse Benefits

Voluntary Benefit	An amount elected in units of \$5,000
Guaranteed Issue Amount:	the greater of a) or b) below: a) \$10,000, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	\$250,000

Your Spouse's Life Insurance Benefits cannot exceed 100% of your Life Insurance Benefits.

Terminal Illness Benefit

Maximum Benefit:	75% of the Maximum Benefit applicable to Spouse Life Insurance Benefits.
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Dependent Child Benefits

Voluntary Benefit	\$5,000
Maximum Benefit:	\$5,000
	The Maximum Benefit for a Dependent Child who is less than 6 months old is \$500.

Your Dependent Child's Life Insurance Benefits cannot exceed 100% of your Life Insurance Benefits.

All Dependent Child benefits are Guaranteed Issue.

Former Employee Benefits

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits allowable to you, less any amount of conversion insurance issued under the Conversion Privilege for Life Insurance. Any amount elected in excess of the Life Insurance Benefits in effect on the date you no longer qualify as an Employee will be effective on the date the Insurance Company agrees in writing to insure you.
Maximum Benefit Period	To Age 70.
Terminal Illness Benefit Maximum Benefit:	\$250,000

Spouse of Former Employee Benefits

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Voluntary Life Insurance Benefits available to a Spouse. Any amount elected in excess of the Voluntary Life Insurance Benefits in effect on the date your employment with the Employer ends will be effective on the date we agree in writing to insure him or her.
Maximum Benefit Period	To Age 70.
Terminal Illness Benefit Maximum Benefit:	75% of the Maximum Benefit applicable to Spouse Life Insurance Benefits.

Former Spouse Benefits

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Voluntary Life Insurance Benefits available to a Spouse. Any amount elected in excess of the Voluntary Life Insurance Benefits in effect on the date he or she no longer qualifies as a Spouse will be effective on the date we agree in writing to insure him or her.
Maximum Benefit Period	To Age 70
Terminal Illness Benefit Maximum Benefit:	75% of the Maximum Benefit applicable to Spouse Life Insurance Benefits.

Former Dependent Child Benefits

Amount of Insurance	Units of \$25,000
Guaranteed Issue Amount:	\$25,000
Maximum Benefit:	\$50,000
Maximum Benefit Period	To Age 70

TL-004774 (WA)

WHO IS ELIGIBLE

Classes of Eligible Persons

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

An Employee who is the Spouse of another Employee may not be insured for Voluntary Life Insurance as both an Employee and as a Spouse at the same time.

Any Employee, who is eligible for Voluntary Life Insurance, will not be eligible to be insured as a Dependent Child of another Employee.

If an Employee is eligible and has enrolled as the Spouse of another Employee, but ceases to be eligible to maintain the amount of insurance for which he or she has enrolled as a Spouse, that Employee may, within 31 days, enroll for coverage as an Employee, in an amount equal to the lesser of (1) the amount of Spouse Voluntary Life Insurance terminating, or (2) the maximum amount of Employee Voluntary Life Insurance for which the Employee is eligible. The Insurability Requirement does not apply. If this amount is not equal to a Voluntary Life Insurance coverage option, it will be adjusted to the next higher available Voluntary Life Insurance coverage option. This provision shall be in lieu of the Policy's provisions, if any, regarding coverage changes following Life Status Changes.

If a Spouse is eligible and has enrolled for Voluntary Life Insurance as an Employee, but ceases to be eligible to maintain the amount of insurance for which he or she has enrolled as an Employee, the Spouse may, within 31 days, instead become enrolled as a Spouse of another Employee, in an amount equal to the lesser of (1) the amount of Employee Voluntary Life Insurance terminating, or (2) the Maximum Benefit Amount of Spouse Voluntary Life Insurance for which the Spouse is eligible. The Insurability Requirement does not apply. If this amount is not equal to a Voluntary Life Insurance coverage option, it will be adjusted to the next higher available Voluntary Life Insurance coverage option.

A Dependent Child of two or more Employees may only be insured once under the Policy. If an Employee who has elected to insure Dependent Children ceases to be eligible to do so, then the Employee's Spouse may, within 31 days, elect to insure Dependent Children, provided he or she is insured as an Employee. In all cases, "Dependent Child" shall be defined with respect to the Employee who has enrolled dependent children.

In all cases, amounts of insurance referred to in these provisions shall be determined before the application of any reductions in benefits due to age.

Any amount of Voluntary Life Insurance Coverage which cannot be continued under the above provisions may be subject to the Conversion Privilege.

Employee

If you qualify under the Class Definition shown in the Schedule of Benefits, you are eligible to be insured under the Policy on the Policy Effective Date, or the day after you complete the applicable Eligibility Waiting Period, if later. The Eligibility Waiting Period will not apply if you are in Active Service on the Policy Effective Date and you satisfied the Eligibility Waiting Period, if any, of the Prior Plan. Credit will be given for any time you satisfied.

If you have previously converted your insurance under the Policy, you will not become eligible until your converted policy is surrendered. This does not apply to any amount of insurance that was previously converted under the Policy due to a reduction in your Life Insurance Benefits based on age or a change in class unless those conditions no longer affect the amount of insurance available to you.

Except as noted in the Reinstatement Provision, if you terminate coverage and later wish to reapply, or if you are a former Employee who is rehired, a new Eligibility Waiting Period must be satisfied. You are not required to satisfy a new Eligibility Waiting Period, if insurance ends because you are no longer in a Class of Eligible Employees, but continue to be employed by the Employer, and within one year you become a member of an eligible class.

Spouse

Your Spouse is eligible to be insured on the date you are eligible or the date he or she becomes your Spouse, if later. You must be insured for Voluntary Life Insurance in order to elect spouse coverage.

