

CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION ACT

SUMMARY DOCUMENT AND DISCLAIMER

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guarantee Association ("CLHIGA"). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guarantee Association will assess its other member insurance companies for the money to pay the claims of the insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guarantee Association is not unlimited, however, as noted below, and is not a substitute for consumers' care in selecting insurers.

The California Life and Health Insurance Guarantee Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. **However, insurance companies and their agents are prohibited by law from using the existence of the guarantee association to induce you to purchase any kind of insurance policy.**

Policyholders with additional questions should first contact their insurer or agent or may then contact:

The California Life and Health Insurance Guarantee Association

PO Box 17319

Beverly Hills CA 90209-3319

OR

Consumer Services Division

California Department of Insurance

300 Spring St, 11th Fl

Los Angeles CA 90013

The state law that provides for this safety-net coverage is called the California Life and Health Guarantee Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

COVERAGE

Generally, individuals will be protected by the California Life and Health Insurance Guarantee Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Guarantee Association if:

Their insurer was not authorized to do business in this state when it issued the policy or contract;

Their policy was issued by a health care service plan (HMO, Blue Cross, Blue Shield), a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;

They are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.

The Guarantee Association also does not provide coverage for:

Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;

Employer or association plans, to the extent they are self-funded or uninsured;

Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;

Any policy of reinsurance unless an assumption certificate was issued;

Interest rate yields that exceed an average rate;

Any portion of a contract that provides dividends or experience rating credits.

LIMITS ON AMOUNT OF COVERAGE

The Act limits the Association to pay benefits as follows:

LIFE AND ANNUITY BENEFITS

80% of what the insurance company would owe under a policy or contract up to \$100,000 in cash surrender values,

\$100,000 in present value of annuities, or

\$250,000 in life insurance death benefits.

A maximum of \$250,000 for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverages.

HEALTH BENEFITS

A maximum of \$200,000 of the contractual obligations that the health insurance company would owe were it not insolvent. The maximum may increase or decrease annually based upon changes in the health care cost component of the consumer price index.

PREMIUM SURCHARGE

Member insurers are required to recoup assessments paid to the Association by way of a surcharge on premiums charged for health insurance policies to which the Act applies.

CALIFORNIA NOTICE OF COMPLAINT PROCEDURE

Should any dispute arise about your premium or about a claim that you have filed, write to the company that issued the group policy. If the problem is not resolved, you may also write to the State of California, Department of Insurance, Consumer Services Division, 300 S. Spring Street, 11th FL, Los Angeles, CA 90013, or call toll-free 1-800-927-HELP (4357). This notice of complaint procedure is for information only and does not become a part or condition of this group policy/certificate.

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
900 SW Fifth Avenue
Portland, Oregon 97204-1282
(503) 321-7000

People. Not just policies.®

GROUP LIFE INSURANCE CERTIFICATE AND SUMMARY PLAN DESCRIPTION

POLICYHOLDER:	University of the Pacific
GROUP POLICY NUMBER:	134531-A
GROUP POLICY EFFECTIVE DATE:	October 1, 2003
GROUP POLICY ANNIVERSARY DATE:	January 1, 2004 and each future January 1
STATE OF ISSUE:	California

The Table of Contents on the next page will help you locate important items, such as the date you become eligible, the benefits and definitions of terms.

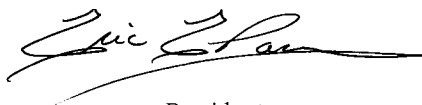
PLEASE READ THE ENTIRE CERTIFICATE AND SUMMARY PLAN DESCRIPTION. IT IS IMPORTANT.

This certificate details the main features of the insurance provided under the Group Policy issued to the Policyholder by Standard Insurance Company (Standard). Subject to the terms and conditions of the Group Policy, you are insured for the benefits described in this certificate. Possession of this certificate and summary plan description does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this certificate and summary plan description.

This certificate includes an Accelerated Benefit. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" in Internal Revenue Code section 101, your accelerated benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit. .

Unless defined differently within a particular provision, the terms "you" and "your" mean the insured Employee. Other defined terms appear with their initial letters capitalized.

This certificate replaces any other certificates that may have been previously issued to you describing this insurance.



President

ELIGIBLE EMPLOYEES OTHER THAN EXECUTIVE OFFICERS

GCTC1002-LIFE

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PART 1: BENEFITS AT A GLANCE

ELIGIBILITY

Employer

University of the Pacific

Eligible Class(es)

Eligible Class: All active full-time Employees, other than executive officers

Work Test

All Employees other than executive officers, who are employed in a position that has a duration of at least 9 months and who are scheduled to work during that period of time:

You must work at least 20 hours per week to be considered a full-time Employee under the Group Policy.

Waiting Period

For Employees in an Eligible Class on the Group Policy Effective Date:

For all Employees eligible for insurance: None

For Employees who enter an Eligible Class after the Group Policy Effective Date:

For all Employees eligible for insurance: Until the first day of calendar month coinciding with or next following the date you become a member of an Eligible Class

LIFE INSURANCE FOR EMPLOYEES

(A) A Death Benefit

...will be paid to the Beneficiary. See PART 3: SCHEDULE OF BENEFITS for the amount to be paid.

(B) A Waiver Of Life Insurance Premium Benefit

...will be provided during your continuous Total Disability. Your life insurance under the Group Policy will be continued without premium payments during your Total Disability. See PART 4: TYPES OF BENEFITS, "The Waiver Of Life Insurance Premium Benefit," for more information.

(C) An Accelerated Benefit

...may be provided if you have a Terminal Illness. See PART 4: TYPES OF BENEFITS, "The Accelerated Benefit" for more information.

(D) A Conversion Privilege

...permits you to purchase an individual life insurance policy, without providing Evidence Of Insurability, when your life insurance under the Group Policy ceases. See PART 6: WHEN INSURANCE CEASES, "Conversion Of Life Insurance" for more information on converting your life insurance.

(E) A Portability Provision

...permits you to elect group life insurance after your employment terminates. See PART 6: WHEN INSURANCE CEASES, "Portable Life Insurance" for more information.

No Death Benefit Will Be Paid for Optional Life Insurance For Employees

...if your death results from suicide or other intentionally self-inflicted injury, while sane or insane.

ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE FOR EMPLOYEES

(A) An AD&D Benefit

...will be paid to you if you are living; otherwise to the Beneficiary. See PART 4: TYPES OF BENEFITS, "ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT" for more information.

(B) Additional AD&D Benefits

...will be paid if you suffer a loss while properly wearing a Seat Belt System. See PART 4: TYPES OF BENEFITS, "ACCIDENTAL DEATH AND DISMEMBERMENT" for more information.

...will be paid if you suffer a loss while protected by an Air Bag System. See PART 4: TYPES OF BENEFITS, "ACCIDENTAL DEATH AND DISMEMBERMENT" for more information.

...will be paid if you die at least 200 miles from your principle residence. See PART 4: TYPES OF BENEFITS, "ACCIDENTAL DEATH AND DISMEMBERMENT" for more information.

No AD&D Will Be Paid

...if your death or other loss is caused or contributed to by:

- (1) a disease or illness of any kind, including heart attack or stroke; or
- (2) suicide, while sane or insane; or
- (3) an intentionally self-inflicted condition, while sane or insane; or
- (4) War or act of War; or
- (5) committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot; or
- (6) the voluntary use or consumption of alcohol or being under the influence of a narcotic, unless used or consumed according to the directions of a Physician.

(C) A Portability Provision

...permits you to elect group accidental death and dismemberment insurance after your employment terminates. See PART 6: WHEN INSURANCE CEASES, "Portable Life Insurance" for more information.

LIFE INSURANCE FOR DEPENDENTS

(A) A Death Benefit

...will be paid to you. See PART 3: SCHEDULE OF BENEFITS, "FOR DEPENDENTS" for the amount to be paid.

(B) Other Types Of Benefits Provided

...are set forth in PART 4: TYPES OF BENEFITS, "FOR DEPENDENTS"

(C) A Conversion Privilege

...permits your Dependent(s) to purchase an individual life insurance policy, without providing Evidence Of Insurability, when life insurance under the Group Policy ceases. See PART 6: WHEN INSURANCE CEASES FOR DEPENDENTS, "Conversion Of Life Insurance" for more information.

(D) A Portability Provision

...permits you to elect group life insurance for your Dependents after your employment terminates. See PART 6: WHEN INSURANCE CEASES, "FOR DEPENDENTS" for more information.

No Death Benefit Will Be Paid for Dependents

...if your Dependent's death results from suicide or other intentionally self-inflicted injury, while sane or insane.

ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE FOR DEPENDENTS

(A) An AD&D Benefit

...will be paid to you if you are living; otherwise to the Beneficiary. See PART 4: TYPES OF BENEFITS, "ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT" for more information.

(B) Additional AD&D Benefits

...will be paid if your Dependent suffers a loss while properly wearing a Seat Belt System. See PART 4: TYPES OF BENEFITS, "ACCIDENTAL DEATH AND DISMEMBERMENT" for more information.

...will be paid if your Dependent suffers a loss while protected by an Air Bag System. See PART 4: TYPES OF BENEFITS, "ACCIDENTAL DEATH AND DISMEMBERMENT" for more information.

...will be paid if your Dependent dies at least 200 miles from your principle residence. See PART 4: TYPES OF BENEFITS, "ACCIDENTAL DEATH AND DISMEMBERMENT" for more information.

No AD&D Will Be Paid

...if your Dependent(s) death or other loss is caused or contributed to by:

- (1) a disease or illness of any kind, including heart attack or stroke; or
- (2) suicide, while sane or insane; or
- (3) an intentionally self-inflicted condition, while sane or insane; or
- (4) War or act of War; or
- (5) committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot; or
- (6) the voluntary use or consumption of alcohol or being under the influence of a narcotic, unless used or consumed according to the directions of a Physician.

PART 2: ELIGIBILITY

TO BE ELIGIBLE FOR INSURANCE FOR EMPLOYEES

To Be Eligible For Insurance

...you must be in an Eligible Class and meet any required Work Test as set forth in PART 1: BENEFITS AT A GLANCE.

