

Group Insurance Plan

City of Scottsdale

NOTICE

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

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

TL-004788

FOREWORD

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

The need for life insurance protection depends on individual circumstances and financial situations. Your Employer is offering you the opportunity to purchase this insurance to make your benefit program more comprehensive and responsive to your needs.

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

Any insurance benefit described in the following pages will apply to you only if you have elected that benefit and have authorized payroll deduction for the required premium.

LIFE INSURANCE COMPANY OF NORTH AMERICA
1601 CHESTNUT STREET
PHILADELPHIA, PA 19192-2235
(800) 732-1603 TDD (800) 552-5744
A STOCK INSURANCE COMPANY

**GROUP INSURANCE
CERTIFICATE**

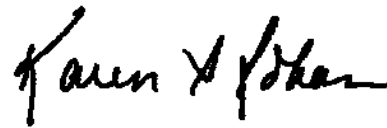
We, the LIFE INSURANCE COMPANY OF NORTH AMERICA, have issued a Group Policy, VTL-004689, to TRUSTEE OF THE NATIONAL CONSUMER INSURANCE TRUST on behalf of City of Scottsdale.

The Policy under which this certificate is issued is a continuation of and replaces the same numbered policy that became effective January 1, 1994. Any different benefits provided by your certificate become effective on the Group Policy's Rewrite Date. Any different benefits will not affect benefits payable for claims incurred before the Policy Rewrite Date.

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

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

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



Karen S. Rohan, President

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SCHEDULE OF BENEFITS

Policy Effective Date: January 1, 1994

Policy Rewrite Date: May 1, 2001

Certificate Effective Date: January 1, 2014

Policy Anniversary Date: January 1

Policy Number: VTL-004689

Class Definition

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

All Full-time, regular Employees working a minimum of 30 hours per week, job share and Part-time Employees regularly working a minimum of 20 hours per week, and the Mayor and City Council Members.

Your Eligibility Waiting Period

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

If you were hired on or before the Policy Effective Date:

No Waiting Period

If you were hired after the Policy Effective Date:

No Waiting Period

LIFE INSURANCE BENEFITS

Employee Benefits

Amount of Insurance	An amount elected in units of \$10,000
Minimum Benefit:	\$10,000
Guaranteed Issue Amount:	\$100,000
Maximum Benefit:	the lesser of 5 times Annual Compensation or \$300,000

Age Based Reductions

If you are age 70 or older, your Life Insurance Benefits are payable as follows:

Age 70 to 74	65% of Life Insurance Benefits
Age 75 to 79	45% of Life Insurance Benefits
Age 80 and Over	30% of Life Insurance Benefits

Terminal Illness Benefit

Maximum Benefit:	\$50,000
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Increases and Decreases in Coverage

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

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

Spouse/Domestic Partner Benefit

Amount of Insurance	An amount elected in units of \$10,000
Guaranteed Issue Amount:	\$10,000
Maximum Benefit:	\$150,000

Terminal Illness Benefit	
Maximum Benefit:	\$50,000

Dependent Child Benefits

Amount of Insurance	An amount elected in units of \$2,000
Maximum Benefit:	\$10,000
	The Maximum Benefit for a Dependent Child who is less than 6 months old is \$500.

Former Employee Benefits

Amount of Life Insurance	An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits allowable to you, less any amount of conversion insurance issued under the Conversion Privilege for Life Insurance.
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Maximum Benefit Period	To Age 70.
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Terminal Illness Benefit	
Maximum Benefit:	\$50,000

Spouse/Domestic Partner of Former Employee Benefits

Amount of Life Insurance	An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits available to a Spouse/Domestic Partner.
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Maximum Benefit Period	To Age 70.
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Terminal Illness Benefit	
Maximum Benefit:	\$50,000

ACCIDENT INSURANCE BENEFITS

Employee Benefits

Amount of Insurance

Same as Life Insurance Benefits

Age Based Reductions

Accident Insurance Benefits will reduce the same as Life Insurance Benefits

TL-004774

WHO IS ELIGIBLE

Classes of Eligible Persons

A person may be insured only once under the Policy, even though he or she may be eligible under more than one class.

Employee

If you qualify under the Class Definition shown in the Schedule of Benefits, you are eligible to be insured under the Policy on the Policy Effective Date, or the day after you complete the applicable Eligibility Waiting Period, if later.

