



The Union Labor Life Insurance Company
Incorporated Under the laws of the State of Maryland
WASHINGTON, D.C.

(the Company)

Administrative Office: 8403 Colesville Road, Silver Spring, MD 20910
Phone: (202) 682-0900 or 1 (800) 431-5425

**Certifies that it has issued Life Policy No. G-3320
and Health Policy No. C-4585**

to

**SOUTHERN ILLINOIS LABORERS' & EMPLOYERS' HEALTH & WELFARE FUND
(the Policyholder)**

This Certificate describes the benefits and main points of the Policy for individuals who are eligible for insurance under the Policy. The benefits described in this Certificate apply to individuals only if they are eligible, become insured, and remain insured in accordance with all the terms and conditions of the Policy. If there is a discrepancy between the terms of the Policy and this Certificate, the Policy will control.

This Certificate replaces any prior Certificates issued by the Company to individuals covered under the Policy.

READ YOUR CERTIFICATE CAREFULLY!

THE UNION LABOR LIFE INSURANCE COMPANY

A handwritten signature in black ink, appearing to be 'JL' or similar, written in a cursive style.

PRESIDENT

**CERTIFICATE OF GROUP INSURANCE
(The Certificate)**

COMPLAINT NOTICE: Should any dispute arise about your premium or about a claim that you have filed, write to:

The Union Labor Life Insurance Company
8403 Colesville Road
Silver Spring, MD 20910

If the problem is not resolved, you may also write the Illinois Department of Insurance, Consumer Division or Public Services Section, Springfield, Illinois 62767. This notice of complaint procedure is for information only and does not become a part or condition of the Policy or certificate.

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SECTION 1 - SCHEDULE OF BENEFITS

THE AMOUNT OF INSURANCE OF ANY PERSON SHALL BE BASED UPON THE FOLLOWING:

FORMS OF INSURANCE

AMOUNT OF INSURANCE
PERSONS

LIFE INSURANCE BENEFIT*

All Eligible Persons in:

Class 1	\$12,000.00
Class 2	\$ 2,500.00
Class 3	\$10,000.00
Class 4	\$12,000.00

*The Amount of Insurance will be reduced by 65% at age 65, to 45% at age 70, and to 30% of the original Amount of Insurance, at age 75.

ACCELERATED LIFE INSURANCE BENEFIT (*Applicable to Classes 1 and 3 only*)

An amount chosen by the Person which shall not be: (1) less than \$5,000; or (2) more than 75% of the amount of life insurance.

**ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) BENEFIT*
(Principal Sum)**

All Eligible Persons in:

Class 3 <i>only</i>	\$10,000.00
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*The Amount of Insurance will be reduced by 65% at age 65, to 45% at age 70, and to 30% of the original Amount of Insurance, at age 75.

WORKPLACE ACCIDENTAL DEATH BENEFIT (*Applicable to Class 3 only*)

An additional amount equal to one times the standard AD&D amount up to a maximum of \$50,000.

SECTION 2 - DEFINITIONS

Defined terms are shown in the Policy with an initial capital letter. The following definitions apply to these terms when used in the Policy, unless otherwise defined where such term is used.

Company

The Union Labor Life Insurance Company, 8403 Colesville Road, Silver Spring, MD 20910.

Doctor

An individual licensed as a Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.). The term "Doctor" shall also include any licensed or certified health care provider as required by state law, for services which are within the scope of the health care provider's license or certificate.

Illness

A disorder or disease of the body or mind. Illness shall include: (a) pregnancy; (b) childbirth; and (c) related medical conditions.

Injury

Bodily harm that: (a) the Person sustains while this benefit is in force; and (b) is not the result of an Illness.

Officer of the Company

The Chairman, Chief Executive Officer, President, a Vice President, the Secretary or Assistant Secretary of the Company.

Person

An individual who qualifies for insurance under the Policy, as determined under PERSONS in the **Eligibility** Section.

Policy

The contract, the application, and any subsequent amendment that the Company issues to the Policyholder.

