

AMENDMENT NO. 3

TO BE ATTACHED TO AND MADE PART OF GROUP POLICY NO.: 000400199045

ISSUED TO: Webber, LLC

It is agreed that the above policy be replaced with the attached Policy, which is revised and dated January 1, 2016.

The effective date of this amendment is January 1, 2016; but only with respect to losses incurred on or after that date. Nothing contained in this amendment shall change any of the terms and conditions of this Policy; except as stated above.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

Accepted by the Group Policyholder this _____ day of _____ 20____

By _____ Title _____



The Lincoln National Life Insurance Company
A Stock Company Home Office Location: Fort Wayne, Indiana
Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066
(800) 423-2765 Online: www.LincolnFinancial.com

Group Policyholder:

Webber, LLC

In Consideration of the Group Policyholder's application for this Policy and payment of all premiums when due, The Lincoln National Life Insurance Company agrees to make the payments provided in this Policy to the persons entitled to them.

The first premium for this Policy is due on its effective date. Subsequent premiums are due on February 1, 2015, and on the same day of each month after that. Policy anniversaries will be each January 1st; unless shown otherwise on the Premium Rate Schedule inside.

The provisions and conditions set forth on the following pages are a part of this Policy, as fully as if recited over the signatures below.

The Lincoln National Life Insurance Company has executed this Policy at its Group Insurance Service Office in Omaha, Nebraska. The issue date of the Policy is January 1, 2015.

Handwritten signature of Chas A. Brantley in cursive.

SECRETARY

Handwritten signature of Dennis R. Glass in cursive.

PRESIDENT

WORKERS' COMPENSATION INSURANCE NOTICE

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY. IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS. THE REQUIRED NOTIFICATIONS MUST BE FILED AND POSTED.

GROUP INSURANCE POLICY

No. 000400199045

PROVIDING

LIFE INSURANCE

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

DEPENDENT LIFE INSURANCE

This Policy contains an Accelerated Death Benefit provision. Receipt of an Accelerated Death Benefit will reduce benefits specified in this Policy. Accelerated Death Benefits may be taxable. As with all tax matters, the Insured Person should consult a professional tax advisor before applying for this benefit. Please read the Limitations section of the Accelerated Death Benefit included in this Policy.

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

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Webber, LLC
000400199045
SCHEDULE OF INSURANCE

ELIGIBLE CLASSES

Class 1	All Expatriate Employees
Class 2	Executives
Class 3	All Full-Time Administrative Employees, Management Employees and Office Employees
Class 4	All Other Full-Time Employees
Class 5	All Participants with Approved Life Insurance Amounts under the Prior Carrier's Plan as of December 31, 2014

The amount of an Insured Person's insurance is determined from the following table. The initial amount of coverage is the amount which applies to an Insured Person's Class on the date his or her coverage takes effect. An Insured Person may become eligible for increases in the amount of insurance in accord with the table. Any such increase will take effect on the latest of:

- (1) the first day of the Insurance Month which coincides with or follows the date on which the Insured Person becomes eligible for the increase; provided he or she is Actively at Work on that day;
- (2) the day the Insured Person resumes Active Work, if not Actively at Work on the day the increase would otherwise take effect; or
- (3) the day any required evidence of insurability is approved by the Company.

Any decrease will take effect on the Policy Anniversary Date which coincides with or follows the day of the change; whether or not the Insured Person is Actively at Work.

The amount of an Insured Person's Life Insurance shall be reduced by the amount of any Life Insurance in effect as a result of exercising the rights under the Conversion Privilege section of this Policy.

Facility of Payment Amount: \$250

The following chart applies to the Portability Privilege provision and to the Extension of Death Benefit provision when benefits end upon attainment of the Social Security Normal Retirement Age:

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
1937 and prior	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 - 54	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and later	67

Note: Persons born on January 1 of any year should refer to the Normal Retirement Age for the previous year.

Under the Portability Privilege provision, the word "retire" or "retirement" means an Insured Person's attainment of the Social Security Normal Retirement Age. The use of the word "retire" or "retirement" elsewhere in this Policy means an Insured Person's retirement from employment with the Employer.

Webber, LLC
000400199045
SCHEDULE OF INSURANCE
(Continued)

OPEN ENROLLMENT PERIOD means a designated timeframe for eligible employees to elect coverage who did not enroll during their initial eligibility period or for employees with existing coverage under this Policy to elect additional benefit amounts. Evidence of insurability is not required during this period provided certain conditions are met as described in the Schedule of Insurance. Participation in an Open Enrollment Period does not change the Policy provisions related to Waiting Periods. Employees who have been previously declined for a benefit amount or increase are not eligible to participate in the Open Enrollment.

There will be an Open Enrollment Period beginning December 1st and ending December 31st for eligible Employees to enroll for or to increase their current benefit amounts.

Coverage elected during this period will be effective:

- (1) January 1st following the enrollment period, if Actively at Work on that day; or
- (2) The day the Insured Person resumes Active Work, if not Actively at Work on the day the elected coverage or increase would otherwise take effect.

Webber, LLC
000400199045
SCHEDULE OF INSURANCE
For
Class 1 - All Expatriate Employees

MINIMUM HOURS: 30 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
None

CONTRIBUTIONS: Insured Persons are required to make contributions for Personal Life & AD&D Insurance, Spouse Life Insurance and Child Life Insurance.

Basic Annual Earnings means the Insured Person's annual base salary or annualized hourly pay from the Group Policyholder before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay or any other extra compensation. It does **not** include income from a source other than the Group Policyholder. It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less.

LIFE AND AD&D INSURANCE

Benefit Amount

Personal Life Insurance

A Person may elect Life Insurance in any \$10,000 increment; subject to a maximum of Five times Basic Annual Earnings (rounded to the next higher \$10,000). Coverage is subject to a minimum of \$10,000 and an overall maximum of \$500,000.

AD&D Insurance Principal Sum

The Principal Sum equals the Amount of Personal Life Insurance.

Personal Life and AD&D Insurance will be reduced as follows:

- At age 70, benefits will reduce by 33% of the original amount;
- At age 75, benefits will reduce an additional 22% of the original amount.

Benefits will terminate when the Insured Person retires.

If the Insured Person first enrolls for Personal Life and AD&D Insurance at age 70 or older, the above age reductions will apply to:

- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which he or she is eligible.

Evidence of Insurability must be submitted to and approved by the Company when:

1. Personal Life and AD&D Insurance amounts exceed the guarantee issue amount of \$200,000 at initial enrollment;
2. any benefit option increase or new election requested during the specified open enrollment period which exceeds the amount of Personal Life and AD&D Insurance by more than 2 increment level(s);
3. an increased amount of Personal Life and AD&D Insurance coverage is requested and any amount of coverage has been previously withdrawn or declined or is pending underwriting review; or
4. initial coverage is elected more than 31 days after first becoming eligible.

If any evidence of insurability is required, it will be provided at the Person's own expense.

Webber, LLC
000400199045
SCHEDULE OF INSURANCE
For
Class 1
LIFE AND AD&D INSURANCE
(Continued)

DEPENDENTS INSURANCE

	Benefit Amount
Spouse Life Insurance	A Person may elect Life Insurance in any \$5,000 increment; subject to a maximum of One times the Insured Employee's Life Insurance Benefit (rounded to the next higher \$5,000). Coverage is subject to a minimum of \$5,000 and an overall maximum of \$75,000.
Child Life Insurance	
Dependent Child (age 1 day to 6 months)	\$1,000
Dependent Child (age 6 months to 26 years)	A Person may elect Life Insurance in any \$2,000 increment; subject to a maximum of \$10,000.

Spouse Life Insurance will be reduced as follows:

- by 33% of the original amount when the Insured Employee attains age 70;
- by an additional 22% of the original amount when the Insured Employee attains age 75.

Spouse Insurance will terminate when the Insured Employee retires.

Evidence of Insurability must be submitted to and approved by the Company when:

1. any benefit option increase or new election requested during the specified open enrollment period which exceeds the amount of Spouse Life Insurance by more than 2 increment level(s)
2. an increased amount of Spouse Life Insurance coverage is requested and any amount of coverage has been previously withdrawn or declined or is pending underwriting review; or
3. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

An Insured Person may elect Dependent Life Insurance (Spouse and/or Child), provided such Insured Person is also insured in the Voluntary Life Insurance Program.

Participation in the Voluntary program is based on the Group Policyholder's enrollment remaining above:

- (1) the greater of 10 employees or 25% of those employees electing Voluntary Life Insurance; and
- (2) the greater of 5 spouses or 10% of those employees electing Voluntary Spouse Life Insurance.

Webber, LLC
000400199045
SCHEDULE OF INSURANCE
For
Class 2 - Executives

MINIMUM HOURS: 30 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
None

CONTRIBUTIONS: Insured Persons are required to make contributions for Personal Life & AD&D Insurance, Spouse Life Insurance and Child Life Insurance.

Basic Annual Earnings means the Insured Person's annual base salary or annualized hourly pay from the Group Policyholder before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay or any other extra compensation. It does **not** include income from a source other than the Group Policyholder. It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less.

LIFE AND AD&D INSURANCE

Benefit Amount

Personal Life Insurance

A Person may elect Life Insurance in any \$10,000 increment; subject to a maximum of Five times Basic Annual Earnings (rounded to the next higher \$10,000). Coverage is subject to a minimum of \$10,000 and an overall maximum of \$500,000.

AD&D Insurance Principal Sum

The Principal Sum equals the Amount of Personal Life Insurance.

Personal Life and AD&D Insurance will be reduced as follows:

- At age 70, benefits will reduce by 33% of the original amount;
- At age 75, benefits will reduce an additional 22% of the original amount.

Benefits will terminate when the Insured Person retires.

If the Insured Person first enrolls for Personal Life and AD&D Insurance at age 70 or older, the above age reductions will apply to:

- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which he or she is eligible.

Evidence of Insurability must be submitted to and approved by the Company when:

1. Personal Life and AD&D Insurance amounts exceed the guarantee issue amount of \$200,000 at initial enrollment;
2. any benefit option increase or new election requested during the specified open enrollment period which exceeds the amount of Personal Life and AD&D Insurance by more than 2 increment level(s);
3. an increased amount of Personal Life and AD&D Insurance coverage is requested and any amount of coverage has been previously withdrawn or declined or is pending underwriting review; or
4. initial coverage is elected more than 31 days after first becoming eligible.

If any evidence of insurability is required, it will be provided at the Person's own expense.

Webber, LLC
000400199045
SCHEDULE OF INSURANCE
For
Class 2
LIFE AND AD&D INSURANCE
(Continued)

DEPENDENTS INSURANCE

	Benefit Amount
Spouse Life Insurance	A Person may elect Life Insurance in any \$5,000 increment; subject to a maximum of One times the Insured Employee's Life Insurance Benefit (rounded to the next higher \$5,000). Coverage is subject to a minimum of \$5,000 and an overall maximum of \$75,000.
Child Life Insurance	
Dependent Child (age 1 day to 6 months)	\$1,000
Dependent Child (age 6 months to 26 years)	A Person may elect Life Insurance in any \$2,000 increment; subject to a maximum of \$10,000.

Spouse Life Insurance will be reduced as follows:

- by 33% of the original amount when the Insured Employee attains age 70;
- by an additional 22% of the original amount when the Insured Employee attains age 75.