You Will Become Eligible For Insurance

...on the latest of:

- (1) the Group Policy Effective Date, if you are in an Eligible Class and have completed the required Waiting Period on that date.
- (2) the first day of the month that falls on or next follows the date you complete any required Waiting Period shown in PART 1: BENEFITS AT A GLANCE for your Eligible Class.
- (3) the first day of the month that falls on or next follows the date you complete any required Waiting Period shown in PART 1: BENEFITS AT A GLANCE for your Eligible Class, if you enter the class after the Group Policy Effective Date;

provided you meet the Active Work Requirement as set forth in PART 2: ELIGIBILITY on the date you are to become eligible.

If You Are Rehired

...within 1 year of the date employment ceased, you will become eligible for insurance on:

- (1) the date of your re-entry into an Eligible Class, if you meet any required Work Test as set forth in PART 1: BENEFITS AT A GLANCE and you were previously insured under the Group Policy; or
- (2) the date you become eligible for insurance as set forth in PART 2: ELIGIBILITY, "You Will Become Eligible for Insurance", if you were not previously insured under the Group Policy. All full months of service in an Eligible Class prior to the date employment ceased will be used in determining this date.

provided you meet the Active Work Requirement as set forth in PART 2: ELIGIBILITY on the date you are to become eligible.

TO BECOME INSURED FOR INSURANCE FOR EMPLOYEES

To Become Insured:

For Life Insurance Under the Basic Schedule

...you must be eligible for insurance.

For Life Insurance Under Option 1 (Additional 1 Times Salary)

For Optional Insurance Up to and including \$250,000

...you must:

- (A) be eligible for insurance; and
- (B) give Written Election to your Employer within 31 days after the date you become eligible, if you are required to pay for all or part of the cost for Optional Life Insurance. See PART 2 ELIGIBILITY, "Cost For Insurance". Otherwise, you must wait until the next Annual Enrollment Period to enroll and Evidence Of Insurability satisfactory to Standard will also be required.

For Optional Insurance Exceeding \$250,000

...you must:

- (A) be eligible for insurance; and
- (B) give Written Election to your Employer within 31 days after the date you become eligible, if you are required to pay for all or part of the cost for Optional Life Insurance. See PART 2 ELIGIBILITY, "Cost For Insurance". Otherwise, you must wait until the next Annual Enrollment Period to enroll and Evidence Of Insurability satisfactory to Standard will also be required; and

- (C) submit Evidence Of Insurability satisfactory to Standard to become insured for amounts of Optional Life Insurance above \$250,000 (the Guarantee Issue Amount for Optional Life Insurance).

For Life Insurance Under Option 2 (Additional 2 or 3 Times Salary)

...you must:

- (A) be eligible for insurance; and
- (B) give Written Election to your Employer within 31 days after the date you become eligible, if you are required to pay for all or part of the cost for Optional Life Insurance. See PART 2 ELIGIBILITY, "Cost For Insurance". Otherwise, you must wait until the next Annual Enrollment Period to enroll and Evidence Of Insurability satisfactory to Standard will also be required; and
- (C) submit Evidence Of Insurability satisfactory to Standard to become insured for amounts of Optional Life Insurance above \$250,000 (the Guarantee Issue Amount for Optional Life Insurance).

For Accidental Death And Dismemberment Insurance Under the Basic Schedule

...you must be eligible for insurance.

For Accidental Death And Dismemberment Insurance Under the Optional Schedule

...you must:

- (A) be eligible for insurance; and
- (B) give Written Election to your Employer within 31 days after the date you become eligible, if you are required to pay for all or part of the cost for Accidental Death And Dismemberment Insurance. Otherwise, you must wait until the next Annual Enrollment Period to enroll. See PART 2 ELIGIBILITY, "Cost For Insurance".

Your Insurance Will Become Effective:

For Basic Life Insurance

...on the date you become eligible, if no Written Election is required;

provided you meet the Active Work Requirement as set forth in PART 2: ELIGIBILITY on the date your insurance is to begin.

For Life Insurance Under Option 1 (Additional 1 Times Salary)

For Amounts of Insurance Up to and including \$250,000

...on the latest of the following:

- (1) the first of the month that falls on or next follows the date you become eligible, if Written Election is required and given to your Employer on or before that date; or
- (2) the first of the month that falls on or next follows the date your Employer receives your Written Election, if Written Election is required and given within 31 days after the date you become eligible; or
- (3) the date you become eligible, if no Written Election is required; or
- (4) the January 1 following the date of an Annual Enrollment Period, if Written Election is given to your Employer on or before the end of the Annual Enrollment Period, or if later, on the date your Evidence Of Insurability is approved, if Written Election is given to your Employer more than 31 days after you become eligible;

provided you meet the Active Work Requirement as set forth in PART 2: ELIGIBILITY on the date your insurance is to begin.

For Amounts Insurance Exceeding \$250,000

...on the latest of the following:

- (1) the first of the month that falls on or next follows the date you become eligible, if Written Election is required and given to your Employer on or before that date; or
- (2) the first of the month that falls on or next follows the date your Employer receives your Written Election, if Written Election is required and given within 31 days after the date you become eligible; or
- (3) the date Standard approves your Evidence Of Insurability, furnished at no cost to Standard, for Optional Life Insurance amounts over \$250,000 if Written Election is required and given to your Employer more than 31 days after you become eligible; or
- (4) the date you become eligible, if no Written Election is required; or
- (5) the date Standard approves your Evidence Of Insurability, furnished at no cost to Standard, for Life Insurance amounts over any Guarantee Issue Amount; or
- (6) the January 1 following the date of an Annual Enrollment Period, if Written Election is given to your Employer on or before the end of the Annual Enrollment Period, or if later, on the date your Evidence Of Insurability is approved if Written Election is given to your Employer more than 31 days after you become eligible;

provided you meet the Active Work Requirement as set forth in PART 2: ELIGIBILITY on the date your insurance is to begin.

For Life Insurance Under Option 2 (Additional 2 or 3 Times Salary)

...on the latest of the following:

- (1) the first of the month that falls on or next follows the date you become eligible, if Written Election is required and given to your Employer on or before that date; or
- (2) the first of the month that falls on or next follows the date your Employer receives your Written Election, if Written Election is required and given within 31 days after the date you become eligible; or
- (3) the date Standard approves your Evidence Of Insurability, furnished at no cost to Standard, for Optional Life Insurance amounts over \$250,000 if Written Election is required and given to your Employer more than 31 days after you become eligible; or
- (4) the date you become eligible, if no Written Election is required; or
- (5) the date Standard approves your Evidence Of Insurability, furnished at no cost to Standard, for Life Insurance amounts over any Guarantee Issue Amount; or
- (6) the January 1 following the date of an Annual Enrollment Period, if Written Election is given to your Employer on or before the end of the Annual Enrollment Period, or if later, on the date your Evidence Of Insurability is approved if Written Election is given to your Employer more than 31 days after you become eligible;

provided you meet the Active Work Requirement as set forth in PART 2: ELIGIBILITY on the date your insurance is to begin.

For Accidental Death And Dismemberment Insurance

For Basic Accidental Death And Dismemberment Insurance

...on the date you become eligible, if no Written Election is required.

For Optional Accidental Death And Dismemberment Insurance

...on the latest of the following:

- (1) the first of the month that falls on or next follows the date you become eligible, if Written Election is required and given to your Employer on or before that date; or
- (2) the first of the month that falls on or next follows the date your Employer receives Written Election, if Written Election is required and given within 31 days after the date you become eligible; or
- (3) the first of the month that falls on or next follows the date you become eligible, if no Written Election is required; or
- (4) the January 1 following the date of an Annual Enrollment Period, if Written Election is given to your Employer on or before the end of the Annual Enrollment Period;

provided you meet the Active Work Requirement as set forth in PART 2: ELIGIBILITY on the date your insurance is to begin.

TO BE ELIGIBLE FOR DEPENDENTS INSURANCE

To Be Eligible For Dependents Insurance

...you must be in an Eligible Class as set forth in "PART 2: BENEFITS AT A GLANCE."

You Will Become Eligible For Dependents Insurance

...on the later of the date you:

- (1) become eligible for Employee Insurance; or
- (2) first acquire a Dependent.

TO BECOME INSURED FOR DEPENDENTS INSURANCE

You Must Be Insured For

...Life Insurance to insure your dependents for Dependents Life Insurance.

A person cannot be insured as both an Employee and a Dependent. A Child may not be insured by more than one Employee. Dependents may not be insured by Retired Employees.

To Insure Your Dependents for:

Dependent Spouse Life Insurance Amounts of \$20,000 or Less or for Dependent Child Amounts of \$5,000 or \$10,000

...you must:

- (A) be eligible for insurance; and
- (B) have Dependent(s); and
- (C) give your Written Election to your Employer within 31 days after the date you become eligible, if you are required to pay for all or part of the cost for Dependents Life Insurance. See PART 2 ELIGIBILITY, "Cost For Insurance". Otherwise, you must wait until the next Annual Enrollment Period to enroll and Evidence Of Insurability satisfactory to Standard will also be required.

Dependent Spouse Life Insurance Amounts in Excess of \$20,000 or for Dependent Child Amount of \$20,000

...you must:

- (A) be eligible for insurance; and
- (B) have Dependent(s); and
- (C) give your Written Election to your Employer within 31 days after the date you become eligible, if you are required to pay for all or part of the cost for Dependents Life Insurance. See PART 2 ELIGIBILITY, "Cost For Insurance". Otherwise, you must wait until the next Annual Enrollment Period to enroll and Evidence Of Insurability satisfactory to Standard will also be required; and
- (D) submit a statement of your Dependent's Evidence Of Insurability satisfactory to Standard to insure your Dependent for amounts of Spouse Life Insurance above \$20,000 or Child Life Insurance above \$10,000 (the Guarantee Issue Amounts for Dependents Life Insurance).

For Dependent Accidental Death And Dismemberment Insurance

...you must:

- (A) be eligible for insurance; and
- (B) have Dependent(s); and
- (C) give your Written Election to your Employer within 31 days after the date you become eligible, if you are required to pay for all or part of the cost for Dependent Accidental Death And Dismemberment Insurance. See PART 2 ELIGIBILITY, "Cost For Insurance". Otherwise, you must wait until the next Annual Enrollment Period to enroll.

