

## **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

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

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GROUP POLICY

**POLICYHOLDER:**

TRUSTEE OF THE GROUP INSURANCE  
TRUST FOR EMPLOYERS IN THE  
MANUFACTURING INDUSTRY

**SUBSCRIBER:**

Fresenius Medical Care Holdings, Inc. dba Fresenius  
Medical Care North America

**POLICY NUMBER:**

FLX-980203

**POLICY EFFECTIVE DATE:**

January 1, 2011

**POLICY ANNIVERSARY DATE:**

January 1

This Policy describes the terms and conditions of coverage. It is issued in Delaware and shall be governed by its laws. The Policy goes into effect on the Policy Effective Date, 12:01 a.m. at the Policyholder's address.

In return for the required premium, the Insurance Company and the Policyholder have agreed to all the terms of this Policy.

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## **SCHEDULE OF BENEFITS**

### **Re-Issue Date:**

June 1, 2018. This Policy reflects the terms and conditions of coverage applicable on this date. References throughout the Policy to the Policy Effective Date mean the original effective date of the Policy. If this Policy includes an Active Service requirement and an insured person is not in Active Service on the Re-issue Date, coverage for the insured person will be determined based on the terms of the Policy in effect on the day prior to the Re-issue Date until the date the insured person returns to Active Service.

**Premium Due Date:** The last day of each month

### **Classes of Eligible Employees**

On the pages following the definition of eligible employees there is a Schedule of Benefits for each Class of Eligible Employees listed below. For an explanation of these benefits, please see the Description of Benefits provision.

If an Employee 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.

- |         |  |
|---------|--|
| Class 1 | All active, Full-time Employees of the Employer regularly working a minimum of 30 hours per week, excluding Employees working in San Francisco, CA, New York Dialysis Services, Inc. (NYDS) Employees of the Employer regularly working a minimum of 20 hours per week who were covered under the prior plan as of December 31, 2010, physicians who (i) regularly work at least 30 hours per week in either a joint venture or a clinic managed by a joint venture management service organization (in either case where a portion of such joint venture is owned by the Employer), and (ii) due to their ownership interest in such joint venture are “self-employed individuals” within the meaning of Code section 401(c)(1)(B), and (iii) are eligible for Employer-sponsored fringe benefits under the terms of their Physician Employment and Medical Director Agreement, and Employees who are defined by the Employer as being covered under Union Code 61. |
| Class 2 | All active, Full-time Employees of the Employer working in San Francisco, CA and regularly working a minimum of 30 hours per week.   |
| Class 3 | All active New York Dialysis Services, Inc. (NYDS) Employees of the Employer regularly working a minimum of 20 hours per week who were covered under the Prior Plan as of December 31, 2010.   |
| Class 4 | All disabled Employees of the Employer who were covered under the Prior Plan as of December 31, 2010.  |

- Class 5 All physicians who (i) regularly work at least 30 hours per week in either a joint venture or a clinic managed by a joint venture management service organization (in either case where a portion of such joint venture is owned by the Employer), and (ii) due to their ownership interest in such joint venture are “self-employed individuals” within the meaning of Code section 401(c)(1)(B), and (iii) are eligible for Employer-sponsored fringe benefits under the terms of their Physician Employment and Medical Director Agreement.
- Class 6 Employees who are defined as being covered under Union Code 61.

## **SCHEDULE OF BENEFITS FOR CLASS 1**

### **Eligibility Waiting Period**

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

For Employees hired on or  
before the Policy Effective Date:           After 60 days of Active Service.

For Employees hired after  
the Policy Effective Date:                   After 30 days of Active Service.

Employees who are rehired within 31 days of their termination date will be given credit for any time satisfied towards the Eligibility Waiting Period.

The Eligibility Waiting Period does not apply if an Employee was an active full-time employee of a company acquired by the Employer and satisfied the Eligibility Waiting Period under the former company's plan. If the Employee did not fully satisfy the Eligibility Waiting Period, credit will be given for any time that was satisfied.

## **LIFE INSURANCE BENEFITS**

### **Employee Benefits**

Basic Benefit	2 times Annual Compensation rounded to the next higher \$1,000, if not already a multiple thereof.
Minimum Benefit:	\$1,000
Guaranteed Issue Amount:	the lesser of 2 times Annual Compensation or \$400,000
Maximum Benefit:	the lesser of 2 times Annual Compensation or \$400,000
Voluntary Benefit	1, 2, 3, 4, 5, 6, 7 or 8 times Annual Compensation rounded to the next higher \$1,000, if not already a multiple thereof.
Minimum Benefit:	\$1,000
Guaranteed Issue Amount:	the greater of a) or b) below: a) the lesser of 3 times Annual Compensation or \$300,000, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	the lesser of 8 times Annual Compensation or \$1,000,000

### **Continuation Options**

For Leave of Absence  
Maximum Benefit Period:           6 months

For Family Medical Leave  
Maximum Benefit Period:           12 weeks

For Disability for Employees over Age 60  
Maximum Benefit Period:           9 months  
Applicable Coverages:           Life Insurance Benefits for the Employee, his or her Spouse and  
Dependent Children, if any

## Extended Death Benefit with Waiver of Premium

### Extended Death Benefit

#### Applicable Coverages

Life Insurance Benefits for the Employee, his or her Spouse and Dependent Children, if any

#### Waiver of Premium

#### Waiver Waiting Period

6 months from the date the Employee's Active Service ends

#### Maximum Benefit Period

To Age 65

#### Applicable Coverages

Life Insurance Benefits for the Employee, his or her Spouse and Dependent Children, if any

### Terminal Illness Benefit

80% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$820,000.

## Automatic Increase Feature

If an Employee's Voluntary Life Insurance Benefit is based on Annual Compensation, it will automatically increase. The amount of the increase may be up to \$25,000. It will automatically increase, subject to the conditions below.

### Conditions for Automatic Increase:

1. the Employer provides the Insurance Company with the required notice of an increase in Annual Compensation; and
2. the Employee is in Active Service on the effective date of the increase.

If an Employee is not in Active Service on that date, his or her benefit will not increase until he or she returns to Active Service.

The Employee may stop the Automatic Increase Feature at any time. If an Employee stops the feature, it may not be restarted at a later date.

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## Re-solicitation Period

During a Re-solicitation Period, or within 31 days after a Life Status Change, an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefits, and an Employee who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy, by satisfying the Insurability Requirement. An Employee's insurance will be effective on the date the Insurance Company agrees in writing to insure the Employee.

An Employee 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 the Insurance Company receives the completed change form.

## **Spouse or Domestic Partner Benefits**

### **Voluntary Benefit**

Option 1	\$15,000
Option 2	\$30,000
Option 3	\$60,000
Option 4	\$90,000
Option 5	\$120,000
Option 6	\$150,000

Guaranteed Issue Amount: the greater of a) or b) below:  
a) \$30,000, or  
b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan

Terminal Illness Benefit 80% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

## **Dependent Child Benefits**

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

The Employee may select one of the options shown above for a Spouse or Domestic Partner. If the Employee elects coverage for Dependent Children, each eligible child will be insured for the amount corresponding to the option selected for the Spouse or Domestic Partner.

All Dependent Child benefits are Guaranteed Issue.

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## **SCHEDULE OF BENEFITS FOR CLASS 2**

### **Eligibility Waiting Period**

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

For Employees hired on or  
before the Policy Effective Date:           After 60 days of Active Service.