SECTION 3 - ELIGIBILITY

PERSONS

Classes of Eligible Persons

The following classes of Persons are eligible for insurance under the Policy:

All employees of Participating Employers, whose employment is the subject of a Collective Bargaining Agreement by and between the Participating Employers and Southern Illinois Laborers' & Employers' Health & Welfare Fund, and who are classified as follows:

- Class 1 - Active Members who elected (*Plans A and C*)
- Class 2 - Active Members who elected (*Plans D and E*)
- Class 3 - Fund Office Staff (*included in Plan A with an additional \$10,000.00 benefit*)
- Class 4 - Retirees (*Plan CR*)

When A Person First Becomes Eligible

A Person, who is in a Class of Eligible Persons on or after the Policy Effective Date, will be eligible for the insurance provided by the Policy on the later of the:

1. Policy Effective Date; or
2. ***Class 1 (Actives Plan A only), Class 2 (Actives Plan D only) and Class 3***, first day of the month following three work month's contribution made on the Person's behalf by a Participating Employer, as follows:

<u>Work Month</u>	<u>Insurance Month</u>
January contribution	Applies to February
February contribution	Applies to March
March contribution	Applies to April – Employees now effective under the Policy

3. ***Applicable to Class 1 (Actives Plan C only)***, the day the Person has worked for a Participating Employer on whose behalf contributions have been received for at least:
 - a) 350 hours in a Contribution Quarter;
 - b) 500 hours in a two Contribution Quarters; or
 - c) 1,000 hours in a four Contribution Quarters.Coverage would then become effective the following eligibility/ insurance quarter.

Once eligibility has been established, eligibility will continue as long as contributions meet the following requirements:

- a) 300 hours for the preceding Contribution Quarter prior to the Eligibility Quarter;
- b) 600 hours for the preceding two Contribution Quarters prior to the Eligibility Quarter;
- c) 900 hours for the preceding three Contribution Quarters prior to the Eligibility Quarter; or
- d) 1,200 hours for the preceding four Contribution Quarters prior to the Eligibility Quarter.

SECTION 3 – ELIGIBILITY
(Continued)

(Applicable to Class 1 (Actives Plan C only) (continued)

Qualifying Period

Eligibility periods shall be broken up into Contribution Quarters as follows:

<i>Contribution Quarter</i> (Work Period)	<i>Eligibility Quarter</i> (Insurance Quarter)
August	January
September	February
October	March
November	April
December	May
January	June
February	July
March	August
April	September
May	October
June	November
July	December

4. ***Applicable to Class 4 only***, first day the Person qualified for benefits and appropriate premiums have been received by the Fund.

Effective Date of Person’s Insurance

A Person’s insurance will become effective on the date he or she is eligible.

A retiree’s insurance will become effective on the date he or she is eligible.

Continuation of Insurance

Continuation During Total Disability

If a Person's life insurance would otherwise terminate due to Total Disability, he or she will continue to be eligible under the Policy provided the Policyholder continues to pay the required premium on such Person’s behalf.

Coverage will continue until the earliest of the following dates:

1. premium payments on behalf of such Person cease;
2. Total Disability ends; or
3. the Policy terminates.

**SECTION 3 – ELIGIBILITY
(Continued)**

Total Disability means the Person’s complete inability; due to Injury or Illness; to engage in any business; occupation or employment for which the Person is qualified; or becomes qualified by reason of education; training; or experience; for pay; profit; or compensation.

When a Person’s Insurance Terminates

A Person’s insurance under the Policy will terminate upon the earliest of:

1. the date the Policy terminates;
2. the date the Person is no longer in a Class of Eligible Persons under the Policy;
3. the date premium payments on behalf of the Person cease;
4. the date the Person fails to pay the required premium, if any, when due; or
5. the date the Person enters into full-time active duty with the armed forces of any country.

Reinstatement of Insurance

1. *Applicable to Class 1 (Actives Plan C) only*, If, after having once attained eligibility with the Fund, the Person loses his or her eligibility may be reestablished if contributions have been paid on his or her behalf with the required period as indicated below:

<u>Ineligible Period</u>	<u>Contribution Hours</u>	<u>Contribution Period</u>
Less than 12 months	300	3 month period
More than 1 year, but less than 2 years	350	6 month period
If more than 2 years must again meet the initial eligibility requirements	350	3 month period
	500	6 month period
	1,000	12 month period

2. If a Person’s insurance terminates because he or she enters into full-time active duty with the armed forces of any country, it will be reinstated on the date he or she returns to active work:
 - a. for a Participating Employer; and
 - b. within 90 days of discharge from military service.
3. If a Person's insurance terminates for any other reason, he or she may again become eligible for the insurance by satisfying the requirement of eligibility as a new employee under the provision titled *When a Person First Becomes Eligible* in this Section of the Policy.