For eligibility purposes, your Spouse must be a lawful Spouse and not legally separated from, divorced from, or widowed by you. He or she must be under age 70 to be eligible.

Dependent Child

Your Dependent Child is eligible to be insured on the date you are eligible or the date the child becomes a Dependent Child, if later.

In no event will a Dependent Child be eligible to be insured more than once under the Policy.

TL-004710-1

WHEN COVERAGE BEGINS

You, your Spouse and Dependent Children will be insured for an amount not to exceed the Guaranteed Issue Amount on the date you become eligible, if you are not required to contribute to the cost of this insurance.

You and your Spouse will be insured for an amount that exceeds the Guaranteed Issue Amount on the date we agree in writing to provide this coverage. We will require an eligible person to satisfy the Insurability Requirement before we agree to insure him or her.

If you are required to contribute to the cost of this insurance, you may elect insurance for yourself, your Spouse and Dependent Children only by authorizing payroll deduction in a form approved by the Employer and us. The effective date of this insurance depends on the date and amount of insurance elected.

If you elect coverage within 31 days after you become eligible to enroll or increase coverage, the Guaranteed Issue Amount will be effective on the latest of the following dates:

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

If you or your Spouse elect insurance in an amount that exceeds the Guaranteed Issue Amount or if your enrollment form is received more than 31 days after you become eligible to elect coverage, this insurance is effective on the date we agree in writing to provide this coverage. We will require an eligible person to satisfy the Insurability Requirement before we agree to insure him or her.

If coverage for a Dependent Child is in force and another Dependent Child becomes eligible, coverage for that child is effective on the date he or she qualifies as a Dependent Child.

If you are not in Active Service on the date insurance would otherwise go into effect, it will be effective on the date you return to Active Service.

If an eligible Spouse or Dependent Child is:

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

on the date insurance would otherwise be effective, it will be effective on the date he or she is no longer an inpatient in these facilities or confined at home. If such Spouse or Dependent Child was covered by the Prior Plan immediately prior to the Policy Effective Date, this provision will not apply to the amount of coverage in effect as of the Policy Effective Date, but will apply to any increase in coverage. This does not apply to a Dependent Child who is age 6 months or less.

TL-004712

Takeover Provision*Special Terms Applicable to Previously Insured Employees Not in Active Service*

If you are not in Active Service on the Policy Effective Date, you are not covered under the Policy. However, We agree to provide a death benefit equal to the lesser of:

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

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

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

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

TL-009020

WHEN COVERAGE ENDS

Coverage will end on the earliest of the following dates:

1. the date you are eligible for coverage under a plan intended to replace this coverage;
2. the date we terminate the Policy;
3. the date you, your Spouse or Dependent Children are no longer in an eligible class;
4. the date coinciding with the end of the last period for which required premiums are paid;
5. the date you are no longer in Active Service;
6. for an Employee, Spouse or Dependent Child, the date the Employer cancels participation under the Policy; and
7. the date your coverage ends, for any insured Spouse or Dependent Child.

TL-004714

WHEN COVERAGE CONTINUES

Continuation for Temporary Leave of Absence or Family Medical Leave

If you are an Employee and your Active Service ends due to an Employer approved unpaid leave of absence or family medical leave, your insurance will continue if the required premium is paid.

In these circumstances, your insurance may continue as follows.

1. For an Employer approved unpaid leave of absence, up to the end of the month in which the leave begins.
2. For an Employer approved family medical leave, up to 12 weeks.

Continuation of Life Coverage During Labor Disputes

If your Active Service ends because of a Labor Dispute and your premium for Life Insurance Benefits under the Policy is paid either by the Employer, in whole or in part, or by you through payroll deductions, then you may continue your Life Insurance Benefits. The Employer will send you written notice of the right to continue coverage at your most recent address as on file with the Employer.

To continue coverage, you must pay premiums directly to the Employer, who will remit the premiums to us. Premiums must be paid by the date they are due, subject to the 31 day grace period. Policy coverages and premiums will stay the same during a Labor Dispute; however, we may make normal changes in premium rates when the Policy is renewed, under the terms set forth in the Policy.

Coverage continued in this manner will end on the earliest of the following dates.

1. The date the Labor Dispute has ended.
2. The date coverage has been continued for 6 months.

If the Labor Dispute continues beyond 6 months, you may apply for an individual insurance policy, as set forth in detail under "Conversion Privilege for Life Insurance."

"Labor Dispute," as used here, means a strike, lockout, or other labor dispute between the Employer and its Employees, during which time the Employee is not paid by the Employer.

Continuation for Disability for Employees over Age 60

If you become Disabled and are age 60 or over, the Life Insurance Benefits shown in the Schedule of Benefits will be continued, provided premiums are paid, until the earlier of the following dates:

1. The date you are no longer Disabled.
2. The date you are Disabled for 12 consecutive months.
3. The date coinciding with the end of the last period for which premiums are paid.
4. The date the Policy is terminated by us.

Amount of Insurance

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

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

"Regular Occupation" means the occupation you routinely perform at the time the Disability begins. We will consider the duties of the occupation as it is normally performed in the general labor market in the national economy.

Extended Death Benefit with Waiver of Premium

Extended Death Benefit

If you become Disabled and are less than age 60, the Life Insurance Benefits shown in the Schedule of Benefits will be extended without premium payment until the earlier of the following dates:

1. The date you are no longer Disabled; or
2. 12 months after the end of your Active Service.

Amount of Insurance

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

“Disability”/”Disabled” means because of Injury or Sickness you are unable to perform the material duties of your Regular Occupation; or are receiving disability benefits under the Employer’s plan.

“Regular Occupation” means the occupation you routinely perform at the time the Disability begins. We will consider the duties of the occupation as it is normally performed in the general labor market in the national economy.