For Employees hired after  
the Policy Effective Date:                   After 30 days of Active Service.

Employees who are rehired within 31 days of their termination date will be given credit for any time satisfied towards the Eligibility Waiting Period.

The Eligibility Waiting Period does not apply if an Employee was an active full-time employee of a company acquired by the Employer and satisfied the Eligibility Waiting Period under the former company's plan. If the Employee did not fully satisfy the Eligibility Waiting Period, credit will be given for any time that was satisfied.

## **LIFE INSURANCE BENEFITS**

### **Employee Benefits**

Basic Benefit	2 times Annual Compensation rounded to the next higher \$1,000, if not already a multiple thereof.
Minimum Benefit:	\$1,000
Guaranteed Issue Amount:	the lesser of 2 times Annual Compensation or \$400,000
Maximum Benefit:	the lesser of 2 times Annual Compensation or \$400,000
Voluntary Benefit	1, 2, 3, 4, 5, 6, 7 or 8 times Annual Compensation rounded to the next higher \$1,000, if not already a multiple thereof.
Minimum Benefit:	\$1,000
Guaranteed Issue Amount:	the greater of a) or b) below: a) the lesser of 3 times Annual Compensation or \$300,000, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	the lesser of 8 times Annual Compensation or \$1,000,000

### **Continuation Options**

For Leave of Absence  
Maximum Benefit Period:           6 months

For Family Medical Leave  
Maximum Benefit Period:           12 weeks

For Disability for Employees over Age 60  
Maximum Benefit Period:           9 months  
Applicable Coverages:           Life Insurance Benefits for the Employee, his or her Spouse and  
Dependent Children, if any

## Extended Death Benefit with Waiver of Premium

### Extended Death Benefit

#### Applicable Coverages

Life Insurance Benefits for the Employee, his or her Spouse and Dependent Children, if any

### Waiver of Premium

#### Waiver Waiting Period

6 months from the date the Employee's Active Service ends

#### Maximum Benefit Period

To Age 65

#### Applicable Coverages

Life Insurance Benefits for the Employee, his or her Spouse and Dependent Children, if any

### Terminal Illness Benefit

80% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$820,000.

## Automatic Increase Feature

If an Employee's Voluntary Life Insurance Benefit is based on Annual Compensation, it will automatically increase. The amount of the increase may be up to \$25,000. It will automatically increase, subject to the conditions below.

### Conditions for Automatic Increase:

1. the Employer provides the Insurance Company with the required notice of an increase in Annual Compensation; and
2. the Employee is in Active Service on the effective date of the increase.

If an Employee is not in Active Service on that date, his or her benefit will not increase until he or she returns to Active Service.

The Employee may stop the Automatic Increase Feature at any time. If an Employee stops the feature, it may not be restarted at a later date.

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## Re-solicitation Period

During a Re-solicitation Period, or within 31 days after a Life Status Change, an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefits, and an Employee who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy, by satisfying the Insurability Requirement. An Employee's insurance will be effective on the date the Insurance Company agrees in writing to insure the Employee.

An Employee 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 the Insurance Company receives the completed change form.

## **Spouse or Domestic Partner Benefits**

### **Voluntary Benefit**

Option 1	\$15,000
Option 2	\$30,000
Option 3	\$60,000
Option 4	\$90,000
Option 5	\$120,000
Option 6	\$150,000

Guaranteed Issue Amount: the greater of a) or b) below:  
a) \$30,000, or  
b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan

Terminal Illness Benefit 80% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

## **Dependent Child Benefits**

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

The Employee may select one of the options shown above for a Spouse or Domestic Partner.

All Dependent Child benefits are Guaranteed Issue.

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## **SCHEDULE OF BENEFITS FOR CLASS 3**

### **Eligibility Waiting Period**

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

For Employees hired on or  
before the Policy Effective Date:           After 60 days of Active Service.

For Employees hired after  
the Policy Effective Date:                 After 30 days of Active Service.

Employees who are rehired within 31 days of their termination date will be given credit for any time satisfied towards the Eligibility Waiting Period.

The Eligibility Waiting Period does not apply if an Employee was an active full-time employee of a company acquired by the Employer and satisfied the Eligibility Waiting Period under the former company's plan. If the Employee did not fully satisfy the Eligibility Waiting Period, credit will be given for any time that was satisfied.

## **LIFE INSURANCE BENEFITS**

### **Employee Benefits**

Basic Benefit	2 times Annual Compensation rounded to the next higher \$1,000, if not already a multiple thereof.
Minimum Benefit:	\$1,000
Guaranteed Issue Amount:	the lesser of 2 times Annual Compensation or \$400,000
Maximum Benefit:	the lesser of 2 times Annual Compensation or \$400,000
Voluntary Benefit	1, 2, 3, 4, 5, 6, 7 or 8 times Annual Compensation rounded to the next higher \$1,000, if not already a multiple thereof.
Minimum Benefit:	\$1,000
Guaranteed Issue Amount:	the greater of a) or b) below: a) the lesser of 3 times Annual Compensation or \$300,000, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	the lesser of 8 times Annual Compensation or \$1,000,000

### **Continuation Options**

For Leave of Absence  
Maximum Benefit Period:           6 months

For Family Medical Leave  
Maximum Benefit Period:           12 weeks

For Disability for Employees over Age 60  
Maximum Benefit Period:           9 months  
Applicable Coverages:           Life Insurance Benefits for the Employee, his or her Spouse and  
Dependent Children, if any

## Extended Death Benefit with Waiver of Premium

### Extended Death Benefit

#### Applicable Coverages

Life Insurance Benefits for the Employee, his or her Spouse and Dependent Children, if any

#### Waiver of Premium

#### Waiver Waiting Period

6 months from the date the Employee's Active Service ends

#### Maximum Benefit Period

To Age 65

#### Applicable Coverages

Life Insurance Benefits for the Employee, his or her Spouse and Dependent Children, if any

### Terminal Illness Benefit

80% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$820,000.

## Automatic Increase Feature

If an Employee's Voluntary Life Insurance Benefit is based on Annual Compensation, it will automatically increase. The amount of the increase may be up to \$25,000. It will automatically increase, subject to the conditions below.

### Conditions for Automatic Increase:

1. the Employer provides the Insurance Company with the required notice of an increase in Annual Compensation; and
2. the Employee is in Active Service on the effective date of the increase.

If an Employee is not in Active Service on that date, his or her benefit will not increase until he or she returns to Active Service.

The Employee may stop the Automatic Increase Feature at any time. If an Employee stops the feature, it may not be restarted at a later date.

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## Re-solicitation Period

During a Re-solicitation Period, or within 31 days after a Life Status Change, an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefits, and an Employee who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy, by satisfying the Insurability Requirement. An Employee's insurance will be effective on the date the Insurance Company agrees in writing to insure the Employee.

An Employee 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 the Insurance Company receives the completed change form.

## **Spouse or Domestic Partner Benefits**

### **Voluntary Benefit**

Option 1	\$15,000
Option 2	\$30,000
Option 3	\$60,000
Option 4	\$90,000
Option 5	\$120,000
Option 6	\$150,000

Guaranteed Issue Amount: the greater of a) or b) below:  
a) \$30,000, or  
b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan

Terminal Illness Benefit 80% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

## **Dependent Child Benefits**

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

The Employee may select one of the options shown above for a Spouse or Domestic Partner. If the Employee elects coverage for Dependent Children, each eligible child will be insured for the amount corresponding to the option selected for the Spouse or Domestic Partner.