SECTION 4 - LIFE INSURANCE BENEFIT
(Applicable to All Classes)

PERSONS

The Life Insurance Benefit will be paid if a Person dies while insured under this benefit.

Benefit Determination

The amount of benefit to be paid will be the Amount of Insurance as shown in the **Schedule of Benefits** Section which is in force for the Person on the date of his or her death, subject to all the terms and conditions of the Policy.

Benefit Payment

The benefit will be paid to the Person's named Beneficiary, upon receipt of due proof of death, as provided in the **Claim Payment** Section.

Assignment of Benefits

A Person may make an assignment of all the incidents of ownership of his or her Life Insurance Benefit, but only if the Company is given actual notice of the assignment. Any such assignment will not take effect with the Company prior to the date a copy of the assignment is received at its Administrative Office. The Company assumes no responsibility for the validity or sufficiency of any such assignment. Collateral assignments, by whatever name, are not permitted.

CONVERSION PRIVILEGE

If an individual's Life Insurance Benefit, or any portion thereof, terminates, he or she is entitled to convert all or a portion of the Amount of Insurance which has been terminated. This conversion will be to an individual policy of life insurance ("Conversion Policy"). The individual will not be required to submit proof of good health to convert.

Conversion Rights for Persons

Conversion Rights, upon Individual Termination or Class Change

If a Person's Life Insurance Benefit, or any portion thereof, terminates because he or she:

1. ceases to be eligible under "Classes of Eligible Persons" appearing under PERSONS in the **Eligibility** Section; or
2. transfers from one Class of Eligible Persons to another, and the class to which he or she has transferred, offers lesser benefits;

he or she may convert up to the Amount of Insurance which terminated, less any amount for which he or she becomes eligible under the Life Insurance Benefit of the Policy or under any other group policy within 31 days from the date of termination.

SECTION 4 - LIFE INSURANCE BENEFIT
(Applicable to All Classes)
(Continued)

Conversion Rights Upon Individual Reduction due to Age or Retirement

If a Person's Life Insurance Benefit is reduced because of the individual's:

1. age; or
2. retirement;

he or she may convert up to the amount of the reduction.

Conversion Rights upon Policy or Class Termination

If a Person's Life Insurance Benefit terminates because the Policy:

1. terminates; or
2. is amended to terminate coverage for a Class of Eligible Persons under which the Person was insured;

he or she may convert to an amount that does not exceed the lesser of the following, provided the Person has been continuously insured under the Life Insurance Benefit of the Policy (or the plan which the Policy replaced) for at least 5 years:

1. the amount of Life Insurance Benefit in effect for the Person on the date of termination, less any amount for which he or she is or becomes eligible under the Policy or any other group policy (which replaces the Policy) within 31 days after the date of termination; or
2. \$10,000.

Notice of Conversion Privilege

The Policyholder must notify an individual of his or her right to convert. If the notice is not given by the 16th day of the 31-day Conversion Period, the individual will have an additional period in which to convert. The additional period will expire 15 days from the date he or she is notified, but in no event will the right to convert be extended more than 91 days beyond the date the individual's insurance terminated under the Policy. Written notice presented to the individual, or mailed to his or her last known address, shall constitute notice for purposes of this provision.

In no event is the individual's Life Insurance Benefit extended beyond the end of the 31-day Conversion Period, whether or not notice is given.

Conversion Period

To qualify for a Conversion Policy, an individual must submit a written application to the Company and pay the first premium due within 31 days from the date his or her Life Insurance Benefit terminates under the Policy, unless an additional period in which to convert has been granted as shown in *Notice of Conversion Privilege* in this Section.

SECTION 4 - LIFE INSURANCE BENEFIT
(Applicable to All Classes)
(Continued)

Conversion Policy

An individual who is eligible to convert is entitled to convert to any individual policy which is then being offered by the Company, other than term insurance, or insurance which provides disability or other supplemental benefits.

Premium Rates

The premium rates for the Conversion Policy will be the Company's premium rates in effect for the amount and type of policy elected and based on the individual's class of risk and attained age (age nearest birthday at the date of issue of the Conversion Policy) on the effective date of the Conversion Policy.

Effective Date

The individual life insurance Conversion Policy will take effect at the end of the 31-day period provided the premium has been paid before the end of such period.

Death Within the Conversion Period

If an individual dies during the 31-day Conversion Period, the maximum Amount of Insurance which he or she was entitled to convert under the Life Insurance Benefit will be paid as a benefit under the Policy, to the last Beneficiary named by the individual, whether or not conversion was applied for, and premium paid.

