



University of Hawaii Professional Assembly
(UHPA)

Certificate of Coverage

Group Life Insurance

Class I

All members in good standing of the University of Hawaii Professional Assembly, excluding retirees.



PACIFIC GUARDIAN LIFE

PACIFIC GUARDIAN LIFE INSURANCE COMPANY, LIMITED GROUP TERM LIFE INSURANCE CERTIFICATE OF INSURANCE SCHEDULE OF BENEFITS

Policyholder:	University of Hawaii Professional Assembly (UHPA)	Policy Number:	GL-78862
Policy Effective Date:	January 1, 2018	Certificate Effective Date:	The date when you are eligible for coverage is set forth under Section III: Eligibility, Effective Dates, and Termination.
Amended Date:	October 1, 2021		

Basic Life Insurance

<u>Classification</u>	<u>Amount of Insurance</u>
Class I: All members in good standing of the University of Hawaii Professional Assembly, excluding retirees.	\$20,000

Supplemental Term Life Insurance (applies only if elected):

Covered Not Covered

<u>Classification</u>	<u>Amount of Insurance</u>
Class I – All members in good standing of the University of Hawaii Professional Assembly, excluding retirees.	Increments of \$10,000 to a maximum of \$200,000.

Dependent Child(ren) Term Life Insurance (applies only if elected):

Covered Not Covered

Children:	<u>Amount of Insurance</u>
at least 14 days old but under 6 months.....	\$ 1,000.00
at least 6 months old but under age 18, or under age 23 if attending an educational institution, or to any age, if handicapped	\$ 10,000.00

Dependent Spouse Term Life Insurance (applies only if elected):

Covered Not Covered

<u>Classification</u>	<u>Amount of Insurance</u>
Dependent Spouse of Class I	Increments of \$10,000 to the lesser of \$100,000 or 50% of the member's Supplemental Term Life Insurance benefit.

Service Waiting Period

<u>Status</u>	<u>Service Waiting Period</u>
Part of an Eligible Class on the Effective Date of the Policy:	None

Enters (or re-enters) an Eligible Class after the Effective Date of the Policy: Submittal of UHPA membership application

Age Reduction Schedule

All Amounts of Supplemental Life Insurance and Dependent Spouse Term Life Insurance will reduce at the ages indicated to the amount shown in the following schedule:

SUPPLEMENTAL TERM LIFE INSURANCE

<u>Member Attained Age</u>	<u>Amount of Insurance (Percentage of the amount in accordance with the amount of insurance benefit provided above)</u>
65 - 69	50%
70 - 74	33%
75 - 79	20%
80 and over	10%

DEPENDENT SPOUSE TERM LIFE INSURANCE

<u>Spouse Attained Age</u>	<u>Amount of Insurance (Percentage of the amount in accordance with the amount of insurance benefit provided above)</u>
65 - 69	50%
70 - 74	33%
75 - 79	20%
80 and over	10%

All life insurance benefits terminate upon retirement.

This Certificate supersedes any previous Certificates issued by the Company for Employee Life Insurance.

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SECTION I: CERTIFYING CLAUSE

Pacific Guardian Life Insurance Company, Limited (herein referred to as "the Company") has issued a Group Term Life Policy to the Policyholder (herein referred to as the "Covered Employer"). Subject to the Eligibility Requirements, the Company hereby certifies that the Insured Employee (herein referred to as "You" or "Your"), in consideration of the Company's acceptance of Your enrollment and payment of the premium due, are insured for Employee Life Insurance as provided under the Policy. The terms may be changed without your consent or that of your beneficiary. This Certificate is not a part of the Policy.

SECTION II: DEFINITIONS

ACTIVE, FULL-TIME EMPLOYEE

An "Active, Full-Time Employee" is an Employee who is both Active and Full-Time. To be "Active", an Employee must perform all of the duties of his or her job with the Covered Employer. This job may be at either:

1. the Covered Employer's normal place of employment; or
2. some other places to which the regular business operations of the Covered Employer require such Employee to go.