Spouse Insurance will terminate when the Insured Employee retires.

Evidence of Insurability must be submitted to and approved by the Company when:

1. any benefit option increase or new election requested during the specified open enrollment period which exceeds the amount of Spouse Life Insurance by more than 2 increment level(s)
2. an increased amount of Spouse Life Insurance coverage is requested and any amount of coverage has been previously withdrawn or declined or is pending underwriting review; or
3. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

An Insured Person may elect Dependent Life Insurance (Spouse and/or Child), provided such Insured Person is also insured in the Voluntary Life Insurance Program.

Participation in the Voluntary program is based on the Group Policyholder's enrollment remaining above:

- (1) the greater of 10 employees or 25% of those employees electing Voluntary Life Insurance; and
- (2) the greater of 5 spouses or 10% of those employees electing Voluntary Spouse Life Insurance.

Webber, LLC
000400199045
SCHEDULE OF INSURANCE
For

Class 3 - All Full-Time Administrative Employees, Management Employees and Office Employees

MINIMUM HOURS: 30 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
30 days of continuous Active Work

CONTRIBUTIONS: Insured Persons are required to make contributions for Personal Life & AD&D Insurance, Spouse Life Insurance and Child Life Insurance.

Basic Annual Earnings means the Insured Person's annual base salary or annualized hourly pay from the Group Policyholder before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay or any other extra compensation. It does **not** include income from a source other than the Group Policyholder. It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less.

LIFE AND AD&D INSURANCE

Benefit Amount

Personal Life Insurance

A Person may elect Life Insurance in any \$10,000 increment; subject to a maximum of Five times Basic Annual Earnings (rounded to the next higher \$10,000). Coverage is subject to a minimum of \$10,000 and an overall maximum of \$500,000.

AD&D Insurance Principal Sum

The Principal Sum equals the Amount of Personal Life Insurance.

Personal Life and AD&D Insurance will be reduced as follows:

- At age 70, benefits will reduce by 33% of the original amount;
- At age 75, benefits will reduce an additional 22% of the original amount.

Benefits will terminate when the Insured Person retires.

If the Insured Person first enrolls for Personal Life and AD&D Insurance at age 70 or older, the above age reductions will apply to:

- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which he or she is eligible.

Evidence of Insurability must be submitted to and approved by the Company when:

1. Personal Life and AD&D Insurance amounts exceed the guarantee issue amount of \$200,000 at initial enrollment;
2. any benefit option increase or new election requested during the specified open enrollment period which exceeds the amount of Personal Life and AD&D Insurance by more than 2 increment level(s);
3. an increased amount of Personal Life and AD&D Insurance coverage is requested and any amount of coverage has been previously withdrawn or declined or is pending underwriting review; or
4. initial coverage is elected more than 31 days after first becoming eligible.

If any evidence of insurability is required, it will be provided at the Person's own expense.

Webber, LLC
000400199045
SCHEDULE OF INSURANCE
For
Class 3
LIFE AND AD&D INSURANCE
(Continued)

DEPENDENTS INSURANCE

	Benefit Amount
Spouse Life Insurance	A Person may elect Life Insurance in any \$5,000 increment; subject to a maximum of One times the Insured Employee's Life Insurance Benefit (rounded to the next higher \$5,000). Coverage is subject to a minimum of \$5,000 and an overall maximum of \$75,000.
Child Life Insurance	
Dependent Child (age 1 day to 6 months)	\$1,000
Dependent Child (age 6 months to 26 years)	A Person may elect Life Insurance in any \$2,000 increment; subject to a maximum of \$10,000.

Spouse Life Insurance will be reduced as follows:

- by 33% of the original amount when the Insured Employee attains age 70;
- by an additional 22% of the original amount when the Insured Employee attains age 75.

Spouse Insurance will terminate when the Insured Employee retires.

Evidence of Insurability must be submitted to and approved by the Company when:

1. any benefit option increase or new election requested during the specified open enrollment period which exceeds the amount of Spouse Life Insurance by more than 2 increment level(s)
2. an increased amount of Spouse Life Insurance coverage is requested and any amount of coverage has been previously withdrawn or declined or is pending underwriting review; or
3. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

An Insured Person may elect Dependent Life Insurance (Spouse and/or Child), provided such Insured Person is also insured in the Voluntary Life Insurance Program.

Participation in the Voluntary program is based on the Group Policyholder's enrollment remaining above:

- (1) the greater of 10 employees or 25% of those employees electing Voluntary Life Insurance; and
- (2) the greater of 5 spouses or 10% of those employees electing Voluntary Spouse Life Insurance.

Webber, LLC
000400199045
SCHEDULE OF INSURANCE
For
Class 4 - All Other Full-Time Employees

MINIMUM HOURS: 30 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
60 days of continuous Active Work

CONTRIBUTIONS: Insured Persons are required to make contributions for Personal Life & AD&D Insurance, Spouse Life Insurance and Child Life Insurance.

Basic Annual Earnings means the Insured Person's annual base salary or annualized hourly pay from the Group Policyholder before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay or any other extra compensation. It does **not** include income from a source other than the Group Policyholder. It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid; whichever is less.

LIFE AND AD&D INSURANCE

Benefit Amount

Personal Life Insurance

A Person may elect Life Insurance in any \$10,000 increment; subject to a maximum of Five times Basic Annual Earnings (rounded to the next higher \$10,000). Coverage is subject to a minimum of \$10,000 and an overall maximum of \$500,000.

AD&D Insurance Principal Sum

The Principal Sum equals the Amount of Personal Life Insurance.

Personal Life and AD&D Insurance will be reduced as follows:

- At age 70, benefits will reduce by 33% of the original amount;
- At age 75, benefits will reduce an additional 22% of the original amount.

Benefits will terminate when the Insured Person retires.

If the Insured Person first enrolls for Personal Life and AD&D Insurance at age 70 or older, the above age reductions will apply to:

- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which he or she is eligible.

Evidence of Insurability must be submitted to and approved by the Company when:

1. Personal Life and AD&D Insurance amounts exceed the guarantee issue amount of \$200,000 at initial enrollment;
2. any benefit option increase or new election requested during the specified open enrollment period which exceeds the amount of Personal Life and AD&D Insurance by more than 2 increment level(s);
3. an increased amount of Personal Life and AD&D Insurance coverage is requested and any amount of coverage has been previously withdrawn or declined or is pending underwriting review; or
4. initial coverage is elected more than 31 days after first becoming eligible.

If any evidence of insurability is required, it will be provided at the Person's own expense.

Webber, LLC
000400199045
SCHEDULE OF INSURANCE
For
Class 4
LIFE AND AD&D INSURANCE
(Continued)

DEPENDENTS INSURANCE

	Benefit Amount
Spouse Life Insurance	A Person may elect Life Insurance in any \$5,000 increment; subject to a maximum of One times the Insured Employee's Life Insurance Benefit (rounded to the next higher \$5,000). Coverage is subject to a minimum of \$5,000 and an overall maximum of \$75,000.
Child Life Insurance	
Dependent Child (age 1 day to 6 months)	\$1,000
Dependent Child (age 6 months to 26 years)	A Person may elect Life Insurance in any \$2,000 increment; subject to a maximum of \$10,000.

Spouse Life Insurance will be reduced as follows:

- by 33% of the original amount when the Insured Employee attains age 70;
- by an additional 22% of the original amount when the Insured Employee attains age 75.

Spouse Insurance will terminate when the Insured Employee retires.

Evidence of Insurability must be submitted to and approved by the Company when:

1. any benefit option increase or new election requested during the specified open enrollment period which exceeds the amount of Spouse Life Insurance by more than 2 increment level(s)
2. an increased amount of Spouse Life Insurance coverage is requested and any amount of coverage has been previously withdrawn or declined or is pending underwriting review; or
3. initial coverage is elected more than 31 days after first becoming eligible.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

An Insured Person may elect Dependent Life Insurance (Spouse and/or Child), provided such Insured Person is also insured in the Voluntary Life Insurance Program.

Participation in the Voluntary program is based on the Group Policyholder's enrollment remaining above:

- (1) the greater of 10 employees or 25% of those employees electing Voluntary Life Insurance; and
- (2) the greater of 5 spouses or 10% of those employees electing Voluntary Spouse Life Insurance.

Webber, LLC
000400199045
SCHEDULE OF INSURANCE
For

Class 5 - All Participants with Approved Life Insurance Amounts under the Prior Carrier's Plan as of December 31, 2014

MINIMUM HOURS: 30 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Date" section)
(a) None for employees who were hired on or before the Policy Issue Date.
(b) None for employees who were hired after the Policy Issue Date.

CONTRIBUTIONS: Insured Persons are required to make contributions for Personal Life & AD&D Insurance, Spouse Life Insurance and Child Life Insurance.

LIFE AND AD&D INSURANCE

Benefit Amount

Personal Life Insurance	The Approved Amount of Personal Life Insurance under the Prior Carrier's Plan as of December 31, 2014.
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AD&D Insurance Principal Sum	The Approved Principal Sum of AD&D Insurance under the Prior Carrier's Plan as of December 31, 2014.
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Personal Life and AD&D Insurance will be reduced as follows:

- At age 70, benefits will reduce by 33% of the original amount;
- At age 75, benefits will reduce an additional 22% of the original amount.

Benefits will terminate when the Insured Person retires.

If the Insured Person first enrolls for Personal Life and AD&D Insurance at age 70 or older, the above age reductions will apply to:

- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which he or she is eligible.

Evidence of Insurability must be submitted to and approved by the Company when:

1. the amount of Personal Life and AD&D Insurance increases after the initial enrollment due to salary or benefit increases, unless the Insured Person is eligible to increase the amount of Personal Life and AD&D Insurance during the specified open enrollment Period; or
2. an increased amount of Personal Life and AD&D Insurance coverage is requested and any amount of coverage has been previously withdrawn or declined or is pending underwriting review.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

Webber, LLC
000400199045
SCHEDULE OF INSURANCE
For
Class 5
LIFE AND AD&D INSURANCE
(Continued)

DEPENDENTS INSURANCE

	Benefit Amount
Spouse Life Insurance	The Approved Amount of Spouse Life Insurance under the Prior Carrier's Plan as of December 31, 2014.
Child Life Insurance	
Dependent Child (age 1 day to 6 months)	The Approved Amount of Child Life Insurance under the Prior Carrier's Plan as of December 31, 2014.
Dependent Child (age 6 months to 26 years)	The Approved Amount of Child Life Insurance under the Prior Carrier's Plan as of December 31, 2014.

Spouse Life Insurance will be reduced as follows:

- by 33% of the original amount when the Insured Employee attains age 70;
- by an additional 22% of the original amount when the Insured Employee attains age 75.

Spouse Insurance will terminate when the Insured Employee retires.

Evidence of Insurability must be submitted to and approved by the Company when:

1. the amount of Spouse Life Insurance increases after the initial enrollment due to salary or benefit increases, unless you are eligible to increase the amount of Spouse Life and AD&D Insurance during the specified open enrollment Period; or
2. an increased amount of Spouse Life Insurance coverage is requested and any amount of coverage has been previously withdrawn or declined or is pending underwriting review.

Refer to the Evidence of Insurability section for any additional requirements.