If a Conversion Policy was applied for, such Conversion Policy will be null and void even if the Conversion Policy had been issued; and no death claim will be payable under the Conversion Policy. The Company will return any premium paid for the Conversion Policy.

Limitation on Amount Converted

No individual who is insured or who becomes insured under the Policy and who holds an individual life insurance policy obtained through exercise of the Conversion Privilege of the Policy, shall again be entitled to exercise the Conversion Privilege for which he or she is otherwise eligible as long as such individual policy of life insurance remains in effect.

SECTION 5 - ACCELERATED LIFE INSURANCE BENEFIT
(Applicable to Classes 1 and 3 only)

The following Accelerated Life Insurance Benefit shall apply to the Life Insurance Benefit of the Policy only. This benefit does not apply to any supplemental life insurance benefit, to any Accidental Death and Dismemberment Benefit, nor to any other benefits provided by the Company to the Policyholder.

Definitions

The following definitions are applicable only to this Accelerated Life Insurance Benefit provision:

"Accelerated Benefit" means the amount of life insurance that will be paid in accordance with the terms and conditions of the Policy prior to a Person's death if the conditions of the Accelerated Life Insurance Benefit provision are met.

"Person" is the individual who: (1) is eligible as a Person under the Classes of Eligible Persons under the Policy; (2) is an active employee; (3) has been insured under the Policy for a minimum of 2 years; and (4) is not Totally Disabled on the effective date of the Policy, or the provision if added later.

"Totally Disabled and Total Disability" mean the Person's complete inability, due to Injury or Illness, to engage in any business, occupation or employment, even on a part-time basis, for which the Person is qualified or becomes qualified by reason of education, training or experience, for pay, profit or compensation.

"Terminal Illness or Terminally Ill" means a determination is made by a Doctor that the Person, while insured under the Policy, has a life expectancy of 24 months or less as the result of a medical condition caused by Injury or Illness.

Payment of the Accelerated Benefit

Payment of the Accelerated Benefit shall be made in one lump sum to the Person, or to the entity or party so designated in writing by the Person, and will not exceed the maximum benefit and limitations shown in the **Schedule of Benefits** Section. Only one Accelerated Benefit shall be payable per Person.

Effect on Amount of Insurance under the Life Insurance Benefit

Once the Accelerated Benefit has been paid, the Amount of Insurance under the Life Insurance Benefit on the Person shall be reduced by the amount of the Accelerated Benefit payment. The remaining Amount of Insurance Amount will remain in effect, subject to any reduction or termination and all other conditions and terms of the Policy. The Amount of Insurance available for conversion under the Life Insurance Benefit shall be reduced by the amount of the Accelerated Benefit payment.

Conditions for which Benefits are Payable

"Condition(s)" means any of the medical conditions and circumstances for which benefits are payable under the Policy.

Benefits shall be payable under the Policy for the following Condition(s):

1. the Terminal Illness which results in a life expectancy of not more than 24 months; and

SECTION 5 - ACCELERATED LIFE INSURANCE BENEFIT
(Applicable to Classes 1 and 3 only)
(Continued)

2. a medical condition which requires extraordinary medical intervention, such as, but not limited to, major organ transplant or conditions for artificial life support, without which death would result; and
3. a medical condition which requires continuous confinement in an eligible Institution if the Person has been confined a minimum of 6 months, and such Person is expected to remain in such or similar Institution for the remainder of his or her life:
 - a. after the Person's effective date of coverage under the Policy; and
 - b. while the Policy is in effect as to such Person.

"Institution" means a nursing home or skilled nursing facility, which is licensed as such by the state, and which provides skilled nursing care by registered graduate nurses, under the direction of at least one Doctor; and

4. a medical condition which would, in the absence of extensive or extraordinary medical treatment, result in a drastically limited life span. Such conditions may include, but are not limited to, one or more of the following: (a) coronary artery disease which results in acute infarction or which requires surgery; (b) permanent neurological deficit which results from cerebral vascular accident; (c) end stage renal failure; (d) Acquired Immune Deficiency Syndrome; or (e) Alzheimer's Disease.

