

**Group Life
Insurance Certificate**

Board of Regents of the University System of
Georgia

IMPORTANT NOTICES

If you reside in one of the following states, please read the important notices below:

Arizona, Florida and Maryland residents:

The group policy is issued in the state of Delaware and will be governed by its laws. If you reside in a state other than Delaware, this certificate of insurance may not provide all of the benefits and protections provided by the laws of your state. PLEASE READ YOUR CERTIFICATE CAREFULLY.

Texas residents:

IMPORTANT NOTICE: To obtain information or make a complaint:

You may call the Life Insurance Company of North America, Group Insurance's toll-free telephone number for information or to make a complaint at 1-800-547-5515.

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

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

AVISO IMPORTANTE: Para obtener informacion o para someter una queja:

Usted Puede llamar al numero de telefono gratis del Life Insurance Company of North America, Group Insurance Division para informacion o para someter una queja al 1-800-547-5515.

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

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

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. A portion of the cost of this coverage is provided by your Employer. You may need to contribute to the remaining cost of coverage through payroll deduction so that your benefit program is more comprehensive and responsive to your needs.

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

Insurance benefits described in the following pages will apply to you if your Employer has made this coverage available to you at no cost or you have elected the benefit and 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, FLX-980017, to TRUSTEE OF THE GROUP INSURANCE TRUST FOR EMPLOYERS IN THE PUBLIC ADMINISTRATION INDUSTRY on behalf of Board of Regents of the University System of Georgia.

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.

A handwritten signature in black ink, appearing to read "Gregory H. Wolf". The signature is stylized with a large initial "G" and a prominent flourish at the end.

Gregory H. Wolf, President

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SCHEDULE OF BENEFITS

Policy Effective Date: January 1, 2004

Policy Anniversary Date: January 1

Policy Number: FLX-980017

Class Definition

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

All active, regular (benefit eligible) Employees of the Employer, who are scheduled to work a minimum of 20 hours per week and hired prior to November 1, 1980.

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

If an Insured is eligible under one Class of Eligible Employees and later becomes eligible under a different Class of Eligible Employees, changes in his or her insurance due to the class change will be effective on the date of the change in class.

Employee Benefits

Basic Benefit	\$25,000
Minimum Benefit:	\$25,000
Guaranteed Issue Amount:	\$25,000
Maximum Benefit:	\$25,000

Voluntary Benefit	Annual Compensation rounded to the next higher \$1,000 if not already a multiple thereof, multiplied by 1, 2 or 3.
Guaranteed Issue Amount:	the lesser of 3 times Annual Compensation or \$1,000,000
Maximum Benefit:	the lesser of 3 times Annual Compensation or \$1,000,000, when combined with the Basic Benefit Maximum Benefit.

Age Based Reductions

When you are age 67 or older, your Life Insurance Benefit will reduce to:

65% of the combined Basic and Voluntary Life Insurance Benefit at age 67

50% of the combined Basic and Voluntary Life Insurance Benefit at age 70, to a maximum of \$40,000

Minimum Benefit: \$25,000

Automatic Increase Feature

If your Voluntary Life Insurance Benefit is based on Annual Compensation, it will automatically increase. The amount of the increase may be up to 25% of the Employee's previous salary. It will automatically increase, subject to the conditions below.

Conditions for Automatic Increase:

1. you provide the Insurance Company with the required notice of an increase in Annual Compensation;
2. you are in Active Service on the effective date of the increase; and
3. the total benefit does not exceed the Guaranteed Issue Amount.

If you are not in Active Service on that date, your benefit will not increase until you return to Active Service.

You will be required to satisfy the Insurability Requirement for an increased amount if:

1. you initially elect a Voluntary Life Insurance Benefit that is less than or equal to the Guaranteed Issue Amount and your benefit plus the automatic increase would exceed it; and
2. you have not been approved by the Insurance Company for a Voluntary Life Insurance Benefit in excess of the Guaranteed Issue Amount.

An Automatic Increase will become effective on the effective date of your increase in Annual Compensation, or if later, the date the Insurance Company approves any required Insurability Requirement.

If you are initially approved for a Voluntary Life Insurance Benefit in excess of the Guaranteed Issue Amount, it will not increase in excess of the Maximum Benefit Amount.

If you revoke this Automatic Increase Feature, you may not elect it at a later date. If you have not enrolled for the Automatic Increase Feature, you must satisfy the Insurability Requirement before any increase based on an increase in Annual Compensation becomes effective.