Your Dependents Life Insurance Will Become Effective

Dependent Spouse Life Insurance Amounts of \$20,000 or Less or for Dependent Child Amounts of \$5,000 or \$10,000

...on the latest of the following:

- (1) the date your Life Insurance becomes effective; or
- (2) the date you first acquire a Dependent; or
- (3) the first of the month that falls on or next follows the date you become eligible for Dependents Life Insurance, if Written Election is required and given to your Employer on or before that date; or
- (4) the first of the month that falls on or next follows the date your Employer receives Written Election for your Spouse and/or Child, if Written Election is required and given within 31 days after the date you become eligible; or
- (5) the first of the month that falls on or next follows the date you become eligible for Dependents Life Insurance, if no Written Election is required; or
- (6) the January 1 following the date of an Annual Enrollment Period, if Written Election is given to your Employer on or before the end of the Annual Enrollment Period, or if later, on the date Standard approves Evidence Of Insurability on your Dependent, furnished at no cost to Standard, for Dependents Life Insurance.

Dependent Spouse Life Insurance Amounts in Excess of \$20,000 or for Dependent Child Amount of \$20,000

...on the latest of the following:

- (1) the date your Life Insurance becomes effective; or
- (2) the date you first acquire a Dependent; or
- (3) the first of the month that falls on or next follows the date you become eligible for Dependents Life Insurance, if Written Election is required and given to your Employer on or before that date; or
- (4) the first of the month that falls on or next follows the date your Employer receives Written Election for your Spouse and/or Child, if Written Election is required and given within 31 days after the date you become eligible; or
- (5) the date Standard approves your Evidence Of Insurability, furnished at no cost to Standard for all Dependents you then have, if Written Election is required and given to your Employer more than 31 days after you become eligible for such insurance; or
- (6) the first of the month that falls on or next follows the date you become eligible for Dependents Life Insurance, if no Written Election is required; or
- (7) the date Standard approves Evidence Of Insurability on your Dependent, furnished at no cost to Standard, for Dependents Life Insurance amounts over the Guarantee Issue Amount; or
- (8) the January 1 following the date of an Annual Enrollment Period, if Written Election is given to your Employer on or before the end of the Annual Enrollment Period, or if later, on the date Standard approves Evidence Of Insurability on your Dependent, furnished at no cost to Standard, for Dependents Life Insurance.

Dependents Life Insurance will not take effect for a Dependent who is confined to a Hospital or a Nursing Home on the day before the scheduled effective date of your Dependents Life Insurance. Dependents Life Insurance for that Dependent will not become effective until the day after the Hospital or Nursing Home confinement ends, if on that date that Dependent is performing in the customary manner all the normal activities of a person in good health of the same age and gender. However, this limitation will not apply to a newborn Child.

Your Dependents Accidental Death And Dismemberment Insurance Will Become Effective

...on the latest of the following:

- (1) the first of the month that falls on or next follows the date you become eligible for Dependents Accidental Death And Dismemberment Insurance, if Written Election is required and given to your Employer on or before that date; or
- (2) the first of the month that falls on or next follows the date your Employer receives Written Election for Dependents Accidental Death And Dismemberment Insurance, if Written Election is required and given within 31 days after the date you become eligible; or
- (3) the first of the month that falls on or next follows the date you become eligible for Dependents Accidental Death And Dismemberment Insurance, if no Written Election is required; or
- (4) the January 1 following the date of an Annual Enrollment Period, if Written Election is given to your Employer on or before the end of the Annual Enrollment Period.

Dependents Accidental Death And Dismemberment Insurance will not take effect for a Dependent who is confined to a Hospital or a Nursing Home on the day before the scheduled effective date of your Dependents Accidental Death And Dismemberment Insurance. Dependents Accidental Death And Dismemberment Insurance for that

Dependent will not become effective until the day after the Hospital or Nursing Home confinement ends, if on that date that Dependent is performing in the customary manner all the normal activities of a person in good health of the same age and gender. However, this limitation will not apply to a newborn Child.

ACTIVE WORK REQUIREMENT

To Become Eligible For Employee Insurance

...you must be capable of Active Work on the day you are to become eligible. If you are incapable of Active Work on that date, you will become eligible on the date after you complete 5 full consecutive days of Active Work as an Employee.

For Your Insurance To Become Effective

...you must be Actively At Work on the date your insurance is to begin. If you are incapable of Active Work on that date, your insurance will not become effective until the day after you have completed 5 full consecutive days of Active Work.

If you were covered under your Employer's prior group life insurance plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without being Actively At Work. The benefits payable for your death or dismemberment before you are Actively At Work will be the benefits which would have been payable under the terms of that prior plan if it had remained in force, reduced by any benefits payable under that prior plan.

COST FOR INSURANCE

The Cost For Your:

Basic Life Insurance

...is paid by your Employer.

Optional Life Insurance

...is paid by you. Your share of the insurance cost is deducted from your wages. You will be informed of your monthly cost when you enroll in the plan.

Basic Accidental Death And Dismemberment Insurance

...is paid by your Employer.

Optional Accidental Death And Dismemberment Insurance

...is paid by you. Your share of the insurance cost is deducted from your wages. You will be informed of your monthly cost when you enroll in the plan.

Dependents Life Insurance

...is paid by you. Your share of the insurance cost is deducted from your wages. You will be informed of your monthly cost when you enroll in the plan.

Dependents Accidental Death And Dismemberment Insurance

...is paid by you. Your share of the insurance cost is deducted from your wages. You will be informed of your monthly cost when you enroll in the plan.

Generally near the Group Policy Anniversary Date, Standard reviews the plan and the premiums being charged. If a premium change is to be made, Standard will notify your Employer.

PART 3: SCHEDULE OF BENEFITS

FOR EMPLOYEES

The amounts for which you are insured at any date are as follows:

(A) The Amount Of Basic Life Insurance

...will be equal to 1 times your Annual Wage. The amount of Life Insurance will be rounded to the next higher multiple of \$1,000, if not already such a multiple. In no event will the amount of Basic Life Insurance exceed \$250,000;

provided you meet the following requirements, if you are required to pay for all or part of the cost for Basic Life Insurance (see PART 2: ELIGIBILITY, "Cost For Insurance"):

- (1) you have given your Written Election to your Employer and you are insured under this schedule as set forth in PART 2: ELIGIBILITY; and
- (2) funds are being deducted from your wages for your cost of insurance under this schedule.

The amount of Basic Life Insurance determined by your schedule, up to the Guarantee Issue Amount is available without Evidence Of Insurability if elected within 31 days of eligibility. Amounts exceeding the Guarantee Issue Amount require Evidence Of Insurability. See PART 2: ELIGIBILITY for Guarantee Issue Amount.

The Amount Of Optional Life Insurance

...will be equal to the amount of Life Insurance under Option 1; **or** the amount of Life Insurance under Option 1 **plus** the amount of Life Insurance under the Level elected under Option 2;

provided you meet the following requirements, if you are required to pay for all or part of the cost for Optional Life Insurance (see PART 2: ELIGIBILITY, "Cost For Insurance"):

- (1) you have given your Written Election to your Employer and you are insured under this schedule as set forth in PART 2: ELIGIBILITY; and
- (2) funds are being deducted from your wages for your cost of insurance under this schedule.

The Amount of Life Insurance Under Option 1

...will be equal to 1 times your Annual Wage.

The Amount of Life Insurance Under Option 2

...will be equal to a multiple of your Annual Wage under one of the following Levels elected by you:

Level 1 1 times your Annual Wage
Level 1 combined with Option 1 will equal an additional 2 times your Annual Wage

Level 2 2 times your Annual Wage
Level 2 combined with Option 1 will equal an additional 3 times your Annual Wage

The amount of life insurance under the Group Policy will be rounded to the next higher multiple of \$1,000, if not already such a multiple. In no event will the amount of Life Insurance under the Basic Schedule plus the total amount of Life Insurance under the Optional Schedule exceed \$800,000.

The amount of Optional Life Insurance determined by your schedule, up to the Guarantee Issue Amount is available without Evidence Of Insurability if elected within 31 days of eligibility. Amounts exceeding the Guarantee Issue Amount require Evidence Of Insurability. See PART 2: ELIGIBILITY for Guarantee Issue Amount.

(B) The Full Amount Of Basic Accidental Death And Dismemberment Benefit

...will be equal to the amount of your Basic Life Insurance;

provided you meet the following requirements, if you are required to pay for all or part of the cost for Basic Accidental Death And Dismemberment Insurance (see PART 2: ELIGIBILITY, "Cost For Insurance"):

- (1) you have given your Written Election to your Employer and you are insured under this schedule as set forth in PART 2: ELIGIBILITY; and
- (2) funds are being deducted from your wages for your cost of insurance under this schedule.

The Full Amount of Optional Accidental Death And Dismemberment Benefit

...will be equal to your Optional Life Insurance;

provided you meet the following requirements, if you are required to pay for all or part of the cost for Optional Accidental Death And Dismemberment Insurance (see PART 2: ELIGIBILITY, "Cost For Insurance"):

- (1) you have given your Written Election to your Employer and you are insured under this schedule as set forth in PART 2: ELIGIBILITY; and
- (2) funds are being deducted from your wages for your cost of insurance under this schedule.

Reductions In Basic Insurance Amounts

...will be made when your attained age changes. If you reach an age shown below, the amount of life insurance and accidental death and dismemberment insurance under the Group Policy will be the amount determined by your attained age, multiplied by the appropriate percentage below:

<u>Attained Age</u>	<u>Percentage Payable</u>
70 through 74	65%
75 or over	50%

Reductions In Optional Insurance Amounts

...will be made when your attained age changes. If you reach an age shown below, the amount of life insurance and accidental death and dismemberment insurance under the Group Policy will be the amount determined by your attained age, multiplied by the appropriate percentage below:

<u>Attained Age</u>	<u>Percentage Payable</u>
70 through 74	65%
75 or over	50%

Changes Will Be Made

...when your Annual Wage changes and will be adjusted on the first day of the calendar month coinciding with or next following the change in Annual Wage, except as follows:

- (1) If you are not Actively At Work on the effective date of the change in your Annual Wage, the adjustment will not take effect until the day after you have completed 5 full consecutive days of Active Work.
- (2) If your Employer makes a retroactive change in your Annual Wage, no retroactive adjustment will be made in the amount of Life Insurance and AD&D Benefit.