Conditions for Payment

Payment of an Accelerated Benefit is subject to the following:

1. the request for payment of the benefit must be made to the Company in writing by the insured Person or such Person's legal representative.
2. the diagnosis of a Condition must be made:
 - a. by a licensed qualified Doctor who is other than the Person or a member of such Person's family;
 - b. after the Person's effective date of coverage under the Policy; and
 - c. while the Policy is in effect as to such Person.
3. the written consent of an assignee or irrevocable beneficiary, if any, must be given to the Company.
4. the Person, at his or her own expense, must provide proof satisfactory to the Company of the diagnosis and effect on life expectancy; such proof shall include, but is not limited to, clinical, radiological and laboratory evidence.

If a Person dies after a request is made for the Accelerated Benefit, but before such benefit is paid, the Accelerated Benefit is not payable. The Amount of Insurance under the Life Insurance Benefit of the Policy will be paid to the Beneficiary as if no request for an Accelerated Benefit had been made.

SECTION 5 - ACCELERATED LIFE INSURANCE BENEFIT
(Applicable to Classes 1 and 3 only)
(Continued)

Medical Determination

If the Person and the Company do not agree on the diagnosis of the Condition or its effect on life expectancy, either may request, in writing, an additional medical determination. The procedure shall be as follows:

1. the Person and the Company shall each select an independent Doctor;
2. both Doctors will: (a) examine the Person and all his or her medical records; and (b) submit a written opinion;
3. if both Doctors do not agree, they will choose a third disinterested Doctor acceptable to both;
4. the third Doctor will examine the Person and his or her medical records, and submit a written opinion as to a final determination;
5. if the opinion of the third Doctor is in favor of the Person, the Company will pay the expenses of the Doctors involved; and
6. if the opinion of the third Doctor is in favor of the Company, the Company will pay the expenses of its Doctors and of the third Doctor; and the Person shall pay the expenses of his or her Doctor.

It is agreed that this will be the sole remedy for resolving any differences of medical opinion and determination for purposes of the Policy.

Conversion

Regardless of anything to the contrary in the Policy, this Accelerated Life Insurance Benefit may not be converted to an individual policy. Refer to *Effect on Amount of Insurance under the Life Insurance Benefit* in this Section of the Policy.

Exceptions to Applicability of an Accelerated Benefit

This Accelerated Life Insurance Benefit provision provided herein shall not apply:

1. to any Life Insurance Benefit with a face amount of less than \$10,000;
2. to request for payment of the benefit for any other reason other than a Condition as described in the Policy;
3. if the required premium for the Life Insurance Benefit under the Policy is due and unpaid;
4. to any supplemental life benefit, Accidental Death and Dismemberment benefit or to any other benefit provided by the Company to the Policyholder except for the Life Insurance Benefit provided under the Policy;
5. when all or a portion of the Person's Life Insurance Benefit is to be paid as part of a divorce settlement;

SECTION 5 - ACCELERATED LIFE INSURANCE BENEFIT
(Applicable to Classes 1 and 3 only)
(Continued)

6. if the Person's life insurance under the Policy has been in force for less than 2 years, or if the Person is Totally Disabled, or on the effective date of the Policy or this Accelerated Life Insurance Benefit provision, whichever is later;
7. if the Person is required by law to use this benefit to meet the claims of creditors, whether in bankruptcy or otherwise;
8. if the Person is required by a government agency to use this benefit to apply for, obtain or keep a government benefit or entitlement; or
9. if the Illness or Injury which caused the medical condition is caused by intentional self-inflicted Injury or attempt at suicide.

Termination of the Accelerated Benefit

The Accelerated Benefit for all Persons shall terminate on the earliest of:

1. the date the Policy is terminated; or
2. the date the Accelerated Life Insurance Benefit provision is terminated.

The Accelerated Benefit, with respect to an individual Person, shall terminate on the earliest of:

1. the date the Person's Life Insurance Benefit under the Policy terminates;
2. the date the Person retires;
3. the date of death of the Person; or
4. the date of payment of the Accelerated Benefit made on behalf of the Person.

Tax Implications

The Company shall not be responsible for any tax or any other effects of any Accelerated Benefit payment. The receipt of an Accelerated Benefit will reduce the death benefit, and may be taxable income to the Person or to the Person's Beneficiary. The Person and the Beneficiary must consult with a personal tax advisor.

SECTION 6 - ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT
(Applicable to Class 3 only)

Upon receipt of due proof of loss, the Accidental Death and Dismemberment Benefit will be paid if:

1. the Person, while insured under this benefit, suffers an accidental injury; and
2. as the direct result of the accident the Person:
 - a. suffers a Covered Loss, other than death, within 365 days after the accident; or
 - b. dies at any time after the accident.