Re-solicitation Period

During a Re-solicitation Period, or within 31 days after a Life Status Change, if you are currently insured under the Voluntary Life Insurance portion of this Policy, you may increase your Voluntary Life Insurance Benefits, and if you are eligible for the Voluntary Life Insurance portion of this Policy but have not previously enrolled, you may become insured under the Policy, by satisfying the Insurability Requirement. Your insurance will be effective on the date we agree in writing to insure you.

You may reduce Insurance Benefits at any time. A request for a Benefit reduction received during a Re-solicitation Period will become effective on the Policy Anniversary following the Re-solicitation Period. Any other Benefit reduction will be effective on the date we receive the completed change form.

You may reduce Insurance Benefits at any time. A request for a Benefit reduction received during a Re-enrollment Period will become effective on the Policy Anniversary following the Re-enrollment Period. Any other Benefit reduction will be effective on the date we receive the completed change form.

Spouse Benefits

Voluntary Benefit	\$10,000
Guaranteed Issue Amount:	\$10,000
Maximum Benefit:	\$10,000

Dependent Child Benefits

Voluntary Benefit	\$10,000
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The Maximum Benefit for a Dependent Child who is less than 6 months old is \$2,000.

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.

For eligibility purposes, your Spouse must be a lawful Spouse and not legally separated from, divorced from, or widowed by you.

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

You, your Spouse and Dependent Children will be insured for an amount not to exceed the Guaranteed Issue Amount on the date you become eligible, if you are not required to contribute to the cost of this insurance.

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 we receive your enrollment form more than 31 days after you become eligible to elect coverage, 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; and
6. for an Employee, Spouse or Dependent Child, the date the Employer cancels participation under the Policy.

TL-004714

WHEN COVERAGE CONTINUES

Continuation for Temporary Leave of Absence, Layoff 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 layoff, up to 3 months.
3. For an Employer approved family medical leave, up to 12 weeks.

Continuation for Retirees*

If you are an Employee and your Active Service ends because you retire, your Life Insurance Benefits will continue until the earliest of the following dates.

1. The date we terminate the Policy.
2. The day after the end of the period for which required premiums are paid.
3. The date the Employer cancels participation under the Policy.

If you die while your coverage remains in force, the Employee Benefit will be as follows:

Employees who retire prior to their 67th birthday:

Employee Benefit Amount: The combined Basic and Voluntary Life Insurance Benefit in effect on the date immediately prior to retirement, to a maximum of \$125,000.
Minimum: \$25,000

Employees who retire between the ages of 67 and 70:

Employee Benefit Amount: The combined Basic and Voluntary Life Insurance Benefit in effect on the date immediately prior to retirement, to a maximum of \$81,250.
Minimum: \$25,000

Employees who retire on or after age 70:

Employee Benefit Amount: 50% of the combined Basic and Voluntary Life Insurance Benefit in effect on the date immediately prior to retirement, to a maximum of \$40,000. Minimum: \$25,000

If you die while your coverage remains in force, the Spouse and Dependent Child Benefit will be 50% of the Spouse and Dependent Child Life Insurance Benefit in effect on the date immediately prior to retirement.

Waiver of Premium and Permanent Total Disability Benefits will not be paid to a Retired Employee.

* Life Insurance Benefits will only be continued if you meet the criteria of a USG retiree as defined by the Board of Regents Policy Manual, Section 802.0902 Definition of a University System of Georgia Retiree/Eligibility for Retirement or under Section 802.0904 Career Employee.

If voluntary coverage was purchased for the first time on or after January 1, 1988, coverage must be in effect for ten consecutive years immediately prior to retirement. If you do not meet this requirement, only Basic Life Insurance Benefits and Dependent Life Insurance Benefits may be continued into retirement.

Continuation of Coverage for Surviving Dependents

Surviving Dependents of a deceased Employee or Retiree may continue their dependent life insurance under the Policy as follows.

Applicable to Class 2

For Employees with at least 10 years of continuous benefited service who die while in Active Service, and who elected to participate in the dependent life insurance program prior to their death, dependent voluntary life insurance will continue for as long as the dependent qualifies as a Surviving Dependent. The Surviving Dependent will be responsible for the entire cost of the dependent life insurance.

Termination of Coverage

A Surviving Dependent's coverage will end on the earliest of the following dates:

1. The date the Policy is terminated by the Insurance Company.
2. The date coinciding with the end of the last period for which premiums are paid.
3. The date a Surviving Spouse is remarried.
4. The date a Surviving Dependent Child no longer meets the definition of a "Dependent Child" under the Policy.