Changes In The Schedule For Which You Are Insured

..may be made during an Annual Enrollment Period if you make Written Election for a schedule of insurance other than the one for which you are insured. Subject to the Active Work Requirement shown in "PART 2: ELIGIBILITY," the change in schedule will take effect on the later of:

- (1) the January 1 following an Annual Enrollment Period if your Written Election is given to your Employer on or before the end of the Annual Enrollment Period, or if later, the date Standard approves your Evidence Of Insurability furnished at no cost to Standard, if you are requesting a schedule which provides a greater amount of insurance; or
- (2) the January 1 following an Annual Enrollment Period if your Written Election is given to your Employer on or before the end of the Annual Enrollment Period, if you are requesting a schedule that provides a lesser amount of insurance.

(C) The Amount Of Life Insurance That Can Be Accelerated

...can equal up to 100% of the amount of life insurance under the Group Policy for which you are insured not to exceed a maximum of \$500,000, subject to the other limits in PART 4: TYPES OF BENEFITS, "The Accelerated Benefit.

FOR DEPENDENTS

The amounts for which each Dependent is insured are as follows and apply to you, provided:

- (1) you have given your Written Election for dependents life insurance under the Group Policy and such insurance is in effect as set forth in PART 2: ELIGIBILITY; and
- (2) funds are being deducted from your wages for the cost of dependents life insurance under the Group Policy;

if you are required to pay for all or part of the cost for Dependents Life Insurance (see PART 2: ELIGIBILITY, "Cost For Insurance").

(A) The Amount Of Life Insurance For A Dependent

...will be equal to the following appropriate amount:

- Spouse: increments of \$10,000 to a maximum of \$50,000.
- Child: \$5,000, \$10,000, or \$20,000

The amount of Dependents Life Insurance determined by your schedule, up to the Guarantee Issue Amount is available without Evidence Of Insurability if elected within 31 days of eligibility. Amounts exceeding the Guarantee Issue Amount require Evidence Of Insurability. See PART 2: ELIGIBILITY for Guarantee Issue Amount.

Except, in no event will the amount of a dependents life insurance under the Group Policy exceed 50% of the amount of your life insurance under the Group Policy.

The Full Amount of Accidental Death And Dismemberment Benefit for a Dependent

...will be equal to a Dependent's Life Insurance;

provided you meet the following requirements, if you are required to pay for all or part of the cost for Optional Accidental Death And Dismemberment Insurance (see PART 2: ELIGIBILITY, "Cost For Insurance"):

- (1) you have given your Written Election to your Employer and you are insured under this schedule as set forth in PART 2: ELIGIBILITY; and
- (2) funds are being deducted from your wages for your cost of insurance under this schedule.

Changes In The Life Insurance Option For Your Dependents

...may be made if during an Annual Enrollment Period you make a Written Election for an option of dependents life insurance under the Group Policy other than the one for which your Dependents are insured. The change in option will take effect on the latest of:

- (1) the January 1 following an Annual Enrollment Period if your Written Election is given to your Employer on or before the end of the Annual Enrollment Period, or if later, the date Standard approves Evidence Of Insurability furnished at no cost to Standard for all Dependents you then have, if you are requesting an option which provides a greater amount of insurance; or
- (2) the January 1 following an Annual Enrollment Period if your Written Election is given to your Employer on or before the end of the Annual Enrollment Period, if you are requesting an option that provides a lesser amount of insurance; or

provided any Dependent who is confined to a Hospital or a Nursing Home on the day before he or she is to become insured for a greater amount of Dependents Life Insurance, will not become insured for the greater amount until the day after the Hospital or Nursing Home confinement ends, if on that date your Dependent is performing in the customary manner all the normal activities of a person in good health of the same age and gender. However, this limitation will not apply to a newborn Child.

PART 4: TYPES OF BENEFITS

LIFE INSURANCE BENEFITS FOR EMPLOYEES

(A) The Death Benefit

...will be paid by Standard, if you die while insured for life insurance under the Group Policy. Proof Of Loss satisfactory to Standard must be received before the Death Benefit will be paid. The Death Benefit will be the amount set forth in "PART 3: SCHEDULE OF BENEFITS, The Amount of Life Insurance."

No Death Benefit Will Be Paid For Optional Life Insurance For Employees

...if your death results from suicide or other intentionally self-inflicted injury, while sane or insane. The following will apply:

- (1) the amount payable will exclude the amount of your optional life insurance which has not been continuously in effect for at least 2 years on the date of your death. In computing the 2-year period, Standard will include time you were insured under the prior plan.
- (2) Standard will refund all premiums paid for that portion of your optional life insurance which is excluded from payment under this suicide exclusion.

See "PART 7: APPLYING FOR BENEFITS AND REQUESTING INFORMATION" for time limits on filing Proof Of Loss.

(B) The Waiver Of Life Insurance Premium Benefit

...will be provided during your continued Total Disability. Your life insurance under the Group Policy will be continued without premium payments during your Total Disability if, such disability:

- (1) began while you were insured under the Group Policy and
- (2) began before you became age 60; and

(3) continued for 6 consecutive months.

See "PART 7: APPLYING FOR BENEFITS AND REQUESTING INFORMATION" for time limits on filing Proof Of Loss.

If Death Occurs Before Initial Proof Is Given

...the Death Benefit will be paid if:

- (1) death occurs within 12 months from the date Total Disability starts; and
- (2) Proof Of Loss is given within 12 months of death; and
- (3) such proof shows that Total Disability was continuous from the date it began until the date of death.

The Amount Of Life Insurance During Total Disability

...under the Waiver Of Life Insurance Premium Benefit will be the amount for which you were insured at the start of Total Disability, except:

- (1) if you had not been Totally Disabled; and
- (2) your amount of life insurance under the Group Policy would have been reduced under the provisions of the Group Policy that were in effect at the start of your Total Disability;

the amount of life insurance under the Group Policy continued under this benefit for you will also be reduced under those provisions.

In no event will your life insurance under the Group Policy be increased while you are Totally Disabled.

If The Conversion Provision Is Used Before Waiver Approved

...and a Standard individual policy of life insurance was issued to you under "PART 6: WHEN INSURANCE CEASES, Conversion Of Life Insurance," payment can be made under either "PART 4: TYPES OF BENEFITS, The Death Benefit" or the individual policy, not both. Before payment can be made under "PART 4: TYPES OF BENEFITS, The Death Benefit," the individual policy must be surrendered to Standard without claim except for the return of any premiums paid. If Standard made payment under the individual policy, any Death Benefit payable under the Group Policy will be reduced by the amount paid under the individual policy.

Insurance Continued Under The Waiver Of Life Insurance Premium Benefit Will Cease

...on the earliest of the following events:

- (1) the date you cease to be Totally Disabled; or
- (2) the date you become age 65; or
- (3) the date you fail to give proof of continuous Total Disability, as required.

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

When The Waiver Of Life Insurance Premium Benefit Ceases

...you may purchase an individual policy under "PART 6: WHEN INSURANCE CEASES, The Conversion of Life Insurance" as if your employment had terminated. If, however, you return to Active Work for your Employer during the conversion period and are again insured under the Group Policy, no conversion will be permitted.

(C) The Accelerated Benefit

...may be provided if you have a Terminal Illness. You may elect to accelerate the payment of your life insurance under the Group Policy in advance of your death, if Standard receives satisfactory proof that you have a Terminal Illness.

However, if your life insurance under the Group Policy is scheduled to end within 12 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

There is no separate premium cost for the Accelerated Benefit and no discount or lien associated with acceleration of the life insurance under the Group Policy.

Terminal Illness

...is a state of health in which life expectancy is 12 months or less. Terminal Illness must be certified by a Physician.

The Amount Of Life Insurance That Can Be Accelerated

...will be the amount set forth in "PART 3: SCHEDULE OF BENEFITS, The Amount of Life Insurance That Can Be Accelerated."

Except, if:

- (1) the Schedule of Benefits provides for decreasing amounts of life insurance under the Group Policy; and
- (2) your amount of life insurance under the Group Policy is scheduled to reduce within 12 months from the date Standard approves your accelerated payment;

the amount of the Accelerated Benefit will be based on the reduced amount of life insurance under the Group Policy.

The minimum amount of life insurance under the Group Policy that can be accelerated is \$5,000 or 10% of your amount of life insurance under the Group Policy, whichever is greater.

Payment Will Be Made

...directly to you in one sum.

Payment Of The Accelerated Benefit

...is subject to the following conditions:

- (1) your life insurance under the Group Policy is in effect when you apply; and
- (2) you give Standard proof that you have a Terminal Illness; and
- (3) you are living at the time the Accelerated Benefit is payable; and
- (4) you give Standard written consent from:
 - (a) your Spouse, as required by Standard;
 - (b) any assignee.

Limitations

The Accelerated Benefit can be elected only once. It is available only if you voluntarily choose to elect this benefit. Thus you are not eligible for this benefit if you are required:

- (1) to elect this benefit to satisfy the claims of any creditor(s) or to satisfy any judgments against you; or
- (2) by any government agency to elect this benefit in order to apply for, receive, or maintain any government sponsored benefit, entitlement, or any other form of public assistance.

Effects On Other Group Policy Provisions

Election of the Accelerated Benefit will affect the following Group Policy provisions as set forth below.

- (1) The Death Benefit

The amount of the Death Benefit as set forth in "PART 3: SCHEDULE OF BENEFITS, (A) The Amount of Life Insurance" will be reduced by the amount of the Accelerated Benefit.

(2) Conversion Of Life Insurance

The amount of life insurance under the Group Policy that can be converted after you receive an Accelerated Benefit will be based on the amount remaining in effect.

(3) Premium Payments

All future premiums will be waived for any amount of life insurance under the Group Policy remaining in effect after you are paid an Accelerated Benefit.

ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE BENEFITS FOR EMPLOYEES

The AD&D Benefit

...will be paid by Standard, if you are insured for accidental death & dismemberment insurance under the Group Policy and:

- (1) you sustain bodily injuries as a result of an accident; and
- (2) as a result, you suffer one of the following losses within 365 days after the date of the accident:
 - (a) Loss of life. Standard will pay 100% of the full amount.
 - (b) Loss of a hand severed at or above the wrist; or loss of a foot severed at or above the ankle; or permanent loss of sight of an eye. Standard will pay 50% of the full amount.
 - (c) Loss in any accident of more than one of the members listed in the item above. Standard will pay 100% of the full amount.
 - (d) Loss of a thumb and index finger of the same hand severed through or above the joint closest to the wrist. Standard will pay 25% of the full amount.
 - (e) Loss of speech and hearing. Standard will pay 100% of the full amount.
 - (f) Loss of speech or hearing. Standard will pay 50% of the full amount.
 - (g) Loss of use of both arms and both legs due to Paralysis. Standard will pay 100% of the full amount.
 - (h) Loss of use of both arms or both legs due to Paralysis. Standard will pay 50% of the full amount.
 - (i) Loss of use of both an arm and a leg on one side of the body due to Paralysis. Standard will pay 50% of the full amount.

Loss of speech is the total and permanent loss of audible communication as diagnosed by a Physician.

Loss of hearing is permanent and total deafness in both ears such that it cannot be corrected to any functional degree by any aid or device as diagnosed by a Physician.

Paralysis is the loss of use without actual severance of a limb or limbs and diagnosed by a Physician as complete and irreversible.

Not more than the full amount will be paid for all losses sustained in any one accident. The full amount is set forth in "PART 3: SCHEDULE OF BENEFITS."

Proof Of Loss satisfactory to Standard must be received before the accidental death & dismemberment insurance under the Group Policy will be paid. See "PART 7: APPLYING FOR BENEFITS AND REQUESTING INFORMATION" for time limits on filing Proof Of Loss.

Additional AD&D Benefits

- (1) Standard will pay the additional amounts set forth below, within 365 days of an accident in an Automobile in which the driver has a current and valid driver's license at the time of the accident, you suffer loss of life while wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report. Standard will pay \$10,000; or, you suffer a loss of life while wearing and properly utilizing a Seat Belt System at the time of the accident and are also protected by an Air Bag System which deploys, all as evidenced by a police accident report. Standard will pay \$15,000.

Automobile is a private passenger motor vehicle licensed for use on public highways.

Seat Belt System is a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

Air Bag System is an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

- (2) Standard will pay the additional amount set forth below, if you die at least 200 miles from your principle residence. Standard will pay up to \$5,000 or 10% of your accidental death & dismemberment benefit, whichever is less, under the Group Policy for the expenses incurred for preparation and transportation of the body to a mortuary near your primary principle residence.

AD&D Benefits Will Be Paid

...directly to you if you are living on the date of the payment. If you are not living, payment will be made as set forth in "PART 5: PAYMENT OF BENEFITS."

No AD&D Benefit Will Be Paid

...if your death or other loss is caused or contributed to by:

- (1) a disease or illness of any kind, including heart attack or stroke, or medical or surgical treatment of these; ptomaine or bacterial infection, except infection as a result of an accidental cut or wound; or
- (2) suicide, while sane or insane; or
- (3) an intentionally self-inflicted condition, while sane or insane; or
- (4) War or act of War. War is declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature; or
- (5) committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties; or
- (6) the voluntary use or consumption of alcohol or being under the influence of a narcotic, unless used or consumed according to the directions of a Physician.

The AD&D Benefit Is Not Life Insurance

...and may be assigned but not converted. This benefit will not be continued for you during a Total Disability for which premiums for life insurance under the Group Policy have been waived.

LIFE INSURANCE BENEFITS FOR DEPENDENTS

(A) The Death Benefit

... will be paid by Standard, if your Dependent dies while insured for dependents life insurance under the Group Policy. Proof Of Loss satisfactory to Standard must be received before the Death Benefit will be paid. The Death Benefit will be the amount set forth in "PART 3: SCHEDULE OF BENEFITS, FOR DEPENDENTS."

See "PART 7: APPLYING FOR BENEFITS AND REQUESTING INFORMATION" for time limits on filing Proof Of Loss.

No Death Benefit Will Be Paid For Optional Life Insurance For Dependents

...if your Dependent's death results from suicide or other intentionally self-inflicted injury, while sane or insane. The following will apply:

- (1) the amount payable will exclude the amount of your optional life insurance for your Dependent which has not been continuously in effect for at least 2 years on the date of your Dependent's death. In computing the 2-year period, Standard will include time your Dependent was insured under the prior plan.
- (2) Standard will refund all premiums paid for that portion of your optional life insurance for your Dependent which is excluded from payment under this suicide exclusion.

See "PART 7: APPLYING FOR BENEFITS AND REQUESTING INFORMATION" for time limits on filing Proof Of Loss.

(B) The Death Benefit Will Be Extended

...and paid for a Dependent after his or her dependents life insurance under the Group Policy ceases if:

- (1) the dependents life insurance under the Group Policy ceases because your death occurred; and
- (2) the Dependent dies within 6 months after the date of your death.

See "PART 7: APPLYING FOR BENEFITS AND REQUESTING INFORMATION" for time limits on filing Proof Of Loss.

(C) Dependents Life Insurance Will Continue

...during the time your life insurance under the Group Policy is continued under "PART 4: TYPES OF BENEFITS, The Waiver Of Life Insurance Premium Benefit." Also, a Death Benefit will be payable if a Dependent's death occurs as set forth in "PART 6: WHEN INSURANCE CEASES, Conversion Of Dependents Life Insurance."

ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE BENEFITS FOR DEPENDENTS

The AD&D Benefit

...will be paid by Standard, if your Dependent is insured for accidental death & dismemberment insurance under the Group Policy and:

- (1) your Dependent sustains bodily injuries as a result of an accident; and
- (2) as a result, your Dependent suffers one of the following losses within 365 days after the date of the accident:
 - (a) Loss of life. Standard will pay 100% of the full amount.
 - (b) Loss of a hand severed at or above the wrist; or loss of a foot severed at or above the ankle; or permanent loss of sight of an eye. Standard will pay 50% of the full amount.

- (c) Loss in any accident of more than one of the members listed in the item above. Standard will pay 100% of the full amount.
- (d) Loss of a thumb and index finger of the same hand severed through or above the joint closest to the wrist. Standard will pay 25% of the full amount.
- (e) Loss of speech and hearing. Standard will pay 100% of the full amount.
- (f) Loss of speech or hearing. Standard will pay 50% of the full amount.
- (g) Loss of use of both arms and both legs due to Paralysis. Standard will pay 100% of the full amount.
- (h) Loss of use of both arms or both legs due to Paralysis. Standard will pay 50% of the full amount.
- (i) Loss of use of both an arm and a leg on one side of the body due to Paralysis. Standard will pay 50% of the full amount.

Loss of speech is the total and permanent loss of audible communication as diagnosed by a Physician.

Loss of hearing is permanent and total deafness in both ears such that it cannot be corrected to any functional degree by any aid or device as diagnosed by a Physician.

Paralysis is the loss of use without actual severance of a limb or limbs and diagnosed by a Physician as complete and irreversible.

Not more than the full amount will be paid for all losses sustained in any one accident. The full amount is set forth in "PART 3: SCHEDULE OF BENEFITS."

Proof Of Loss satisfactory to Standard must be received before the accidental death & dismemberment insurance under the Group Policy will be paid. See "PART 7: APPLYING FOR BENEFITS AND REQUESTING INFORMATION" for time limits on filing Proof Of Loss.

Additional AD&D Benefits

- (1) Standard will pay the additional amounts set forth below, within 365 days of an accident in an Automobile in which the driver has a current and valid driver's license at the time of the accident, your Dependent suffers loss of life while wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report. Standard will pay \$10,000; or, your Dependent suffers a loss of life while wearing and properly utilizing a Seat Belt System at the time of the accident and is also protected by an Air Bag System which deploys, all as evidenced by a police accident report. Standard will pay \$15,000.

Automobile is a private passenger motor vehicle licensed for use on public highways.

Seat Belt System is a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

Air Bag System is an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

- (2) Standard will pay the additional amount set forth below, if you die at least 200 miles from your principle residence. Standard will pay up to \$5,000 or 10% of your accidental death & dismemberment benefit, whichever is less, under the Group Policy for the expenses incurred for preparation and transportation of the body to a mortuary near your primary principle residence.

AD&D Benefits Will Be Paid

...directly to you if you are living on the date of the payment. If you are not living, payment will be made as set forth in "PART 5: PAYMENT OF BENEFITS."

No AD&D Benefit Will Be Paid

...if your Dependent's death or other loss is caused or contributed to by:

- (1) a disease or illness of any kind, including heart attack or stroke, or medical or surgical treatment of these; ptomaine or bacterial infection, except infection as a result of an accidental cut or wound; or
- (2) suicide, while sane or insane; or
- (3) an intentionally self-inflicted condition, while sane or insane; or
- (4) War or act of War. War is declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature; or
- (5) committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties; or
- (6) the voluntary use or consumption of alcohol or being under the influence of a narcotic, unless used or consumed according to the directions of a Physician.

The AD&D Benefit Is Not Dependent Life Insurance

...and may be assigned but not converted. This benefit will not be continued for your Dependents during your Total Disability for which premiums for life insurance under the Group Policy have been waived.

PART 5: PAYMENT OF BENEFITS

FOR EMPLOYEES

The Benefits Are Payable

...to your Beneficiary, except as otherwise provided. You may name one or more Beneficiaries. You may designate different classes of Beneficiaries such as primary (first) and contingent (secondary). These classes set the order of payment. A class may contain more than one person.

If you name two or more Beneficiaries in a class:

- (1) Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
- (2) If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, Standard will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, Standard will then pay the share(s) otherwise due to any deceased Beneficiaries to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
- (3) If only one Beneficiary in a class survives, Standard will pay the total death benefits to that Beneficiary.

You May Name Or Change The Beneficiary

...at any time without the consent of a Beneficiary.

Your Beneficiary designation must be the same for life insurance and accidental death & dismemberment insurance, if any, under the Group Policy.

You must name or change Beneficiaries in writing. Writing includes a form signed by you or a verification from the Policyholder or Employer of an electronic designation made by you.