All Dependent Child benefits are Guaranteed Issue.

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## **SCHEDULE OF BENEFITS FOR CLASS 4**

### **Eligibility Waiting Period**

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

For Employees hired on or  
before the Policy Effective Date: No Waiting Period.

For Employees hired after  
the Policy Effective Date: No Waiting Period.

## **LIFE INSURANCE BENEFITS**

### **Employee Benefits**

Basic Benefit	Amount on file with the Employer and the Insurance Company
Guaranteed Issue Amount:	Amount on file with the Employer and the Insurance Company
Maximum Benefit:	Amount on file with the Employer and the Insurance Company

### **Continuation Options**

For Leave of Absence	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.

For Disability	
Maximum Benefit Period:	The date the Employee is Disabled for 6 continuous months.
Applicable Coverages:	Life Insurance Benefits for the Employee.

Waiver of Premium	This option does not apply to this class of Employee.
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Terminal Illness Benefit	80% of Basic Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.
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### **Spouse Benefits**

This benefit does not apply to this class of Employee.

For Domestic Partner Benefits	This benefit does not apply to this class of Employee.
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### **Dependent Child Benefits**

This benefit does not apply to this class of Employee.

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## **SCHEDULE OF BENEFITS FOR CLASS 5**

### **Eligibility Waiting Period**

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

For Employees hired on or  
before the Policy Effective Date:           After 60 days of Active Service.

For Employees hired after  
the Policy Effective Date:                 After 30 days of Active Service.

Employees who are rehired within 31 days of their termination date will be given credit for any time satisfied towards the Eligibility Waiting Period.

The Eligibility Waiting Period does not apply if an Employee was an active full-time employee of a company acquired by the Employer and satisfied the Eligibility Waiting Period under the former company's plan. If the Employee did not fully satisfy the Eligibility Waiting Period, credit will be given for any time that was satisfied.

## **LIFE INSURANCE BENEFITS**

### **Employee Benefits**

Basic Benefit	2 times Annual Compensation rounded to the next higher \$1,000, if not already a multiple thereof.
Minimum Benefit:	\$1,000
Guaranteed Issue Amount:	the lesser of 2 times Annual Compensation or \$400,000
Maximum Benefit:	the lesser of 2 times Annual Compensation or \$400,000
Voluntary Benefit	1, 2, 3, 4, 5, 6, 7 or 8 times Annual Compensation rounded to the next higher \$1,000, if not already a multiple thereof.
Minimum Benefit:	\$1,000
Guaranteed Issue Amount:	the greater of a) or b) below: a) the lesser of 3 times Annual Compensation or \$300,000, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	the lesser of 8 times Annual Compensation or \$1,000,000

### **Continuation Options**

For Leave of Absence  
Maximum Benefit Period:           6 months

For Family Medical Leave  
Maximum Benefit Period:           12 weeks

For Disability for Employees over Age 60  
Maximum Benefit Period:           9 months  
Applicable Coverages:           Life Insurance Benefits for the Employee, his or her Spouse and  
Dependent Children, if any



## Extended Death Benefit with Waiver of Premium

### Extended Death Benefit

#### Applicable Coverages

Life Insurance Benefits for the Employee, his or her Spouse and Dependent Children, if any

#### Waiver of Premium

#### Waiver Waiting Period

6 months from the date the Employee's Active Service ends

#### Maximum Benefit Period

To Age 65

#### Applicable Coverages

Life Insurance Benefits for the Employee, his or her Spouse and Dependent Children, if any

### Terminal Illness Benefit

80% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$820,000.

## Automatic Increase Feature

If an Employee's Voluntary Life Insurance Benefit is based on Annual Compensation, it will automatically increase. The amount of the increase may be up to \$25,000. It will automatically increase, subject to the conditions below.

### Conditions for Automatic Increase:

1. the Employer provides the Insurance Company with the required notice of an increase in Annual Compensation; and
2. the Employee is in Active Service on the effective date of the increase.

If an Employee is not in Active Service on that date, his or her benefit will not increase until he or she returns to Active Service.

The Employee may stop the Automatic Increase Feature at any time. If an Employee stops the feature, it may not be restarted at a later date.

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## Re-solicitation Period

During a Re-solicitation Period, or within 31 days after a Life Status Change, an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefits, and an Employee who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy, by satisfying the Insurability Requirement. An Employee's insurance will be effective on the date the Insurance Company agrees in writing to insure the Employee.

An Employee 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 the Insurance Company receives the completed change form.

## **Spouse or Domestic Partner Benefits**

### **Voluntary Benefit**

Option 1	\$15,000
Option 2	\$30,000
Option 3	\$60,000
Option 4	\$90,000
Option 5	\$120,000
Option 6	\$150,000

Guaranteed Issue Amount: the greater of a) or b) below:  
a) \$30,000, or  
b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan

Terminal Illness Benefit 80% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

## **Dependent Child Benefits**

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

The Employee may select one of the options shown above for a Spouse or Domestic Partner. If the Employee elects coverage for Dependent Children, each eligible child will be insured for the amount corresponding to the option selected for the Spouse or Domestic Partner.

All Dependent Child benefits are Guaranteed Issue.

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## **SCHEDULE OF BENEFITS FOR CLASS 6**

### **Eligibility Waiting Period**

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

For Employees hired on or  
before the Policy Effective Date:           After 60 days of Active Service

For Employees hired after  
the Policy Effective Date:                 After 30 days of Active Service.

Employees who are rehired within 31 days of their termination date will be given credit for any time satisfied towards the Eligibility Waiting Period.

The Eligibility Waiting Period does not apply if an Employee was an active full-time employee of a company acquired by the Employer and satisfied the Eligibility Waiting Period under the former company's plan. If the Employee did not fully satisfy the Eligibility Waiting Period, credit will be given for any time that was satisfied.

## **LIFE INSURANCE BENEFITS**

### **Employee Benefits**

Basic Benefit	2 times Annual Compensation
Minimum Benefit:	\$1,000
Guaranteed Issue Amount:	the lesser of 2 times Annual Compensation or \$400,000
Maximum Benefit:	the lesser of 2 times Annual Compensation or \$400,000

The Benefit Amount, Guaranteed Issue Amount and Maximum Benefit will be rounded to the next higher \$1,000, if not already a multiple thereof.

### **Continuation Options**

For Leave of Absence	
Maximum Benefit Period:	6 months

For Family Medical Leave	
Maximum Benefit Period:	12 weeks

For Disability for Employees over Age 60	
Maximum Benefit Period:	9 months
Applicable Coverages:	Life Insurance Benefits for the Employee

### **Extended Death Benefit with Waiver of Premium**

Extended Death Benefit	
Applicable Coverages	Basic Life Insurance Benefits for the Employee

### **Waiver of Premium**

Waiver Waiting Period	6 months from the date the Employee's Active Service ends
Maximum Benefit Period	To Age 65
Applicable Coverages	Basic Life Insurance Benefits for the Employee

**Terminal Illness Benefit**

The insured can elect up to 80% of Basic Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

**Spouse Benefits**

This benefit does not apply to this class of Employee.