Waiver of Premium

If you submit satisfactory proof that you have been continuously Disabled for 9 months, coverage will be extended up to age 65.

Such proof must be submitted to us no later than 3 months after the date the Waiver Waiting Period ends. Premiums will be waived from the date we agree in writing to waive premiums for you.

After premiums have been waived for 12 months, they will be waived for future periods of 12 months, if you remain Disabled and submit satisfactory proof that Disability continues. Satisfactory proof must be submitted to us 3 months before the end of the 12-month period.

Amount of Insurance

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

Termination of Waiver

Your insurance will end on the earliest of the following dates.

1. The date you are no longer Disabled;
2. The date you refuse to submit to any physical examination required by us;
3. The date you refuse to participate in a Rehabilitation Plan for which the Insurance Company determines you to be eligible;
4. The last day of the 12-month period of Disability during which you fail to submit satisfactory proof of continued Disability;
5. To Age 65.

“Disability/Disabled” means because of Injury or Sickness you are unable to perform the material duties of your Regular Occupation, or are receiving disability benefits under the Employer's plan, during the initial 9 months of Disability. Thereafter, you must be unable to perform all of the material duties of any occupation which you may reasonably become qualified based on education, training or experience, or are subject to the terms of a Rehabilitation Plan approved by the Insurance Company.

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

Rehabilitation During a Period of Disability

If the Insurance Company determines that you are a suitable candidate for rehabilitation, the Insurance Company may require you to participate in an assessment and Rehabilitation Plan, not to exceed 18 months, at our expense. The Insurance Company has the sole discretion to approve your participation in a Rehabilitation Plan and to approve a program as a Rehabilitation Plan. If you fail to fully cooperate in all required phases of the Rehabilitation Plan and assessment without Good Cause, your insurance under the Policy will end.

“Good Cause” means a medical reason preventing participation, in whole or in part, in the Rehabilitation Plan. Satisfactory proof of Good Cause must be provided to the Insurance Company.

“Rehabilitation Plan” means a written plan designed to enable the Employee to return to work. The Rehabilitation Plan will consist of one or more of the following phases:

1. Rehabilitation, under which the Insurance Company may provide, arrange or authorize educational, vocational or physical rehabilitation or other appropriate services;
2. Work, which may include modified work and work on a Part-time basis.

“Part-time” means regularly working less than the number of full time hours set by the Employer as a regular work day for Employees in an Eligible Class of Employees in the Policy.

TL-009745 as modified by TL-009745-1

Portability Options

For Employees

If your coverage under the Policy ends prior to age 70, for any of the following reasons:

- a. termination of employment; or
- b. termination of membership in an eligible class under the Policy;

Life Insurance Benefits may be continued up to the Maximum Benefit shown in the Schedule of Benefits for this option.

You must apply to the Insurance Company and pay the required premium. If you continue coverage, coverage for your Spouse or Dependent Child may also be continued by you. Your Spouse or Dependent Child must be covered under the Policy on the date coverage would otherwise end. The application must be submitted:

- a. within 31 days of your termination of employment or membership in an eligible class under the Policy; or
- b. during the time that you have to exercise the Conversion Privilege.

Coverage under this option may not be elected at a later date.

When applying for this option, you must name a beneficiary. Any beneficiary named previously under the Policy is no longer in effect. If there is no named or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives:

- a. spouse;
- b. child or children;
- c. mother or father;
- d. brothers or sisters; or
- e. the executors or administrators of your estate.

When coverage is continued under this option, you become a Former Employee. Your Spouse becomes a Spouse of a Former Employee. Your Dependent Child becomes a Dependent Child of a Former Employee.

If you, as a Former Employee, later acquire a Spouse or Dependent Child, you may elect coverage for them. You must apply to the Insurance Company and pay the required premium. Coverage for your Spouse or Dependent Child will be effective on the date we agree in writing to insure them. We may require that your Spouse or Dependent Child satisfy the Insurability Requirement before we agree to insure them.

Coverage will end on the earliest of the following dates.

- a. The date we cancel coverage for all Former Employees.
- b. The end of the period for which premiums are paid.
- c. The date an Insured reaches age 70.
- d. The date the Maximum Benefit Period shown in the Schedule of Benefits for this option ends.

Also, coverage for any Dependent Child will end on any of the dates listed above or when he or she no longer qualifies as a Dependent Child, if earlier.

For Spouses

If prior to age 70, a Spouse is:

- a. legally separated, divorced; or
- b. widowed

from an insured Employee or Former Employee, Life Insurance Benefits may be continued. Coverage may be continued up to the Maximum Benefit shown in the Schedule of Benefits for this option. The Spouse must apply to the Insurance Company and pay the required premium.

A Spouse who continues coverage may also continue coverage for a Dependent Child. The Dependent Child must be covered under the Policy on the date coverage would otherwise end. A Spouse must elect to continue insurance under this option within 31 days after coverage ends. Coverage may not be elected at a later date.

When applying for this option, a Spouse must name a beneficiary. Any beneficiary named previously under the Policy is no longer in effect. If there is no named or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives:

- a. spouse;
- b. child or children;
- c. mother or father;
- d. brothers or sisters; or
- e. the executors or administrators of the Spouse's estate.

When coverage is continued under this option, the Spouse becomes a Former Spouse. A separate certificate of insurance will be issued to the Former Spouse. Coverage will be effective on the date after coverage as a Spouse ends if the required premium is paid.

Coverage will end on the earliest of the following dates.

- a. The date we cancel coverage for all Former Spouses.
- b. The end of the period for which premiums are paid.
- c. The date the Former Spouse reaches age 70.
- d. The date the Maximum Benefit Period shown in the Schedule of Benefits for this option ends.

Also, coverage for a Dependent Child will end on any of the dates listed above or when he or she no longer qualifies as a Dependent Child, if earlier.