Definitions

“Surviving Dependent”, “Surviving Spouse”, “Surviving Dependent Child” means a former legal spouse or child of an Employee or Retiree for whom dependent life insurance coverage under the Policy was elected prior to the Employee’s or Retiree’s death.

TL-009910

Permanent Total Disability Benefit

We will pay a Monthly Benefit if you are an Employee under age 60 and your Active Service ends because you are Permanently Totally Disabled. For this benefit to be payable, you must meet the following conditions.

1. You must be Permanently Totally Disabled for 9 straight months.
2. You must be insured under the Policy as an Employee for at least 6 months on the date your disability begins.

Determination of Permanent Total Disability

As an Employee, you will be Permanently Totally Disabled if, because of Injury or Sickness, we determine you are unable to do any work for wage or profit for the rest of your life.

This benefit applies only to you if you are an Employee. No other class of Insured is eligible for this benefit.

Monthly Benefit

Your Monthly Benefit will be \$333.33.

Duration of Benefits

We will pay Monthly Benefits until the earliest of the following dates.

1. The date you are no longer Permanently Totally Disabled.
2. The date the total amount of Monthly Benefits payable to you equal the amount of your Basic Life Insurance Benefits.
3. The date you are paid the 60th Monthly Benefit.

If you die while Monthly Benefits are payable, we will pay your beneficiary the Death Benefit in a single payment reduced by the total amount of Monthly Benefits paid.

If you are no longer Permanently Totally Disabled and return to Active Service, your Basic Life Insurance Benefits will be equal to the Basic and Voluntary Life Insurance Benefits in force on the date you return to Active Service reduced by the total amount of Monthly Benefits paid.

Premium for Basic and Voluntary Life Insurance Benefits will be waived for any month Monthly Benefits are payable to you.

Waiver of Premium – Applicable to Employees with 10 or more years of service

If you are an Employee under age 60 and your Active Service ends due to Disability, Basic and Voluntary Life Insurance Benefits will continue for you, your Spouse and Dependent Children, if any until the earliest of the following dates.

1. The date you are no longer Disabled.
2. The day after the end of the period for which required premiums are paid.
3. The date you no longer qualify for Waiver of Premium.

If you die while premiums are waived, we will pay a Death Benefit only if due proof of continuous Disability is received within one year of your death.

In order to qualify for Waiver of Premium, you must submit due proof that you have been Disabled for 9 months. Such proof must be submitted to us no later than 15 months from the date your Active Service ends. Premiums will be waived from the date the Insurance Company agrees in writing to waive your premiums. After premiums have been waived for 12 months, they will be waived for future periods of 12 months if you remain Disabled and submit due proof that your Disability continues. Satisfactory proof must be submitted to us 3 months before the end of the 12 month period.

The Death Benefit will be equal to the Basic and Voluntary Life Insurance Benefit in effect on the date you became Disabled. However, this benefit will be subject to the provisions of the Policy that reduce or terminate coverage because of age, retirement or a change in eligible class. Automatic increases in Life Insurance Benefits will end while premiums are waived.

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 your continued Disability.

TL-004716

Waiver of Premium – Applicable to Employees with up to 10 years of service

If you are an Employee under age 60 and your Active Service ends due to Disability, Basic and Voluntary Life Insurance Benefits will continue for you until the earliest of the following dates.

1. The date you are no longer Disabled.
2. The day after the end of the period for which required premiums are paid.
3. The date you no longer qualify for Waiver of Premium.
4. 24 Months.

If you die while premiums are waived, we will pay a Death Benefit only if due proof of continuous Disability is received within one year of your death.

In order to qualify for Waiver of Premium, you must submit due proof that you have been Disabled for 9 months. Such proof must be submitted to us no later than 15 months from the date your Active Service ends. Premiums will be waived from the date the Insurance Company agrees in writing to waive your premiums. After premiums have been waived for 12 months, they will be waived for future periods of 12 months if you remain Disabled and submit due proof that your Disability continues. Satisfactory proof must be submitted to us 3 months before the end of the 12 month period.

The Death Benefit will be equal to the Basic and Voluntary Life Insurance Benefit in effect on the date you became Disabled. However, this benefit will be subject to the provisions of the Policy that reduce or terminate coverage because of age, retirement or a change in eligible class. Automatic increases in Life Insurance Benefits will end while premiums are waived.

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 your continued Disability.
4. 24 Months.

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

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.

TL-004750

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, Voluntary 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.