To be "Full-Time", an Employee must be:

1. scheduled to work for the Covered Employer not less than the minimum number of hours shown in the definition of Eligible Classes; and
2. on the regular payroll of the Covered Employer for such work at a reasonable salary or wage.

If the Policyholder is created to provide benefits to members' coverage by a collective bargaining agreement, "Active, Full-Time Employee" is an Employee member in good standing as an active member of the Policyholder.

CONTRIBUTORY

"Contributory" means insurance coverage for which You pay a portion of the cost of the insurance or benefit.

COVERED EMPLOYER

"Covered Employer" refers solely to the Policyholder (UHPA), including any division, subsidiary or affiliated company named in the Schedule of Benefits.

DEPENDENT CHILD

"Dependent Child" means each unmarried natural or legally adopted child within the limiting ages shown in the Schedule of Benefits.

ELIGIBLE CLASSES

All members in good-standing of the Policyholder, excluding retirees.

EMPLOYEE

An "Employee" is an employee of the Covered Employer. If the Policyholder provides benefits to members covered under a collective bargaining agreement, an "Employee" may also be such member covered by the collective bargaining agreement.

EMPLOYEE LIFE INSURANCE

"Employee Life Insurance" means both Basic Life Insurance and Supplemental Term Life Insurance, unless otherwise stated in specific provisions and benefits.

EVIDENCE OF INSURABILITY

"Evidence of Insurability" is a statement of proof, in a form prescribed by the Company, of Your or Your Dependent's medical history upon which acceptance for insurance coverage will be determined by the Company.

INJURY

"Injury" refers to Your bodily injury that results directly and solely from an accident and independently of all other causes.

INSURED

An "Insured" is a member of an Eligible Class, as defined in the Schedule of Benefits, who has enrolled and is insured under the Policy as of the Effective Date of this Certificate.

NEW COVERAGE

"New Coverage" is either:

1. a newly acquired benefit under the Policy; or
2. an increase in the amount of an in-force benefit.

NON-CONTRIBUTORY

"Non-Contributory" means insurance coverage for which You pay no portion of the cost of insurance.

PHYSICIAN

"Physician" means a licensed Doctor of Medicine (M.D.).

SERVICE WAITING PERIOD

The "Service Waiting Period" is the continuous length of time You must be in an Eligible Class before You are eligible for insurance. Credit will be given for any portion of the Service Waiting Period satisfied prior to an approved family or medical leave of absence.

SICKNESS

"Sickness" refers to Your illness or disease that requires treatment by a Physician.

SPOUSE

"Spouse" means the Insured's spouse, if not legally separated or divorced from the Insured.

TOTAL DISABILITY and TOTALLY DISABLED

"Total Disability" and "Totally Disabled" refer to disability caused by an Injury or Sickness that disables You to the extent that You are unable to perform the duties of any occupation and, in fact, causes You to not be engaged in any gainful employment. For the purpose of this paragraph, "any occupation" means one in which You are qualified by education, training or experience.

YOU or YOUR

"You" or "Your" means the Insured Employee listed in the Schedule of Benefits.

SECTION III: ELIGIBILITY, EFFECTIVE DATES, AND TERMINATION

ELIGIBILITY REQUIREMENTS

You shall be eligible for Employee Life Insurance from the first day You:

1. are an Active, Full-Time Employee of the Covered Employer; and
2. Meet the eligibility rules and active status as an active member of the Policyholder (UHPA); and
3. are in the Eligible Class of employees; and
4. complete the Service Waiting Period; and
5. enroll for the coverage.

No corporate officer or director will be eligible solely due to his or her title. A partner or sole proprietor shall not be eligible solely due to his or her position.

EVIDENCE OF INSURABILITY REQUIREMENTS

When Evidence of Insurability is a condition for Your coverage:

1. it must be in the form prescribed by the Company; and
2. the Company must be given all proof required by it to determine whether You are an acceptable risk. A physical examination or other medical reports may be required as a part of this proof. If so, it will be at Your expense. All medical details must be sent to the Company.

The requirement of Evidence of Insurability will be met on the date that the Company approves the proof.