For Dependent Children

If a Dependent Child is insured under the Policy and is at least 19 years of age, Life Insurance Benefits may be continued under this option. Coverage may be continued up to the Maximum Benefit shown in the Schedule of Benefits for this option.

The Dependent Child must apply to the Insurance Company and pay the required premium. If a Dependent Child does not elect to continue insurance within 31 days after reaching age 19; or the date he or she no longer qualifies as a Dependent Child, if later, coverage under this option may not be elected at a later date.

When applying for this option, a Dependent Child must name a beneficiary. Any beneficiary named previously under the Policy is no longer in effect. If there is no named or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives:

- a. spouse;
- b. child or children;
- c. mother or father;
- d. brothers or sisters; or
- e. the executors or administrators of the Dependent Child's estate.

When a Dependent Child continues coverage under this option, he or she becomes a Former Dependent Child. A separate certificate of insurance will be issued to the Former Dependent Child. Coverage for a Former Dependent Child will be effective on the following dates.

- a. For any Guaranteed Issue Amount, immediately following the date his or her coverage as a Dependent Child ends, provided the Insurance Company receives the required premium.
- b. For any amount of insurance that exceeds the Guaranteed Issue Amount, the date the Insurance Company agrees in writing to insure him or her. The Insurance Company will require the Former Dependent Child to satisfy the Insurability Requirement before it agrees to insure him or her.

Coverage will end on the earliest of the following dates.

- a. The date we cancel coverage for all Former Dependent Children.
- b. The end of the period for which premiums are paid.
- c. The date the Former Dependent Child is age 70.
- d. The date the Maximum Benefit Period shown in the Schedule of Benefits for this option ends.

TL-004716 as modified by TL-009330

WHAT IS COVERED

LIFE INSURANCE BENEFITS

Death Benefit

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

TL-004730

Accelerated Benefits

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

Terminal Illness Benefit

We will pay a Terminal Illness Benefit if we determine you or your Spouse are Terminally Ill. The amount of this benefit is up to 75% of the Life Insurance Benefit in effect for you or your Spouse on the date we determine you are Terminally Ill up to the Maximum Benefit Amount shown in your Schedule of Benefits for this option. The Terminal Illness Benefit is payable only once in an Insured's lifetime.

Determination of Terminal Illness

For the purpose of determining the existence of a Terminal Illness, we will require you to submit the following proof.

1. A written diagnosis and prognosis by two Physicians licensed to practice in the United States.
2. Supportive evidence satisfactory to us, including but not limited to radiological, histological or laboratory reports documenting the Terminal Illness.

We may require, at our expense, you to be examined and a review of the documented evidence by a Physician of our choice. In the event the Physician representing us disputes the existence of a Terminal Illness, as defined below, and the dispute cannot be resolved, you have the right to mediation and binding arbitration in accordance with WAC 284-23-730.

"Terminal Illness" means a person is diagnosed by a Physician to have a prognosis of 24 months or less to live.

TL-004748 (WA)

Conversion Privilege for Life Insurance

Each Insured may convert all or any portion of his or her Life Insurance that would end under the Policy due to:

1. termination of employment;
2. termination of membership in an eligible class under the Policy;
3. termination of the Policy.

The Insured may apply for any type of life insurance we offer to persons of the same age in the amount applied for, except you may not:

1. choose term insurance;
2. apply for an amount of insurance greater than the coverage amount terminating under the Policy (also, the conversion policy will not provide accident, disability or other benefits); or
3. apply for more than \$10,000 of insurance if the Policy is terminated or amended to terminate the insurance for any class of Insureds, or the Employer cancels participation under the Policy. Conversion in these cases is only permitted if you have been covered by the Policy or, any group life insurance policy issued to the Employer which the Policy replaced, for at least 3 years.

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

To apply for conversion insurance, the Insured must, within 31 days after coverage under the Policy ends:

1. submit an application to us; and
2. pay the required premium.

Evidence of insurability is not required.

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

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

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

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

Extension of Conversion Period

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

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

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

Prior Conversion Limitation

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

TL-009740

CLAIM PROVISIONS

Notice of Claim

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

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

Claim Forms

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

Claimant Cooperation Provision

If you fail to cooperate with us in our administration of your claim, we may terminate the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Insurance Data

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

Proof of Loss

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

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

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

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

Time of Payment

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

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

To Whom Payable

Death Benefits will be paid to the Insured's named beneficiary, if any, on file at the time of payment. If there is no named beneficiary or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives: spouse or Registered Domestic Partner; child or children; mother or father; brothers or sisters; or to the executors or administrators of the Insured's estate. The Insurance Company may reduce the amount payable by any indebtedness due. ("Registered Domestic Partner" means a person who has entered into a Domestic Partnership with the Employee or Former Employee registered under any state which legally recognizes Domestic Partnerships or Civil Unions, and which confers on the Employee and Domestic Partner legal rights and obligations substantially similar to lawful marriage. Such person will continue to be recognized as a Registered Domestic Partner unless and until: (1) the Domestic Partnership is dissolved under applicable law; or (2) either the Employee or Former Employee or the Domestic Partner marries another person.)

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

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

Any other accrued benefits which are unpaid at your death will, at our option, be paid either to your beneficiary or to the executor or administrator of your estate.

If we pay benefits to the executor or administrator of your estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage whom we believe is equitably entitled. This good faith payment satisfies our legal duty to the extent of that payment.

Change of Beneficiary

You may change your beneficiary at any time by giving written notice to the Employer or to us. The beneficiary's consent is not required for this or any other change which you may make unless your designation of beneficiary is irrevocable.

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

Physical Examination and Autopsy

We may, at our expense, exercise the right to examine any person for whom a claim is pending as often as we may reasonably require. Also, we may, at our expense, require an autopsy unless prohibited by law.