A "Covered Loss" means permanent loss of:

1. life; or
2. a hand, by complete severance at or above the wrist joint;
3. a foot, by complete severance at or above the ankle joint;
4. an eye, involving irrecoverable and complete loss of sight in the eye;
5. 4 or more fingers from one hand by complete severance; or
6. Speech and/or hearing loss. Loss of speech and/or hearing means the entire and irrecoverable loss of speech or hearing, as certified by a Diplomat of the American Board of Otolaryngology;

except as excluded under Exclusions in this Section, and subject to all the terms and conditions of the Policy. The amount of benefit to be paid for a Covered Loss is determined as follows:

SCHEDULE OF LOSSES

FOR LOSS:	THE BENEFIT IS:
LIFE	THE PRINCIPAL SUM
TWO HANDS.....	THE PRINCIPAL SUM
TWO FEET	THE PRINCIPAL SUM
SIGHT OF TWO EYES.....	THE PRINCIPAL SUM
ONE HAND AND ONE FOOT.....	THE PRINCIPAL SUM
ONE HAND AND SIGHT OF ONE EYE.....	THE PRINCIPAL SUM
ONE FOOT AND SIGHT OF ONE EYE.....	THE PRINCIPAL SUM
ONE HAND OR ONE FOOT.....	ONE-HALF THE PRINCIPAL SUM
SIGHT OF ONE EYE.....	ONE-HALF THE PRINCIPAL SUM
FOUR OR MORE FINGERS (ONE HAND)	ONE-HALF THE PRINCIPAL SUM
SPEECH AND HEARING	THE PRINCIPAL SUM
SPEECH OR HEARING	ONE-HALF THE PRINCIPAL SUM

SECTION 6 - ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

(Applicable to Class 3 only)

(Continued)

If the Person suffers more than one loss in any one accident, payment shall be made only for that loss for which the largest amount is payable.

WORKPLACE ACCIDENTAL DEATH BENEFIT

In addition to any other benefit payable under the Policy, the Company will pay a Workplace Accidental Death Benefit as shown on the Schedule if the Person suffers a Covered Loss as a result of a Workplace Injury.

Workplace Injury means (1) a bodily injury caused by an accident that occurs while the Person is at his or her workplace and performing his or her regularly scheduled union work or serving in an official capacity for his or her local, state, or national labor organization; or (2) an Injury that occurs while the Person is:

- (1) Traveling from his or her residence to his or her workplace to begin performing his or her regularly scheduled union work or service in an official capacity for his or her local, state, or national labor organization; or
- (2) Traveling from his or her workplace to his or her residence after having performed his or her regularly scheduled union work or service in an official capacity for his or her local, state, or national labor organization.

The Workplace Injury must be the direct cause of a Covered Loss and must be independent of all other causes.

SEAT BELT BENEFIT

In addition to any other benefit payable under the Policy, the Company will pay a Seat Belt Benefit if:

1. The Person dies as a result of an automobile accident for which an Accidental Death & Dismemberment benefit is payable; and
2. The seat belt was in actual use and properly fastened, as certified in the official police report, at the time of the accident; and
3. The Person was driving or riding in an automobile driven by a licensed driver who was neither:
 - a. Intoxicated nor driving while impaired. Intoxication and impairment shall be determined by the law of the jurisdiction in which the accident occurs, with or without conviction; nor
 - b. Under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended unless as prescribed by a licensed physician. Conviction is not necessary for a determination of being under the influence.

SECTION 6 - ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

(Applicable to Class 3 only)

(Continued)

The amount of the Seat Belt benefit is the least of:

1. 10% of the Principal Sum; or
2. \$1,000 if an official police report certifying that the seat belt is properly fastened cannot be submitted with the claim.

AIR BAG BENEFIT

In addition to any other benefit payable under the Policy, the Company will pay an Air Bag Benefit if the Person dies in an accident payable under the Accidental Death and Dismemberment benefit while the Person is positioned in a seat protected by a properly functioning, original, factory installed Supplemental Restraint System that inflates on impact (air bag). The additional amount payable under this Benefit is 5% of the Principal Sum up to \$5,000.