If any evidence of insurability is required, it will be provided at the Person's own expense.

An Insured Person may elect Dependent Life Insurance (Spouse and/or Child), provided such Insured Person is also insured in the Voluntary Life Insurance Program.

Participation in the Voluntary program is based on the Group Policyholder's enrollment remaining above:

- (1) the greater of 10 employees or 25% of those employees electing Voluntary Life Insurance; and
- (2) the greater of 5 spouses or 10% of those employees electing Voluntary Spouse Life Insurance.

DEFINITIONS

ACTIVE WORK or ACTIVELY AT WORK means an employee's full-time performance of all customary duties of his or her occupation at:

- (1) the GROUP POLICYHOLDER'S place of business; or
- (2) any other business location where the employee is required to travel.

Unless disabled on the prior workday or on the day of absence, an employee will be considered Actively at Work on the following days:

- (1) a Saturday, Sunday or holiday which is not a scheduled workday;
- (2) a paid vacation day, or other scheduled or unscheduled non-workday; or
- (3) an excused or emergency leave of absence (except a medical leave).

COMPANY means The Lincoln National Life Insurance Company, an Indiana corporation, whose Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

DAY OR DATE means at 12:01 A.M., Standard Time, at the GROUP POLICYHOLDER'S place of business; when used with regard to eligibility dates and effective dates. It means 12:00 midnight, Standard Time, at the same place; when used with regard to termination dates.

FULL-TIME EMPLOYEE means an employee of the GROUP POLICYHOLDER:

- (1) whose employment with the GROUP POLICYHOLDER is the employee's principal occupation;
- (2) who is not a temporary or seasonal employee; and
- (3) who is regularly scheduled to work at such occupation at least the Minimum Hours shown in the Schedule of Insurance.

GROUP POLICYHOLDER means the person, partnership, corporation, or trust as shown on the Title Page of this Policy.

INSURANCE MONTH means that period of time:

- (1) beginning at 12:01 A.M. Standard Time, at the GROUP POLICYHOLDER'S place of business on the first day of any calendar month; and
- (2) ending at 12:00 midnight on the last day of the same calendar month.

INSURED PERSON means a PERSON for whom the coverages provided by this Policy are in effect.

PERSON means a FULL-TIME EMPLOYEE of the GROUP POLICYHOLDER:

- (1) who is a member of an employee class which is eligible for coverage under this Policy; and
- (2) who has completed an enrollment form.

PERSONAL INSURANCE means the insurance provided by this Policy on Insured Persons.

PHYSICIAN means a licensed practitioner of the healing arts other than the Insured Person or a relative of the Insured Person.

POLICY means this Group Insurance Policy issued by the Company to the Group Policyholder.

GENERAL PROVISIONS

ENTIRE CONTRACT. The entire contract between the parties consists of:

- (1) this Policy and the Group Policyholder's application (a copy is attached);
- (2) the Participating Employer's participation agreement; and
- (3) the Insured Persons' enrollment cards, if any.

All statements made by the Group Policyholder and by Insured Persons are representations and not warranties.

No statement made by an Insured Person will be used to contest the coverage provided by this Policy; unless:

- (1) it is contained in a written statement signed by that Insured Person; and
- (2) a copy of the statement is furnished to the Insured Person or Beneficiary.

Only an Officer of the Company may change this Policy or extend the time for payment of any premium. No change will be valid unless made in writing and signed by an Officer of the Company. Any change so made will be binding on all persons referred to in this Policy.

INCONTESTABILITY. Except for the non-payment of premiums, the Company may not contest the validity of this Policy as to any Insured Person after it has been in force for two years during his or her lifetime. This clause will not affect the Company's right to contest claims made for disability, accidental death, or accidental dismemberment benefits.

NONPARTICIPATION. This Policy will not be entitled to share in the surplus earnings of the Company.

BASIS OF RESERVE. The reserve for this Policy will not be less than the reserve computed using:

- (1) the 1970 Intercompany Group Life Disability Valuation Table; and
- (2) interest at not less than three percent per annum.

INFORMATION TO BE FURNISHED. The Group Policyholder and Participating Employers may be required to furnish any information needed to administer this Policy. Clerical error by the Group Policyholder or Participating Employer will not:

- (1) affect the amount of insurance which otherwise would be in effect; or
- (2) continue insurance which otherwise would be terminated.

Once an error is discovered, an equitable adjustment in premium will be made. If a premium adjustment involves the return of unearned premium, the amount of the return will be limited to the twelve month period which precedes the date the Company receives proof such an adjustment should be made.

The Company may inspect any of the Group Policyholder's or Participating Employers' records which relate to this Policy.

MISSTATEMENT OF AGE. If an Insured Person's age has been misstated, premiums will be subject to an equitable adjustment. If the amount of benefit depends upon age; then the benefit will be that which would have been payable, based upon the person's correct age.

CERTIFICATES. The Group Policyholder will be furnished with individual Certificates for delivery to each Insured Person. These certificates summarize the benefits provided by this Policy. If there is a conflict between the Policy and the Certificate, the Policy will control.

CONFORMITY WITH STATE STATUTES. If any provision of this Policy conflicts with any applicable law, the provision will be deemed to conform to the minimum requirements of the law.

WORKER'S COMPENSATION. This Policy is not to be construed to provide benefits required by Worker's Compensation laws.

PROVISIONS APPLICABLE TO PARTICIPATING EMPLOYERS

A Participating Employer has no rights under this Policy except as provided in this Section. The Participating Employer will be responsible for all premiums payable with respect to any of its Employees who are Insured Persons under this Policy.

PARTICIPATING EMPLOYER means an employer who has been approved by the Company for participation in the coverage provided by this Policy. The following are Participating Employers:

Bluebonnet
Trinity
NTI

EFFECTIVE DATE. As it applies to any Participating Employer, the Effective Date of this Policy will be the later of:

- (a) the date this Policy is issued;
- (b) the first day of the Insurance Month following the Company's approval of the employer's Participation Agreement; or
- (c) a date agreed upon by the Company, the Participating Employer, and the Group Policyholder.

TERMINATION: A Participating Employer's participation under this Policy ends on the earliest of the following dates:

- (a) the date the employer no longer meets the definition of a Participating Employer;
- (b) the date the Participating Employer has fewer than 10 Insured Persons;
- (c) the date the Participating Employer suspends active business operations, is placed in bankruptcy or receivership, dissolves, merges or relocates;
- (d) the date the Participating Employer, without good cause, fails to:
 - (a) promptly furnish the Company any information it may reasonably require; or
 - (b) perform its duties pertaining to this Policy in good faith;
- (e) the last day of the Insurance Month for which premium is paid;
- (f) the last day of the Insurance Month in which the Company receives the Participating Employer's written request to cease participation; or
- (g) the date the Company terminates the coverage under this Policy for all Participating Employers in this state.

On the day participation ends, Policy coverage will terminate for all the Participating Employer's employees and their Dependents. If an employer ceases to be a Participating Employer, it may not be a Participating Employer again; until the Company reapproves it as such.

ELIGIBILITY AND EFFECTIVE DATES FOR PERSONAL INSURANCE

ELIGIBILITY. A Person becomes eligible for the coverage provided by this Policy on the later of:

- (1) the Policy's date of issue; or
- (2) the date the Waiting Period is completed.

WAITING PERIOD. (See Schedule of Insurance).

EFFECTIVE DATE. Personal Insurance becomes effective on the latest of:

- (1)
 - (a) For Classes 1 and 5, the date the Person becomes eligible for the coverage; or
 - (b) For Classes 2, 3 and 4, the first day of the Insurance Month coinciding with or next following the date the Person becomes eligible for the coverage;
- (2) the date the Person resumes Active Work, if not Actively at Work on the day he or she becomes eligible;
- (3) the date the Person makes written application for Personal Insurance; and signs:
 - (a) a payroll deduction order; or
 - (b) an order to pay premiums from the Person's Flexible Benefits Plan account, if Employer contributions are made through a Flexible Benefits Plan; or
- (4) the first day of the Insurance Month following the date the Company approves the Person's coverage, if evidence of insurability is required.

EVIDENCE OF INSURABILITY. Evidence of insurability satisfactory to the Company must be submitted when:

- (1) a Person applies for Personal Life Insurance in excess of the Guaranteed Acceptance Amount;
- (2) a Person applies to enroll for or increase Personal Life Insurance more than 31 days after first becoming eligible for the coverage;
- (3) a Person makes written application for Personal Life Insurance after he or she has requested:
 - (a) to cancel Personal Life Insurance;
 - (b) to stop payroll deductions for the coverage; or
 - (c) to stop premium payments from the Flexible Benefits Plan account; or
- (4) a Person applies to reinstate Personal Life Insurance after it lapses, due to failure to pay premium when due.

EXCEPTION. If an Insured Person's coverage terminates due to an approved leave of absence or military leave, the Company will waive any Waiting Period or evidence of insurability requirement upon his or her return; provided:

- (1) the Person returns within six months after the leave begins;
- (2) the Person applies or is enrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

INDIVIDUAL TERMINATIONS

An Insured Person's coverage will terminate on the earliest of:

- (1) the date this Policy terminates;
- (2) the last day of the Insurance Month in which the Insured Person requests termination;
- (3) the last day of the last Insurance Month for which premium payment is made on the Insured Person's behalf;
- (4) the date the Insured Person ceases to be in a class of employees which is eligible for coverage under this Policy or dies;
- (5) with respect to any particular insurance benefit, the date the portion of the Policy providing the benefit terminates;
- (6) the date the Insured Person's employment with the Group Policyholder or Participating Employer terminates; or
- (7) the date the Insured Person enters the armed services of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium.).

Ceasing Active Work results in termination of insurance; but coverage may be continued as follows:

- (1) If the Insured Person is disabled due to illness or injury, then coverage may be continued until the earliest of:
 - (a) twelve Insurance Months after the disability begins;
 - (b) until the Person is no longer disabled; or
 - (c) for life insurance; until the Insured Person qualifies for the Extension of Death Benefit under this Policy;provided premium payments are made on his or her behalf. Throughout the period of continued life insurance, the disabled Insured Person will be required to pay the Group Policyholder the premium he would have been required to pay as an Active Employee.
- (2) If the Insured Person ceases work due to a temporary lay off, an approved leave of absence, or a military leave; then coverage may be continued:
 - (a) for three Insurance Months after the lay off or leave begins;
 - (b) provided premium payments are made on the Insured Person's behalf.

It may be possible to continue insurance for a longer period in accord with the Portability Privilege section of this Policy. The Portability Privilege section of this Policy is not applicable when Policy coverage terminates solely because an Insured Person's spouse or child ceases to be an eligible Dependent; and an Insured Person's Employer ceases to be a Participating Employer; or this Policy terminates.

If all or a part of anyone's life insurance under this Policy terminates due to:

- (1) an Insured Person's Employer ceasing to be a Participating Employer;
- (2) an Insured Person's termination of membership in an eligible class; or
- (3) a dependent ceasing to be an eligible family member as a result of the Insured Person's death or divorce, or a child's marriage or attainment of limiting age;

see the Conversion Privilege section of this Policy.