For Domestic Partner Benefits

This benefit does not apply to this class of Employee.

**Dependent Child Benefits**

This benefit does not apply to this class of Employee.

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## **ELIGIBILITY FOR INSURANCE**

### **Classes of Eligible Persons**

A person may be insured only once under the Basic Life portion of the Policy even though he or she may be eligible under more than one class. A person may also be insured only once under the Voluntary Life portion of the Policy as an Employee, Spouse or Dependent Child, even though he or she may be eligible under more than one class.

### **Employee**

An Employee in one of the Classes of Eligible Employees shown in the Schedule of Benefits is eligible to be insured on the Policy Effective Date or the day after he or she completes the applicable Eligibility Waiting Period, if later. The Eligibility Waiting Period will not apply to an Employee, in Active Service on the Policy Effective Date, who was covered under the Prior Plan and satisfied the Eligibility Waiting Period, if any, of that plan. Credit will be given for any time that was satisfied.

If a person has previously converted his or her insurance under the Policy, he or she will not become eligible until the 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 the Employee's Life Insurance Benefits based on age or a change in class unless those conditions no longer affect the amount of coverage available to the Employee.

Except as noted in the Reinstatement Provision, if an Employee terminates coverage and later wishes to reapply, or if a former Employee is rehired, a new Eligibility Waiting Period must be satisfied. An Employee is not required to satisfy a new Eligibility Waiting Period if insurance ends because he or she is no longer in a Class of Eligible Employees, but continues to be employed by the Employer, and within 31 days becomes a member of an eligible class.

### **Spouse**

If an Insured is eligible to elect Spouse coverage, the Spouse is eligible to be insured on the date the Employee is eligible or the date he or she becomes a Spouse of an Employee, if later.

For the purpose of eligibility, the Spouse must be the lawful Spouse of the Employee and not legally separated or divorced from, or widowed by the Employee.

### **Dependent Child**

If an Insured is eligible to elect Dependent Child coverage, the Dependent Child is eligible to be insured on the date the Insured is eligible or on the date the child qualifies as a Dependent Child, if later.

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

TL-004710

## **ENROLLING FOR INSURANCE**

### **Initial Solicitation**

During the Initial Solicitation Period an Employee, his or her eligible Spouse or Dependent Child currently insured under the Prior Plan may increase his or her Voluntary Life Insurance Benefit under this Policy, and an Employee, his or her eligible Spouse or Dependent Child who were eligible but had not enrolled for coverage under the Prior Plan may become insured under the Policy, by satisfying the Insurability Requirement. Insurance will be effective on the date the Company agrees in writing to insure that eligible person. Coverage will not become effective for an Employee, his or her eligible Spouse or Dependent Child if an Employee is not actively at work, due to Injury or Sickness, on the date his or her coverage would otherwise become effective under this policy. Coverage will become effective on the date the Employee returns to Active Service.

If an Employee's eligible dependent is (a) an inpatient in a hospital, hospice, rehabilitation or convalescence center, or custodial care facility; or (b) confined to his or her home under the care of a Physician on the date insurance would otherwise be effective, it will be effective on the date the dependent is no longer an inpatient in these facilities or confined at home. If such dependent was covered by the Prior Plan immediately prior to the Policy Effective Date, this provision will not apply to the amount of coverage in effect as of the Policy Effective Date, but will apply to any increase in coverage.

An Employee or his or her eligible Spouse may become insured for an amount in excess of the Guaranteed Issue Amount only if he or she satisfies the Insurability Requirement. Any excess amount will be effective on the date the Insurance Company agrees in writing to insure that eligible person.

### **EFFECTIVE DATE OF INSURANCE**

An Employee, his or her eligible Spouse or Dependent Child will be insured for an amount not to exceed the Guaranteed Issue Amount on the date he or she becomes eligible, if the Employee is not required to contribute to the cost of this insurance.

An Employee or his or her eligible Spouse will be insured for an amount that exceeds the Guaranteed Issue Amount on the date the Insurance Company agrees in writing to insure that eligible person. The Insurance Company will require the eligible person to satisfy the Insurability Requirement before it agrees to insure him or her.

An Employee who is required to contribute to the cost of this insurance may elect insurance for himself or herself and an eligible Spouse or Dependent Child only by authorizing payroll deduction in a form approved by the Employer and the Insurance Company. The effective date of this insurance depends on the date and amount of insurance elected.

If an individual elects coverage within 31 days after becoming eligible to enroll, or for any increases, the Guaranteed Issue Amount will be effective on the latest of the following dates:

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

If Employee or Spouse coverage is elected in an amount that exceeds the Guaranteed Issue Amount or an enrollment form is received more than 31 days after becoming eligible to elect coverage, this insurance will be effective on the date the Insurance Company agrees in writing to insure that eligible person. The Insurance Company will require the eligible person to satisfy the Insurability Requirement before it agrees to insure him or her.

If coverage for a Dependent Child is in force and another Dependent Child becomes eligible, coverage for that child is effective on the date the child qualifies as a Dependent Child.

If an eligible Employee is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to Active Service.

If an eligible Spouse or Dependent Child is:

1. an inpatient in a hospital, hospice, rehabilitation or convalescence center, or custodial care facility; or
  2. confined to his or her home under the care of a Physician
- on the date insurance would otherwise be effective, it will be effective on the date he or she is no longer an inpatient in these facilities or confined at home. If such Spouse or Dependent Child was covered by the Prior Plan immediately prior to the Policy Effective Date, this provision will not apply to the amount of coverage in effect as of the Policy Effective Date, but will apply to any increase in coverage.

TL-004712

### **Takeover Provision**

#### *Special Terms Applicable to Previously Insured Employees Not in Active Service*

Employees not in Active Service on the Policy Effective Date are not covered under the Policy.

However, the Insurance Company agrees to provide a death benefit equal to the lesser of:

1. the amount due under this Policy (without regard to the Active Service provision), or
2. the amount that would have been due under the Prior Plan had it remained in force.

The benefit amount will be reduced by any amount paid by the Prior Plan, or that would have been paid had this Policy not been issued and had timely filing of the claim been made under the Prior Plan.

These special terms will end on the earliest of the following dates:

1. the date the Employee meets the Active Service requirements;
2. the date insurance terminates for one of the reasons stated in the Termination of Insurance provision;
3. 12 months after the Policy Effective Date; or
4. the last day the Employee would have been covered under the Prior Plan if that plan was still in force.

TL-009020

## **TERMINATION OF INSURANCE**

An Insured's coverage will end on the earliest of the following dates:

1. the date the Employee is eligible for coverage under a plan intended to replace this coverage;
2. the date the Policy is terminated by the Insurance Company;
3. the date the Insured is no longer in an eligible class;
4. the date coinciding with the end of the last period for which premiums are paid;
5. the date an Employee is no longer in Active Service;
6. for an Employee, Spouse and Dependent Child, the date the Employer cancels participation under the Policy; and
7. the date coverage for the Employee ends, for any insured Spouse and Dependent Child.

TL-004714

## 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. Please see the Schedule of Benefits to determine the applicability of these benefits on a class level.

### **Continuation for Temporary Leave of Absence or Family Medical Leave**

If an Employee's Active Service ends due to an Employer approved unpaid leave of absence, or family medical leave of absence, insurance will continue for up to the Maximum Benefit Period shown in the Schedule of Benefits, if the required premium is paid.