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

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

Spouse

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

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

Dependent Child

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

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

TL-004710

WHEN COVERAGE BEGINS

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

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

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

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

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

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

TL-004712

WHEN COVERAGE ENDS

Coverage will end on the earliest of the following dates:

1. the date you are eligible for coverage under a plan intended to replace this coverage;
2. the date we terminate the Policy;
3. the date you, your Spouse or Dependent Children are no longer in an eligible class;
4. the date coinciding with the end of the last period for which required premiums are paid;
5. the date you are no longer in Active Service;
6. for an Employee, Spouse or Dependent Child, the date the Employer cancels participation under the Policy;
7. the date your coverage ends, for any insured Spouse or Dependent Child; and
8. the date your spouse attains age 70.

TL-004714

WHEN COVERAGE CONTINUES

Continuation for Leave of Absence, Approved Educational Leave of Absence or Family Medical Leave

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

In these circumstances, your insurance may continue as follows.

1. For an Employer approved unpaid leave of absence, up to 12 months
2. For approved educational leave of absence, up to 12 months
3. For an Employer approved family medical leave, up to 12 weeks

Continuation for Disability for Employees over Age 60

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

1. The date you are no longer Disabled.
2. The date you are Disabled for 9 consecutive months.
3. The date coinciding with the end of the last period for which premiums are paid.
4. The date the Policy is terminated by us.

Amount of Insurance

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

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

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

Extended Death Benefit with Waiver of Premium

Extended Death Benefit

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

1. The date you are no longer Disabled.
2. The date you fail to qualify for Waiver of Premium or fail to provide proof of Disability as indicated under *Waiver of Premium*.

Amount of Insurance

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

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

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

Waiver of Premium

If you submit satisfactory proof that you have been continuously Disabled for 6 months, your coverage will be extended.

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

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

Amount of Insurance

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

Termination of Waiver

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

1. The date you are no longer Disabled.
2. The date you refuse to submit to any physical examination required by us.
3. The last day of the 12-month period of Disability during which you fail to submit satisfactory proof of continued Disability.

“Disability”/“Disabled” means because of Injury or Sickness you are unable to perform all the material duties of any occupation which you may reasonably become qualified based on education, training or experience.

TL-009745

Portability Options

For Employees

If your employment ends prior to age 70, you may continue Life Insurance Benefits. Benefits will continue in an amount elected, subject to the Maximum Benefit allowable for Life Insurance Benefits in effect on the date you no longer qualify as an Employee. Any amount elected in excess of the Life Insurance Benefits in effect on the date you no longer qualify as an Employee will be effective on the date we agree in writing to insure you. To continue coverage, you must submit an application to us and pay the required premium. If you continue coverage, you may also continue coverage for your Spouse or Dependent Child in the amount in force on the date coverage would otherwise end. If you do not elect to continue insurance within 31 days after your employment ends, you may not elect this coverage at a later date.

If you continue coverage in this manner you will become a Former Employee. A Spouse whose coverage is continued will become a Spouse of a Former Employee. Coverage will be effective on the first of the month following the date your coverage as an Employee ends, provided we receive your completed application and the required premium is paid.

If, as a Former Employee, you later acquire a Spouse or Dependent Child, you may elect coverage for them by submitting an application to us and paying the required premium. Coverage for your Spouse or Dependent Child will be effective on the date we agree in writing to insure them, if it is not in effect on the date your coverage as an Employee ends. We may require your Spouse or Dependent Child to satisfy the Insurability Requirement before we agree to insure him or her.

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

1. The date we cancel coverage for all members of your class.
2. The day after the end of the period for which required premiums are paid.
3. The date the Insured is age 70.
4. The date the Policy is terminated.

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

For Spouses

If a Spouse is legally separated or divorced from, or widowed by, an insured Employee or Former Employee prior to age 70, he or she may continue Life Insurance Benefits. Benefits will continue in an amount elected, subject to the Maximum Benefit allowable for Life Insurance Benefits. Any amount elected in excess of the Life Insurance Benefits in effect on the date he or she no longer qualifies as a Spouse will be effective on the date we agree in writing to insure him or her. To continue coverage, the Spouse must submit an application to us and pay the required premium.

If a Spouse continues coverage, he or she may also continue coverage for a Dependent Child covered under the Policy on the date coverage would otherwise end. If a Spouse does not elect to continue insurance within 31 days after coverage ends, he or she may not elect this coverage at a later date.