PORTABILITY PRIVILEGE

This section applies to any Personal Life Insurance, Dependent Life Insurance, and Accidental Death and Dismemberment Insurance provided by this Policy. Such insurance may be continued, by paying the required premiums, when:

- (1) an Insured Person's employment with the Employer ends for a reason other than Total Disability or retirement; and
- (2) the insurance has been in force for at least 12 months in a row just prior to the date employment ends.

To continue insurance, written application and the first premium payment must be made to the Company, within 31 days of the date insurance would otherwise end.

AMOUNT OF COVERAGE. The amount of continued insurance may not exceed the amount in force when employment ends. During the continuation period:

- (1) the amount of insurance may not be increased; and
- (2) additional dependents may not be enrolled for Dependent Life Insurance.

Continued insurance will be subject to any reduction on account of age, as shown in the Schedule of Insurance.

The Insured Person may decrease the amount of continued insurance at any time, by completing a request form supplied by the Company. The decrease will take effect on the first day of the Insurance Month after the Company receives the request.

PAYMENT OF PREMIUM. Timely payment of premium must be made directly to the Company, throughout the period of continued insurance. The required premium will equal:

- (1) premium at the group rate which would apply if the Insured Person remained a Full-Time Employee; plus
- (2) a direct billing fee based on the premium frequency chosen.

The premium frequency may be changed by sending the Company advance written request on forms supplied by the Company. Such request may be sent at any time while continued insurance is in force; but not during a Grace Period.

TERMINATION OF COVERAGE. Continued insurance will end the earlier of:

- (1) the date insurance has been continued until the Insured Person attains the Social Security Normal Retirement Age; or
- (2) the date insurance would otherwise end if the Insured Person remained a Full-Time Employee; but continued coverage will not end when this Policy is discontinued by the Employer.

When continued insurance ends, the Insured Person or Dependent may be entitled to purchase an individual life policy, in accord with the Conversion Privilege section of this Policy.

PREMIUMS AND PREMIUM RATES

PAYMENT OF PREMIUMS. No coverage provided by this Policy will be in effect until the first premium for such coverage is paid. For coverage to remain in effect, each subsequent premium must be paid on or before its due date. The Group Policyholder is responsible for paying all premiums as they become due. Premiums are payable on or before their due dates at the Company's Group Insurance Service Office. The premium must be paid in U.S. dollars.

PREMIUM RATE CHANGE. The Company may change any premium rate on any of the following dates:

- (1) the date this Policy's terms are changed;
- (2) the date the Company's liability is changed due to a change in federal, state or local law;
- (3) the date the Group Policyholder (or any covered division, subsidiary or affiliated company) relocates, dissolves or merges, or is added to or removed from this Policy;
- (4) the date any coverage for one or more classes ceases to be provided under this Policy;
- (5) the date the number of Insured Persons changes by 25% or more from the enrollment on the date this Policy took effect, or the most recent Rate Guarantee Date expired, if later; or
- (6) on any premium due date on or after this Policy's first anniversary, or any later rate guarantee date agreed upon by the Company.

Unless the Company and the Group Policyholder agree otherwise, the Company will give at least 60 days' advance written notice of any increase in premium rates.

PREMIUM AMOUNT. The amount of premium due on each due date will be the sum of the products obtained by multiplying each rate shown in the Premium Rate Schedule by the amount of insurance to which the rate applies.

Premium adjustments will not be pro-rated daily. Instead, premium will be adjusted as follows.

- (1) When an Insured Person's insurance or increase takes effect, premium will be charged from the monthly due date coinciding with or next following that change.
- (2) When all or part of an Insured Person's insurance terminates, the applicable premium will cease on the monthly due date coinciding with or next following that termination.
- (3) When premiums are paid other than monthly, increases or decreases will result in adjustment from the premium due date coinciding with or next following that change.

The above manner of charging premium is for accounting purposes only. It will not extend coverage beyond a date it would have otherwise terminated. Each premium payment will include any adjustments in past premiums, which are needed due to changes that have not yet been taken into account. If a premium adjustment involves a return of unearned premium, the refund will be limited to the prior 12-month period.

**PREMIUMS AND PREMIUM RATES
(Continued)**

PREMIUM RATE SCHEDULE

Monthly Group Life Rate

Insured Employee's
Attained Age

Monthly Rate
per \$1,000 of insurance

Less than 25	\$.094
25 - 29	\$.117
30 - 34	\$.14
35 - 39	\$.164
40 - 44	\$.257
45 - 49	\$.421
50 - 54	\$.725
55 - 59	\$1.334
60 - 64	\$2.012
65 - 69	\$3.229
70 - 74	\$4.23
75 - 79	\$4.23
80 and older	\$4.23

Rate changes due to an increase in age will become effective on the Policy Anniversary date coinciding with or next following the Insured Person's birthday.

Monthly AD&D Rate

\$.052 per \$1,000 of insurance

Monthly Spouse Life Rate

Insured Employee's
Attained Age

Monthly Rate
per \$1,000 of insurance

Less than 25	\$.052
25 - 29	\$.052
30 - 34	\$.078
35 - 39	\$.104
40 - 44	\$.182
45 - 49	\$.234
50 - 54	\$.468
55 - 59	\$.884
60 - 64	\$1.274
65 - 69	\$2.236
70 - 74	\$3.848
75 - 79	\$15.496
80 and older	\$15.496

Rate changes due to an increase in age will become effective on the Policy Anniversary date coinciding with or next following the Insured Person's birthday.

PREMIUMS AND PREMIUM RATES
(Continued)

Monthly Child Life Rate	\$.182 per \$1,000 of insurance
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The above rate or rates are guaranteed until January 1, 2018; unless an exception listed in the Premium Rate Change section applies.

After that, any premium rate change will be as shown in the renewal letter. The Company will send the Group Policyholder a renewal letter prior to each Policy Anniversary.

GRACE PERIOD

A grace period of 60 days from the due date will be allowed for the payment of each premium after the first. This Policy will remain in effect during the grace period; unless the Group Policyholder gives the Company advance written notice of termination. The Group Policyholder will remain liable for payment of a pro rata premium for the time this Policy remained in force during the grace period.

POLICY TERMINATION

TERMINATION BY THE COMPANY. To terminate this Policy, the Company must give the Group Policyholder at least 31 days' advance written notice of its intent to do so. The Company may terminate this Policy coverage on the due date of any premium; if:

- (1) the total number of Insured Persons is less than ten;
- (2) all of the premium is paid by the Group Policyholder and less than 100% of those eligible for coverage are insured;
- (3) part of the premium is paid by Insured Persons and less than 25% of those eligible for coverage are insured (this part 3 will not apply to any voluntary, optional or supplemental insurance provided under this Policy);
- (4) the Group Policyholder, without good cause, fails to:
 - (a) promptly furnish any information the Company reasonably requires; or
 - (b) perform its duties pertaining to this Policy in good faith;
- (5) the Company terminates all other policies where permitted by their terms, which provide life insurance in the same state in which this Policy was issued; or
- (6) state law otherwise requires this Policy to be terminated.

TERMINATION BY GROUP POLICYHOLDER. The Group Policyholder may terminate this Policy at any time, by giving the Company advance written notice. Coverage will then terminate:

- (1) on the date the Company receives the notice; or
- (2) any later date the Group Policyholder and the Company have agreed upon.

The Group Policyholder remains responsible for the payment of premiums to the date of termination.

AUTOMATIC TERMINATION. If any premium remains unpaid at the end of the Grace Period; then this Policy will automatically terminate, without any action on the Company's part, on the last day of the Grace Period. The Group Policyholder remains responsible for the payment of premiums to the date of termination.

EFFECT ON INCURRED CLAIMS. Termination of this Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.

BENEFICIARY

PAYMENTS TO BENEFICIARY. At an Insured Person's death, the amount of his or her Personal Life Insurance will be paid to the surviving Beneficiary. If the Insured Person has not named a Beneficiary, or if no named Beneficiary survives the Insured Person; then payment will be made to that Insured Person's:

- (1) surviving spouse; or, if none
- (2) surviving child or children in equal shares; or, if none
- (3) surviving parent or parents in equal shares; or, if none
- (4) surviving brothers and sisters in equal shares; or, if none
- (5) estate, or in accord with the Facility of Payment section of this Policy.

The amount payable to anyone shown above will be reduced by any amount paid in accord with the Facility of Payment section.

In determining who is to receive payment, the Company may rely upon an affidavit by a member of the class of relatives to receive payment. The Company will make payment based upon the affidavit it has; unless it receives notice of a valid claim by some other person, at its Group Insurance Service Office, before paying the proceeds. Such payment will release the Company from any further obligation for the Insured Person's life insurance benefit.

If an Insured Person's named Beneficiary dies:

- (1) within 15 days of the Insured Person's death; and
- (2) before the Company receives satisfactory proof of the Insured Person's death;

then payment will be made as if the Insured Person had survived that Beneficiary; unless other provisions have been made.

NAMING THE BENEFICIARY. An Insured Person's Beneficiary will be as shown on his or her enrollment card, unless changed. This Policy may replace a group policy providing similar coverages. In that event, the Beneficiary which the Insured Person named under the prior policy will be the Beneficiary under this Policy, until changed.

CHANGING THE BENEFICIARY. Only the Insured Person, or his or her assignee, may change the Beneficiary. A new Beneficiary may be named by filing a written notice of the change with the Company at its Group Insurance Service Office. The change will be effective as of the date it was signed; subject to any action the Company takes before receiving notice of the change.

When applying for a conversion policy under the Conversion Privilege Section, an Insured Person must name a Beneficiary. The Beneficiary named for the conversion policy may be someone other than the person named under this Policy. In that event, the application for the conversion policy will be treated as a written notice of change of Beneficiary.

ASSIGNMENTS

Personal Life Insurance and Accidental Death Insurance may be assigned. The assignments allowed under this Policy are absolute assignments and funeral assignments as described below.

No assignment will be binding on the Company unless and until:

- (1) it is made on a form furnished by the Company;
- (2) the original is completed and filed with the Company at its Group Insurance Service Office;
and
- (3) it is approved by the Company.

The Company and the Group Policyholder do not assume responsibility for the validity or effect of an assignment.

ABSOLUTE ASSIGNMENTS. An Insured Person may make an irrevocable assignment of his or her Personal Life Insurance and Accidental Death Insurance as a gift (with no consideration), providing he or she has the legal capacity and the mental capacity to do so. It may be made to a trust or to one or more of the Insured Person's relatives, their estates, or to a trustee of a trust under which one of the relatives is a beneficiary.

The term "relatives" includes, but is not limited to, an Insured Person's spouse, parents, grandparents, aunts, uncles, siblings, children, adopted children, stepchildren, and grandchildren.

In some states, community property is an established form of ownership that must be considered in making an assignment. If an Insured Person makes an absolute assignment to two or more assignees, such assignees will be joint owners with the right of survivorship between them. An Insured Person should consult with his or her own legal advisor before making an assignment.

Once the assignment has been recorded by the Company, the Insured Person can no longer change the beneficiary and cannot apply for conversion. Only the assignee can change the beneficiary designation if the previous designation is revocable. An assignment will have no effect on a prior irrevocable beneficiary designation. Only the assignee can apply for conversion but only when the Conversion Privilege provision would have been available to the Insured Person in the absence of the assignment under this Policy.

An absolute assignment cannot be used as a collateral assignment.