Legal Actions

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

Time Limitations

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

Physician/Patient Relationship

You have the right to choose any Physician who is practicing legally. We will in no way disturb the Physician/patient relationship.

TL-004724

ADMINISTRATIVE PROVISIONS

Premiums

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

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

Your Grace Period

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

Reinstatement of Insurance

Your coverage may be reinstated without satisfying the Insurability Requirement, if your insurance ends because you are on an unpaid leave of absence and you apply for Reinstatement within 31 days of your return to Active Service.

After your insurance ends, it may be reinstated at any date prior to five years after the date of termination if the following conditions are met.

1. The Policy is still in force.
2. You are eligible under the Policy.
3. You send us a written request for reinstatement and a new enrollment form.
4. The required premium is paid.
5. The Insurability Requirement, if applicable, is satisfied.

TL-004722

GENERAL PROVISIONS

Incontestability

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

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

Misstatement of Age

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

Workers' Compensation Insurance

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

Assignment of Benefits

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

Clerical Error

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

Ownership of Records

All records maintained by the Insurance Company are, and shall remain, the property of the Insurance Company.

TL-004728 (WA)

DEFINITIONS

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

Active Service

If you are an Employee, you are in Active Service with the Employer on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

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

You are considered in Active Service on a day which is not one of the Employer's scheduled work days only if you were in Active Service on the preceding scheduled work day.

Annual Compensation

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

Dependent Child

An unmarried child who meets the following requirements.

1. A child {from live birth} {14 days of age} but less than 26 years old;
2. A child who is 26 or more years old, primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical incapacity.

The term "child" means:

- a. the Employee's natural child;
- b. the Employee's legally adopted child, beginning with any waiting period pending finalization of the child's adoption. It also means the legally adopted child of the Employee's Spouse provided the child is living with, and is financially dependent upon the Employee;
- c. a stepchild born to the Employee's Spouse and who is living with and financially dependent upon, the Employee;
- d. a child less than 26 years old (unless the child otherwise satisfies the requirement of paragraph 2 above) for whom the Employee is the court-appointed legal guardian and who resides with, and is financially dependent upon the Employee.

Employee

For eligibility purposes, you are an Employee if you work for the Employer and are in one of the "Classes of Eligible Employees." Otherwise, you are an Employee if you are an employee of the Employer who is insured under the Policy.

Employer

The Policyholder and any affiliates or subsidiaries covered under the Policy. The Employer is acting as your agent for transactions relating to this insurance. You shall not consider any actions of the Employer as actions of the Insurance Company.

Full-time

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

Injury

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

Insurability Requirement

An eligible person satisfies the Insurability Requirement for an amount of coverage on the day we agree in writing to accept you as insured for that amount. To determine a person's acceptability for coverage, we will require you to provide evidence of good health and may require it be provided at your expense.

Insurance Company

The Insurance Company underwriting the Policy is named on your certificate cover page. References to the Insurance Company have been changed to "we", "our", "ours", and "us" throughout the certificate.

Insured

You are an Insured if you are eligible for insurance under the Policy, insurance is elected for you, the required premium is paid and your coverage is in force under the Policy.

Physician

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

Prior Plan

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

Sickness

The term Sickness means a physical or mental illness.

Spouse

Your current lawful spouse under age 70.

TL-004708 (as modified by TL-010150)

This Rider is subject to every term, condition, exclusion, limitation, and provision of the Policy unless otherwise expressly provided for herein.

Effective Date of Rider: January 1, 2015, or if later the date your Coverage begins, as determined by the When Coverage Begins section of this Rider.

Class of Eligible Employees to which this Rider applies: All active full-time Employees of the Employer regularly scheduled to work at least 1,000 hours per year.

SURVIVOR INCOME BENEFIT COVERAGE

DEFINITIONS FOR USE WITH THIS RIDER/COVERAGE DESCRIPTION

Eligible Employee

You are an Eligible Employee for Survivor Income Benefit coverage under the Policy/Rider if he or she is in the Class of Eligible Employees to which this Rider applies and has an Eligible Spouse or an Eligible Child.

Eligible Survivor Spouse.

Your Eligible Spouse who survives you.

Eligible Survivor Child

Your Eligible Child who survives you.

Your natural child, born to your Eligible Survivor Spouse within ten months after your death, will be treated as your Eligible Child for purposes of payment of Survivor Income Benefits.

Eligible Spouse.

Your lawful spouse who is under age 65, subject to the following restrictions.

1. If you are Totally Disabled on the date the spouse would otherwise qualify as an Eligible Spouse, such spouse, will not qualify as an Eligible Spouse until the first day you complete one full day of Active Service following the date the Total Disability ends.
2. No spouse will become an Eligible Spouse after you die.

Your spouse will cease to be an Eligible Spouse on the earlier of the following dates:

1. The date you and the spouse become divorced.
2. The spouse's 65th birthday.

Eligible Child.

Your unmarried child who (1) is less than 19 years old and dependent upon you for support, or (2) is 19 or more years old but less than 25 years old, enrolled in a school as a full-time student, and dependent upon you for support.

The term "child" means a child born to you or a child that has been legally adopted by you.

In any event the following restrictions apply.

1. If you are Totally Disabled on the date the child would otherwise qualify as an Eligible Child, such Child, will not qualify as an Eligible Child until the first day you complete one full day of Active Service following the date the Total Disability ends.
2. No child will become an Eligible Child after you die.

Your child will cease to be an Eligible Child on the earliest of the following dates:

1. The date your child attains the age of 19 years, unless such child is in a school as a full-time student on that date.
2. The earlier of (a) the date your child who has attained the age of 19 years ceases to be enrolled in a school as a full-time student and (b) the date the child attains the age of 25 years.
3. The date the child marries.
4. The date the child ceases to be dependent upon you for support.
5. The date the child ceases to be your child due to termination of the parent-child relationship by court order.