### **Continuation for Disability for Employees over Age 60**

If an Employee becomes Disabled and is 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 the Employee is no longer Disabled.
2. The date following the Maximum Benefit Period shown in the Schedule of Benefits.
3. The date coinciding with the end of the last period for which premiums are paid.
4. The date the Policy is terminated by the Insurance Company.

#### *Amount of Insurance*

If an Employee dies while he or she is Disabled and coverage is continued under this provision, the Insurance Company will pay a Death Benefit equal to the amount in effect on the date the Employee 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. The Insurance Company will pay benefits only if due proof of the Employee's continuous Disability is received within one year of the date of the loss.

"Disability"/"Disabled" means because of Injury or Sickness the Employee is unable to perform all the material duties of his or her Regular Occupation; or is receiving disability benefits under the Employer's plan.

"Regular Occupation" means the occupation the Employee routinely performs at the time the Disability begins. The Insurance Company 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 an Employee becomes Disabled and is 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 the Employee is no longer Disabled; or
2. 9 months after the end of Active Service.

#### *Amount of Insurance*

If an Employee dies while he or she is Disabled and coverage is extended under this provision, the Insurance Company will pay a Death Benefit equal to the amount in effect on the date the Employee 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. The Insurance Company will pay benefits only if due proof of the Employee's continuous Disability is received within one year of the date of the loss.



“Disability”/“Disabled” means because of Injury or Sickness the Employee is unable to perform the material duties of his or her Regular Occupation; or is receiving disability benefits under the Employer’s plan.

“Regular Occupation” means the occupation the Employee routinely performs at the time the Disability begins. The Insurance Company 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 such an Employee submits satisfactory proof that he or she has been continuously Disabled for the Waiver Waiting Period shown in the Schedule of Benefits, coverage will be extended up to the Maximum Benefit Period shown in the Schedule of Benefits.

Such proof must be submitted to the Insurance Company no later than 3 months after the date the Waiver Waiting Period ends. Premiums will be waived from the date the Insurance Company agrees in writing to waive premiums for that Employee.

After premiums have been waived for 12 months, they will be waived for future periods of 12 months, if the Employee remains Disabled and submits satisfactory proof that Disability continues. Satisfactory proof must be submitted to the Insurance Company 3 months before the end of the 12-month period.

### ***Amount of Insurance***

If an Employee dies while he or she is Disabled and coverage is continued under this provision, the Insurance Company will pay a Death Benefit equal to the amount in effect on the date the Employee 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. The Insurance Company will pay benefits only if due proof of the Employee’s continuous Disability is received within one year of the date of the loss.

### ***Termination of Waiver***

Insurance will end for any Employee whose premiums are waived on the earliest of the following dates.

1. The date he or she is no longer Disabled;
2. The date he or she refuses to submit to any physical examination required by the Insurance Company;
3. The date he or she refuses to participate in a Rehabilitation Plan for which the Insurance Company determines him or her to be eligible;
4. The last day of the 12-month period of Disability during which he or she fails to submit satisfactory proof of continued Disability;
5. The date following the end of the Maximum Benefit Period shown in the Schedule of Benefits.

“Disability/Disabled” means because of Injury or Sickness an Employee is unable to perform the material duties of his or her Regular Occupation, or is receiving disability benefits under the Employer’s plan, during the initial 9 months of Disability. Thereafter, the Employee must be unable to perform all of the material duties of any occupation which he or she may reasonably become qualified based on education, training or experience, or is subject to the terms of a Rehabilitation Plan approved by the Insurance Company.

“Regular Occupation” means the occupation the Employee routinely performs at the time the Disability begins. The Insurance Company will consider the duties of the occupation as it is normally performed in the general labor market in the national economy.

### ***Rehabilitation During a Period of Disability***

If the Insurance Company determines that a Disabled Employee is a suitable candidate for rehabilitation, the Insurance Company may require the Employee to participate in an assessment and Rehabilitation Plan, not to exceed 18 months, at our expense. The Insurance Company has the sole discretion to approve the Employee's participation in a Rehabilitation Plan and to approve a program as a Rehabilitation Plan. If an Employee fails to fully cooperate in all required phases of the Rehabilitation Plan and assessment without Good Cause, insurance under the Policy will end.

“Good Cause” means a medical reason preventing participation, in whole or in part, in the Rehabilitation Plan. Satisfactory proof of Good Cause must be provided to the Insurance Company.

“Rehabilitation Plan” means a written plan designed to enable the Employee to return to work. The Rehabilitation Plan will consist of one or more of the following phases:

1. Rehabilitation, under which the Insurance Company may provide, arrange or authorize educational, vocational or physical rehabilitation or other appropriate services;
2. Work, which may include modified work and work on a Part-time basis.

“Part-time” means regularly working less than the number of full time hours set by the Employer as a regular work day for Employees in an Eligible Class of Employees in the Policy.

TL-009745 as modified by TL-009745-1

## **DESCRIPTION OF BENEFITS**

The following provisions explain the benefits available under the Policy. Please see the Schedule of Benefits for the applicability of these benefits on a class level.

## **LIFE INSURANCE BENEFITS**

### **Death Benefit**

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

TL-004730

### **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***

The Insurance Company will pay a Terminal Illness Benefit to an Insured who has been determined by the Insurance Company to be Terminally Ill.

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, the Insurance Company will require the Insured 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 the Insurance Company, including but not limited to radiological, histological or laboratory reports documenting the Terminal Illness.

The Insurance Company may require, at its expense, an examination of the Insured and a review of the documented evidence by a Physician of its choice.

"Terminal Illness" means a person has a prognosis of 12 months or less to live, as diagnosed by a Physician.

TL-004748

### **Conversion Privilege for Life Insurance**

Each Insured may convert all or any portion of his or her Life Insurance that would end under the Policy due to:

1. termination of employment;
2. termination of membership in an eligible class under the Policy;
3. termination of the Policy.

The Insured may apply for any type of life insurance the Insurance Company offers to persons of the same age in the amount applied for, except the Insured may not:

1. choose term insurance;
  2. apply for an amount of insurance greater than the coverage amount terminating under the Policy (also, the conversion policy will not provide accident, disability or other benefits); or
  3. apply for more than \$10,000 of insurance if the Policy is terminated or amended to terminate the insurance for any class of Insureds, or the Employer cancels participation under the Policy.
- Conversion in these cases is only permitted if the Insured has been covered by the Policy or, any group life insurance policy issued to the Employer which the Policy replaced, for at least 3 years.

If the Insured becomes eligible for coverage under any group life policy within 62 days of termination of coverage under this Policy, the Insured may not convert an amount of insurance greater than the amount of coverage terminating under the Policy less the amount for which he or she may be covered under the other policy.

To apply for conversion insurance, the Insured must, within 62 days after coverage under the Policy ends:

1. submit an application to the Insurance Company; and
2. pay the required premium.

Evidence of insurability is not required.

Premium for the conversion insurance will be based on the age and class of risk of the Insured and the type and amount of coverage issued.

If the Insured has assigned ownership of his group coverage, the owner/assignee must apply for the individual policy.

Conversion insurance will become effective on the 31st day after the date coverage under the Policy ends provided the application is received by the Insurance Company and the required premium has been paid.