Your designation:

- (1) must be dated;
- (2) must relate to the insurance provided under the Group Policy;
- (3) must be delivered to the Policyholder or Employer during your lifetime;
- (4) will take effect on the date it is delivered to the Policyholder or Employer.

If Standard approves it, a designation which meets the requirements of a prior plan will be accepted as your Beneficiary designation under the Group Policy.

If A Beneficiary Or A Person In One Of The Classes Below Dies On The Same Day You Die

...or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to Standard before the date of the Beneficiary's death.

If No Beneficiaries Are Named

...or are alive at your death, the benefits will be paid in equal shares to the first surviving class of the classes below:

- (1) your spouse.
- (2) your children.
- (3) your parents.
- (4) your brothers and sisters.
- (5) your estate.

The Methods Of Payment

...other than a one sum payment may be requested by you or, after your death, by a Beneficiary other than your estate. When Standard receives satisfactory Proof Of Loss, the benefits provided under the Group Policy will be payable in one sum unless some other method of payment is (or was) requested in writing and approved by Standard. Amounts and terms of other than one sum payments will be those normally offered by Standard for group life insurance at the time of the request.

If the amount payable is less than \$25,000, Standard will pay it in a lump sum. If the amount payable is \$25,000 or more, Standard will deposit it into a Standard Secure Access checking account which:

- (a) bears interest;
- (b) is owned by the person entitled to receive the benefit;
- (c) is subject to the terms and conditions of a confirmation certificate which will be given to the person entitled to receive the benefit;
- (d) is fully guaranteed by Standard.

FOR DEPENDENTS

The Dependent's Death Benefit

...is payable to you.

If dependent's life insurance under the Group Policy is extended, the Dependent's Death Benefit is payable to:

- (1) your spouse; or
- (2) the executor or administrator of your estate, if your spouse is not living on the date of the Dependent's death.

The Method Of Payment

...for the Dependent's Death Benefit will be in a one sum payment when Standard receives satisfactory Proof Of Loss. No other method of payment is provided.

PART 6: WHEN INSURANCE CEASES

FOR EMPLOYEES

Your Insurance Will Cease

...on the earliest of the following events:

- (1) the date the Group Policy terminates; or
- (2) the date the Group Policy is changed to terminate insurance on the class of Employees to which you belong; or
- (3) the date the last period ends for which the required premium contribution was made for your insurance; or
- (4) the date you fail to meet any required Work Test; or
- (5) the date you stop Active Work in an Eligible Class, unless:
 - (a) you elect group life insurance after your employment terminates by paying premiums directly to Standard. See "PART 6: WHEN INSURANCE CEASES, Portable Life Insurance", for more information.
 - (b) your life insurance under the Group Policy is continued under "PART 4: TYPES OF BENEFITS, The Waiver Of Life Insurance Premium Benefit".
 - (c) you are absent from Active Work because of a strike, lockout or other general work stoppage caused by a labor dispute. See Strike Continuation as set forth in "PART 6: WHEN INSURANCE CEASES."

When continued coverage ends, you may convert to an individual life insurance policy in accordance with "PART 6: WHEN INSURANCE CEASES, Conversion Of Life Insurance."

If you are no longer Actively At Work due to a leave of absence or other absence, ask your Employer or Policyholder for information about options available under the Group Policy for insurance to continue during your leave of absence.

Strike Continuation

Insurance may be continued for up to 6 months while you are absent from Active Work because of a strike, lockout or other general work stoppage caused by a labor dispute. Rules 1 through 4 below will apply.

- (1) When your compensation is suspended or terminated because of a work stoppage, your Employer will immediately notify you in writing of your rights under this provision. Your Employer will mail the notice to you at your last address on record with the Employer.
- (2) You must pay the entire premium for your insurance, including the Employer's share, if any, to your Employer on or before each premium due date.
- (3) The premiums for your insurance during the work stoppage will equal 120% of the premium rate in effect on the date the work stoppage began. Standard may change premium rates during the work stoppage according to the terms of the Group Policy.
- (4) Insurance continued under this provision will end on the earliest of:
 - (a) Any Premium Due Date if you fail to make the required premium contribution to your Employer on or before that date.
 - (b) The date you have been absent from Active Work for 6 months.
 - (c) On the date you begin full-time employment with another employer.
 - (d) At Standard's option, on any premium due date if less than 75% of the Employees eligible to continue insurance under this provision make the required premium payment to the Employer.

CONVERSION OF LIFE INSURANCE FOR EMPLOYEES

When Your Life Insurance Ceases

...under the Group Policy, you may purchase an individual policy of life insurance without providing Evidence Of Insurability as follows:

- (1) When your employment terminates or you stop Active Work in an Eligible Class the amount of life insurance you will be permitted to purchase under an individual policy may not be more than the amount of life insurance under the Group Policy for which you were insured when coverage ceased; or
- (2) When the Group Policy terminates or is changed to terminate insurance on the class of employees to which you belong, the amount of life insurance you will be permitted to purchase under an individual policy may not be more than:
 - (a) the amount of life insurance under the Group Policy for which you were insured when coverage ceased; less
 - (b) the amount of any group life insurance for which you are then eligible or become eligible within 31 days after the date coverage ceased under the Group Policy.

When Your Life Insurance Reduces As Your Attained Age Changes

...you may purchase an individual policy of life insurance as if employment had terminated on the date the reduction took effect. The amount of life insurance you will be permitted to purchase under an individual policy will be the amount by which life insurance under the Group Policy was reduced.

An Individual Policy

...will be issued under these additional requirements and terms:

- (1) You must make application for an individual policy and pay the first premium for that policy within 31 days after the date your life insurance under the Group Policy ceases; and
- (2) The individual policy may be on any one of the life insurance forms that Standard then makes available, except one for term insurance, or one having disability or other supplementary benefits; and
- (3) The premium payable will be based on the rates in use by Standard on the date the individual policy takes effect. The rates will be based on the policy chosen, and your attained age and class of risk; and
- (4) The individual policy will take effect on the thirty-second day after the termination of your life insurance under the Group Policy.

If You Die During The Conversion Period

...Standard will pay the amount of life insurance under the Group Policy that could have been converted. Such amount will be paid to the Beneficiary named under the Group Policy, if you die before applying for an individual policy of life insurance. If, however, you die after applying for an individual policy, such amount will be paid to the beneficiary named on the application for the individual policy.

PORTABLE LIFE INSURANCE FOR EMPLOYEES

If Your Life Insurance Ceases

...under the Group Policy because your employment ends with your Employer or you retire from active employment with your Employer, you may elect Portable Life Insurance coverage. The Portable Life Insurance coverage will include life insurance and accidental death and dismemberment insurance. Standard will issue you a new certificate of insurance describing the terms and conditions of the Portable Life Insurance.

This Portable Life Insurance coverage will be provided under a master Group Life Portability Insurance Policy issued by Standard to the Standard Insurance Company Group Insurance Trust. If approved, the new certificate of insurance you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

You May Apply For Portable Life Insurance Coverage

...if the Group Policy has not terminated and you meet each of the following:

- (1) you are under age 65;
- (2) you have been insured under the Group Policy for at least 12 consecutive months and have been Actively At Work (not disabled) for the 5 full consecutive days immediately prior to your employment termination or retirement date;
- (3) you choose this coverage rather than exercise your right under "PART 6: WHEN INSURANCE CEASES, Conversion Of Life Insurance.";
- (4) you are not a full-time member of the armed forces of any country;
- (5) you are able to perform the duties of the occupation you were performing on the date you apply for Portable Life Insurance coverage; and
- (6) you have not received any part of your life insurance under the Group Policy under "PART 4: TYPES OF BENEFITS, The Accelerated Benefit.

To Elect Portable Life Insurance Coverage

...you must apply for this coverage and pay the required premium within 31 days after your life insurance under the Group Policy is to end. After that, premiums are paid on or before the

first day of the billing period you select from the options we may offer. Coverage will start on the 32nd day after your life insurance under the Group Policy is to end. Standard will bill each premium for this coverage to your last known home address.

The Amount Of Portable Life Insurance Coverage

...you may elect is up to the amount of life insurance under the Group Policy that is to end, subject to a maximum of \$500,000. The amount of Accidental Death And Dismemberment Insurance you may elect is the amount of accidental death & dismemberment insurance under the Group Policy which is to end, subject to a maximum of \$500,000. If the amount is not an even multiple of \$1,000, it will be rounded down to the nearest multiple of \$1,000. The minimum amount of Portable Life Insurance coverage you may elect is \$10,000. The minimum amount of Portable Accidental Death And Dismemberment Insurance coverage you may elect is \$10,000. You will not be able to change your election later. Portable Life Insurance coverage will reduce at the ages and amounts set forth in the new certificate of insurance.

If You Die During The Portability Election Period

...Standard will pay the life insurance benefits under the Group Policy according to "PART 6: WHEN INSURANCE CEASES, Conversion Of Life Insurance." The life insurance benefits under the Group Policy will be paid to the Beneficiary named under the Group Policy, if you die before applying for Portable Life Insurance. If you die after applying for Portable Life Insurance, the Life Insurance will be paid to the beneficiary named on the application for Portable Life Insurance.

FOR DEPENDENTS

Dependents Life Insurance Will Cease

...on the earliest of the following events:

- (1) the date the Group Policy is changed to terminate dependents life insurance under the Group Policy for the class of Employees to which you belong; or
- (2) the date the last period ends for which the required premium contribution was made for your dependents life insurance under the Group Policy; or
- (3) the date the Dependent is no longer a Dependent as defined in "PART 9: DEFINITIONS"; or
- (4) the date your life insurance under the Group Policy ceases, unless:
dependents life insurance under the Group Policy is continued under "PART 6: WHEN INSURANCE CEASES, Portable Life Insurance For Dependents."

When continued coverage ends, your Dependents may convert to an individual life insurance policy in accordance with "PART 6: WHEN INSURANCE CEASES, Conversion of Dependents Life Insurance".

CONVERSION OF DEPENDENTS LIFE INSURANCE

When Dependents Life Insurance Ceases

...under the Group Policy because your life insurance under the Group Policy ceases, or your Dependent is no longer a Dependent as defined in "PART 9: DEFINITIONS," your Dependent may purchase an individual policy of life insurance without providing Evidence Of Insurability. The individual policy will:

- (1) be provided under the same requirements and terms as those given to you when your life insurance under the Group Policy ceases; and
- (2) apply to the amount of dependents life insurance under the Group Policy for which your Dependent was insured.