SECTION 6 - ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT
(Applicable to Class 3 only)
(Continued)

Exclusions

No benefit will be paid for any loss that is caused directly by any of the following:

1. bodily or mental illness or disease of any kind;
2. ptomaines or bacterial infections (except ptomaine and bacterial infections occurring as a result of accidental ingestion or infections caused by accidental injury);
3. suicide or attempted suicide while sane or insane;
4. intentional self-inflicted Injury;
5. participation in, or the result of participation in, the commission of an assault, or a felony, or a riot, or a civil commotion;
6. war or act of war, declared or undeclared; or any act related to war, or insurrection; or
7. use of alcohol, non-prescriptive drugs or controlled substances, such as PCP (also known as "angel dust"), LSD or any other hallucinogens, cocaine, heroin or any other narcotics, amphetamines or other stimulants, barbiturates or other sedatives or tranquilizers, or any combination of one or more of these substances.

SECTION 7 - LABOR DISPUTE WAIVER OF PREMIUM BENEFIT

The following benefit shall apply to the Life Insurance Benefit and Accidental Death and Dismemberment Benefit of the Policy only. This benefit does not apply to any other benefits provided by the Company to the Policyholder.

In the event the Person (1) participates in a lawful strike authorized by his or her union or (2) is locked out as the result of a labor dispute between his or her union and employer, we will waive premiums for the Person's coverage. The Person must be covered under the Policy before the strike or lock-out begins. The waiver of premium begins on the next monthly premium due date following a 30-day waiting period after the date the strike or lock-out begins.

The waiver stops and premium payments must resume on the earliest of:

1. one year from the date the waiver began;
2. the next premium due date after the strike or lock-out is resolved;
3. the next premium due date after the Person returns to work or is offered the opportunity to return to work for his or her employer; or
4. the next due date after the Person's employment is terminated.

Notice and Proof of Strike or Lock-Out. Before benefits begin, we must receive at our Company, written notice and proof satisfactory to us of the strike or lock-out (i.e. verification from the Person's labor union). To receive benefits under this benefit, satisfactory proof of the status of the strike or lock-out must be given to us when and as often as we may reasonably require, but in no event less than every 30 days. We will stop providing benefits if proof is not provided under the provisions of this benefit.

The Person or Policyholder must notify us as soon as the strike or lock-out is resolved; when the Person returns to work or is offered the opportunity to return to work for his or her employer; or when the Person's employment is terminated.

SECTION 8 - CLAIM PAYMENT

BENEFICIARY (Life Insurance and Accidental Death and Dismemberment Benefits)

For Persons

A Person's Beneficiary is the party or parties named by the Person, as shown on the Company's records, to receive the benefits payable under the Policy upon the Person's death. The Person may name one or more Beneficiaries to receive the death benefit.

The Person may change the Beneficiary at any time, without the consent of the previously named Beneficiary. Such change must be requested in writing on a form furnished by or satisfactory to the Company. Such change will take effect upon receipt of the signed form at the Administrative Office of the Company.

Upon receipt of Satisfactory Proof of Claim, the Company will pay the death benefit due under the Life Insurance and Accidental Death and Dismemberment Benefits to the Person's named Beneficiary as follows:

1. If the Person has named more than one Beneficiary, each surviving Beneficiary will share equally, unless otherwise indicated by the Person when the Beneficiaries were named.
2. If there is no named Beneficiary, or if no named Beneficiary is surviving at the time of death of the Person, payment will be made to the first surviving class in the following order of preference:
 - a. the surviving spouse;
 - b. the Person's children, in equal shares;
 - c. the Person's parents, in equal shares;
 - d. the Person's brothers and sisters, in equal shares; or
 - e. the executors or administrators of the Person's estate.

In order to determine which class of individuals is entitled to the death benefit, the Company may rely on an affidavit made by any individual listed above. If payment is made based on such affidavit, the Company will be discharged of its liability for the amount so paid, unless written notice of claim by another individual listed above is received before payment is made.

3. If the Beneficiary is a minor or someone not able to give a valid release for payment, the Company will pay the benefit to his or her legal guardian. If there is no legal guardian, the Company may pay the individual or institution who has, in its opinion, custody and principal support of such Beneficiary. The Company will be fully discharged of its liability for any amount of benefit so paid in good faith.
4. In the event of divorce, a Person's ex-spouse, who was otherwise designated as the Beneficiary, will be cancelled as the Person's Beneficiary as of the date of divorce, unless such ex-spouse is specifically designated the Beneficiary of the benefits through a Qualified Domestic Relations Order ("QDRO") entered by a court.

SECTION 8 - CLAIM PAYMENT (Continued)

LIFE INSURANCE

Proof of Claim

Satisfactory Proof of Claim will include a certified copy of the individual's death certificate and any other data that the Company may require to establish the validity of the claim.