A Spouse who continues coverage in this manner will become a Former Spouse and will be issued a separate certificate of insurance. Coverage will be effective on the first of the month following the date his or her coverage as a Spouse ends, provided we receive the completed application and the required premium is paid.

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

1. The date we cancel coverage for all members of the Insured's class.
2. The day after the end of the period for which premiums are paid.
3. The date the Insured is age 70.
4. The date the Policy is terminated.

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

For Dependent Children

If a Dependent Child is insured under the Policy and is at least 19 years of age, he or she may continue Life Insurance Benefits by electing an amount of insurance in units of \$25,000 up to a maximum benefit of \$50,000. To continue coverage, the Dependent Child must submit an application to us and pay the required premium.

If a Dependent Child does not elect to continue insurance within 31 days after reaching age 19 or the date he or she no longer qualifies as a Dependent Child, if later, he or she may not elect to be insured under this option at a later date.

A Dependent Child who continues coverage in this manner will become a Former Dependent Child and will be issued a separate certificate of insurance. Coverage will be effective on the following dates.

1. For any Guaranteed Issue Amount, the first of the month following the date the Dependent Child's coverage ends, provided we receive the completed application and required premium.
2. For any amount of insurance that exceeds the Guaranteed Issue Amount, the date we agree in writing to insure him or her. We will require the Former Dependent Child to satisfy the Insurability Requirement before we agree to insure him or her.

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

1. The date we cancel coverage for all members of the Insured's class.
2. The day after the end of the period for which premiums are paid.
3. The date the Insured is age 70.
4. The date the Policy is terminated.

TL-004716

WHAT IS COVERED

LIFE INSURANCE BENEFITS

Death Benefit

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

TL-004730

Domestic Partner Benefit

We will pay a Domestic Partner Benefit if your Domestic Partner suffers a covered loss and the following conditions are met.

1. You have not been married to any person within the past 12 months.
2. Your Domestic Partner is the only person meeting the Policy's definition of "Domestic Partner" with respect to you.
3. You and your Domestic Partner furnish a notarized affidavit or signed statement reflecting these requirements, and an agreement to notify us, if the requirements cease to be met, on a form acceptable to us.

The amount of insurance that applies to a Domestic Partner is shown in the Schedule of Benefits.

Death benefits with respect to any Domestic Partner will be payable to you or to the beneficiary chosen by the Domestic Partner. If no beneficiary is named, benefits are payable to you.

"Domestic Partner" means a person of the same or opposite sex, who meets all of the following criteria.

1. He or she shares your permanent residence.
2. He or she has resided with you for at least one year and is expected to continue to reside with you indefinitely.
3. He or she is financially interdependent with you in the following ways.
 - a. You hold one or more credit or bank accounts, including a checking account, as joint owners.
 - b. You own or lease your permanent residence as joint tenants.
 - c. The Domestic Partner has named or is named by you as a beneficiary of life insurance or under a will.
 - d. You have each agreed in writing to assume financial responsibility for the welfare of the other.

4. You have signed a domestic partner declaration if you reside in a jurisdiction that provides for domestic partner declarations.
5. Neither of you have signed a domestic partner declaration with any other person within the last 12 months.
6. Neither of you is less than 18 years of age nor more than 70 years of age.
7. Neither of you is currently legally married to any other person.
8. Neither of you is a blood relative any closer than would prohibit legal marriage.

To obtain insurance for a Domestic Partner, you must request coverage in writing and agree to make any required premium contributions.

Wherever referenced the term “Spouse” also includes a Domestic Partner as defined in this benefit.

TL-006079

Accelerated Benefits

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

Terminal Illness Benefit

We will pay a Terminal Illness Benefit if we determine you or your Spouse are Terminally Ill. The amount of this benefit is 50% of the Life Insurance Benefit in effect for you or your Spouse on the date we determine you are Terminally Ill up to the Maximum Benefit Amount shown in your Schedule of Benefits for this option. The Terminal Illness Benefit is payable only once in an Insured’s lifetime.

Determination of Terminal Illness

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

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

We may require, at our expense, you to be examined and a review of the documented evidence by a Physician of our choice.

“Terminal Illness” means a person is diagnosed by a Physician to have a prognosis of 12 months or less to live.

TL-004748

Conversion Privilege for Life Insurance

If coverage ends for any reason except non-payment of premium, any Insured may apply for a conversion policy of life insurance.