If You are required to submit Evidence of Insurability in order to become insured under the Policy and do not submit it, You will continue to be subject to such requirement regardless of:

1. changes in the Policy; or
2. changes in employment; or
3. changes in eligibility.

ENROLLMENT REQUIREMENTS

You must enroll for insurance on a form prescribed by the Company. If the coverage is Contributory, You must also agree in writing to pay the required contribution.

An enrollment is made on either a "Timely" or a "Late" basis.

1. Timely Enrollment - the enrollment will be "Timely" if the form is:
 - a. completed and signed by You; and

- b. received by an authorized representative of the Company not later than thirty-one (31) days after the date You first became eligible for the coverage.
2. Late Enrollment - the enrollment will be "Late" if it is:
 - a. not made on a timely basis as defined above in "Timely Enrollment"; or
 - b. re-enrollment for coverage that ceased due to non-payment of the required premium contribution.

In the case of a Late Enrollment for Contributory coverage, You must meet the Policy's "Evidence of Insurability Requirement" in order to become insured.

EFFECTIVE DATE OF INSURANCE

You will be insured for New Coverage as of the first day that the following requirements of the Policy are met:

1. the Eligibility Requirements;
2. the Evidence of Insurability Requirements (if required); and
3. the Enrollment Requirements.

INCREASE OR DECREASE IN INSURANCE

An increase or decrease in insurance takes effect on the date of change. The effective date of increase is subject to the Eligibility Requirements.

TERMINATION

Your insurance benefits under the Policy will terminate on the earliest of the following dates:

1. the date the Policy terminates; or
2. the date Your employer ceases to be a Covered Employer; or
3. the date You are no longer in an Eligible Class; or
4. the date Your Eligible Class is eliminated; or
4. the date You enter the armed forces, other than for reserve duty of thirty (30) days or less.
5. for Contributory coverage only: the last day of the last period for which a premium charge has been paid in full if the next premium charge is not paid when due.

Provided, however, other terms of the Policy may grant You the right to extend all or part of the coverage under the Policy as provided below. The terms of the Policy may also grant You the right to convert this group coverage to an individual policy upon termination of the group coverage.

SECTION IV: BENEFIT PROVISIONS EMPLOYEE LIFE INSURANCE

DEATH BENEFIT

If You die while this Certificate is in force, a death benefit will be paid as provided in items 1. or 2. hereinafter upon the furnishing of written proof of death acceptable to the Company. Such benefit shall be paid as provided in the Beneficiary provisions of the Policy.

1. Death Benefit While an Insured Employee: When You die, the Company will pay a death benefit. The benefit will be the amount of Employee Life Insurance in force for You at the time of death.
2. Death Benefit during the Conversion Period: A death benefit will be paid if You die:

- a. within sixty (60) days after all or part of Your Employee Life Insurance would otherwise have terminated; and
- b. while entitled to apply for a conversion policy under the terms of the Conversion Privilege for Employee Life Insurance as provided herein. The maximum benefit shall be the amount of Employee Life Insurance in force which would have been available had You duly converted Your life insurance during the conversion period.

SUICIDE CLAUSE

If You commit suicide, while sane or insane, within two (2) years from the Effective Date of Your Employee Life Insurance, the benefit payable will be limited to the premiums paid on Your behalf.

The benefit payable will also be limited to the premiums paid if You commit suicide within two (2) years from the effective date of any increase in the Amount of Insurance for Employee Life Insurance.

CONVERSION PRIVILEGE

The Conversion Privilege is allowed when Employee Life Insurance terminates as provided in paragraph 1. or 2. :

1. You may convert all or part of the amount of Employee Life Insurance that terminates due to the end of Your employment with the Covered Employer or the end of Your membership in an Eligible Class. However, no conversion is allowed for life insurance that ceases solely due to nonpayment of any required premiums or contribution.
2. You may convert the lesser of the amounts of insurance shown in paragraph 2.a. or 2.b. below that ends due to termination of this Certificate due to the Policyholder terminating the Policy or termination of Your coverage under such Policy. However, no conversion is allowed unless You have been insured under the Certificate for at least five (5) years prior to the termination.
 - a. \$10,000.00.
 - b. All or part of the amount of insurance that ends. This amount is reduced by any new life insurance amount for which You become eligible under any other group policy issued within thirty-one (31) days of termination under the Policy.