If the Insured dies during the 31-day conversion period, the Life Insurance benefits will be paid under the Policy regardless of whether he or she applied for conversion insurance. If a conversion policy is issued, it will be in exchange for any further benefits for that type and amount of insurance from this Policy.

#### *Extension of Conversion Period*

If an Insured is eligible for conversion insurance and is not notified of this right at least 31 days prior to the end of the 62-day conversion period, the conversion period will be extended. The Insured will have 31 days from the date notice is given to apply for conversion insurance. In no event will the conversion period be extended beyond 105 days. Notice, for the purpose of this section, means written notice presented to the Insured by the Employer or mailed to the Insured's last known address as reported by the Employer.

If the Insured dies during the extended conversion period, but more than 31 days after his or her coverage under the Policy terminates, Life Insurance benefits:

1. will not be paid under the Policy; and
2. will be payable under the conversion insurance; provided:
  - a. the Insured's application for conversion insurance has been received by the Insurance Company; and
  - b. the required premium has been paid.

#### *Prior Conversion Limitation*

If an Insured is covered under a life insurance conversion policy previously issued by the Insurance Company, he or she will not be eligible for this Conversion Privilege unless the prior coverage has ended.

TL-009740

### **LIFE INSURANCE EXCLUSIONS**

If an Insured commits suicide, while sane or insane, within 2 years from the date his or her 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. Salary increases will not be considered an increase in Life Insurance Benefits.

Except for any amount of benefits in excess of the Prior Plan's benefits, this exclusion will not apply to any person covered under the Prior Plan for more than 2 years. If a person was not insured for 2 years under the Prior Plan, credit will be given for the time he or she was insured.

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

TL-004752b

## **CLAIM PROVISIONS**

### **Notice of Claim**

Written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company 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 the Insurance Company, 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 the Insurance Company 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 the Insurance Company was given as soon as reasonably possible.

### **Claim Forms**

When the Insurance Company receives notice of claim, the Insurance Company will send claim forms for filing proof of loss. If claim forms are not sent within 15 days after notice is received by the Insurance Company, the proof requirements will 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 the Insurance Company, of the nature and extent of the loss.

### **Claimant Cooperation Provision**

Failure of a claimant to cooperate with the Insurance Company in the administration of the claim may result in termination of 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 the Insurance Company in the review of claims and applications for coverage. Any information the Insurance Company provides in these areas is confidential and may not be used or released by the Employer if not permitted by applicable privacy laws.

### **Proof of Loss**

Written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 12 months 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 the Insurance Company, is not given in that 12 month 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 the Insurance Company, must be given not more than one year after that 12 month period. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is provided outside of these time limits, the claim will be denied. These time limits will not apply while the person making the claim lacks legal capacity.

Written proof, or any other electronic/telephonic means authorized by the Insurance Company, of loss for Accelerated Benefits must be furnished 12 months 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 12 months after the date of such loss.

If it is not reasonably possible to submit proof of loss within these time periods, the Insurance Company 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 installments 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. 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. The Insurance Company 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 the Insured's death may, at the Insurance Company's option, be paid either to the Insured's beneficiary or to the executor or administrator of the Insured's estate.

If the Insurance Company pays benefits to the executor or administrator of the Insured's estate or to a person who is incapable of giving a valid release, the Insurance Company may pay up to \$1,000 to a relative by blood or marriage whom it believes is equitably entitled. This good faith payment satisfies the Insurance Company's legal duty to the extent of that payment.

### **Change of Beneficiary**

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

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

**Physical Examination and Autopsy**

The Insurance Company, at its expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably require. The Insurance Company may, at its 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 the Insurance Company, 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 the Employee lives 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**

The Insured will have the right to choose any Physician who is practicing legally. The Insurance Company 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 acceleration of his or her Death Benefit, his or her premium will be based on the amount of coverage he or she has in force on the day before the reduction took place.

**Changes in Premium Rates**

The premium rates may be changed by the Insurance Company from time to time with at least 31 days advance written notice. No change in rates will be made until 60 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, the Insurance Company reserves the right to change the rates even during a period for which the rate is guaranteed if any of the following events take place.

1. The terms of the Policy change.
2. A division, subsidiary, affiliated company or eligible class is added or deleted with a change of more than 15% in the number of insured.
3. There is a change in the factors bearing on the risk assumed.
4. Any federal or state law or regulation is amended to the extent it affects the Insurance Company's benefit obligation.
5. The Insurance Company determines that the Employer has failed to promptly furnish any necessary information requested by the Insurance Company, or has failed to perform any other obligations in relation to the Policy.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

**Reporting Requirements**

The Employer must, upon request, give the Insurance Company any information required to determine who is insured, the amount of insurance in force and any other information needed to administer the plan of insurance.

**Payment of Premium**

The first premium is due on the Policy Effective Date. After that, premiums will be due monthly unless the Employer and the Insurance Company agree on some other method of premium payment.

If any premium is not paid when due, the plan will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

**Notice of Cancellation**

The Employer or the Insurance Company may cancel the Policy as of any Premium Due Date by giving 31 days advance written notice. If a premium is not paid when due, the Policy will automatically be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

**Policy Grace Period**

A Policy Grace Period of 31 days will be granted for the payment of the required premiums under this Policy. This Policy will be in force during the Policy Grace Period. The Employer is liable to the Insurance Company for any unpaid premium for the time this Policy was in force.

**Grace Period for the Insured**

If the 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.

If benefits are paid during the Grace Period for the Insured, the Insurance Company will deduct any overdue premium from the proceeds payable under the Policy.

**Reinstatement of Insurance**

Coverage may be reinstated without satisfying the Insurability Requirement, if an Employee's insurance ends because he or she is on an unpaid leave of absence and he or she applies for Reinstatement within 31 days of his return to Active Service.

After an Insured's coverage has ceased, 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. The Insured is eligible under the Policy.
3. A written request for reinstatement and a new enrollment form are sent to the Insurance Company.
4. The required premium is paid.
5. The Insurability Requirement, if any, is satisfied.



## SCHEDULE OF RATES

The following monthly rates apply to all Classes of Eligible Persons unless otherwise indicated.

### FOR EMPLOYEE BENEFITS

**Basic Life Insurance**                      \$.103 Per \$1,000

#### **Voluntary Life Insurance**

Monthly Rates are based on units of \$1,000

Under Age 20	\$.045	Age 60 - 64	\$.470
Age 20 - 24	\$.045	Age 65 - 69	\$.896
Age 25 - 29	\$.045	Age 70 - 74	\$1.456
Age 30 - 34	\$.056	Age 75 - 79	\$1.456
Age 35 - 39	\$.067	Age 80 - 84	\$1.456
Age 40 - 44	\$.078	Age 85 - 89	\$1.456
Age 45 - 49	\$.112	Age 90 - 94	\$1.456
Age 50 - 54	\$.168	Age 95 and over	\$1.456
Age 55 - 59	\$.314		

A change in rates due to a change in the Employee's age will become effective on the Employee's birthday.

### FOR SPOUSE OR DOMESTIC PARTNER BENEFITS

#### **Voluntary Life Insurance**

Monthly Rates are based on units of \$1,000.

