



DOROTHEA GLAUSE
RHODE ISLAND JOHN DOE
711 HIGH STREET
GEORGE RI 02903

S655
01/01/2014

GROUP POLICY FOR:

RHODE ISLAND JOHN DOE

ALL MEMBERS
Group Member Life Insurance

Print Date: 07/16/2014

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POLICY RIDER
GROUP INSURANCE

POLICY NO: S655


COVERAGE: Life

EMPLOYER: RHODE ISLAND JOHN DOE

Effective on the later of the Date of Issue of this Group Policy or March 1, 2005, the following will apply to your Policy:

From time to time The Principal may offer or provide certain employer groups who apply for coverage with The Principal a Financial Services Hotline and Grief Support Services or any other value added service for the employees of that employer group. In addition, The Principal may arrange for third party service providers (i.e., optometrists, health clubs), to provide discounted goods and services to those employer groups who apply for coverage with The Principal or who become insureds/enrollees of The Principal. While The Principal has arranged these goods, services and/or third party provider discounts, the third party service providers are liable to the applicants/insureds/enrollees for the provision of such goods and/or services. The Principal is not responsible for the provision of such goods and/or services nor is it liable for the failure of the provision of the same. Further, The Principal is not liable to the applicants/insureds/enrollees for the negligent provision of such goods and/or services by the third party service providers.

EXCEPT AS SPECIFICALLY DESCRIBED IN THIS RIDER, ALL OTHER BENEFITS AND PROVISIONS WILL BE AS DESCRIBED IN THE GROUP POLICY.


Executive Vice President,
General Counsel and Secretary


Chairman, President and CEO

PRINCIPAL LIFE INSURANCE COMPANY
DES MOINES, IOWA 50392-0001

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PRINCIPAL LIFE INSURANCE COMPANY
(called The Principal in this Group Policy)
Des Moines, Iowa 50392-0002

This group insurance policy is issued to:

RHODE ISLAND JOHN DOE

(called the Policyholder in this Group Policy)

The Date of Issue is November 1, 2007.

In return for the Policyholder's application and payment of all premiums when due, The Principal agrees to provide:

MEMBER LIFE INSURANCE

MEMBER ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

DEPENDENT LIFE INSURANCE

subject to the terms and conditions described in this Group Policy.


Executive Vice President,
General Counsel and Secretary


Chairman, President and CEO

GROUP POLICY NO. GL S655
RENEWABLE TERM - NON-PARTICIPATING
CONTRACT STATE OF ISSUE: RHODE ISLAND

This policy has been updated effective January 1, 2014

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This policy has been updated effective January 1, 2014

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PART I - DEFINITIONS

When used in this Group Policy the terms listed below will mean:

Active Work; Actively at Work

A Member will be considered Actively at Work if he or she is able and available for active performance of all of his or her regular duties. Short term absence because of a regularly scheduled day off, holiday, vacation day, jury duty, funeral leave, or personal time off is considered Active Work provided the Member is able and available for active performance of all of his or her regular duties and was working the day immediately prior to the date of his or her absence.

Activities of Daily Living (ADL)

- a. Bathing - the ability to wash oneself in the tub or shower or by sponge with or without equipment or adaptive devices.
- b. Dressing - the ability to put on and take off garments and medically necessary braces or artificial limbs usually worn and to fasten or unfasten them.
- c. Eating/Feeding - the ability to get nourishment into the body by any means once it has been prepared and made available.
- d. Toileting - the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene and to care for clothing.
- e. Transferring - the ability to move in and out of a chair or bed with or without equipment such as canes, quad canes, walkers, crutches, grab bars or other support devices including mechanical or motorized devices.
- f. Continence - the ability to voluntarily control bowel and bladder function, or in the event of incontinence, the ability to maintain a reasonable level of personal hygiene.

Activities of Daily Living (ADL) Disabled; Activities of Daily Living (ADL) Disability

A Member will be considered disabled under this provision if, as a result of sickness or injury, the Member has lost the ability to safely and completely perform two or more Activities of Daily Living without another person's assistance or verbal cueing or the Member has a deterioration or loss in intellectual capacity and needs another person's assistance or verbal cueing for his or her protection or for the protection of others and the Member is Totally Disabled.