FUNERAL ASSIGNMENTS. Upon an Insured Person's death, the beneficiary may assign the Personal Life Insurance benefit and Accidental Death Insurance benefit to a funeral home for payment of burial expenses. After payment has been made for the burial expenses to the assigned funeral home, the remaining death benefit is then paid in accord with the Beneficiary and Settlement Options sections of this Policy.

FACILITY OF PAYMENT

Policy benefits may become payable to an Insured Person's estate, to a minor, or to a person who the Company does not consider competent to give a valid release. In that event, the Company has the option to pay one or more of the following:

- (1) a person who has assumed the care and support of the Insured Person or Beneficiary;
- (2) a person who has incurred expense as a result of the Insured Person's last illness or death;
- (3) the personal representative of the Insured Person's estate; or
- (4) any person related by blood or marriage to the Insured Person.

No payment made under this section may exceed the Facility of Payment Amount shown in the Schedule of Insurance. Any payment made in good faith under this section will fully discharge the Company to the extent of the payment. Any remaining amount of benefit will be paid as shown in the Beneficiary section.

DEATH BENEFIT

AMOUNT PAYABLE ON DEATH. Upon receipt of satisfactory proof of an Insured Person's death, the Company will pay a death benefit equal to the amount of Personal Life Insurance in effect on the date of death. This amount is shown in the Schedule of Insurance. The benefit will be paid as shown in the Beneficiary, Facility of Payment, and Settlement Options sections.

EXCLUSION. Benefits will not be payable if the Insured Person's death:

- (1) results from suicide, while sane or insane; and
- (2) occurs within two years after the Insured Person's Personal Life Insurance or an increased amount of insurance takes effect under the Policy (or under any prior group life insurance policy which the Policy replaced within 1 day of the prior plan's termination date).

This exclusion will apply only to that amount of insurance or increase which was issued within the two years prior to the Insured Person's death.

SETTLEMENT OPTIONS

INSTALLMENTS. All or part of the death benefit may be received in installments, by making written election to the Company.

ELECTION. While living, an Insured Person may direct the Company to pay the death benefit in installments. If no such direction is in effect at the time of the Insured Person's death, the Beneficiary may make such an election.

CONDITIONS. Any election, whether by an Insured Person or a Beneficiary, must comply with the Company's practices at the time it is made. The amount applied under a settlement option must be at least \$2,000. It must be sufficient to provide a payment of at least \$20 per month.

EXTENSION OF DEATH BENEFIT For Employees Only

BENEFIT. Life insurance will be continued, **without payment of premiums**, for an Insured Person who:

- (1) becomes Totally Disabled while insured under this policy and before reaching age 60;
- (2) remains Totally Disabled for at least 6 months in a row; and
- (3) submits satisfactory proof within the 7th through the 12th months of disability; or:
 - (a) as soon as reasonably possible after that; but
 - (b) not later than the 24th month of disability, unless he or she was legally incapacitated.

PREMIUM PAYMENT. Premium payments must continue until:

- (1) the day the Insured Person is approved for this Extension of Death Benefit; or
- (2) the day this Policy terminates (whichever occurs first).

Upon receipt of satisfactory proof, the Company will refund up to 12 months' premium paid for the Insured Person's life insurance, from the 1st day of Total Disability.

DEFINITION. For this benefit, Total Disability or Totally Disabled means an Insured Person:

- (1) is unable, due to sickness or injury, to engage in any employment or occupation for which such Insured Person is or becomes qualified by reason of education, training, or experience; and
- (2) is not engaging in any gainful employment or occupation.

AMOUNT CONTINUED. The life insurance continued by this section:

- (1) will be the amount of Personal Life Insurance in effect on the day the Insured Person's Total Disability begins; and
- (2) will be subject to the reductions and terminations in effect under this Policy on that day.

If the Insured Person receives an Accelerated Death Benefit, the amount will be reduced in accord with that provision. Any Accidental Death and Dismemberment Benefit will not be continued.

ADDITIONAL PROOF. At any time during this continuation, the Company may require the Insured Person:

- (1) to submit further proof of his or her continued Total Disability; and
- (2) to be examined by a Physician of the Company's choice, as often as reasonably necessary.

After the first two years of Total Disability, the Company will not request proof or an exam more than once a year. Proof will be at the Insured Person's expense; unless the Company requests an exam by a Physician of its choice.

When an Insured Person dies after submitting proof, further proof must be submitted to the Company showing that he or she remained continuously and Totally Disabled until death. When an Insured Person dies within 12 months after Total Disability begins, but before submitting proof; then his or her death benefit will still be paid under the terms of this Policy. But the Company must first receive satisfactory proof of his or her continuous Total Disability, from the last day of Active Work until the date of death.

TERMINATION. Any life insurance extended under this section will terminate automatically on:

- (1) the day the Insured Person ceases to be Totally Disabled;
- (2) the day the Insured Person fails to take a required medical examination;
- (3) the 60th day after the Company mails a request for additional proof, if it is not given;
- (4) the effective date of the Insured Person's individual conversion policy, with respect to any amount of life insurance converted in accord with the Conversion Privilege section; or
- (5) the day the Insured Person reaches Social Security Normal Retirement Age (SSNRA), as shown in the Schedule of Insurance (whichever occurs first).

RIGHTS AFTER TERMINATION. If Total Disability ends, and the Insured Person **does not return** to a class eligible for Policy coverage; then he or she may exercise the Conversion Privilege. If Total Disability ends, and the Insured Person **does return** to an eligible class; then his or her Policy coverage will resume when premium payments are resumed, and any conversion policy is surrendered as provided below.

EXTENSION OF DEATH BENEFIT

For Employees Only

(Continued)

CONVERSION POLICIES. If the Insured Person has exercised the Conversion Privilege, and the benefits payable under this Policy and the conversion policy combined would exceed:

(1) the Insured Person's original amount of Policy coverage prior to the conversion; or

(2) any greater amount for which he or she later becomes insured under this Policy;

then benefits will be payable under the terms of this Policy. But the conversion policy must first be surrendered to the Company; and no claim may be made under the conversion policy, except for refund of premium less any dividends and policy loans.

ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS

BENEFIT. The Accelerated Death Benefit for Terminal Illness is an advance payment of part of the Insured Person's Personal Life Insurance or Spouse Life Insurance. It may be paid to the Insured Person, in a lump sum, once during the Insured Person's lifetime.

To qualify, a Terminal Insured Person must:

- (1) have satisfied the Active Work requirement under this Policy;
- (2) have been insured under this Policy for at least 12 months; and
- (3) have at least \$2,000 of Personal Life Insurance under this Policy on the day before the Accelerated Death Benefit is paid.

To qualify, a Terminal Dependent spouse must:

- (1) have satisfied the Nonconfinement or Period of Limited Activity requirement under this Policy;
- (2) have been insured under this Policy for at least 12 months; and
- (3) have at least \$2,000 of Spouse Life Insurance under this Policy on the day before the Accelerated Death Benefit is paid.

Receiving the Accelerated Death Benefit will reduce the Remaining Life Insurance and the Death Benefit payable at death, as shown on the next page.

"Claimant," as used in this section, means the Terminal Insured Person or Terminal Dependent spouse for whom the Accelerated Death Benefit is requested.

"Terminal" means the Insured Person or Dependent spouse has a medical condition which is expected to result in death within 24 months, despite appropriate medical treatment.

APPLYING FOR THE BENEFIT. To withdraw the Accelerated Death Benefit, the Insured Person (or his or her legal representative) must send the Company:

- (1) written election of the Accelerated Death Benefit, on forms supplied by the Company; and
- (2) satisfactory proof that the Claimant is Terminal. Such proof shall consist of a Physician's written statement on a claim form supplied by the Company and any related medical records requested by the Company.

The Company reserves the right to decide whether such proof is satisfactory:

- (1) based upon the preponderance of the medical evidence; and
- (2) in accord with generally accepted medical standards. The Company, at its own expense, may have the Claimant examined by one or more Physicians of its choice.

Before paying an Accelerated Death Benefit, the Company must also receive the written consent of any irrevocable beneficiary or assignee with an interest in the benefit. Before paying an Accelerated Death Benefit for a Dependent spouse, the Company must also receive the Insured Person's written consent. (See Limitations 3, 4, and 5.)

NOTE: THIS IS NOT A LONG-TERM CARE POLICY. RECEIVING THIS ACCELERATED DEATH BENEFIT WILL REDUCE THE BENEFIT PAYABLE AT DEATH. ANY AMOUNT WITHDRAWN MAY BE TAXABLE INCOME, SO THE INSURED PERSON SHOULD CONSULT A TAX ADVISOR BEFORE APPLYING FOR THIS BENEFIT.

AMOUNT OF THE BENEFIT. The Insured Person may elect to withdraw an Accelerated Death Benefit in any \$1,000 increment; subject to:

- (1) a minimum of \$1,000 or 10% of the Claimant's amount of Life Insurance (whichever is greater); and
- (2) a maximum of \$250,000 or 75% of the Claimant's amount of Life Insurance (whichever is less).

ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS
(Continued)

To determine the Accelerated Death Benefit, the Company will use the lesser of A or B below:

- A. the Claimant's amount of Life Insurance which is in force on the day before the Accelerated Death Benefit is paid; or
- B. the Claimant's amount of Life Insurance which would be in force 24 months after that date; if the coverage is scheduled to reduce, due to age, within 24 months after the Accelerated Death Benefit is paid.

ADMINISTRATIVE CHARGE: NONE

WITHDRAWAL FEE: NONE

EFFECT ON AMOUNT OF LIFE INSURANCE. "Remaining Life Insurance" means the amount of Life Insurance which remains in force on the Claimant's life after an Accelerated Death Benefit is paid. The Remaining Life Insurance will equal:

- (1) the Claimant's amount of Life Insurance which was used to determine the Accelerated Death Benefit (A or B above); minus
- (2) any percentage by which the Claimant's coverage is scheduled to reduce, due to age; if the reduction occurs more than 24 months after the Accelerated Death Benefit is paid, and while he or she is still living; minus
- (3) the amount of the Accelerated Death Benefit withdrawn.

Exception. If the Accelerated Death Benefit was determined using the amount shown in Part B on the prior page, and death occurs prior to the age reduction scheduled to occur within 24 months after the Accelerated Death Benefit payment; then Remaining Life Insurance will equal the amount shown in Part A, minus the Accelerated Death Benefit withdrawn.

PREMIUM: There is no additional charge for this benefit. Continuation of the Remaining Life Insurance will be subject to timely payment of the premium for the reduced amount; unless the Insured Person qualifies for waiver of premium under this Policy's Extension of Death Benefit provision, if included.

CONDITIONS. If the Claimant exercises the Conversion Privilege after an Accelerated Death Benefit is paid, the amount of the conversion policy will not exceed the amount of his or her Remaining Life Insurance. If the Claimant has Accidental Death and Dismemberment benefits under this Policy, the Principal Sum will not be affected by the payment of an Accelerated Death Benefit.

EFFECT ON DEATH BENEFIT. When the Claimant dies after an Accelerated Death Benefit is paid, the amount of Remaining Life Insurance in force on the date of death will be paid as a Death Benefit. The Insured Person's Death Benefit will be paid in accord with the Beneficiary section of this Policy. The Dependent spouse's Death Benefit will be paid to the Insured Person, or in accord with the Dependent Life Insurance section of this Policy. If the Claimant dies after application for an Accelerated Death Benefit has been made, but before the Company has made payment; then the request will be void and no Accelerated Death Benefit will be paid. The amount of Life Insurance in force on the date of death will be paid in accord with Policy provisions.