Except for any amount of benefits in excess of the Prior Plan's benefits, this exclusion will not apply to you if you were covered under the Prior Plan for more than two years. If you were not insured for two years under the Prior Plan, credit will be given for the time you were insured.

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

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.

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.

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 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.

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 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.

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.

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 unmarried child if he or she meets the following requirements:

1. A child 14 days of age but less than 19 years old;
2. A child who is 19 or more years old but less than 26 years old, enrolled in a school as a full-time student and primarily supported by you;
3. A child who is 19 or more years old, primarily supported by you and incapable of self-sustaining employment by reason of mental or physical handicap. 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 child born to or legally adopted by you. It includes a child during any waiting period prior to the finalization of the child's adoption. It also means a stepchild living with you.

It also includes a child for whom you are the legal guardian if:

1. A court has named you the guardian of the child's "person and property", and
2. The child lives in your home in a normal parent-child relationship with you, and
3. The child is dependent on you for support.

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.

Flexible Benefits Plan

The Flexible Benefits Plan is the Employee Benefits Plan arrangement sponsored by the Employer for eligible Employees and their eligible dependents.

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.

Life Status Change

A Life Status Change is an event recognized by the Employer's Flexible Benefits Plan as qualifying you to make changes in benefit selections at a time other than an Annual Enrollment Period.

If the Employer does not sponsor a Flexible Benefits Plan or if it is no longer in effect, the following events are Life Status Changes.

1. Marriage
2. Divorce, annulment or legal separation
3. Birth or adoption of a child
4. Death of your spouse
5. Termination of your spouse's employment
6. A change in the benefit plan available to your spouse
7. A change in employment status for you or your spouse that affects your eligibility for benefits

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.

TL-004708

IMPORTANT CHANGES FOR STATE REQUIREMENTS

If you reside in one of the following states, please read the important changes below. The provisions of your certificate are modified for residents of the following states. The modifications listed apply only to residents of that state.

Minnesota residents:

Continuation of Insurance

If an Employee is no longer in Active Service, he or she may be eligible to continue insurance. The following provisions explain the continuation options available under the Policy.

Continuation for Layoff or Termination of Employment

If an Employee's Active Service ends due to a Layoff or Termination of employment and the Policy remains in force, he or she may elect to continue life insurance coverage for himself or herself and an eligible Spouse or Dependent Child. Coverage may be continued until the earlier of the following dates.

1. The date the Employee is covered under another group policy.
2. The greater of 18 months, or the Maximum Benefit Period (if any) shown in the Schedule of Benefits, provided he or she pays the required premium directly to the Employer.

The Employee must elect to continue coverage within 60 days of the date the group coverage would otherwise terminate or within 60 days of the date he or she receives written notice from the Employer, if later. Written notice for the purpose of this section means notification from the Employer of the Employee's right to elect to continue coverage, the required monthly premium, the monthly premium due date and the address of the office of the Employer to which the premium must be sent. Such written notice must be mailed first class by the Employer to the Employee at his or her last known address as on file with the Employer.

At the end of the period for which group coverage has been continued, an Insured is eligible to convert to coverage under an individual policy as set forth in the Life Conversion Privilege provision.

"Layoff" means there is a reduction in your work hours to the extent you are no longer eligible for coverage under the Policy.

"Termination" means your employment with the Employer has voluntarily or involuntarily ended. Termination does not include discharge for gross negligence.

Conversion Privilege for Life Insurance

If the Policy is terminated or amended to terminate any class of Insureds, or the Employer cancels participation under the Policy, the conversion privilege for Minnesota residents is the same as when coverage ends due to termination of employment or membership in the class or classes eligible for coverage under the policy.

Missouri residents:

Regardless of any language to the contrary in the Policy, suicide is no defense to payment of life insurance benefits. However, if an Insured commits suicide within 2 years from the date his or her insurance under the Policy becomes effective, and the Insurance Company can show that the Insured intended suicide at the time he or she applied for the insurance, life insurance benefits will be limited to a refund of premium paid on the Insured's behalf.

North Dakota residents:

The Suicide exclusion, if any, is limited to one year from the effective date of insurance. The suicide exclusion with respect to any increase in death benefits which results from an application of the insured subsequent to the effective date, if any, is limited to one year from the effective date of the increase.

Texas residents:

The coverage amount for an Employee under all Employer-sponsored group life programs is limited to seven (7) times his or her salary, or \$250,000, whichever is greater. If the Employee's Spouse and/or Dependent Children are eligible for coverage, their coverage amounts are subject to the same limit.

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

Class 2
01/2009



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Life • Accident • Disability