Facility of Payment

If an individual appears to the Company to be equitably entitled to compensation because he or she has incurred expenses on behalf of the Person's burial, the Company may pay to such individual the expenses incurred up to \$2,000. Such payment, however, shall not exceed the amount due under the Policy. The Company will be fully discharged of its liability for any amount of benefit so paid in good faith.

Mode of Payment

Death benefit proceeds will be paid to the Beneficiary in one lump sum.

Maximum Payment of Benefits

The total benefit payable under the Policy for Life Insurance will never exceed the Amount of Insurance shown in the **Schedule of Benefits** Section. In no event will payment be made under more than one of the following Life Insurance provisions:

1. Life Insurance Benefit; or
2. Conversion Privilege.

SECTION 8 - CLAIM PAYMENT (Continued)

ACCIDENT AND HEALTH INSURANCE

Notice and Claim Forms

In order to receive a claim form for filing a claim, written notice of a claim must be given to the Company within 90 days after the date of a loss which is covered under the Policy. Otherwise, the Company must be notified as soon as it is reasonably possible to do so. If claim forms are available from the Policyholder, written notice of a claim is not required in order to receive a claim form.

Upon receipt of the written notice of claim, the Company or Policyholder will provide claim forms for filing proof, to the Person making a claim. If the Person does not receive the claim forms within 15 days after he or she sent notice of a claim, the Person can file a claim without a claim form by sending the Company written proof of claim which includes the information required under *Proof of Loss* as described below.

Proof of Loss

Proof of the loss for which a claim is made must be given to the Company no later than 90 days after the date of loss. A claim will not be reduced or denied for failure to provide proof within this time, if it is shown that it was not reasonably possible to furnish proof, and that proof was provided as soon as it was reasonably possible.

The proof of the loss must include all information necessary for the Company to determine the:

1. nature of the loss; and
2. date of the loss.

The Company may require, as part of the proof, authorization to obtain medical and non-medical information. The Company will notify the Person of any additional information required to process a claim.

Payment of Claims

For a covered loss, benefits shall be paid directly to the Person. In case of loss of life, benefits will be made to the Person's Beneficiary.

Facility of Payment

If any benefit is payable to the Person's estate or to a person who is a minor or someone who lacks the capacity to give a valid release for payment, the Company may pay the benefit, up to an amount of \$1,000, to any relative by blood or connection by marriage of the Person who is deemed by the Company to be equitably entitled to the benefit. The Company will be fully discharged of its liability for any amount of benefit so paid in good faith.

SECTION 8 - CLAIM PAYMENT
(Continued)

Right to Examination and Autopsy

The Company, at its own expense, has the right to have:

1. the Person whose claim is pending examined, by a Doctor of its choice; and
2. an autopsy performed, if it is not prohibited by law.

Legal Actions

A claimant, or the claimant's authorized representative cannot start any legal action with respect to a claim:

1. until 60 days after proof of claim, as required above, has been given; nor
2. more than 3 years after the time proof of claim is required.

SECTION 9 - GENERAL PROVISIONS

Statements; Incontestability of Insurance

All statements made by the Policyholder or a Person are considered, except for fraud, to be representations and not warranties. No such statements may be used to contest the validity of the Policy, or a Person's insurability unless:

1. it is in writing;
2. signed by the Policyholder or the Person; and
3. a copy of the statement is given to:
 - a. the Policyholder;
 - b. the Person; or
 - c. the Person's Beneficiary.

The Policy will not be contested after it has been in force for 2 years from the date of issue, except for non-payment of premiums.

A Person's insurance, for which proof of good health was required, will not be contested after such insurance has been in force for 2 years during his or her lifetime. This provision does not preclude the Company from asserting defenses based upon the Person's ineligibility for insurance or non-payment of premium.

Misstatement of Age

If the age of a Person has been misstated, the Company will use the Person's true age to determine:

1. the effective date or termination date of the Person's insurance under the Policy;
2. the amount of insurance; and
3. any other rights or benefits affected by age.

Based on true age, the Company may make an adjustment to the premiums, the benefits, or both.

Policy Not in Lieu of Workers' Compensation Insurance

The Policy is not in lieu of, and does not affect any requirements for insurance by state Workers' Compensation Insurance laws.

Conformity with State Statutes

Any provision of the Policy that is in conflict with the laws of the state in which the Policy is delivered, or issued for delivery, is amended to conform to the minimum requirements of those laws.