Totally Disabled/Total Disability

You are unable to perform all the material duties of any occupation for which you are or become reasonably qualified based on education, training or experience due to disability that results from sickness, accidental bodily injury, or pregnancy.

ELIGIBILITY FOR INSURANCE

You are eligible to be insured on the Rider Effective Date or the day after you complete the applicable Eligibility Waiting Period, if later. The Eligibility Waiting Period will not apply to you if you are in Active Service on the Rider Effective Date, and were covered under the Prior Plan and satisfied the Eligibility Waiting Period, if any, of that plan. Credit will be given for any time that was satisfied.

If you have previously converted your Survivor Income Benefit Insurance under the Policy, you will not become eligible until the converted policy is surrendered. This does not apply to any amount of insurance that was previously converted under the Policy due to a reduction in the Survivor Income Benefit Insurance based on age or a change in class unless those conditions no longer affect the amount of coverage available to the Employee.

Except as noted in the Reinstatement Provision, if you terminate coverage and later wish to reapply, or if you are rehired, a new Eligibility Waiting Period must be satisfied. You are not required to satisfy a new Eligibility Waiting Period if insurance ends because you are no longer in a Class of Eligible Employees, but continue to be employed by the Employer, and within one year becomes a member of the eligible class.

When Coverage Begins

You will be insured for the Survivor Income Benefit Coverage on the later of the following dates.

1. The Effective Date of the Rider.
2. The date the Employee becomes eligible.

If you are not in Active Service on the date the Survivor Income Benefit Coverage would otherwise be effective, it will be effective on the date you return to Active Service.

When Coverage Ends

The Survivor Income Benefit Coverage will end on the earliest of the following dates.

1. The date you cease to be an Eligible Employee.
2. The date on which you become a full-time member of the armed forces of any country.
3. The date the coverage under this Rider is terminated.
4. The date the Policy terminates.
5. The date on which you cease to have an Eligible Spouse or Eligible Child.
6. The date you cease to be in Active Service on a full-time basis. However, your coverage may be continued (unless it ends as a result of items 1 through 4 above) during the following periods while you are absent from Active Service
 - a) while you are receiving full salary from the Employer;
 - b) while you are covered under the disability benefit as described under the section entitled "Continued Survivor Income Benefit During Total Disability";
 - c) during the first 60 day of (i) a temporary layoff, or (ii) a general work stoppage (including a strike or lock out) resulting from a labor dispute between your collective bargaining unit and the Employer;
 - d) during the first 180days of a leave of absence approved by the Employer.

Reinstatement of Coverage

You may become covered for the Survivor Income Benefit coverage after it ends because you cease to have an Eligible Spouse or an Eligible Child if the following conditions are met:

1. The Policy is still in force.
2. You are eligible under the Policy/Rider.
3. The required premium is paid.

The same requirements apply as under the section entitled "Eligibility," with the following modification:

If coverage ends because you cease to have an Eligible Spouse or any Eligible Children, you will be immediately eligible for coverage on the next date on which you acquire either an Eligible Spouse or an Eligible Child.

If a person has previously converted your Survivor Income Benefit Insurance under the Rider, he or she will not become eligible until the converted policy is surrendered. This does not apply to any amount of insurance that was previously converted under the Rider due to a reduction in the Survivor Income Benefit Insurance based on age or a change in class unless those conditions no longer affect the amount of coverage available to you.

When the Survivor Income Benefit is Paid

A monthly survivor income benefit, which becomes payable after your death, is paid at the end of each monthly period (measured from the date of your death), provided that you are survived by an Eligible Spouse or at least one Eligible Child.

Amount Payable

The Monthly Survivor Income Benefit payable for your Eligible Survivor is a percentage of your Insured Earnings (defined below) as follows:

- a) Eligible Survivor Spouse only: 30% not to exceed a monthly benefit maximum of \$2,000.
- b) Eligible Survivor Spouse and one Eligible Survivor Child: 60% not to exceed a monthly benefit maximum of \$2,000.
- c) Eligible Survivor Spouse and more than one Eligible Survivor Child: 30% for the eligible spouse and 20% divided equally among the eligible children.
- d) No Eligible Survivor Spouse and one, two, three or four Eligible Survivor Children: 10% for each eligible child.
- a) No Eligible Survivor Spouse and five or more Eligible Survivor Children: 50% divided equally among the Eligible Survivor Children.

Insured Earnings are the first \$8,333 of your monthly rate of earnings from the Employer including commissions and deferred compensation, but excluding bonuses, overtime pay and any other extra compensation. The following rules apply to the computation of your monthly rate of earnings:

1. Commissions: Your monthly rate of earnings on any date includes the average monthly commission paid to you by the Employer during the preceding 12 calendar months (or during your period of employment if less than 12 months).
2. Weekly Pay: Weekly earnings are multiplied by 4.333 to find your monthly rate of earnings.
3. Hourly Pay: An hourly pay rate is multiplied by the number of hours you are regularly scheduled to work per month (but not more than 173) to find your monthly rate of earnings.
4. If you do not have regular work hours, your monthly rate of earnings on any date will be based on the average number of hours you worked during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 173.
5. The monthly Survivor Income Benefit amount that is payable after your death will be based on your Insured Earnings in effect on your last full day of Active Service before your death. Any change in the amount of your monthly rate of earnings which is approved or becomes effective after that last full day of your Active Service will have no effect on the amount of the survivor income benefits payable after your death.