Civil Union

This policy has been updated effective January 1, 2014

The legally recognized union of two eligible individuals of the same sex established according to law.

Civil Union Partner

For two persons to establish a Civil Union in Rhode Island, it shall be necessary that they satisfy all of the following criteria:

- a. not be a party to another Civil Union or marriage in Rhode Island;
- b. be of the same sex and therefore be excluded from the marriage laws of Rhode Island or any other state;
- c. be at least 18 years of age;
- d. not be related to the other proposed party to the Civil Union.

NOTE: For the purposes of this Group Policy, the term "spouse" will include Civil Union Partner, except as otherwise provided in this Group Policy.

Date of Issue

The date this Group Policy is placed in force: November 1, 2007.

Dependent

- a. A Member's spouse, if that spouse:
 - (1) is legally married to the Member; and
 - (2) is not in the Armed Forces of any country; and
 - (3) is not insured under this Group Policy as a Member.

A Member's spouse will also include a Civil Union Partner.

- b. A Member's Dependent Child (or Children) as defined below.

Dependent Child; Dependent Children

- a. A Member's natural child or stepchild, if that child is 0 days but less than 26 years of age.
- b. A Member's foster child, if that child:
 - (1) meets the requirements above; and

This policy has been updated effective January 1, 2014

- (2) has been placed with the Member or spouse insured under this Group Policy by an authorized state placement agency or by order of a court; and
 - (3) required documentation has been provided and the child is approved in Writing by The Principal as a Dependent Child.
- c. A Member's adopted child, if that child meets the requirements in a. above and the Member:
- (1) is a party in a law suit in which the Member is seeking the adoption of the child; or
 - (2) has custody of the child under a court order that grants custody of the child to the Member.
- An adopted child will be considered a Dependent Child on the earlier of: the date the petition for adoption is filed; or the date of entry of an order granting the adoptive parent custody of the child for the purpose of adoption.
- d. A Civil Union Partner's child who otherwise qualifies above or if the Member or Civil Union Partner has been appointed the child's guardian under a valid court order.

Developmental Disability

A Dependent Child's substantial handicap, as determined by The Principal, which:

- a. results from mental retardation, cerebral palsy, epilepsy, or other neurological disorder; and
- b. is diagnosed by a Physician as a permanent or long-term continuing condition.

Full-Time Student

A Member's Dependent Child attending a school that has a regular teaching staff, curriculum, and student body and who:

- a. attends school on a full-time basis, as determined by the school's criteria; and
- b. is dependent on the Member for principal support.

Group Policy

The policy of group insurance issued to the Policyholder by The Principal, which describes benefits and provisions for insured Members and Dependents.

Hospital

This policy has been updated effective January 1, 2014

An institution that is licensed as a Hospital by the proper authority of the state in which it is located, but not including any institution, or part thereof, that is used primarily as a clinic, Skilled Nursing Facility, convalescent home, rest home, home for the aged, nursing home, custodial care facility, or training center.

Insurance Month

Calendar Month.

Member

Any PERSON who is a full-time employee of the Policyholder and who regularly works at least 30 hours per week. The employee must be compensated by the Policyholder and either the employer or employee must be able to show taxable income on federal or state tax forms. Work must be at the Policyholder's usual place or places of business, at an alternative worksite at the direction of the Policyholder, or at another place to which the employee must travel to perform his or her regular duties. This excludes any person who is scheduled to work for the Policyholder on a seasonal, temporary, contracted, or part-time basis.

An owner, proprietor, or partner of the Policyholder's business will be deemed to be an eligible employee for purposes of this Group Policy, provided he or she is regularly scheduled to work for the Policyholder at least 30 hours per week and otherwise meets the definition of a Member.

Period of Limited Activity

Any period of time during which a person is:

- a. confined in a Hospital for any cause or confined in a Skilled Nursing Facility; or
- b. Home Confined. "Home Confined" means that, due to sickness or injury, the person is unable to carry on the regular and usual activities of a healthy person of the same age and sex and unable to leave his or her home except to receive medical treatment.