No conversion of dependents life insurance under the Group Policy is permitted for your Dependent if your life insurance under the Group Policy ceases because you stopped making any required premium contributions.

If Dependents Life Insurance Is Reduced

...because the amount of your life insurance under the Group Policy is reduced, your Dependent may purchase an individual policy of life insurance as if your employment had terminated on the date the reduction took effect. The amount of life insurance your Dependent will be permitted to purchase under an individual policy will be the amount by which his or her dependents life insurance under the Group Policy was reduced.

PORTABLE LIFE INSURANCE FOR DEPENDENTS

If Your Dependents Life Insurance Ceases

...under the Group Policy because your employment ends with your Employer, you may elect Portable Life Insurance coverage for your Dependents. The Portable Life Insurance coverage will include Life Insurance. Standard will issue you a new certificate of insurance describing the terms and conditions of the Portable Life Insurance.

This Portable Life Insurance coverage will be provided under a master Group Life Portability Insurance Policy issued by Standard to the Standard Insurance Company Group Insurance Trust. If approved, the new certificate of insurance you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

You May Apply For Portable Life Insurance Coverage For Your Dependents

...if the Group Policy has not terminated and each of the following is met:

- (1) you elect Portable Life Insurance for yourself;
- (2) this coverage is chosen rather than exercising the right under "PART 6: WHEN INSURANCE CEASES, Conversion Of Life Insurance".

To Elect Portable Life Insurance Coverage

...you must apply for this coverage and pay the required premium within 31 days after dependents life insurance under the Group Policy is to end. After that, premiums are paid on or before the first day of the billing period you select from the options we may offer. Coverage will start on the 32nd day after dependents life insurance under the Group Policy is to end. Standard will bill each premium for this coverage to your last known home address.

The Amount Of Portable Life Insurance Coverage

...you may elect is the amount of dependents life insurance under the Group Policy that is to end, subject to the maximum of \$100,000 for your Spouse and \$5,000 for your Child. If the amount is not an even multiple of \$1,000, it will be rounded down to the nearest multiple of \$1,000. The minimum amount of Portable life Insurance coverage you may elect for your Spouse is \$5,000. The minimum amount of Portable Life Insurance coverage you may elect for your Child is \$1,000. You will not be able to change your election later. Portable Life Insurance coverage will reduce at the ages and amounts set forth in the new certificate of insurance.

If Your Dependent Dies During The Portability Election Period

...Standard will pay the dependents life insurance under the Group Policy according to "PART 6: WHEN INSURANCE CEASES, Conversion Of Life Insurance."

PART 7: APPLYING FOR BENEFITS AND REQUESTING INFORMATION

Applying For Benefits

An application for benefits and all documents to support the application should be filed promptly. Your Employer or Policyholder can supply the application and help you or your Beneficiary complete it. Proof Of Loss must be filed within the required time limits. No benefits will be provided until Standard receives Proof Of Loss. All proof must be satisfactory to Standard.

Proof Of Loss

...is written proof that a loss occurred:

- (1) for which the Group Policy provides benefits;
- (2) which is not subject to any exclusions; and
- (3) which meets all other conditions for benefits under the Group Policy.

Written Proof

Standard will send forms for filing Proof Of Loss within 15 days after they are requested. If forms are not sent within 15 days after Standard's receipt of the request, proof may be submitted in a letter describing the occurrence, character and extent of the loss.

Time Limits On Filing Proof Of Loss

Unless a different time period is provided below, Proof Of Loss must be provided within 90 days after the date of the loss.

Proof Of Total Disability

Proof Of Total Disability must be provided within 12 months from the date Total Disability starts. However, if death occurs before proof is given, Proof Of Total Disability can be provided up to 12 months after death. Proof of continued Total Disability is required at reasonable intervals to be determined by Standard. If Standard requests proof of continued Total Disability, it must be provided within 45 days.

However, no claim will be denied or reduced if it is shown that it was not reasonably possible to give Proof Of Loss at the time it was required and such proof is given as soon as reasonably possible, but not later than one year from the date Proof Of Loss is required. The time limits for filing Proof Of Loss will not apply while the Employee or Beneficiary lack legal capacity.

If Proof Of Loss is not provided within the required time, no benefits will be provided and the time limits set forth in "PART 7: APPLYING FOR BENEFITS AND REQUESTING INFORMATION, Legal Proceedings Against Standard" will begin.

Types Of Proof Of Loss

(A) Proof Of Death

Standard must receive a certified copy of the death certificate and any other proof it reasonably requires. Standard may have an autopsy performed at its expense, except where prohibited by law.

(B) Other Proof

Proof Of Loss includes any other information Standard reasonably requires in support of a claim. All proof must be in writing and must be provided at the expense of the Employee or Beneficiary.

Standard may require as part of the Proof Of Loss: statements of treating physicians; copies of test reports or examinations; x-rays; hospital records; medical examinations

by impartial specialists at Standard's expense; official police reports; investigations conducted by Standard or outside agencies.

Standard may also require records that are in the Employer's control or possession, custody, and may require one or more interviews with you. Standard will have the right and the chance to examine you or your Dependents, if any, at such times as it may reasonably require during the time a claim is pending.

Legal Proceedings Against Standard

No action or suit will be brought to recover benefits under the Group Policy unless it is brought later than 60 days after Proof Of Loss has been given as required by the Group Policy. No such action will be brought at all unless it is brought within 2 years from the end of the time within which Proof Of Loss is required by the Group Policy.

Notice Of Decision On Claim

Standard will evaluate an application for benefits promptly after Standard receives it. With respect to all benefits except the Waiver Of Life Insurance Premium Benefit, within 90 days after Standard receives the application Standard will send you: (a) a written decision on the application; or (b) a notice that Standard is extending the period to decide the application for an additional 90 days.

With respect to an application for the Waiver Of Life Insurance Premium Benefit, within 45 days after Standard receives the application Standard will send you: (a) a written decision on the application; or (b) a notice that Standard is extending the period to decide the application for 30 days. Before the end of this extension period Standard will send you: (a) a written decision on the Waiver Of Life Insurance Premium Benefit application; or (b) a notice that Standard is extending the period to decide the application for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the Waiver Of Life Insurance Premium Benefit application, the extended time period for deciding the application will not begin until you provide the information or otherwise respond.

If Standard extends the period to decide the application for benefits, you will be notified of the following:

- (1) the reasons for the extension; and
- (2) when Standard expects to decide the application; and
- (3) an explanation of the standards on which entitlement to benefits is based; and
- (4) the unresolved issues preventing a decision; and
- (5) any additional information Standard needs to resolve those issues.

If Standard requests additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, Standard may decide the application for benefits based on the information Standard has received.

If Standard denies any part of the application for benefits, you will receive a written notice of denial containing:

- (a) the reasons for Standard's decision.
- (b) reference to the parts of the Group Policy on which Standard's decision is based.
- (c) reference to any internal rule or guideline relied upon in deciding a Waiver Of Life Insurance Premium Benefit application.
- (d) a description of any additional information needed to support the application for benefits.
- (e) information concerning the claimant's right to a review of Standard's decision.

- (f) information concerning the right to bring a civil action for benefits under section 502(a) of Employee Retirement Income and Security Act (ERISA) if the application for benefits is denied on review.

Review Procedure

If all or part of an application for benefits is denied, you may request a review. You must request a review in writing:

- (1) within 180 days after receiving notice of the denial of an application for the Waiver Of Life Insurance Premium Benefit;
- (2) within 60 days after receiving notice of the denial of any other application for benefits.

You may send Standard written comments or other items to support the application for benefits. You may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Standard's review will include any written comments or other items you submit to support the application for benefits.

Standard will review the application for benefits promptly after Standard receives the request. With respect to all benefits except the Waiver Of Life Insurance Premium Benefit, within 30 days after Standard receives the request for review Standard will send you: (a) a written decision on review; or (b) a notice that Standard is extending the review period for 30 days.

With respect to an application for the Waiver Of Life Insurance Premium Benefit, within 45 days after Standard receives the request for review Standard will send you: (a) a written decision on review; or (b) a notice that Standard is extending the review period for 45 days.

If an extension is due to your failure to provide information necessary to decide your application for benefits on review, the extended time period for review of your application for benefits will not begin until you provide the information or otherwise respond.

If Standard extends the review period, you will be notified of the following: (a) the reasons for the extension; (b) when Standard expects to decide your application for benefits on review; and (c) any additional information Standard needs to decide your application for benefits.

If Standard requests additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, Standard may conclude Standard's review of the application for benefits based on the information Standard has received.

With respect to an application for the Waiver Of Life Insurance Premium Benefit, the person conducting the review will be someone other than the person who denied the application for benefits and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgment, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person. You may request the names of medical or vocational experts who provided advice to Standard about an application for the Waiver Of Life Insurance Premium Benefit.

If Standard denies any part of the application for benefits on review, you will receive a written notice of denial containing:

- (1) the reasons for Standard's decision; and
- (2) reference to the parts of the Group Policy on which Standard's decision is based; and
- (3) reference to any internal rule or guideline relied upon in deciding a Waiver Of Life Insurance Premium Benefit application; and

- (4) information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to the application for benefits; and
- (5) information concerning the right to bring a civil action for benefits under section 502(a) of ERISA.

The Group Policy does not provide voluntary alternative dispute resolution options.

Standard will comply with any shorter time limits which may be required by the laws or regulations of the state in which the Group Policy is issued.

Requests For Information About Your Insurance

Please direct any written request for information about the Group Policy, its terms, conditions, interpretations, application for benefits thereunder, and review of an application to: Standard Insurance Company, P. O. Box 2800, Portland, Oregon 97208-2800.

PART 8: GENERAL PROVISIONS

Overpayment Of Benefits

Any overpayment of benefits must be repaid to Standard. To recoup the amount overpaid, Standard, at its option will:

- (1) require that the amount be repaid to Standard in one sum; or
- (2) withhold the amount from any future benefits payable to you or your Beneficiary under the Group Policy; or
- (3) take any legal action it deems necessary.