The amount of Employee Life Insurance converted will be further reduced by any payments of a portion of the Employee Life Insurance made prior to Your death.

A conversion policy will:

1. be an individual life insurance policy of any type, except term life insurance, then being issued by the Company for the applicable age and for the amount applied for;
2. not include accidental death, disability, or other supplementary benefits;
3. be issued without Evidence of Insurability; and
4. not be for an amount less than \$1,000.00, unless a smaller amount was provided under the Policy.

A conversion policy will take effect at the end of thirty-one (31) days after Your insurance terminates. To convert, You must submit the following to the Company within sixty (60) days after insurance termination:

1. written application; and
2. the first premium payment.

The premiums for the conversion policy will be determined in accordance with:

1. the Company's usual rate for the type and amount of the conversion policy;
2. Your class of risk; and
3. Your age at nearest birthday as of the effective date of the conversion policy.

If You have converted any part of Your Employee Life Insurance under this Certificate and again become Insured at a later date in accordance with the terms of this Certificate, then You shall have the amount of Your Employee Life Insurance reduced on a dollar for dollar basis by the amount of the converted benefit in force. This reduction shall not apply if:

1. You meet any Evidence of Insurability requirements for the life insurance in force under the Certificate; or
2. You surrender the conversion policy without claim.

TERMINAL ILLNESS ACCELERATED DEATH BENEFIT OPTION

You may elect to receive a portion of Your Employee Life Insurance, while living. This benefit, when elected, will be paid provided:

1. You, while insured for life insurance benefits, become Terminally Ill;
2. You have a medical prognosis of twelve (12) months or less to live;
3. You request this election, in writing, on a form acceptable to the Company;
4. the Company receives certification, in writing by a Physician, which the Company deems satisfactory, that You are Terminally Ill and have a medical prognosis of twelve (12) months or less to live; and
5. the Company receives notarized written consent from Your irrevocable beneficiary and, in community property states, from Your Spouse.

Accelerated Amount of Insurance: Seventy-five (75%) of the amount of Employee Life Insurance as shown in the Benefit Schedule of the Policy, not to exceed a maximum of \$100,000.00.

The payment will be made in one lump sum to You and is payable once during Your lifetime.

Proof of Terminal Illness: The Company may, at this option, require that a Physician of its choice examine You to verify Your Terminal Illness.

Payment of Accelerated Death Benefits: Terminal Illness Accelerated Death Benefits will be paid subject to the following additional provisions:

1. any amount of Employee Life Insurance paid at the time of death will be offset by the amount accelerated;
2. the remaining Employee Life Insurance amount will be paid according to the terms of the Policy, subject to the Age Reduction Schedule and termination provisions of the Policy;
3. the Terminal Illness Accelerated Death Benefit payment will be reduced by \$250.00 to cover administrative costs;
4. if coverage will reduce due to the Age Reduction Schedule in the Policy within twelve (12) months after medical evidence from a Physician satisfactory to the Company has been received, the Terminal Illness Accelerated Death Benefit will be seventy-five percent (75%) of the reduced amount of insurance; and
5. the Policy has been in force for at least six (6) months.

Limitations and Exclusions: The Company will not pay Terminal Illness Accelerated Death Benefits for the following:

1. if You are residing outside the United States and Canada; or
2. if Your Employee Life Insurance amount has been in force for less than two (2) years under the Policy; or
3. if the amount of Employee Life Insurance under the Policy, as stated in the Schedule of Benefits, is less than \$10,000; or
4. You are sixty (60) years of age or over; or
5. if the life insurance is assigned; or
6. if all or a portion of the life insurance is payable as part of a divorce agreement; or
7. if the Terminal Illness is the result of intentional, self-inflicted Injury, whether or not the Terminal Illness was intended; or suicide or attempted suicide, whether sane or insane.