The conversion insurance may be a type of life insurance currently being offered for conversion by us at your age and in the amount requested. It may not be term insurance and it may not be for an amount greater than the Life Insurance Benefits in force under the Policy. Conversion life insurance will not provide accident, disability or other benefits.

However, if coverage ends because the Policy is terminated or amended to terminate any class of Insureds, or the Employer cancels participation under the Policy, coverage cannot be converted unless you have been insured under the Policy for at least 3 years. In this case, the amount of conversion insurance will be the lesser of Life Insurance Benefit in force under the Policy or \$10,000.

To apply for conversion insurance, you must submit an application to us and pay the required premium within 31 days after coverage under the Policy ends. Evidence of insurability is not required. Premium for the conversion insurance will be based on your age and class of risk and the type and amount of coverage issued.

Conversion insurance will become effective on the 31st day after the date coverage under the Policy ends, if your application is received by us and the required premium is paid on that date.

If you die during the 31 day conversion period, the Death Benefit will be paid under the Policy regardless of whether you applied for conversion insurance. If a conversion policy is issued, it will be in exchange for any benefits payable for that type and amount of insurance under the Policy.

Extension of Conversion Period

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

If you die during the extended conversion period, but more than 31 days after your coverage under the Policy terminates, Life Insurance Benefits will not be paid under the Policy. If your application for conversion insurance is received by us and the required premium is paid, Life Insurance Benefits will be payable under the conversion insurance.

Prior Conversion Limitation

If you are covered under a life insurance conversion policy previously issued by us under the Policy, you will not be eligible to exercise this Conversion Privilege unless the prior coverage has ended. This does not apply to any amount of insurance that was previously converted under the Policy due to a reduction in your Life Insurance Benefits based on age or a change in class unless that condition no longer affects the amount of coverage available to you.

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LIFE INSURANCE EXCLUSIONS

If an Insured commits suicide, while sane or insane, within 2 years from the date the Insured's insurance under the Policy becomes effective, Life Insurance Benefits will be limited to a refund of the premiums paid on the Insured's behalf. The suicide exclusion applies from the effective date of any additional benefits or increases in Life Insurance Benefits.

If a Dependent Child commits suicide and is survived by other Dependent Children covered under your certificate, no refund of premiums will be paid.

TL-004752

ACCIDENT INSURANCE BENEFITS

If you are an Employee and insured under the Policy for Accident Insurance on the date of an Accident, we will pay the Accident Insurance Benefits for a loss shown in the Schedule of Losses. If more than one loss results from the same Accident, we will pay only the largest Benefit Amount to which you are entitled. The loss must be a result of bodily Injuries caused directly, and from no other causes, by an Accident, and must occur within 365 days of the Accident.

Schedule of Losses	Benefit Amount
Life, or Two Members	100%
One Member	50%
Thumb and Index Finger of the Same Hand	25%

“Member” means a hand, foot or the entire sight of an eye. Loss of a hand or foot means complete Severance through or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

“Severance” means the complete separation and dismemberment of the part from the body.

TL-004754

ACCIDENT INSURANCE EXCLUSIONS

We will not pay Accident Insurance Benefits for a loss which in any way results from any of the following circumstances.

1. Suicide, attempted suicide or intentionally self-inflicted Injury, while sane or insane (Except in Missouri, this applies only while sane).
2. Sickness, disease or bodily infirmity; medical or surgical treatment; or bacterial or viral infection, no matter how contracted. (This does not include bacterial infection that is the natural and foreseeable result of an accidental bodily injury or accidental food poisoning.)
3. Full-time active duty for more than 200 days in any Armed Forces. (If you send proof of service, we will refund any premiums paid for coverage during this time. Reserve or National Guard active duty or training are not excluded unless it extends beyond 200 days.)
4. Commission of a felony.
5. Voluntary self-administration of any drug or chemical substance not prescribed by, and taken according to the directions of a doctor. (Accidental ingestion of a poisonous substance is not excluded.)
6. War or an act of war, whether or not declared.
7. Travel or flight in, or getting in or out of: an aircraft being used for test or experiment; an aircraft the Insured is flying, is learning to fly, or is part of the crew of; a military aircraft, other than transport aircraft flown by the U.S. Air Mobility Command (AMC) or a similar air transport service of another country; an aircraft owned or leased by or for the Employer, its subsidiaries or affiliates, or the Insured or a member of his household; an aircraft that does not have a valid FAA normal or transport type certificate of airworthiness; or an aircraft that is not flown by a pilot with a valid license.