Physical Handicap

A Dependent Child's substantial physical or mental impairment, as determined by The Principal, which:

- a. results from injury, accident, congenital defect, or sickness; and
- b. is diagnosed by a Physician as a permanent or long-term dysfunction or malformation of the body.

Physician

This policy has been updated effective January 1, 2014

- a. A licensed Doctor of Medicine (M.D.) or Osteopathy (D.O.); or
- b. any other licensed health care practitioner that state law requires be recognized as a Physician under this Group Policy.

The term Physician does not include the Member, an employee of the Member, a business or professional partner or associate of the Member, any person who has a financial affiliation or business interest with the Member, anyone related to the Member by blood or marriage, or anyone living in the Member's household.

Policy Anniversary

November 1, 2014 and the same day of each following year.

Policyholder

The entity to whom this Group Policy is issued (see Title Page).

Prior Policy

The Group Term Life coverage of either:

- a. the Policyholder; or
- b. a business entity which has been obtained by the Policyholder through a merger or acquisition;

for which this Group Policy is a replacement.

Proof of Good Health

Written evidence that a person is insurable under the underwriting standards of The Principal. This proof must be provided in a form satisfactory to The Principal.

Qualifying Event

A Qualifying Event for Accelerated Benefits is a medical condition, which would, in the absence of extensive or extraordinary medical treatment; result in a dramatically limited life span. Such conditions may include, BUT ARE NOT LIMITED TO, one or more of the following:

- a. coronary artery disease resulting in an acute infarction or requiring surgery;
- b. permanent neurological deficit resulting from cerebral vascular accident;

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- c. end stage renal failure; or
- d. acquired immune deficiency syndrome (AIDS).

Signed or Signature

Any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper or electronic media, and which is consistent with applicable law and is agreed to by The Principal.

Skilled Nursing Facility

An institution (including one providing sub-acute care), or distinct part thereof, that is licensed by the proper authority of the state in which it is located to provide skilled nursing care and that:

- a. is supervised on a full-time basis by a Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.) or a licensed registered nurse (R.N.); and
- b. has transfer arrangements with one or more Hospitals, a utilization review plan, and operating policies developed and monitored by a professional group that includes at least one M.D. or D.O.; and
- c. has an existing contract for the services of an M.D. or D.O., maintains daily records on each patient, and is equipped to dispense and administer drugs; and
- d. provides 24-hour nursing care and other medical treatment.

Not included are rest homes, homes for the aged, nursing homes, or places for treatment of mental disease, drug addiction, or alcoholism.

Terminally Ill

A Member will be considered Terminally Ill, for Accelerated Benefits, if he or she has experienced a Qualifying Event and is expected to die within 12 months of the date he or she requests payment of Accelerated Benefits.

Total Disability; Totally Disabled

A Member's inability, as determined by The Principal, due to sickness or injury, to perform the majority of the material duties of any occupation for which he or she is or may reasonably become qualified based on education, training or experience.

Written or Writing

This policy has been updated effective January 1, 2014

A record which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

This policy has been updated effective January 1, 2014

PART II - POLICY ADMINISTRATION

Section A - Contract

Article 1 - Entire Contract

This Group Policy, the current Certificate, the attached Policyholder application, and any Member applications make up the entire contract. The Principal is obligated only as provided in this Group Policy and is not bound by any trust or plan to which it is not a signatory party.

Article 2 - Policy Changes

Insurance under this Group Policy runs annually to the Policy Anniversary, unless sooner terminated. No agent, employee, or person other than an officer of The Principal has authority to change this Group Policy, and, to be effective, all such changes must be in Writing and Signed by an officer of The Principal.

The Principal reserves the right to change this Group Policy as follows:

- a. Any or all provisions of this Group Policy may be amended or changed at any time, including retroactive changes, to the extent necessary to meet the requirements of any law or any regulation issued by any governmental agency to which this Group Policy is subject.
- b. Any or all provisions of this Group Policy may be amended or changed at any time when The Principal determines that such amendment is required for consistent application of policy provisions.
- c. By Written agreement between The Principal and the Policyholder, this Group Policy may be amended or changed at any time as to any of its provisions.