EFFECT ON TAXES AND GOVERNMENT BENEFITS. Any Accelerated Death Benefit amount withdrawn may be taxable income to the Insured Person. Receipt of the Accelerated Death Benefit may also affect the Claimant's eligibility for Medicaid, Supplemental Security Income and other government benefits. The Claimant should consult his or her own tax and legal advisor before applying for an Accelerated Death Benefit. The Company is not responsible for any tax owed or government benefit denied, as a result of the Accelerated Death Benefit payment.

ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS
(Continued)

LIMITATIONS. No Accelerated Death Benefit will be paid:

- (1) if any required premium is due and unpaid;
- (2) on any conversion policy purchased in accord with the Conversion Privilege;
- (3) without the written consent of the beneficiary, if the Insured Person has named an irrevocable beneficiary;
- (4) without the written consent of the Insured Person, if the Claimant is a Terminal Dependent spouse;
- (5) without the written consent of the assignee, if the Insured Person has assigned his or her rights under this Policy;
- (6) if any part of the Life Insurance must be paid to the Insured Person's child, spouse or former spouse; pursuant to a legal separation agreement, divorce decree, child support order or other court order;
- (7) if the Claimant has been insured under this Policy less than two years and is Terminal due to a suicide attempt, while sane or insane; or due to an intentionally self-inflicted injury;
- (8) if a government agency requires the Insured Person or the Claimant to use the Accelerated Death Benefit to apply for, receive or continue a government benefit or entitlement; or
- (9) if an Accelerated Death Benefit has been previously paid for the Claimant under this Policy.

CONVERSION PRIVILEGE – CONVERSION BENEFITS

GENERAL BENEFIT. An individual life policy, known as a conversion policy, may be purchased from the Company without evidence of insurability if all or part of anyone's life insurance, provided by this Policy, terminates for any reason except:

- (1) termination or amendment of the Policy; or
- (2) the Insured Person's request for:
 - (a) termination of insurance; or
 - (b) cancellation of payroll deduction.

To purchase a conversion policy, application and payment of the first premium must be made within 31 days after the life insurance is terminated.

Any policy issued under the General Conversion Benefit will:

- (1) be for an amount not to exceed the amount of the life insurance which was terminated;
- (2) be on any form (except term) then issued by the Company at the age and amount for which application is made;
- (3) be issued at the Insured Person's age at nearest birthday;
- (4) be issued without disability or other supplemental benefits; and
- (5) require premiums based on the class of risk to which the person then belongs.

CONVERSION BENEFIT-POLICY TERMINATION OR AMENDMENT. A conversion policy also may be purchased from the Company if:

- (1) all or a part of anyone's insurance terminates due to amendment or termination of this Policy; and
- (2) that person has been covered continuously under this Policy for at least five years.

Any conversion policy issued due to Policy termination or amendment will be subject to the same conditions as a policy issued under the General Conversion Benefit except its amount may not exceed the lesser of:

- (1) \$10,000; or
- (2) the Amount of Life Insurance which terminates less the amount of any group life insurance for which the Insured Person becomes eligible within 31 days after the termination.

PROVISIONS APPLICABLE TO ALL CONVERSION POLICIES

EFFECTIVE DATES. The coverage provided by a conversion policy issued under this Section will be effective on the later of:

- (1) its date of issue; or
- (2) 31 days after the date on which the person's life insurance terminated.

DEATH DURING CONVERSION PERIOD. The Company will pay a death benefit under this Policy equal to the amount of the life insurance which could have been converted, if the person:

- (1) was entitled to purchase a conversion policy; and
- (2) dies within the 31 day conversion period.

This death benefit will be paid even if no one applied for the conversion policy. If the first premium was paid for the conversion policy, the amount of the premium will be refunded and the conversion policy will be void.

NOTICE OF CONVERSION PRIVILEGES-INSURED PERSONS. When an Insured Person's Personal Insurance terminates, written notice of the right to convert will be:

- (1) given personally to the Insured Person;
- (2) mailed by the Group Policyholder to the Insured Person at his last known address; or
- (3) mailed by the Company to the Insured Person at his last known address as furnished by the Group Policyholder.

PROVISIONS APPLICABLE TO ALL CONVERSION POLICIES
(Continued)

An additional period in which to convert will be granted if this written notice is not given to the Insured Person at least 15 days before the end of the 31 day conversion period. Any such extension of the conversion period will expire on the earliest of:

- (1) 15 days after the Insured Person is given the written notice; or
- (2) 60 days after the end of the 31 day conversion period even if the Insured Person is never given such notice.

No death benefit will be payable under this Policy after the 31 day conversion period has expired even though the right to convert may be extended.

DEPENDENTS LIFE INSURANCE

BENEFIT. Upon receipt of satisfactory proof of a Dependent's death while insured under this Policy, the Company will pay the amount of the Dependents Life Insurance in effect on the date of such death. This amount is shown in the Schedule of Insurance. The death benefit will be paid:

- (1) to the Insured Person; or
- (2) if the Insured Person fails to survive the Dependent, to the Insured Person's Beneficiary or according to the Facility of Payment Section.

EXCLUSION. Benefits will not be payable if a Dependent's death:

- (1) results from suicide, while sane or insane; and
- (2) occurs within two years after insurance or an increased amount of insurance for that Dependent takes effect under this Policy (or under any prior group life insurance policy which this Policy replaced within 1 day of the prior plan's termination date).

This exclusion will apply only to that amount of insurance or increase which was issued within the two years prior to a Dependent's death.

DEPENDENT. A Dependent means a person who meets the definition of a dependent of the Insured Person under the provision of the U.S. Internal Revenue Code; and is an Insured Person's:

- (1) spouse who is not legally separated from the Insured Person;
- (2) unmarried child at least 1 day but less than 26 years of age;
- (3) unmarried child less than 26 years of age, if attending an accredited educational institution for the minimum credit hours required to maintain full-time student status there; or
- (4) unmarried child who is totally and permanently disabled and who became so disabled prior to reaching 26 years of age.

A legally adopted child is considered the Insured Person's child from the date of placement in the Insured Person's home for an agency adoption; or from the date the adoption petition is filed, if later, for a private adoption.

In addition to naturally born and legally adopted children, the word "child" includes an Insured Person's stepchild or foster child; provided the child resides in the Insured Person's household and is dependent on the Insured Person for principal support.

The term Dependent does not include:

- (1) anyone serving in the armed forces of any state or country; except for duty of 30 days or less for training in the Reserves or National Guard; or
- (2) anyone covered under this Policy as an Insured Person.

A person may be covered as either an Insured Person or a Dependent (but not both at the same time). If both parents are Insured Persons, their child may be covered as a Dependent of either parent (but not both at the same time).

ELIGIBILITY. An Insured Person becomes eligible for Dependents Life Insurance on the latest of:

- (1) the date the Insured Person becomes eligible for Personal Insurance;
- (2) the effective date of this Section; or
- (3) the date the Insured Person first acquires a Dependent.

EFFECTIVE DATES. An Insured Person's Dependents Life Insurance will become effective on the latest of the following dates:

- (1) the date the Insured Person becomes eligible for Dependents Life Insurance;
- (2) the first day of the Insurance Month following the date the Insured Person makes written application for Dependents Life Insurance and signs a payroll deduction order; and
- (3) the first day of the Insurance Month following the date the Company approves any required evidence of insurability on all the Insured Person's Dependents.

If an Insured Person acquires a new Dependent while insured for Dependents Life Insurance, insurance for that Dependent will take effect on the date the Dependent is acquired.

DEPENDENTS LIFE INSURANCE

(Continued)

DELAYED EFFECTIVE DATE. If a Dependent is in a Period of Limited Activity on the day his or her Dependent Life Insurance would otherwise take effect; then insurance for that Dependent will not take effect until the day after:

- (1) his or her final discharge from the health care facility; or
- (2) resuming the normal activities of a healthy person of the same age and sex.

"Period of Limited Activity" means a period when a spouse or child is confined in a health care facility; or, whether confined or not, is unable to perform the regular and usual activities of a healthy person of the same age and sex.

EVIDENCE OF INSURABILITY. Each Insured Person's Dependents must submit evidence of insurability satisfactory to the Company, if the Insured Person:

- (1) applies for Spouse Life Insurance in excess of the Guaranteed Acceptance Amount;
- (2) applies to enroll for or increase Spouse Life Insurance more than 31 days after:
 - (a) first becoming eligible for Dependent Life Insurance; or
 - (b) first acquiring an eligible spouse;
- (3) applies to enroll for or increase Children's Life Insurance more than 31 days after:
 - (a) first becoming eligible for Dependent Life Insurance; or
 - (b) first acquiring an eligible child;
- (4) applies for Dependents Life Insurance after requesting:
 - (a) to terminate the Dependents Insurance; or
 - (b) to cancel premium payments by payroll deduction or through a Flexible Benefits Plan account; or
- (5) applies to reinstate continued Dependents Life Insurance after it lapses due to failure to pay premium when due.

TERMINATION OF DEPENDENTS INSURANCE. An Insured Person's Dependents Insurance for any spouse or child will cease on the earliest of:

- (1) the date this Policy terminates;
- (2) the date Dependents Insurance is discontinued under this Policy;
- (3) the last day of the Insurance Month in which termination is requested;
- (4) the last day of the Insurance Month for which premium payment is made for such Dependents Insurance;
- (5) the date the Insured Person ceases to be in a class of employees which is eligible for Dependents Insurance or dies;
- (6) the date the spouse or child ceases to be an eligible Dependent, as defined by this section;
- (7) the date the Insured Person's employment with the Employer ends; or
- (8) the date the Insured Person or Dependent enters the armed services of any state or country; except for duty of 30 days or less in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium.)

Dependents Insurance for the Insured Person's Dependent children will also cease on:

- (1) the date the Insured Person's Personal Life Insurance ceases, if the child is enrolled under an Employee and Children's Plan; or
- (2) the date Spouse Insurance for the Insured Person's spouse ceases, if the child is enrolled under a Spouse and Children's Plan.

When Dependents Insurance ceases for any reason except nonpayment of premium, it may be possible to purchase an individual life policy in accord with the Conversion Privilege section of this Policy.

MISSTATEMENT OF AGE. If the age of a Dependent has been misstated, premiums will be subject to an equitable adjustment. If the amount of benefit is dependent upon age, the benefit will be that which would have been payable based upon the Dependent's correct age.

DEPENDENTS LIFE INSURANCE
(Continued)

ASSIGNMENT. Dependents Insurance may not be assigned.

INCONTESTABILITY. Except for nonpayment of premiums, the Company may not contest the validity of this Policy as to any Dependent, after it has been in force for two years during the lifetime of that Dependent. This clause will not affect the Company's right to contest claims made for accidental death or dismemberment benefits.

CLAIMS PROCEDURES FOR LIFE OR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

NOTE: This Policy may include an Extension of Death Benefit, an Accelerated Death Benefit or a Living Benefit. If so, please refer to that section for special claim procedures.