Definitions

1. "Terminal Illness Accelerated Death Benefits" means insurance coverage that enables You to receive advance payments on your Employee Life Insurance benefits if You should have a Terminal Illness as described in the criteria for Accelerated Death Benefits.
2. "Terminal Illness" or "Terminally Ill" means that You have a life expectancy of twelve (12) months or less. Your attending Physician must provide written certification satisfactory to the Company that You are Terminally Ill.

Effect on Conversions: The amount that may be converted is the Employee Life Insurance as specified under the Conversion Privilege of the Policy; however, the amount that is converted will be reduced by the amount of Terminal Illness Accelerated Death Benefits paid.

DEPENDENT LIFE INSURANCE

This benefit is provided only if indicated as "Covered" in the Schedule of Benefits.

Definitions

"Dependent" means one of the following members of Your family:

1. Your Spouse, if not legally separated or divorced from You; and

2. each unmarried natural or legally adopted Dependent Child within the limiting ages shown in the Schedule of Benefits.

"Dependent" shall not include:

1. anyone who is eligible for Employee Life Insurance under this Policy; or
2. anyone who is entitled to any extended coverage under the Policy by reason of having been an Employee of a Covered Employer; or
3. anyone who is on active duty in the armed forces of any country; or
4. any stillbirth, miscarriage, or abortion.

If both You and Your Spouse are Insureds, Your children will be covered as Your Dependents or Your Spouse's Dependents, but not of both You and Your Spouse.

Eligibility Requirements for Dependent Life Insurance

You will be eligible for Dependent Life Insurance coverage on the first day that You:

1. are eligible for Employee Life Insurance; and
2. first enter a class that provides Dependent Life Insurance; and
3. first gain a Dependent. This will include gaining a Dependent after a time without one.

Enrollment Requirements for Dependent Life Insurance

You must enroll each Dependent for Dependent Life Insurance on a form prescribed by the Company, and, if the coverage is Contributory, agree in writing to pay the required contributions. This enrollment is subject to the same Enrollment Requirements as those that apply to You when You applied for Employee Life Insurance.

In the case of Late Enrollment for Contributory coverage:

1. Evidence of Insurability must be given for each of Your Dependents; and
2. for the insurance to be effective for a Dependent, the Company must approve, in writing, the Evidence of Insurability for such Dependent.

Deferral Rule

To effect New Coverage on a Dependent, the following rules apply:

1. The New Coverage will be deferred for a Dependent if he or she is confined in a Medical Care Unit on the date such New Coverage was otherwise due to take effect. The New Coverage will become effective on the day after his or her final discharge from the Medical Care Unit.
2. "Medical Care Unit" as used herein means:
 - a. a general hospital; or
 - b. a unit that treats one or more specific ailments; or
 - c. any type of convalescent or skilled nursing care facility.

Effective Date of Dependent Life Insurance

Subject to the above Deferral Rule, Dependent Life Insurance coverage will take effect when the following requirements are met:

1. the Eligibility Requirements for Dependent Life Insurance;

2. the Enrollment Requirements for Dependent Life Insurance;
3. You are insured for Life Insurance; and
4. at least one Dependent will become covered.

A newly acquired Dependent Child will be automatically covered if You are already insured for Dependent Life Insurance coverage as provided herein.

When a Dependent Becomes Covered for Changes in Benefit Amount

The effective date for any increase in a Dependent's benefit amount is subject to the Deferral Rule. The effective date for any decrease in a Dependent's benefit amount is not subject to the Deferral Rule.

A Dependent will be automatically covered for any change in the amount of his or her in force benefit due to a change in age on the date of the age change.