Any change to this Group Policy, including, but not limited to, those in regard to coverage, benefits, and participation privileges, may be made without the consent of any Member or Dependent.

Payment of premium beyond the effective date of the change constitutes the Policyholder's consent to the change.

Article 3 - Policyholder Eligibility Requirements

To be an eligible group and to remain an eligible group, the Policyholder must:

This policy has been updated effective January 1, 2014

- a. be actively engaged in business for profit within the meaning of the Internal Revenue Code, or be established as a legitimate nonprofit corporation within the meaning of the Internal Revenue Code; and
- b. make at least the level of premium contributions required for insurance on its eligible Members. The Policyholder must:
 - (1) contribute at least 50% of the required premium for all Members (including disabled Members, if any); and
- c. if the Member is to contribute part of the premium, maintain the following participation percentages with respect to eligible employees and Dependents, excluding those for whom Proof of Good Health is not satisfactory to The Principal:
 - (1) Employees:
 - at least 75% of all eligible employees must enroll;
 - (2) Dependents:
 - maintain a Dependent participation of at least 75% of eligible Dependents; and
- d. if the Member is to contribute no part of the premium, 100% of eligible employees and Dependents must enroll.

Article 4 - Policy Incontestability

In the absence of fraud, after this Group Policy has been in force two years, The Principal may not contest its validity except for nonpayment of premium.

Article 5 - Individual Incontestability

All statements made by any individual insured under this Group Policy will be representations and not warranties. In the absence of fraud, these statements may not be used to contest an insured person's insurance unless:

- a. the insured person's insurance has been in force for less than two years during the insured's lifetime; and
- b. the statement is in Written form Signed by the insured person; and

This policy has been updated effective January 1, 2014

- c. a copy of the form which contains the statement is given to the insured or the insured's beneficiary at the time insurance is contested.

However, these provisions will not preclude the assertion at any time of defenses based upon the person's ineligibility for insurance under this Group Policy or upon the provisions of this Group Policy.

In addition, if an individual's age is misstated, The Principal may at any time adjust premium and benefits to reflect the correct age.

Article 6 - Information to be Furnished

The Policyholder must, upon request, give The Principal all information needed to administer this Group Policy. If a clerical error is found in this information, The Principal may at any time adjust premium to reflect the facts. An error will not invalidate insurance that would otherwise be in force. Neither will an error continue insurance that would otherwise be terminated.

The Principal may inspect, at any reasonable time, all Policyholder records, which relate to this Group Policy.

Article 7 - Certificates

The Principal will give the Policyholder Certificates for delivery to insured Members. The delivery of such Certificates will be in either paper or electronic format. The Certificates will be evidence of insurance and will describe the basic features of the coverage. They will not be considered a part of this Group Policy.

Article 8 - Assignments

No assignments of Member Life Insurance will be allowed under this Group Policy.

Article 9 - Dependent Rights

A Dependent will have no rights under this Group Policy except as set forth in PART III, Section F, Article 2.

Article 10 - Policy Interpretation

This policy has been updated effective January 1, 2014

The Principal has complete discretion to construe or interpret the provisions of this group insurance policy, to determine eligibility for benefits, and to determine the type and extent of benefits, if any, to be provided. The decisions of The Principal in such matters shall be controlling, binding and final as between The Principal and persons covered by this Group Policy, subject to the Claims Procedures in PART IV, Section D.

Article 11 - Electronic Transactions

Any transaction relating to this Group Policy may be conducted by electronic means if performance of the transaction is consistent with applicable state and federal law.

Any notice required by the provisions of this Group Policy given by electronic means will have the same force and effect as notice given in writing.

This policy has been updated effective January 1, 2014

Section B - Premiums

Article 1 - Payment Responsibility; Due Dates; Grace Period

The Policyholder is responsible for collection and payment of all premiums due while this Group Policy is in force. Payments must be sent to the home office of The Principal in Des Moines, Iowa.