When Benefits End

Survivor Income Benefit payments for an Eligible Survivor Spouse will continue until the earliest of the following dates:

1. the date of the death of the Eligible Survivor Spouse; or
2. the date of the remarriage of the Eligible Survivor Spouse; or
3. the date the Eligible Survivor Spouse becomes 65 years of age.

An Eligible Survivor Spouse whose Survivor Income Benefit payments end due to remarriage may be eligible for a Remarriage Benefit. See the Remarriage Benefits section below.

Survivor Income Benefit payments for an Eligible Survivor Child will continue until the earliest of the following dates

1. the date of the death of the Eligible Survivor Child; or
2. the date the Eligible Survivor Child is married; or
3. the date the Eligible Survivor Child becomes 19 years of age, unless the child is a registered student in full-time attendance at an accredited educational institution on that date; or
4. the earlier of (a) the date the Eligible Survivor Child who is age 19 or older ceases to be a registered student in full-time attendance at an accredited educational institution and (b) the date the eligible child attains the age of 25 years.

Conversion Provision for Survivor Income Benefit

If your Survivor Benefit Income Benefit coverage terminates for any reason, other than failure to make the required premium contribution, an amount not in excess of the present value of the benefit may be converted to a policy of individual insurance with Life Insurance Company of North America. The present value of your Survivor Benefits as of the date of the termination is the amount determined in good faith by the Insurer's group actuary, based on appropriate assumption as to discount rate, mortality and remarriage. All conditions and provisions of the Conversion Privilege section of the Policy to which this Rider applies will apply to the amount with the following exception.

If you die within the 31-day period during which you have the right to obtain an individual policy, the Insurer will pay a lump sum benefit equal to the maximum amount you had a right to convert under this Rider whether or not application was made for an individual policy. The lump sum benefit will be divided among your Eligible Survivor Spouse and Eligible Survivor Children in proportion to the present value of the future Survivor Income Benefits calculated with respect to each Eligible Spouse and Eligible Child. Payment will be made to the estate of any Eligible Survivor Spouse or Eligible Survivor Child who dies after the date the 31 day period begins and before the lump sum benefit is paid. No benefit is payable with respect to any child born after the date the 31 day period begins.

Continued Survivor Income Benefit During Total Disability If you become Totally Disabled while covered for Survivor Income Benefit Coverage of this Rider and before your 60th birthday and you remain Totally Disabled for at least six months, such coverage will be continued for as long as you remain continuously Totally Disabled, but not beyond the end of the calendar month in which you attain the age of 70 years. You must be under the regular care of a Physician. The Physician cannot be you or a member of your immediate family. Immediate family consists of your spouse, children, parents, grandparents, grandchildren, brothers and sisters, and their spouses. No premiums will be charged for the continued Survivor Income Benefit while you are Totally Disabled. This Continued Survivor Income Benefit is subject to the following provisions:

1. Changes During Total Disability.

For the purposes of this Continued Survivor Income Benefit, Insured Earnings equal the your Insured Earnings as of the date your Total Disability commenced, and will not change while you remain Totally Disabled. The Survivor Income Benefit payable in the event of your death will not be affected by the termination nor by amendment of this Rider after the date you become Totally Disabled.

2. Time Limits on Providing Proof of Total Disability to Claim Continued Survivor Income Benefits.

You (or in the event of your death, your Eligible Survivor) must provide the Insurer with satisfactory written proof of your continuous Total Disability within 12 months after the end of the last period for which premiums were paid for his or her Survivor Income Benefit. If the claim for Continued Survivor Income Benefit is approved, the Insurer will require satisfactory written proof of continuing Total Disability at intervals determined by the Insurer. All proof of Total Disability must be provided to the Insurer at your expense.

3. Refund of Premiums:

Upon receipt of satisfactory written proof that you qualify for Continued Survivor Income Benefits and that you have been continuously Totally Disabled for six or more months, the Insurer will refund to the Policyholder all premiums paid for the Employee's Survivor Income Benefit while he or she qualified for Continued Survivor Income Benefits. However, no premiums will be refunded for any period more than one year before the Insurer receives proof of loss in support of the claim for Continued Survivor Income Benefits. If the Employee dies during the first six months of continuous Total Disability, all premiums paid for that period will be refunded and the eligible Survivor Income Benefits will be paid.

4. Independent Examination:

The Insurer has the right to have you examined at its expense at reasonable intervals while you are claiming coverage under the Continued Survivor Income Benefits provision. Any such examination will be conducted by one or more Physicians or vocational specialists chosen by the Insurer

5. When Continued Survivor Income Benefits end.

Continued Survivor Income Benefits will end automatically on the earliest of the following dates: (a) the date you cease to be Totally Disabled; or (b) 90 days after the date the Insurer mails you a request for proof of your continued Total Disability unless you provide the Insurer with the required proof within that 90-day period, or (c) the date you fail to provide the Insurer with a reasonable opportunity to have you independently examined at its expense; or (d) the effective date of any individual policy of insurance issued to you in accordance with the Conversion Privilege section of the Rider; or (e) the date you cease to have an Eligible Spouse or any Eligible Children; or (f) the last day of the calendar month in which you attain the age of 70 years.

Remarriage Benefits

Survivor Income Benefits payable to an Eligible Survivor Spouse will end upon his or her remarriage. However, if the Insurer is notified in writing within 60 days of the remarriage, the remarried spouse whose Survivor Income Benefits ended due to remarriage will be entitled to receive remarriage benefits. Remarriage benefits means a single lump-sum payment to the Eligible Survivor Spouse equal to twelve times the monthly Survivor Income Benefit payable for an Eligible Survivor Spouse only. If, however, the remarried spouse fails to notify us of the remarriage as set out above, and an over payment of Survivor Income Benefits results, the Insurer will notify the remarried spouse of the amount of the overpayment. The remarried spouse must immediately reimburse the Insurer for the amount of the over payment.