Under Age 20	\$.088	Age 60 - 64	\$.988
Age 20 - 24	\$.088	Age 65 - 69	\$1.750
Age 25 - 29	\$.088	Age 70 - 74	\$3.250
Age 30 - 34	\$.113	Age 75 - 79	\$3.250
Age 35 - 39	\$.125	Age 80 - 84	\$3.250
Age 40 - 44	\$.163	Age 85 - 89	\$3.250
Age 45 - 49	\$.225	Age 90 - 94	\$3.250
Age 50 - 54	\$.363	Age 95 and over	\$3.250
Age 55 - 59	\$.613		

Spouse rates are based on the Employee's date of birth. A change in rates due to a change in the Employee's age will become effective on the Employee's birthday.

### FOR DEPENDENT CHILD BENEFITS

**Voluntary Life Insurance**                      \$1.00 Per Unit

## **GENERAL PROVISIONS**

### **Entire Contract**

The entire contract will be made up of the Policy, the application of the Employer, a copy of which is attached to the Policy, and the applications, if any, of the Insureds.

### **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 coverage.

### **Misstatement of Age**

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

### **Policy Changes**

No change in the Policy will be valid until approved by an executive officer of the Insurance Company. This approval must be endorsed on, or attached to, the Policy. No agent may change the Policy or waive any of its provisions.

### **Workers' Compensation Insurance**

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

### **Certificates**

A certificate of insurance will be delivered to the Employer for delivery to Insureds. Each certificate will list the benefits, conditions and limits of the Policy. It will state to whom benefits will be paid.

### **Assignment of Benefits**

The Insurance Company will not be affected by the assignment of an Insured's certificate until the original assignment or a certified copy of the assignment is filed with the Insurance Company. The Insurance Company 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.

### **Agency**

The Employer and Plan Administrator are agents of the Employee for transactions relating to insurance under the Policy. The Insurance Company is not liable for any of their acts or omissions.

## **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**

An Accident is a sudden, unforeseeable external event that causes bodily Injury to an Insured while coverage is in force under the Policy.

### **Active Service**

An Employee will be considered in Active Service with the Employer on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

1. He or she is actively at work. This means the Employee is performing his or her 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 the Employee to travel.
2. The day is a scheduled holiday, vacation day or period of Employer approved paid leave of absence, other than disability or sick leave after 7 days.

An Employee is considered in Active Service on a day which is not one of the Employer's scheduled work days only if he or she was 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 includes earnings received as commissions, but not bonuses, overtime pay or other extra compensation.

Commissions will be averaged for the 12 months just prior to the date the covered loss occurs, or the months employed, if less than 12 months.

### **Dependent Child**

An Employee's unmarried child who 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 23 years old, enrolled in a school as a full-time student and primarily supported by the Employee;
3. A child who is 19 or more years old, primarily supported by the Employee 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 the Insurance Company within 31 days after the date the child ceases to qualify as a Dependent for the reasons listed above. During the next two years, the Insurance Company may, from time to time, require proof of the continuation of such condition and dependence. After that, the Insurance Company may require proof no more than once a year.

The term "child" means a child born to or legally adopted by the Employee. The term includes a child during any waiting period prior to the finalization of the child's adoption. It also means a stepchild, including a Domestic Partner's child, living with and financially dependent upon the Employee.

### **Employee**

For eligibility purposes, an Employee is an employee of the Employer in one of the "Classes of Eligible Employees." Otherwise, Employee means 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 an agent of the Insured for transactions relating to this insurance. The actions of the Employer shall not be considered the 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 the Employee's eligibility class.

**Initial Solicitation Period**

The period in the calendar year when an eligible Employee who was hired on or before the Policy Effective Date may enroll for the first time for Insurance Benefits under this Policy. This period must be agreed upon by the Employer and the Insurance Company. Refer to Initial Solicitation under the Enrolling for Insurance section of the Policy.

**Injury**

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

**Insurability Requirement**

An eligible person will satisfy the Insurability Requirement for an amount of coverage on the day the Insurance Company agrees in writing to accept him or her as insured for that amount. To determine a person's acceptability for coverage, the Insurance Company will require evidence of good health and may require it be provided at the Employee's expense.

**Insurance Company**

The Insurance Company underwriting the Policy is named on the Policy cover page.

**Insured**

A person who is eligible for insurance under the Policy, for whom insurance is elected, the required premium is paid and 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 an Employee to make changes in benefit selections at a time other than an Annual Enrollment Period.

If there is no Employer sponsored 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 a spouse
5. Termination of a spouse's employment
6. A change in the benefit plan available to the Employee's spouse
7. A change in the Employee's or his or her spouse's employment status that affects either person's 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 an Employee, an Employee's spouse, the immediate family (including parents, children, siblings or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of an Employee or spouse, or a person living in an Employee's household.

**Prior Plan**

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

**Sickness**

Any physical or mental illness.

**Spouse**

The current lawful Spouse of an Employee.

TL-004708

**AMENDATORY RIDER**  
**DOMESTIC PARTNER/CIVIL UNION PARTNER COVERAGE**

Policy No. FLX-980203  
Effective Date: January 1, 2016

Eligible Classes to which this Rider applies: All Classes

This rider amends the Policy and Certificate to which it is attached. It is effective on the Effective Date shown above, and expires when the Policy expires.

Domestic Partner/Civil Union Partner means any of the following:

1. A person with whom the Employee has a registered civil union or domestic partnership under state law which imposes legal obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Domestic Partner or Civil Union Partner unless and until: (1) the civil union or domestic partnership is dissolved under applicable law; or (2) either the Employee or the Domestic Partner/Civil Union Partner marries another person.
2. A person meeting all of the following requirements, with respect to an Employee:
  - a. Shares a permanent residence with the Employee;
  - b. Has resided with the Employee for at least 6 months and is expected to continue to reside with the Employee indefinitely;
  - c. Has not been legally married to any other person within the previous six months, and has no Domestic Partner other than the Employee during the previous six months, and is the Employee's sole Domestic Partner;
  - d. Has signed a Domestic Partner declaration with the Employee, if the Employee resides in a jurisdiction which provides for Domestic Partner declarations;
  - e. Has not signed a Domestic Partner declaration with any other person within the last 6 months;
  - f. Is interdependent with the Employee in three or more of the following ways:
    1. Both partners are registered under any municipal ordinance as domestic partners.
    2. Both partners are jointly parties to a lease, mortgage or deed.
    3. Both partners jointly own one or more motor vehicles.
    4. Both partners jointly own one or more bank or credit accounts.
    5. The Employee has named the Domestic Partner as attorney-in-fact under a durable power of attorney with authority over health care decisions.
    6. The Employee has designated the Domestic Partner as beneficiary under a retirement plan or a life insurance policy.
    7. The Employee has designated the Domestic Partner as beneficiary of the Employee's will.
    8. Each partner has agreed in writing to assume the financial responsibility for the welfare of the other.
  - g. Is not so closely related by blood to the Employee as to prohibit legal marriage in their state of residence;
  - h. Is no less than 18 years of age.

The Employee and Domestic Partner must furnish the Employer and Insurance Company with a signed declaration that the above requirements are met, at the time of enrollment.