The first premium is due on the Date of Issue of this Group Policy. Each premium thereafter will be due on the first of each Insurance Month. Except for the first premium, a Grace Period of 31 days will be allowed for payment of premium. "Grace Period" means the first 31-day period following a premium due date. The Group Policy will remain in force until the end of the Grace Period, unless the Group Policy has been terminated by notice as described in PART II, Section C. The Policyholder will be liable for payment of the premium for the time this Group Policy remains in force during the Grace Period.

Article 2 - Premium Rates

The premium rate(s) for each Member insured for Life Insurance will be:

- a. Member Life Insurance
\$0.210 for each \$1,000 of insurance in force.
- b. Member Accidental Death and Dismemberment Insurance
\$0.025 for each \$1,000 of Member Life Insurance in force.
- c. Dependent Life Insurance
\$1.46 for each Member insured for Dependent Life Insurance.

If the Policyholder has at least two other eligible group insurance policies underwritten by The Principal, as determined by The Principal, the Policyholder may be eligible for a multiple policy discount.

Article 3 - Premium Rate Changes

The Principal may change a premium rate:

- a. on any premium due date, if the initial premium rate has then been in force 24 months or more and if Written notice is given to the Policyholder at least 31 days before the date of change; or

This policy has been updated effective January 1, 2014

PART II - POLICY ADMINISTRATION

- b. on any date the definition of Member or Dependent is changed; and
- c. on any date the Policyholder's business, as specified on the Policyholder application, is changed; and
- d. on any date that a schedule of insurance or class of insured Members is changed; and
- e. on any premium due date, if the Policyholder has been receiving a multiple policy discount rate and the Policyholder drops below the minimum number of coverages to receive such discount rate; and
- f. on any date the premium contribution required of Members is changed; and
- g. with respect to Member Life Insurance, on any Policy Anniversary, if the average age, average Scheduled Benefit amount, or the male/female distribution for then insured Members has changed since the last Policy Anniversary; and
- h. on any Policy Anniversary, if the volume of insurance for then insured Members has increased or decreased by more than 25% since the last Policy Anniversary.

If the Policyholder has other group insurance with The Principal, and if life coverage is initially added on a date other than the Policy Anniversary and it is more than six months before the next Policy Anniversary, The Principal reserves the right to change the premium rate on the next Policy Anniversary. Written notice will be given to the Policyholder at least 31 days before the date of change.

If the Policyholder agrees to participate in the electronic services program of The Principal and, at a later date elects to withdraw from participation, such withdrawal may result in certain administrative fees being charged to the Policyholder.

Article 4 - Premium Amount

The amount of premium to be paid on each due date will be determined in these ways:

- a. Member Life Insurance
The total volume of insurance in force will be divided by 1,000. The result will then be multiplied by the premium rate then in effect.
- b. Member Accidental Death and Dismemberment Insurance
The total volume of insurance in force will be divided by 1,000. The result will then be multiplied by the premium rate then in effect.
- c. Dependent Life Insurance

This policy has been updated effective January 1, 2014

PART II - POLICY ADMINISTRATION

The number of Members insured for Dependent Life Insurance will be multiplied by the premium rate then in effect.

To ensure accurate premium calculations, the Policyholder is responsible for reporting to The Principal, the following information during the stated time periods:

- a. Members who are eligible to become insured are to be reported during the month prior to or during the month that coverage becomes effective.
- b. Members whose coverage has terminated are to be reported within a month of the date coverage terminated.
- c. Changes in Member insurance class are to be reported within a month of the date that the change in insurance class took place.

If a Member is added or a present Member's insurance is increased or terminated on other than the first of an Insurance Month, premium for that Member will be adjusted and applied as if the change were to take place on the first of the next following Insurance Month.

Article 5 - Contributions from Members

Members are not required to contribute a part of the premium for their Member insurance under this Group Policy.

Members are required to contribute a part of the premium for their Dependent's insurance under this Group Policy.