Termination of Dependent Life Insurance

1. Dependent Life Insurance will terminate on the earliest of the following dates:
 - a. the last day of the month in which You die; or
 - b. the date that Your life insurance coverage under the Policy terminates; or
 - c. the date Dependent Life Insurance benefits under the Policy are discontinued; or
 - d. the date Your class changes to one that does not provide for Dependent Life Insurance; or
 - e. the date the Dependent enters any armed forces, other than for reserve duty of thirty (30) days or less; or
 - f. the date that he or she is no longer a Dependent as defined herein; or
 - g. the last day of the last period for which a premium charge has been paid in full if the next premium charge is not paid when due.
2. The Company may terminate all Dependent Life Insurance on any premium due date by giving written notice to the Policyholder not less than thirty-one (31) days prior to such premium due date if the number of persons insured for Dependent Life Insurance is less than seventy-five percent (75%) of those eligible for Dependent Life Insurance coverage. All Dependent Life Insurance shall terminate on the first premium due date following expiry of the notice period.

Effect of Mental or Physical Handicap on Termination

An unmarried Dependent Child's insurance may be kept in force past the date it would have terminated due to age if:

1. prior to reaching that age, the Dependent Child is not able to work and does not, in fact, work due to mental or physical handicap;
2. the Dependent Child remains dependent on You for more than fifty percent (50%) of his or her support; and
3. acceptable proof of the handicap is received by the Company within thirty-one (31) days after the date the

Dependent Life Insurance would otherwise have terminated.

The Company may, at its discretion, from time to time require written proof that such handicap still exists, but requirement shall not be made more often than once each calendar year. The proof required shall be determined by the Company at its discretion. Proof must be provided in a form prescribed by the Company. The handicap will be deemed to have ceased if the required proof is not received by the Company when due. Any insurance for the Dependent child will terminate when:

1. the handicap ceases; or
2. it would terminate for reasons other than the Dependent Child's age.

Suicide Clause

If a covered Dependent commits suicide, while sane or insane, within two (2) years from such Dependent's Effective Date of Dependent Life Insurance, the benefit payable will be limited to the premiums paid on behalf of such Dependent.

Dependent Life Insurance Death Benefit

If Your covered Dependent dies while Dependent Life Insurance is in force with respect to such person, the Company will pay a death benefit as provided in paragraph 1. or 2. hereinafter upon acceptance and approval by the Company of written proof of death. The benefit will be paid to You if living at the time of payment; otherwise, the benefit will be paid in accordance with the Beneficiary Designation provisions of the Policy.

1. Death Benefit for a Covered Dependent: If a covered Dependent dies while insured for Dependent Life Insurance, the Company will pay a death benefit. This benefit will be the amount of Dependent Life Insurance in force on that Dependent's life at the time of death.
2. Death Benefit for a Dependent during the Conversion Period: When a person who is covered as a Dependent dies while insured for Dependent Life Insurance, a death benefit will be paid if death occurs:
 - a. within sixty (60) days after all or part of the Dependent Life Insurance for the Dependent would otherwise have terminated; and
 - b. while the person is entitled to apply for a conversion policy under the terms of the Conversion Privilege for Dependent Life Insurance. The death benefit will be the amount of Dependent Life Insurance that could have been converted for the Dependent pursuant to the terms of this Policy.

Dependent Life Insurance Conversion Privilege

1. When the Conversion Privilege Applies: The Conversion Privilege is allowed for Dependent Life Insurance that terminates as provided below:
 - a. A Dependent may convert all or part of his or her amount of Dependent Life Insurance that ends due to termination of Your life insurance by:
 - i. Your death; or
 - ii. termination of Your employment; or
 - iii. termination of membership in the class(es) eligible for coverage.

However, no conversion is allowed for life insurance which ends solely or partially due to non-payment of contributions.