Assignment

You may assign your life insurance and accidental death and dismemberment insurance provided under the Group Policy. No assignment will bind Standard unless it is in writing and until it is filed at Standard's home office. Once recorded, it will take effect as of the date it was signed if Standard receives it before benefits are paid or any other action is taken by Standard. Standard is not responsible for whether any assignment is valid. You may not assign insurance as collateral security.

The Group Policy

Standard and the Policyholder may agree to terminate or change any part of the Group Policy without your consent. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any classes or groups of Employees. Any change or amendment of the Group Policy may apply to current or future Employees or to any classes or groups of Employees. Such termination or change will not affect life insurance that is continued under the following provisions, if any, on the date of such termination or change: "PART 4: TYPES OF BENEFITS, Waiver Of Life Insurance Premium Benefit" and "PART 6: WHEN INSURANCE CEASES, Death During The Conversion Period."

The Group Policy will terminate automatically due to non-payment of premiums by the Policyholder in accordance with the terms of the Group Policy. Also, Standard may terminate the Group Policy as of any date set forth below by giving notice in writing which is mailed to the Policyholder at least 90 days before this date:

- (1) the Group Policy Anniversary Date; or
- (2) any premium due date, if on a prior premium due date the participation requirements set forth in the Group Policy have not been met.

Standard may terminate insurance under the Optional Schedule as of any premium due date by giving notice in writing which is mailed to the Policyholder at least 90 days before this date if on a prior premium due date less than 20% of Employees eligible for insurance under the Optional Schedule were insured for such insurance.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of Standard's executive officers and given to the Policyholder for attachment to the Group Policy. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without Standard's signed, written approval.

Standard may change the Group Policy in whole or in part if:

- (1) the change in the Group Policy is either requested by the Policyholder or is made to satisfy any legal requirement that applies to the Group Policy; or
- (2) the change affects Standard's administration of the Group Policy and is intended to apply to all similar group insurance policies that are affected by the change. Standard will give the Policyholder written notice of Standard's intent to make this kind of change at least 31 days in advance of the effective date of the change. Payment of the next premium due under the Group Policy will be the Policyholder's acceptance of the change, unless the Policyholder rejects the change, in writing, prior to its effective date.

Neither the Policyholder nor your Employer are Standard's agent or representative. Standard will not be responsible or liable for any act or omissions of either of them.

Discretionary Authority For Claims

Benefits will be provided only if Standard decides in its discretion that you are entitled to them. This discretionary authority includes determining eligibility for benefits and interpreting the terms of the Group Policy.

Incontestability Of Insurance

Any statement made to obtain or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

- (1) The insurance would not have been approved if Standard had known the truth; and
- (2) Standard has given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

Standard will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years during the lifetime of the insured.

Incontestability Of The Group Policy Or Employer Coverage Under The Group Policy

Any statement made by the Policyholder to obtain the Group Policy or made by an Employer to obtain coverage under the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or your Employer will be used to deny a claim or to deny the validity of the Group Policy or your Employer's coverage under the Group Policy unless:

- (1) The Group Policy would not have been issued or your Employer's coverage under the Group Policy would not have been approved if Standard had known the truth; and
- (2) Standard has given the Policyholder or your Employer a copy of a written instrument signed by the Policyholder or your Employer which contains the misrepresentation.

The validity of the Group Policy or your Employer's coverage under the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

- (1) Cause a person to become insured; or
- (2) Invalidate insurance under the Group Policy otherwise validly in force; or
- (3) Continue insurance under the Group Policy otherwise validly terminated; or
- (4) Cause an Employer to become covered under the Group Policy.

Misstatement Of Age

If a person's age has been misstated, Standard will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

- (1) The amount of insurance based on the correct age; and
- (2) The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

PART 9: DEFINITIONS

The Following Terms Have the Meaning Set Forth Below:

Active Work Or Actively At Work

...is performing with reasonable continuity, for wages that are paid regularly by your Employer, the material duties of your normal occupation at the usual place of work or at any alternate place of work required by your Employer.

For purposes of becoming eligible for insurance, becoming insured, and increasing insurance, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days and were Actively At Work on the last day you were required to be at the workplace.

Annual Wage

...is your basic annual wage payable by your Employer. It excludes commissions, overtime pay, bonuses, and other types of extra compensation.

Annual Enrollment Period

...is the period designated each year during which you may elect to become insured or make a change in the benefits provided by the Employer's benefits program.

The Beneficiary

...is any person or institution whom you have named, in form satisfactory to Standard, to receive the benefits at your death. See "PART 5: PAYMENT OF BENEFITS."

Child

...is your:

- (1) unmarried child from live birth through age 19, age 25 if a registered student in full time attendance at an accredited educational institution and dependent on you for support and maintenance; or
- (2) unmarried child who meets either of the following requirements:

- (a) The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the Child's age, is continuously Disabled.
- (b) The child was insured under the prior plan on the day before the effective date of your Employer's coverage under the Group Policy and was Disabled on that day, and is continuously Disabled thereafter.

Child includes any of the following, if they otherwise meet the definition of Child:

- i. your adopted child; and
- ii. your stepchild, if dependent on you for support and maintenance.

Your Child is Disabled if your child is:

- (1) continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
- (2) chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

You must give Standard proof your Child is Disabled on Standard's forms within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your Employer's coverage under the Group Policy if your Child is Disabled on that date. At reasonable intervals thereafter, Standard may require further proof your Child is Disabled, and have your Child examined at Standard's expense.

Dependents Insurance

...is insurance for your Dependent(s) for whom you have made your Written Election, if Written Election is required.

Dependent

...is your Spouse or Child.

A Dependent does not include any person who is eligible under the Group Policy as an Employee. If both you and your Spouse are Employees, your children may be insured as the Dependents of either of you, but not both.

Employee

...is a regular employee of the Employer, excluding temporary or seasonal employees, full-time members of the armed forces of any country, leased employees, and independent contractors.

Employee Insurance

...is insurance for you.

Employer

...is an employer, including any approved affiliates and subsidiaries, for which coverage under the Group Policy is approved in writing by Standard.

Evidence Of Insurability

...is when an applicant does all of the following:

- (1) completes and signs Standard's medical history statement;
- (2) signs Standard's form authorizing Standard to obtain information about the applicant's health;
- (3) undergoes a physical examination, if required by Standard, which may include blood testing; and
- (4) provides any additional information about the applicant's insurability that Standard may reasonably require.

Group Policy

...is the group life insurance policy issued by Standard to the Policyholder and identified by the Group Policy Number, the Policyholder's attached application, group life insurance certificates with the same Group Policy Number, and any amendments or endorsements to the policy or certificates.

Hospital

...is a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed Physicians.

Nursing Home

...is a licensed institution operated for the purpose of providing nursing care and treatment for individuals which provides 24-hour nursing services under the direction and supervision of a Physician.

Physician

...is a physician legally licensed to practice medicine and surgery who primarily treats patients. A Physician must be someone other than yourself, or a member of your family or your spouse's family.

Spouse

- (1) is a person to whom you are legally married; or
- (2) your Domestic Partner. The definition used for a Domestic Partner will be dependent upon the individual requirements of the Policyholder. (e.g. an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer, and filed that affidavit for public record if required by law.)

For purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced or legally separated.

Total Disability Or Totally Disabled

...is being unable due to sickness, bodily injury or pregnancy to perform any occupation for which you are reasonably suited by education, training or experience.

Written Election

...is your signed request for elective insurance under the Group Policy. In the request, you authorize your Employer to deduct funds from your wages for the cost of the insurance.

PART 10: ERISA INFORMATION AND NOTICE OF RIGHTS

The following information and notice of rights and protections is furnished by the Plan Administrator as required by the Employee Retirement Income Security Act of 1974 (ERISA).

General Plan Information

Name of Plan:	Group Life, AD&D and Dependents Life Insurance
Name, Address, Phone Number of Plan Sponsor/Plan Administrator:	University of the Pacific 3601 Pacific Avenue Stockton CA 95211 (209) 946-2124
Plan Sponsor Tax ID Number:	94-1156266
Plan Number:	509
Type of Plan:	Group Insurance Plan
Type of Administration:	Contract Administration
Name, Address of Registered Agent for Service of Legal Process:	Plan Administrator
If Legal Process Involves Claims for Benefits Under the Group Policy, Additional Notification of Legal Process Must Be Sent to:	Standard Insurance Company 1100 SW 6TH AVE PORTLAND OR 97204-1093
Sources of Contributions:	Employer/Employees insured under Group Policy
Funding Medium:	Standard Insurance Company - Fully Insured
Plan Fiscal Year End:	December 31

Termination Or Amendment Of The Group Policy

The Group Policy that provides benefits for this Plan may be terminated by the Policyholder on any premium due date with prior written notice to Standard. It will terminate automatically if the Policyholder fails to pay the required premium.

Standard may terminate the Group Policy if the number of persons insured is less than the required minimum, or on the Group Policy Anniversary Date.

The Group Policy may be changed in whole or in part. No change or amendment will be valid unless it is approved in writing by an executive officer of Standard. No agent has authority to change the Group Policy or to waive any of its provisions.

The Group Policy contains the complete termination and amendment provisions.

Statement Of Your Rights Under ERISA

(A) Right To Examine Plan Documents

You have the right to examine all Plan documents, including any insurance contracts or collective bargaining agreements, and a copy of the latest annual report (Form 5500

Series) filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration. These documents may be examined free of charge at the Plan Administrator's office.

(B) Right To Obtain Copies Of Plan Documents

You have the right to obtain copies of all Plan documents, including any insurance contracts or collective bargaining agreements, a copy of the latest annual report (Form 5500 Series), and updated summary plan description upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for these copies.

(C) Right To Receive A Copy Of Annual Report

The Plan Administrator must give you a copy of the Plan's summary annual financial report, if the Plan was required to file an annual report. There will be no charge for the report.

(D) Right To Review Of Denied Claims

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have the right: a) to know why this was done; b) to obtain copies of documents relating to the decision, without charge; and c) to have your claim reviewed and reconsidered, all within certain time schedules.

Obligations Of Fiduciaries

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

Enforcing ERISA Rights

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Plan And ERISA Questions

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

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