NOTICE AND PROOF OF CLAIM

Notice of Claim. Written notice of an accidental death or dismemberment claim must be given within 20 days after the loss occurs; or as soon as reasonably possible after that.* The notice must be sent to the Company's Group Insurance Service Office. It should include:

- (1) the Insured Person's name and address; and
- (2) the number of this Policy.

Claim Forms. When notice of claim is received, the Company will send claim forms for filing the required proof. If the Company does not send the forms within 15 days; then the Insured Person or Beneficiary (the claimant) may send the Company written proof of claim in a letter. It should state the nature, date and cause of the loss.

Proof of Claim. The Company must be given written proof of claim within 90 days after the date of the loss; or as soon as reasonably possible after that.* Proof of claim must be provided at the claimant's own expense. It must show the nature, date and cause of the loss. In addition to the information requested on the claim form, documentation must include:

- (1) A certified copy of the death certificate, for proof of death.
- (2) A copy of any police report, for proof of accidental death or dismemberment.
- (3) A signed authorization for the Company to obtain more information.
- (4) Any other items the Company may reasonably require in support of the claim.

* **Exception:** Failure to give notice or furnish proof of claim within the required time period will not invalidate or reduce the claim; if it is shown that it was done:

- (1) as soon as reasonably possible; and
- (2) in no event more than one year after it was required.

These time limits will not apply while the claimant lacks legal capacity.

EXAM OR AUTOPSY. At anytime while a claim is pending, the Company may have the Insured Person examined:

- (1) by a Physician of the Company's choice;
- (2) as often as reasonably required.

If the Insured Person fails to cooperate with an examiner or fails to take an exam, without good cause; then the Company may deny benefits, until the exam is completed. In case of death, the Company may also have an autopsy done, where it is not forbidden by law. Any such exam or autopsy will be at the Company's expense.

TIME OF PAYMENT OF CLAIMS. Any benefits payable under this Policy will be paid:

- (1) immediately after the Company receives complete proof of claim and confirms liability; and
- (2) in any event, within 60 days after the Company receives acceptable proof of claim.

TO WHOM PAYABLE

Death. Any benefits payable for the Insured Person's death will be paid in accord with the Beneficiary, Facility of Payment, and Settlement Options sections of this Policy. If this Policy includes Dependent Life Insurance; then any benefits payable for an insured Dependent's death will be paid to:

- (1) the Insured Person, if he or she survives that Dependent; or
- (2) the Insured Person's Beneficiary, or in accord with the Facility of Payment section; if the Insured Person does not survive that Dependent.

Dismemberment. If this Policy includes Accidental Death and Dismemberment Benefits; then any benefit, other than the Insured Person's death benefit, will be paid to the Insured Person.

CLAIMS PROCEDURES **(Continued)**

NOTICE OF CLAIM DECISION. The Company will send the claimant a written notice of its claim decision. If the Company denies any part of the claim; then the written notice will explain:

- (1) the reason for the denial, under the terms of this Policy and any internal guidelines;
- (2) how the claimant may request a review of the Company's decision; and
- (3) whether more information is needed to support the claim.

The Company will send this notice within 15 days after resolving the claim. If reasonably possible, the Company will send it within:

- (1) 90 days after receiving the first proof of a death or dismemberment claim; or
- (2) 45 days after receiving the first proof of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy.

Delay Notice. If the Company needs more than 15 days to process a claim, in a special case; then an extension will be permitted. If needed, the Company will send the claimant a written delay notice:

- (1) by the 15th day after receiving the first proof of claim; and
- (2) every 30 days after that, until the claim is resolved.

The notice will explain the special circumstances which require the delay, and when a decision can be expected.

In any event, the Company must send written notice of its decision within:

- (1) 180 days after receiving the first proof of a death or dismemberment claim; or
- (2) 105 days after receiving the first proof of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy.

If the Company fails to do so; then there is a right to an immediate review, as if the claim was denied.

Exception: If the Company needs more information from the claimant to process a claim; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for claim processing.

REVIEW PROCEDURE. The claimant may request a claim review, within:

- (1) 60 days after receiving a denial notice of a death or dismemberment claim; or
- (2) 180 days after receiving a denial notice of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy.

To request a review, the claimant must send the Company a written request, and any written comments or other items to support the claim. The claimant may review certain non-privileged information relating to the request for review.

Notice of Decision. The Company will review the claim and send the claimant a written notice of its decision. The notice will explain the reasons for the Company's decision, under the terms of this Policy and any internal guidelines. If the Company upholds the denial of all or part of the claim; then the notice will also describe:

- (1) any further appeal procedures available under this Policy;
- (2) the right to access relevant claim information; and
- (3) the right to request a state insurance department review, or to bring legal action.

For a death or dismemberment claim, the notice will be sent within 60 days after the Company receives the request for review; or within 120 days, if a special case requires more time. For a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under this Policy, the notice will be sent within 45 days after the Company receives the request for review; or within 90 days, if a special case requires more time.

CLAIMS PROCEDURES **(Continued)**

Delay Notice. If the Company needs more time to process an appeal, in a special case; then it will send the Insured Person a written delay notice, by the 30th day after receiving the request for review. The notice will explain:

- (1) the special circumstances which require the delay;
- (2) whether more information is needed to review the claim; and
- (3) when a decision can be expected.

Exception: If the Company needs more information from the claimant to process an appeal; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for appeal processing.

Claims Subject to ERISA (Employee Retirement Income Security Act of 1974). Before bringing a civil legal action under the federal labor law known as ERISA, an employee benefit plan participant or beneficiary must exhaust available administrative remedies. Under this Policy, the claimant must first seek two administrative reviews of the adverse claim decision, in accord with this section. If an ERISA claimant brings legal action under Section 502(a) of ERISA after the required reviews; then the Company will waive any right to assert that he or she failed to exhaust administrative remedies.

RIGHT OF RECOVERY. If benefits have been overpaid on any claim; then full reimbursement to the Company is required within 60 days. If reimbursement is not made; then the Company has the right to:

- (1) reduce future benefits until full reimbursement is made; and
- (2) recover such overpayments from the Insured Person, or from his or her Beneficiary or estate.

Such reimbursement is required whether the overpayment is due to fraud, the Company's error in processing a claim, or any other reason.

LEGAL ACTIONS. No legal action to recover any benefits may be brought until 60 days after the required written proof of claim has been given. No such legal action may be brought more than three years after the date written proof of claim is required.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

DEATH OR DISMEMBERMENT BENEFIT FOR AN INSURED PERSON. The Company will pay the benefit listed below, if:

- (1) an Insured Person sustains an accidental bodily injury while insured under this provision; and
- (2) that injury directly causes one of the following losses within 365 days after the date of the accident.

The loss must result directly from the injury and from no other causes.

LOSS	BENEFIT FOR COMMON CARRIER ACCIDENT	BENEFIT FOR OTHER COVERED ACCIDENT
Loss of Life	2 Times Principal Sum	Principal Sum
Loss of One Member (Hand, Foot or Eye)	Principal Sum	1/2 Principal Sum
Loss of Two or More Members	2 Times Principal Sum	Principal Sum
Quadriplegia (Paralysis of Both Arms and Both Legs)	2 Times Principal Sum	Principal Sum
Paraplegia (Paralysis of Both Legs)	Principal Sum	1/2 Principal Sum
Hemiplegia (Paralysis of Arm and Leg of Same Side)	Principal Sum	1/2 Principal Sum

The Principal Sum for the Insured Person's class is shown in the Schedule of Insurance.

MAXIMUM PER PERSON. If an Insured Person sustains more than one loss resulting from the same accident, the benefit:

- (1) will be the one largest amount listed;
- (2) will not exceed two times the Principal Sum for all of that person's combined losses resulting from a Common Carrier Accident; and
- (3) will not exceed the Principal Sum for all that person's combined losses resulting from any other covered accident.

TO WHOM PAYABLE. Benefits for the Insured Person's loss of life will be paid in accord with the Beneficiary section. All other benefits will be paid to the Insured Person.

LIMITATIONS. Benefits are not payable for any loss to which a contributing cause is:

- (1) intentional self-inflicted injury or self-destruction;
- (2) disease, bodily or mental infirmity, or medical or surgical treatment of these;
- (3) participation in a riot;
- (4) duty as a member of any military, naval or air force;
- (5) war or any act of war, declared or undeclared;
- (6) participation in the commission of a felony;
- (7) voluntary use of drugs; except when prescribed by a Physician;
- (8) voluntary inhalation of gas, including carbon monoxide;
- (9) travel or flight in any aircraft, including balloons and gliders; except as a fare paying passenger on a regularly scheduled flight; or
- (10) driving a vehicle while intoxicated.

DEFINITIONS.

"Beneficiary" means the person(s) named on the Insured Person's enrollment form. The Insured Person may change the Beneficiary by filing a written notice of the change with the Company at its Group Insurance Service Office.

"Common Carrier Accident" means a covered accidental bodily injury, which is sustained while riding as a fare paying passenger (not a pilot, operator or crew member) in or on, boarding or getting off from a Common Carrier.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
(Continued)

"Common Carrier" means any land, air or water conveyance operated under a license to transport passengers for hire.

"Intoxicated" shall be defined by the jurisdiction where the accident occurs. The exclusion will apply whether or not the driver is convicted.

"Loss of a Member" includes the following:

- (1) "Loss of Hand or Foot," means complete severance through or above the wrist or ankle joint. (In South Carolina, "Loss of Hand" can also mean the loss of four whole fingers from one hand.)
- (2) "Loss of an Eye," means total and irrevocable loss of sight in that eye.

"Paralysis" means complete and irreversible loss or use of an arm or leg (without severance).

REPATRIATION BENEFIT. The Company will pay a Repatriation Benefit, if:

- (1) the Insured Person dies as a result of a covered accident at least 150 miles from his or her principal place of residence; and
- (2) expense is incurred for the preparation and transportation of the Insured Person's body to a mortuary.

This benefit will be in addition to all other benefits payable under this Policy. This benefit will equal the expenses incurred for the preparation and transportation of the Insured Person's body to a mortuary subject to a maximum of \$5,000. This benefit will be paid:

- (1) when the benefit for accidental loss of life is paid; or
- (2) when the Company receives proof of expense incurred, if later.

PROOF. In order for this benefit to be payable, proof of payment for any expenses incurred for Repatriation must be provided to the Company.

TO WHOM PAYABLE. Benefits for Repatriation will be paid in accord with the Beneficiary and/or Facility of Payment sections of this Policy.

Benefits will not be payable for any loss excluded under the Accidental Death and Dismemberment Insurance Limitations section.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
(Continued)

EDUCATION BENEFIT. The Company will pay an Education Benefit for each of the Insured Person's eligible Dependent Children, if the Insured Person:

- (1) is injured in a covered accident while insured under this Policy;
- (2) dies as a direct result of such injuries within 365 days after the accident; and
- (3) is survived by one or more Dependent Children who are eligible for the benefit.

To be eligible for the Education Benefit, a Dependent Child:

- (1) must be dependent on the Insured Person for principal support;
- (2) must be enrolled as a Full-Time Student on the date of the Insured Person's death or within 365 days after that date; and
- (3) must incur expenses after the date of the Insured Person's death for tuition, fees, books, room and board, or any other costs payable directly to (or approved and certified by) that school.