This policy has been updated effective January 1, 2014

PART II - POLICY ADMINISTRATION

Section C - Policy Termination

Article 1 - Failure to Pay Premium

This Group Policy will terminate at the end of the Grace Period if total premium due has not been received by The Principal before the end of the Grace Period. Failure by the Policyholder to pay the premium within the Grace Period will be deemed notice by the Policyholder to The Principal to discontinue this Group Policy at the end of the Grace Period.

Article 2 - Termination Rights of the Policyholder

The Policyholder may terminate this Group Policy effective on the day before any premium due date by giving Written notice to The Principal prior to that premium due date. The Policyholder's issuance of a stop-payment order for any amounts used to pay premiums for the Policyholder's coverage will be considered Written notice from the Policyholder.

Article 3 - Termination Rights of The Principal

The Principal may nonrenew or terminate this Group Policy by giving the Policyholder 31 days advance notice in Writing, if the Policyholder:

- a. ceases to be actively engaged in business for profit within the meaning of the Internal Revenue Code, or be established as a legitimate nonprofit corporation within the meaning of the Internal Revenue Code; or
- b. fails to maintain the participation percentages requirements of PART II, Section A with respect to eligible employees, excluding those for whom Proof of Good Health is not satisfactory to The Principal; or
- c. fails to maintain three or more insured employees under this Group Policy; or
- d. fails to pay premium in accordance with the requirements of PART II, Section B; or
- e. has performed an act or practice that constitutes fraud or has made an intentional misrepresentation of material fact under the terms of this Group Policy; or
- f. does not promptly provide The Principal with information that is reasonably required; or
- g. fails to perform any of its obligations that relate to this Group Policy.

This policy has been updated effective January 1, 2014

The Principal may terminate the Policyholder's coverage on any premium due date if the Policyholder relocates to a state where this Group Policy is not marketed, by giving the Policyholder 31 days advanced notice in Writing.

Article 4 - Policyholder Responsibility to Members

If this Group Policy terminates for any reason, the Policyholder must:

- a. notify each Member of the effective date of the termination; and
- b. refund or otherwise account to each Member all contributions received or withheld from Members for premiums not actually paid to The Principal.

This policy has been updated effective January 1, 2014

Section D - Policy Renewal

Article 1 - Renewal

Insurance under this Group Policy runs annually to the Policy Anniversary, unless sooner terminated.

While this Group Policy is in force, and subject to the provisions in PART II, Section C, the Policyholder may renew at the applicable premium rates in effect on the Policy Anniversary.

This policy has been updated effective January 1, 2014

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

Section A - Eligibility

Article 1 - Member Life Insurance

A person will be eligible for Member Life Insurance on the date the person completes 30 consecutive days of continuous Active Work with the Policyholder as a Member.

In no circumstance will a person be eligible for Member Life Insurance under this Group Policy if the person is eligible under any other Group Term Life Insurance policy underwritten by The Principal.

Article 2 - Member Accidental Death and Dismemberment Insurance

A person will be eligible for Member Accidental Death and Dismemberment Insurance on the latest of:

- a. the date the person is eligible for Member Life Insurance; or
- b. the date the person enters a class for which Member Accidental Death and Dismemberment Insurance is provided under this Group Policy; or
- c. the date Member Accidental Death and Dismemberment Insurance is added to this Group Policy.

Article 3 - Dependent Life Insurance

A person will be eligible for Dependent Life Insurance on the latest of:

- a. the date the person is eligible for Member Life Insurance; or
- b. the date the person first acquires a Dependent; or
- c. the date the person enters a class for which Dependent Life Insurance is provided under this Group Policy; or
- d. the date Dependent Life Insurance is added to this Group Policy.

This policy has been updated effective January 1, 2014

This policy has been updated effective January 1, 2014

Section B - Effective Dates

Article 1 - Member Life Insurance

a. Actively at Work

A Member's effective date for Member Life Insurance will be as explained in this article, if the Member is Actively at Work on that date. If the Member is not Actively at Work on the date insurance would otherwise be effective, such insurance will not be in force until the day of return to Active Work.

However, this Actively at Work requirement will be waived for Members who:

- (1) are absent from Active Work because of a regularly scheduled day off, holiday, or vacation day; and
- (2) were Actively at Work on their last scheduled work day before the date of their absence; and
- (3) were capable of Active Work on the day before the scheduled effective date of their insurance or change in their insurance, whichever is applicable.