All references in the policy to “Spouse” shall be changed to read “Spouse, Domestic Partner, and Civil Union Partner except as follows:

1. The definition of “Spouse” remains unchanged.
2. For purposes of any provision of the policy providing for payment of benefits to relatives of the Employee, a Domestic Partner/Civil Union Partner shall be included only if:
  - a. the Domestic Partner/Civil Union Partner meets the requirements of the definition of Domestic Partner/Civil Union Partner referenced in item 1, or;
  - b. the Employee and Domestic Partner have furnished the Employer or the Insurance Company with a signed statement affirming that the requirements referenced in item 2 within the definition of Domestic Partner are met.
3. A Domestic Partner/Civil Union Partner shall be deemed eligible to be enrolled for insurance on the latest of:
  - a. the date of registration under Item 1 of the definition of Domestic Partner/Civil Union Partner;
  - b. the date that the Employee is eligible for insurance under the Policy; or;
  - c. the effective date of this Amendment to the Policy.
4. A child of a Domestic Partner/Civil Union Partner may only be eligible to be insured if:
  - a. the child is primarily dependent on the Employee for financial support;
  - b. the Employee has a legal obligation of support of the child; or
  - c. the Employee is the child’s legal guardian.

Any provision of the Policy that otherwise excludes any person who is not legally able to marry the Employee is changed by the following:

In the case of any person of the same sex as the Employee, the exclusion of persons legally able to marry will not apply for the first 12 months that the Employee’s state of residence allows same-sex couples to marry.

Except for the above this rider does not change the Policy or Certificate to which it is attached.

LIFE INSURANCE COMPANY OF NORTH AMERICA

A handwritten signature in black ink, appearing to read "William J. Smith". The signature is fluid and cursive, with a large initial "W" and a stylized "S".

William J. Smith, President

TL-007153

**LIFE INSURANCE COMPANY OF NORTH AMERICA**  
**Amendatory Rider**

Subscriber: Fresenius Medical Care Holdings, Inc. dba Fresenius Medical Care North America

Policy No.: FLX-980203      Effective Date: August 22, 2012

Applicable to Class(es): Classes 1, 2, 3, & 5

In consideration of the payment of premiums by the Subscriber, this Rider amends the Policy identified above, and any Certificate delivered under the Policy, as described below. It takes effect on the effective date shown above and shall remain in force while the Policy is in effect and will terminate upon termination of the Policy.

The Policy is amended to {replace} the definition of Dependent Child in the Definitions section with the following definition.

**Dependent Child**

An unmarried child who 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 23 years old, enrolled in a school as a full-time student and primarily supported by the Employee;
3. A child who is 19 or more years old, primarily supported by the Employee 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 the Insurance Company within 31 days after the date the child ceases to qualify as a Dependent for the reasons listed above. During the next two years, the Insurance Company may, from time to time, require proof of the continuation of such condition and dependence. After that, the Insurance Company may require proof no more than once a year.

The term "child" means:

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

Except as provided above, this Rider does not amend the terms of the Policy.

**LIFE INSURANCE COMPANY OF NORTH AMERICA**



William J. Smith, President



## **IMPORTANT CHANGES FOR STATE REQUIREMENTS**

If an Employee resides in one of the following states, the provisions of the certificate are modified for residents of the following states. The modifications listed apply only to residents of that state.

### **California Residents:**

#### **Conversion Privilege for Life Insurance**

Insured Employees and Insured Spouses may convert to an individual policy of life insurance for an amount not greater than the Conversion Amount shown below when the Policy ends, without regard to any requirement that the person be insured under the policy for a specified period of time, if all of the following apply.

- a. The Insured became Totally Disabled while covered for the Life Benefit of the Policy. Totally Disabled means the person is unable to perform all the material duties of any occupation for which he or she may reasonably be qualified based on training, education and experience.
- b. The Insured remained Totally Disabled until the Policy ended while covered for the Life Benefit of this Policy.
- c. The Policy does not provide a Waiver of Premium, Extended Death Benefit Provision or monthly payments to Totally Disabled Insureds for the Life Benefit.
- d. The person meets all other conditions for converting the insurance.

Conversion Amount - Insured's life insurance amount under the Policy on the date the Policy ends minus the amount for which the Insured is insured under a group policy that provides life coverage to employees of the Insured Employee's Employer covered under this Policy. The dollar limit that applies to the amount for conversion at Policy termination does not apply.

The requirement that the Insured be covered under the Policy for the stated number of years in order to convert life insurance does not apply.

### **Minnesota residents:**

The following "Continuation of Life Insurance" provision is applicable to Minnesota residents if the Employer has a minimum of 25 Employees who reside in Minnesota, the Minnesota Employees represent at least 25% of all covered Employees under the Policy, and the Policy does not offer Portability.

**Continuation Of Life Insurance** – This provision shall not apply to the extent that the Policy provides for the right of Employees to continue insurance on a direct billed basis following termination of employment (Portability).

This provision shall apply with respect to Employees whose coverage under the Policy is terminated due to: (i) voluntary or involuntary termination or layoff from employment, for any reason other than gross misconduct; or (ii) reduction in hours such that the Employee is not eligible for insurance under the Policy. This provision shall only apply to Employees who, on such date, are Minnesota residents.

For those Employees subject to this provision, life insurance coverage may be continued under the Policy for 18 months or until the date that the Employee becomes covered under another group policy, whichever is shorter. Coverage provided under this provision will also end if the Policy is terminated.

The premium required for continued coverage shall be the premium under the Policy applicable to the Employee's class and amount of coverage. The Employer may charge an additional amount, not to exceed 2% of such premium, for collecting premium contributions from former Employees. The Employer shall notify the Employee of the right to continue and the required premium contribution. The Employee may elect to continue within 60 days of termination by paying the required premium, and may continue coverage in force by paying the required premium, without demand, on a monthly basis, as of the first of each month, to the Employer. Coverage will end at the end of any month in which the Employee has failed to pay premium to the Employer.

If continued coverage remains in force at the end of the 18 month period, or on termination of the Policy, the Employee may choose any conversion right then available under the Policy.

In the event the Employee dies during the 60 day right to elect period without having become insured under another group policy, or dies while continued coverage is in force, the death benefit will be paid to the beneficiary chosen by the Employee under the terms of the Policy.

Continued coverage will include eligible dependents who were covered on the Employee's date of termination, provided the dependent remains eligible as a dependent of the Employee. In the event that the dependent ceases to be eligible, the dependent may choose any conversion right then available 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 their insurance under the Policy becomes effective, and the Insurance Company can show that the Insured intended suicide at the time they 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.

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
PHILADELPHIA, PA 19192-2235**

We, Fresenius Medical Care Holdings, Inc. dba Fresenius Medical Care North America, whose main office address is Waltham, MA, hereby approve and accept the terms of Group Policy Number FLX-980203 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA to the TRUSTEE OF THE GROUP INSURANCE TRUST FOR EMPLOYERS IN THE MANUFACTURING INDUSTRY.

This form is to be signed in duplicate. One part is to be retained by Fresenius Medical Care Holdings, Inc. dba Fresenius Medical Care North America; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

Fresenius Medical Care Holdings, Inc. dba Fresenius Medical Care North America

Signature and Title: \_\_\_\_\_ Date: \_\_\_\_\_

(This Copy Is To Be Returned To Life Insurance Company of North America)

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**LIFE INSURANCE COMPANY OF NORTH AMERICA  
PHILADELPHIA, PA 19192-2235**

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Fresenius Medical Care Holdings, Inc. dba Fresenius Medical Care North America

Signature and Title: \_\_\_\_\_ Date: \_\_\_\_\_

(This Copy Is To Be Retained By Fresenius Medical Care Holdings, Inc. dba Fresenius Medical Care North America)