This benefit will be paid in addition to all other benefits payable under this Policy. The benefit will equal the actual expense incurred after the date of the Insured Person's death up to 5% of the Insured Person's Principal Sum, subject to a maximum of \$5,000 for each eligible Dependent Child per year, for up to 4 consecutive years or until age 25. The benefit will be paid to the Dependent Child, if the child has reached the age of majority. Otherwise, benefits will be paid to the child's legal guardian. The first payment will be made:

- (1) when the benefit for accidental loss of life is paid; or
- (2) when the Company receives proof of payment for the expenses incurred and that an eligible Dependent Child meets the above requirements, if later.

Subsequent payments will be made when the Company receives:

- (1) verification that the eligible Dependent Child continues to be a Full-Time Student during each additional semester/year; and
- (2) proof of payment for the expenses incurred.

"Full-Time Student" means a Dependent Child who:

- (1) is attending a licensed or accredited college, university or vocational school (beyond the 12th grade);
- (2) is considered a full-time student based upon that school's standards; and
- (3) incurs expenses for tuition, fees, books, room and board, or other costs payable directly to (or approved or certified by) that school.

"Child" includes the Insured Person's naturally born child, legally adopted child, stepchild, and foster child.

SPOUSE TRAINING BENEFIT. The Company will pay a Spouse Training Benefit to the Insured Person's surviving Spouse, if the Insured Person:

- (1) is injured in a covered accident while insured under this Policy;
- (2) dies as a direct result of such injuries within 365 days after the accident; and
- (3) is survived by a Spouse who is eligible for the benefit.

To be eligible for the Spouse Training Benefit, the Insured Person's Spouse:

- (1) must not be legally separated from the Insured Person on the date of the accident;
- (2) must be enrolled as a student on the date of the Insured Person's death or within 365 days after that date in any school to retrain or refresh skills needed for employment; and
- (3) must incur expenses after the date of the Insured Person's death for tuition, fees, books, room and board or other costs payable directly to (or approved or certified by) that school.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
(Continued)

This benefit will be paid in addition to all other benefits payable under this Policy. The benefit will equal the actual expense incurred after the date of the Insured Person's death up to 5% of Insured Person's Principal Sum; subject to a maximum of \$5,000. The benefit will be paid for one year. Payment will be made:

- (1) when the benefit for accidental loss of life is paid; or
- (2) when the Company receives proof of payment for the expenses incurred and that the Spouse meets the above requirements, if later.

EXCLUSIONS. Benefits will not be payable for any loss excluded under the Accidental Death and Dismemberment Insurance Limitations section.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)

CHILD CARE BENEFIT. The Company will pay a Child Care Benefit for each of the Insured Person's eligible Dependent Children, if the Insured Person:

- (1) is injured in a covered accident while insured under this Policy;
- (2) dies as a direct result of such injuries within 365 days after the accident; and
- (3) is survived by one or more Dependent Children who are eligible for the benefit.

To be eligible for the Child Care Benefit, a Dependent Child must:

- (1) be dependent on the Insured Person for principal support;
- (2) be under age 13 on the date of the accident; and
- (3) attend a licensed Child Care Center on a regular basis on the date of the Insured Person's death or within 365 days after that date.

The Child Care Benefit is paid in addition to all other Policy benefits. The benefit will equal the actual expense incurred after the date of the Insured Person's death, up to 5% of the Insured Person's Principal Sum; subject to a maximum of \$5,000 for each eligible Dependent Child per year. The benefit will be paid to the legal guardian of the eligible Dependent Child:

- (1) for up to 4 consecutive years; or
- (2) until the Dependent Child's 13th birthday (whichever occurs first).

The first payment will be made:

- (1) when the benefit for accidental loss of life is paid; or
- (2) when the Company receives proof of expense incurred and that an eligible Dependent Child meets the above requirements; if later.

Subsequent payments will be made quarterly on a reimbursement basis when the Company receives:

- (1) verification that the eligible Dependent Child continues to attend a licensed Child Care Center on a regular basis; and
- (2) satisfactory proof of payment for the child care expense incurred.

DEFINITIONS. "Child Care Center" means any facility (other than a family day care home) which:

- (1) is licensed as such by the state; and
- (2) provides non-medical care and supervision for children in a group setting; and
- (3) cares for children at least 6 but less than 24 hours per day.

"Child" includes the Insured Person's naturally born child, legally adopted child, stepchild, and foster child.

"Expense Incurred" means the cost for the supervision and care of a Dependent Child, excluding any fees for extra activities, which are directly payable to a Child Care Center.

EXCLUSIONS. Benefits will not be paid:

- (1) when the Dependent Child's care is provided by (or at a facility operated by) the child's grandparent, parent, aunt, uncle or sibling; or
- (2) for any loss excluded under the Accidental Death and Dismemberment Insurance Limitations section of this Policy.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
(Continued)

COMA BENEFIT. The Company will pay a Coma Benefit, when the Insured Person remains in a coma; provided:

- (1) the coma is caused by an Injury sustained while insured under this Policy;
- (2) the coma begins within 365 days after the date of the accident; and
- (3) the person remains in a continuous coma for at least 31 days in a row.

The coma must result directly from the Injury and from no other causes.

This benefit will be paid in addition to all other benefits payable under this Policy. The Coma Benefit will equal a one-time payment of 5% of the Insured Person's Principal Sum; subject to a maximum of \$5,000.

PROOF. Proof of the coma must be provided to the Company. The Company retains the right to investigate and to determine whether the coma exists.

TO WHOM PAYABLE. Upon receipt of satisfactory proof, the Coma Benefit will be paid to the Insured Person.

"Coma" means being in a state of complete mental unresponsiveness, with no evidence of appropriate responses to stimulation.

EXCLUSIONS. Benefits will not be paid:

- (1) when the Insured Person remains in a coma for less than 31 days in a row; or
- (2) for any loss excluded under the Accidental Death and Dismemberment Insurance Limitations section of this Policy.

SAFE DRIVER BENEFIT

BENEFIT. If an Insured Person dies as a direct result of a covered auto accident, for which Accidental Death and Dismemberment Benefits are payable; then:

- (1) an additional Seat Belt Benefit will be payable, if the Insured Person was wearing a properly fastened seat belt at the time of the accident; and
- (2) an additional Air Bag Benefit will be payable, if the auto was equipped with air bag(s).

The Seat Belt Benefit equals \$10,000 or 10% of the Principal Sum, whichever is less; and the Air Bag Benefit equals \$10,000 or 10% of the Principal Sum, whichever is less. The Seat Belt Benefit and the Air Bag Benefit will not be less than \$1,000 per Insured Person. The Principal Sum is the amount payable because of the Insured Person's accidental death.

A copy of the police report must be submitted with the claim. The position of the seat belt or presence of an air bag must be certified by:

- (1) the official accident report; or
- (2) the coroner, traffic officer or other investigating officer.

Upon receipt of satisfactory written proof, the additional benefit will be paid in accord with the Beneficiary section.

DEFINITIONS. As used in this provision:

"Auto" means a 4-wheel passenger car, station wagon, jeep, pick-up truck or van-type car. It must be licensed for use on public highways. It includes a car owned or leased by the Group Policyholder.

"Intoxicated," "Impaired," or "Under the Influence of Drugs" shall be defined as by the jurisdiction where the accident occurs.

"Seat Belt" means a properly installed:

- (1) seat belt or lap and shoulder restraint; or
- (2) other restraint approved by the National Highway Traffic Safety Administration.

LIMITATIONS. Safe Driver Benefits will not be paid if:

- (1) the Accidental Death and Dismemberment Benefits is not paid under this Policy for the Insured Person's death; or
- (2) at the time of the accident, the Insured Person or any other person who was driving the auto in which the Insured Person was traveling:
 - (a) was driving without a valid drivers' license;
 - (b) was driving in excess of the legal speed limit; or
 - (c) was driving while intoxicated, impaired, or under the influence of drugs (except for drugs taken as prescribed by a Physician for the driver's use).

The above limitations will apply, whether or not the driver is convicted.

POLICY AMENDMENT

**TO BE ATTACHED TO AND MADE A PART OF POLICY NO.: 000400199045
ISSUED TO: Webber, LLC**

The definition of DEPENDENT shown in the DEPENDENTS LIFE INSURANCE is amended to read:

DEPENDENT. A Dependent means a person who is an Insured Person's:

- (1) spouse, who is not legally separated from the Insured Person;
- (2) Domestic Partner;
- (3) child less than 26 years of age; or
- (4) child who is totally and permanently disabled and who became so disabled prior to reaching 26 years of age.

The word "child" includes:

- (1) an Insured Person's natural child, legally adopted child, or stepchild;
- (2) a child placed with the Insured Person for the purpose of adoption, from the date of placement;
- (3) a child of a Domestic Partner;
- (4) a natural or adopted grandchild who is a dependent of the Insured Person for federal income tax purposes at the time of application for coverage of the child; and
- (5) a foster child for whom the Insured Person has assumed full parental responsibility and control.

The term Dependent does not include:

- (1) anyone serving in the armed forces of any state or country; except for duty of 30 days or less for training in the Reserves or National Guard; or
- (2) anyone covered under this Policy as an Insured Person.

"Domestic Partner" means the Insured Person's partner, of the same or the opposite sex, who meets the conditions defined in the Group Policyholder's official corporate policy, when all of the following conditions are met. The Insured Person and his or her partner:

- (1) are age 18 or older; mentally competent; not legally married to someone else; not related to the other by blood, to a degree that would bar legal marriage; and not a party to or registered as a partner of another domestic partnership;
- (2) are in a committed, exclusive relationship with each other;
- (3) are jointly responsible for each other's welfare and financial obligations; and
- (4) have not been in another domestic partnership relationship within the prior 12 months.

Satisfactory proof that such domestic partnership exists shall be provided to the Company, upon request.

A person may be covered as either an Insured Person or a Dependent (but not both at the same time). If both parents are Insured Persons, their child may be covered as a Dependent of either parent (but not both at the same time).

This amendment takes effect on January 1, 2015, or on the Insured Person's effective date of coverage under the Policy; whichever is later. In all other respects, the Policy remains the same.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

TOLL-FREE TELEPHONE NUMBERS FOR INFORMATION AND COMPLAINTS

IMPORTANT NOTICE

To obtain information or make a complaint: You may call The Lincoln National Life Insurance Company's toll-free telephone number for information or to make a complaint at 1-800-423-2765.

You may also write to The Lincoln National Life Insurance Company at:
8801 Indian Hills Drive
Omaha, Nebraska 68114-4066

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance
P.O. Box #149104
Austin, TX 78714-9104
FAX # (512) 475-1771

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de The Lincoln National Life Insurance Company para informacion o para someter una queja al 1-800-423-2765.

Usted tambien puede escribir a The Lincoln National Life Insurance Company:
8801 Indian Hills Drive
Omaha, Nebraska 68114-4066

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al 1-800-252-3439.

Puede escribir al Departamento de Seguros de Texas
P.O. Box #149104
Austin, TX 78714-9104
FAX # (512) 475-1771

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE
TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION
(For insurers declared insolvent or impaired on or after September 1, 2011)**

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

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

Eligibility for Protection by the Association

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

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

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:

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

Life Insurance:

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

Individual Annuities:

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

Group Annuities:

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

Aggregate Limit:

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

These limits are applied for each insolvent insurance company.

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

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

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