This Actively at Work requirement may also be waived as described below.

When insurance under this Group Policy replaces coverage under a Prior Policy, the Active Work requirement may be waived for those Members who:

- (1) are eligible and enrolled under this Group Policy on its Date of Issue; and
- (2) were covered under the Prior Policy on the date of its termination.

In no event will the Active Work requirement be waived for those Members who, on the date of termination of the Prior Policy, either:

- (1) had the option, under the terms of the Prior Policy, to convert their coverage under the Prior Policy to an individual policy; or
- (2) were eligible under the terms of the Prior Policy, to have their premiums waived due to ADL Disability or Total Disability.

NOTE: When insurance under this Group Policy replaces coverage under a Prior Policy and the Active Work requirement is waived, any benefits payable will be the lesser of the Scheduled Benefit of this Group Policy or the amount that would have been paid by the Prior Policy had it remained in force.

b. Effective Date for Initial Insurance When Proof of Good Health is Required

This policy has been updated effective January 1, 2014

Insurance for which Proof of Good Health is required (see e. below) will be in force on the later of:

- (1) the date insurance would have been effective if Proof of Good Health had not been required; or
- (2) the date Proof of Good Health is approved by The Principal.

c. Effective Date for Initial Noncontributory Insurance When Proof of Good Health is not Required

Unless Proof of Good Health is required (see b. above and e. below), insurance for which the Member contributes no part of premium will be in force on the date the Member is eligible.

d. Effective Date for Initial Contributory Insurance When Proof of Good Health is not Required

If a Member is to contribute a part of premium, insurance must be requested in a form provided by The Principal. Unless Proof of Good Health is required (see b. above and e. below), the requested insurance will be in force on:

- (1) the date the Member is eligible, if the request is made on or before that date; or
- (2) the date of the Member's request, if the request is made within 31 days after the date the Member is eligible.

If the request is made more than 31 days after the date the Member is eligible, Proof of Good Health will be required before insurance can be in force (see b. above and e. below).

e. Proof of Good Health Requirements

The type and form of required Proof of Good Health will be determined by The Principal. A Member must submit Proof of Good Health:

- (1) If insurance for which a Member contributes a part of premium is requested more than 31 days after the date the Member is eligible including any insurance the Member refuses and later requests.
- (2) If insurance is requested under this Group Policy by a Member that was eligible under the Prior Policy, but elected to waive coverage under the Prior Policy.
- (3) If a Member has failed to provide required Proof of Good Health or has been refused insurance under this Group Policy at any prior time.
- (4) If a Member elects to terminate insurance and, more than 31 days later, requests to be insured again.
- (5) If, on the date a Member becomes eligible, fewer than five Members are insured.

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- (6) If, on the date a Member becomes eligible for any increased or additional Scheduled Benefit amount, fewer than five Members are insured.
- (7) To make effective any Scheduled Benefit amounts for the Member that are, initially or through later increases, in excess of:
 - \$10,000 for Members who are under age 65; and
 - \$10,000 for Members who are age 65 or over but under age 70; and
 - *\$10,000 for Members who are age 70 or over.

*If a Member is insured under this Group Policy on its Date of Issue and this insurance replaces insurance in force on the day immediately before the Date of Issue: the lesser of the amount shown above or the amount for which the Member was insured under the replaced insurance.

f. Effective Date for Benefit Changes Due to Change in Insurance Class

- (1) A change in the Member's Scheduled Benefit amount because of a change in the Member's insurance class for which Proof of Good Health is not required (see e. above) will normally be effective on the date of change. However, if the Member is not Actively at Work on the date a Scheduled Benefit change would otherwise be effective, the Scheduled Benefit change will not be in force until the date the Member returns to Active Work. Any decrease in Scheduled Benefit amounts due to a change in a Member's insurance class will be effective on the date of the change, whether or not the Member is Actively at Work.

Any termination of Scheduled Benefit amounts due to a change in the Member's insurance class will be effective on the date of the change, whether or not the Member is Actively at Work.