- b. A Dependent may convert the least of the amounts of insurance provided in b.i., b.ii., or b.iii. below that ends due to termination of this Policy, termination of a Covered Employer's coverage under the Policy, or amendment of the Policy that terminates Dependent Life Insurance. However, no conversion is allowed unless the insured Dependent has been insured for Dependent Life Insurance for at least five (5) years prior to the termination of Your life insurance.
 - i. The amount of the Dependent Life Insurance that terminates.
 - ii. The amount of the Dependent Life Insurance less the amount of any life insurance for which the Dependent becomes eligible under any other group policy issued within thirty-one (31) days of termination under this Policy.
 - iii. \$10,000.00.
2. Type of Conversion Policy Available: The conversion policy will:
 - a. be an individual life insurance policy of any type, other than term life insurance, then being issued by the Company for the applicable age and for the amount applied for;
 - b. not include accidental death, disability or other supplementary benefits;
 - c. be issued without Evidence of Insurability;
 - d. not be for an amount less than \$1,000.00 unless a smaller amount was provided under the Policy.
 3. Effecting a Conversion Policy: A conversion policy will take effect at the end of thirty-one (31) days after insurance termination. To convert, a Dependent must submit the following to the Company within sixty (60) days after insurance termination:
 - a. written application; and
 - b. the first premium payment.
 4. Conversion Policy Premium Rate: The premiums for the conversion policy will be determined in accordance with:
 - a. the Company's usual rate for the type and amount of the conversion policy;
 - b. the Dependent's class of risk; and
 - c. the Dependent's age at nearest birthday as of the effective date of the conversion policy.

SECTION V: CERTIFICATE PROVISIONS

BENEFICIARY

Benefits Paid for Loss of Life: Benefits for loss of life will be paid to the beneficiary or beneficiaries named by You. Any payment made pursuant to this provision shall completely discharge the Company from further liability for the amounts paid.

Absence of Beneficiary Designation: When the beneficiary designation does not direct otherwise, the following shall apply:

1. Two or more named beneficiaries will share equally in the proceeds. If one named beneficiary dies before You, the share such predeceased beneficiary would have received will be paid equally to the remaining beneficiaries.
2. If there is no named beneficiary or no surviving named beneficiary, the Company may, at its option, pay the proceeds as follows:
 - a. Your surviving Spouse, if any; or
 - b. if there is no surviving Spouse, to Your surviving children; or
 - c. if there is no surviving Spouse or child, to Your surviving parent(s); or
 - d. if there is no surviving Spouse, child or parent, to Your surviving brothers and sisters; or
 - e. if none of the above survives, to Your estate.

The Company may rely on an affidavit or other written evidence deemed satisfactory to determine the identity or the nonexistence of beneficiaries not identified by name.

Any payment made pursuant to this provision shall completely discharge the Company from further liability for the amounts paid.

Naming and Changing a Beneficiary: Subject to the Assignment provisions provided for hereinafter, You will have the right to name or change Your beneficiary. The beneficiary must be a natural person, trust or estate. At no time may a Covered Employer be a beneficiary. The designation must be made in writing and in a form that is acceptable to the Company. The designation will take effect on the date it is signed when it is received by the Company. Any payment made by the Company, prior to its receipt of any designation of a beneficiary or a change in beneficiary, shall fully discharge the Company's obligation for such payment.

Facility of Payment: Subject to any right reserved by the Company and set forth in the Policy, the Company may pay, at its option, a part of the sum not exceeding \$2,000 to any person or entity appearing to the Company to be equitably entitled thereto by reason of having incurred funeral, burial, or other expenses incident to Your last illness or Your death. The Company will be released from further liability for any payment so paid.

ASSIGNMENT

1. You may assign all or part of the incidents of ownership of Your life insurance provided for by this Policy subject to the following conditions:
 - a. the assignment must be made in writing in a form that is prescribed by the Company; and
 - b. the assignment must be an absolute assignment that transfers all of the rights and interests under the Policy, except those of an irrevocably named beneficiary. Collateral assignment, by whatever name called, will not be permitted.
2. No assignment will be binding on the Company unless and until made with the written consent of the Covered Employer and the signed original or duplicate is accepted at the Home Office of the Company.