TL-004768

CLAIM PROVISIONS

Notice of Claim

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

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

Claim Forms

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

Claimant Cooperation Provision

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

Insurance Data

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

Proof of Loss

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

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

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

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

Time of Payment

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

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

To Whom Payable

Death Benefits will be paid to the Insured's named beneficiary, if any, on file at the time of payment or to the certificate owner if alive. If there is no named beneficiary or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives: spouse; child or children; mother or father; brothers or sisters; or to the executors or administrators of the Insured's estate. We may reduce the amount payable by any indebtedness due.

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

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

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

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

For plans subject to the Employee Retirement Income Security Act (ERISA), the Plan Administrator of your Employer's employee welfare benefit plan (the Plan) has selected us as the Plan fiduciary under federal law for the review of claims for benefits provided by this Policy and for deciding appeals of denied claims. In this role we shall have the authority, in its discretion, to interpret the terms of the Plan documents, to decide questions of eligibility for coverage or benefits under the Plan, and to make any related findings of fact. All decisions made by us in this capacity shall be final and binding on Participants and Beneficiaries of The Plan to the full extent permitted by law.

We have no fiduciary responsibility with respect to the administration of The Plan except as described above. It is understood that our sole liability to the Plan and to Participants and Beneficiaries under The Plan shall be for the payment of benefits provided under this Policy.

Change of Beneficiary

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

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

Physical Examination and Autopsy

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

Legal Actions

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

Time Limitations

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

Physician/Patient Relationship

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

TL-004724

ADMINISTRATIVE PROVISIONS**Premiums**

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

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

Your Grace Period

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

Reinstatement of Insurance

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

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

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

TL-004722

GENERAL PROVISIONS

Incontestability

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

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

Misstatement of Age

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

Workers' Compensation Insurance

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

Assignment of Benefits

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

Clerical Error

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

TL-004728

DEFINITIONS

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

Accident

The term Accident means a sudden, unforeseeable external event that causes you bodily Injury and occurs while your coverage is in force under the Policy.

Active Service

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

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

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

A person other than an Employee is considered in Active Service if he or she is able to perform all the activities another person of the same age and sex could normally perform and is not:

1. a patient in a hospital or hospice, or receiving outpatient care for chemotherapy or radiation therapy;
2. confined at home under the care of a Physician for sickness or injury;
3. unable to perform any of the activities of daily living expected of a person of the same age (i.e., mobility, transferring, feeding, dressing or toileting) without human supervision or assistance;
4. receiving disability benefits from any source due to his or her sickness or injury.

Annual Compensation

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

Dependent Child

Your child who meets the following requirements.

1. A child from live birth but less than 26 years old;
2. A child who is 26 or more years old, primarily supported by you and incapable of self-sustaining employment by reason of mental or physical incapacity. Proof of the child's condition and dependence must be submitted to us within 31 days after the date the child ceases to qualify as a Dependent for the reasons listed above. During the next two years, we may, from time to time, require proof of the continuation of such condition and dependence. After that, we may require proof no more than once a year.

The term "child" means:

- a. your natural child;
- b. your legally adopted child, beginning with any waiting period pending finalization of the child's adoption. It also means the legally adopted child of your Spouse or Domestic Partner/Partner to a Civil Union provided the child is living with, and is financially dependent upon you;
- c. a stepchild born to your Spouse and who is living with and financially dependent upon you;
- d. a child of your Domestic Partner/Partner to a Civil Union, provided the child is living with, and is financially dependent upon you.

Disabled

You are Disabled, if, because of Injury or Sickness, you are unable to perform all the material duties of any occupation for which you are or may reasonably become qualified based on your education, training or experience.

Employee

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

Employer

The Employer who has subscribed to the Policyholder and for the benefit of whose Employees this policy has been issued. The Employer, named as the Subscriber on the front of this Policy, includes any affiliates or subsidiaries covered under the Policy. The Employer is acting as your agent for transactions relating to this insurance. You shall not consider any actions of the Employer as actions of the Insurance Company.

Full-time

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

Injury

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

Insurability Requirement

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

Insurance Company

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

Insured

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

Part-time

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

Physician

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

Prior Plan

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

Sickness

The term Sickness means a physical or mental illness.

Spouse

Your current lawful spouse under age 70.

TL-004708 (as modified by TL-010150)

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

Class 1
01/2014