PAYMENT OF SURVIVOR INCOME BENEFIT CLAIMS

All Survivor Income Benefits for an Eligible Survivor Spouse will be paid to the Eligible Survivor Spouse. All Survivor Income Benefits for an Eligible Survivor Child will be paid to him or her. However, if the Eligible Survivor Child is under the age of 18, then the monthly Survivor Income Benefits will be paid to the guardian or conservator of the Eligible Survivor Child's estate after the Insurer receives certified letters of guardianship or conservatorship of the estate of the eligible child. If no guardian or conservator of the estate of the eligible child is appointed by a court having jurisdiction over the Eligible Survivor Child's estate, then the Insurer shall retain the Eligible Survivor Child's monthly Survivor Income Benefits, in a separate account, which shall accrue interest at a rate establish by the Insurer. The entire balance of the account shall be paid to the, Eligible Survivor Child upon receiving confirmation, satisfactory to the Insurer that Eligible Survivor Child has reached 18 years of age. If no person is able to give the Insurer a valid release for payment of Survivor Income Benefits payable to an Eligible Survivor, the Insurer shall retain the benefits in a separate account. Such benefits shall accrue interest at a rate established by the Insurer. The Insurer will pay the benefits plus accrued interest, at such time as claim is made by a person who is able to give a valid release. In determining whether any person can give a valid release, the laws of the state in which the Eligible Survivor resides will be applied. If the monthly Survivor Income Benefit payable to or on behalf of any person is less than \$20.00, the Insurer may pay the Survivor Income Benefit for that person on an annual basis. If the Survivor Income Benefit is paid annually, the first annual payment (equal to twelve times the monthly Survivor Income Benefit) will be made on the date which is eleven months after the date on which the first monthly payment would have been made. Subsequent payments will be made at the end of each year, as established by the date of the first payment.

PROOF OF LOSS

Satisfactory written proof of loss in connection with a claim for benefits must be provided to the Insurer at the expense of the claimant. No benefits will be paid until the Insurer has received such proof of loss. Before making any payment of Survivor Income Benefits, the Insurer may require proof satisfactory to it of the age and family status of any Eligible Survivor Spouse or Eligible Survivor Child. The Insurer may rely on an affidavit or other written evidence deemed satisfactory to it to determine the eligibility of any person claiming Survivor Income Benefits. All benefits must be claimed within 90 days after the date of loss or as soon thereafter as reasonably possible and, in any case, within one year after the end of that 90-day period. Claims not filed within these time limits will be denied and no benefits will be paid. These time limits will not apply during any period when the person filing the claim lacked the legal capacity to file a claim.

LIFE INSURANCE COMPANY OF NORTH AMERICA

A handwritten signature in black ink that reads "Matthew G. Manders". The signature is written in a cursive, flowing style.

Matthew G. Manders, President

TL-010155

**AMENDATORY RIDER
DOMESTIC PARTNER/CIVIL UNION PARTNER COVERAGE**

Policy No. FLX-966323
Effective Date: January 1, 2015

This rider amends the Policy and Certificate to which it is attached. It is effective on the Effective Date shown above, and expires when the Policy expires.

Domestic Partner/Civil Union Partner means the following:

1. A person with whom the Employee or Former Employee has a registered civil union or domestic partnership under state law which imposes legal obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Domestic Partner or Civil Union Partner unless and until: (1) the civil union or domestic partnership is dissolved under applicable law; or (2) either the Employee or the Domestic Partner/Civil Union Partner marries another person.
2. A person who was legally married to the Employee or Former Employee under the laws of a state permitting marriage of partners of the same sex, where the Employee or Former Employee and Domestic Partner/Civil Union Partner currently reside in a state that does not recognize a valid marriage. This shall not apply if:
 - a. the marriage has been terminated by legal process, or;
 - b. either the Employee or Former Employee or the Domestic Partner/Civil Union Partner has entered into a valid marriage, civil union or domestic partnership under state law.

All references in the policy to “Spouse” shall be changed to read “Spouse, Domestic Partner, and Civil Union Partner” except as follows:

1. The definition of “Spouse” remains unchanged.
2. A Domestic Partner/Civil Union Partner shall be deemed eligible to be enrolled for insurance on the latest of:
 - a. the date of registration under Item 1 of the definition of Domestic Partner/Civil Union Partner;
 - b. the date that the Employee or Former Employee is eligible for insurance under the Policy; or;
 - c. the effective date of this Amendment to the Policy.
3. A child of a Domestic Partner/Civil Union Partner may only be eligible to be insured if:
 - a. the child is primarily dependent on the Employee for financial support;
 - b. the Employee has a legal obligation of support of the child; or
 - c. the Employee is the child’s legal guardian.

Any provision of the Policy that otherwise excludes any person who is not legally able to marry the Employee or Former Employee is changed by the following:

In the case of any person of the same sex as the Employee or Former Employee, the exclusion of persons legally able to marry will not apply for the first 12 months that the Employee's or Former Employee's state of residence allows same-sex couples to marry.

Except for the above this rider does not change the Policy or Certificate to which it is attached.

LIFE INSURANCE COMPANY OF NORTH AMERICA

A handwritten signature in black ink that reads "Matthew G. Manders". The signature is written in a cursive style with a large, stylized initial 'M'.

Matthew G. Manders, President

TL-007153

IMPORTANT CHANGES FOR STATE REQUIREMENTS

If you reside in one of the following states, please read the important changes below. The provisions of your certificate are modified for residents of the following states. The modifications listed apply only to residents of that state.

California Residents:

Conversion Privilege for Life Insurance

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

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

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

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

**UNDERWRITTEN BY:
LIFE INSURANCE COMPANY OF NORTH AMERICA
a Cigna company**

Class 1
03/2015