3. The Company is not responsible for the validity or results of the assignment.

LIMIT ON AMOUNT OF INSURANCE

The total amount of life insurance paid shall never exceed the amount of insurance provided for in the Schedule of Benefits. In no event will payment in respect to You be made under more than one of the following Sections of the Policy:

1. Employee Life Insurance – Death Benefit; or
2. Employee Life Insurance – Conversion Privilege.

STATEMENTS MADE BY YOU

In the absence of fraud, all statements made by You or Your covered Dependents will be considered representations and not warranties. A statement made by You or a covered Dependent may be used to contest entitlement to insurance only if:

1. it is part of a written, signed instrument;
2. a copy of the instrument has been given to either You, Your assignee, or Your beneficiary; and
3. the insurance for which the statement was made has been in effect for less than two (2) years during Your life.

SPENDTHRIFT CLAUSE

To the extent allowed by law, no benefits provided by the Policy shall be subject to the claim or legal process of a creditor of You or your beneficiary.

CLAIMS

Notice of Claim

Written or electronic notice of claim must be given to the Company within twenty (20) days after the loss happens or starts. Failure to give any notice of claim within the time required will not invalidate the claim if the notice and proof were given as soon as was reasonably possible (such reasonableness being determined solely by the Company).

Claim Forms

When the Company receives a notice of a claim, forms for filing the proof of loss will be sent to the claimant. If the forms are not furnished within fifteen (15) days from the time the notice of claim is received, You may submit any other written proof that fully describes the nature and extent of claim.

Proof of Loss

Written or electronic proof of loss must be sent to the Company within ninety (90) days after the date of such loss. However, all claims must be submitted to the Company within ninety (90) days of the date Your insurance terminates.

If proof is not given within the time it is due, the claim will not be denied or reduced if it was given as soon as reasonably possible, but no later than twelve (12) months after it is due, unless You are not legally competent.

Independent Examination and Autopsy

The Company reserves the right to have You examined and to have an autopsy performed, if not forbidden by law. Any such examination will be as reasonably required by the Company and at the Company's expense.

"Proof" as required in this section means proof satisfactory to the Company.

Notice of Decision on Claim: If a claim for benefits is wholly or partly denied, the Company will furnish You with written notification of the decision. The written decision will contain:

1. the reasons for the denial;
2. reference to the provisions upon which the denial was based; and
3. a description of the review procedure.

Review Procedure: On any denied claim, You or Your representative may appeal to the Company for a full review and fair review. You may:

1. request review upon written application within sixty (60) days of receipt of claim denial;
2. review pertinent documents; and
3. submit issues and comments in writing.

A request for an appeal will not be denied if not submitted within sixty (60) days if it is not reasonably possible to make such request within sixty (60) days. In this case, the request must be submitted as soon as reasonably possible thereafter.

Time Limit on Legal Actions and Certain Defenses: No action of law or in equity may be brought to recover under the Policy until sixty (60) days after written proof of loss has been provided to the Company or three (3) or more years after the time proof of loss is required to be furnished according to the terms of the Policy.

INSPECTION OF THE POLICY

A copy of the Policy shall be maintained at all times at the office of the Covered Employer. Such copy shall be available for Your inspection during regular business hours of the Covered Employer.

INCONTESTABILITY

The validity of Your Employee Life Insurance Certificate shall not be contested, except for nonpayment of premiums, after it has been in force for two (2) years from the Certificate Effective Date.

MISSTATEMENT OF AGE OR OTHER ESSENTIAL DATA

1. Misstatement of Age or other Essential Data
 - a. If Your age, the age of a covered Dependent, or other essential data has been misstated or omitted, the records will be changed to show the correct age or data.
 - b. If the change in age or essential data affects the premium rate, the rate will be changed and any premium due will be based on the correct rate.
 - c. If the change in age or essential data affects the insurance amount, the true facts will determine the validity, amount and terms of insurance coverage under this Policy.
2. Premium Changes Due to Misstatements
 - a. In the case of any misstatements as provided hereinabove, there will be a charge to the Policyholder or refund from the Company to adjust for incorrect

past premium payments. This charge or refund will be equal to the difference between:

- i. the premiums that, based on the correct data, should have been paid; and
 - ii. the premiums that were actually paid.
- b. Premium changes that result in a refund from the Company will be calculated from the most recent Policy Anniversary Date.

RETURN OF OVERPAYMENT

Benefits paid in error must be returned to the Company.