- (2) A change in a Member's Scheduled Benefit amount because of a change in the Member's insurance class for which Proof of Good Health is required (see e. above) will be effective on the later of:
 - the date the change would have been effective if Proof of Good Health had not been required; or
 - the date Proof of Good Health is approved by The Principal.

g. Effective Date for Benefit Changes Due to Change by Policy Amendment

- (1) A change in the Member's Scheduled Benefit amount because of a change in the Schedule of Insurance (as described in PART IV, Section A) by amendment to this Group Policy for which Proof of Good Health is not required (see e. above) will be effective on the date of change. However, if the Member is not Actively at Work on the date an increase in the Scheduled Benefit would otherwise be effective, the

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Scheduled Benefit in force for the Member before the change will continue to apply to the Member until the day of return to Active Work. When the Member returns to Active Work, the Scheduled Benefit increase will then be in force for the Member. Any decrease in Scheduled Benefit amounts due to a change by amendment to this Group Policy will be effective on the date of change, whether or not the Member is Actively at Work.

- (2) A change in the Member's Scheduled Benefit amount because of a change in the Schedule of Insurance (as described in PART IV, Section A) by amendment to this Group Policy for which Proof of Good Health is required (see e. above) will be effective on the later of:

- the date the change would have been effective if Proof of Good Health had not been required; or
- the date Proof of Good Health is approved by The Principal.

h. Effective Date for Benefit Changes Due to Changes Requested by the Member

- (1) A change in a Member's Scheduled Benefit amount because of a request by the Member for which Proof of Good Health is not required (see e. above) will normally be effective on the date of the request. However, if the Member is not Actively at Work on the date a Scheduled Benefit change would otherwise be effective, the Scheduled Benefit change will not be in force until the date the Member returns to Active Work. Any decrease in Scheduled Benefit amounts due to a request by the Member will be effective on the date of the change, whether or not the Member is Actively at Work.

- (2) A change in the Member's Scheduled Benefit amount because of a request by the Member for which Proof of Good Health is required (see e. above) will be effective on the later of:

- the date the change would have been effective if Proof of Good Health had not been required; or
- the date Proof of Good Health is approved by The Principal.

i. Effective Date for Benefit Changes Due to Change in the Member's Family Status

A Member may request an increase in Scheduled Benefit amount, a decrease in Scheduled Benefits, or the addition of Scheduled Benefits for which he or she was not previously insured if a change in the Member's family status as described below has occurred, provided a request for such increase, decrease, or addition is made in Writing within 31 days after the date of the change in family status:

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- (1) marriage or establishment of a Civil Union partnership or divorce or termination of a Civil Union partnership;
- (2) death of a spouse or child;
- (3) birth or adoption of a child;
- (4) termination of employment by the Member's spouse or a change in the spouse's employment that causes loss of group coverage;
- (5) the Member's employment or the Member's spouse's employment changes from part-time to full-time or from full-time to part-time;
- (6) the Member or the Member's spouse takes an unpaid leave of absence.

A change in the Scheduled Benefits because of a request by the Member when a change in family status has occurred for which Proof of Good Health is not required (see e. above) will normally be effective on the date of the request. However, if the Member is not Actively at Work on the date a Scheduled Benefit change would otherwise be effective, the Scheduled Benefit change will not be in force until the date the Member returns to Active Work. Any decrease in Scheduled Benefit amounts due to a request by the Member will be effective on the date of the change, whether or not the Member is Actively at Work.

A change in the Scheduled Benefits because of a request by the Member when a change in family status has occurred for which Proof of Good Health is required (see e. above) will be effective on the later of:

- (1) the date the change would have been effective if Proof of Good Health had not been required; or
- (2) the date Proof of Good Health is approved by The Principal.

Article 2 - Member Accidental Death and Dismemberment Insurance

Member Accidental Death and Dismemberment Insurance will be effective under the same terms as set forth for Member Life Insurance in this Section B, Article 1. However, in no event will Member Accidental Death and Dismemberment Insurance be in force for a Member who is not insured for Member Life Insurance.

Any change in a Member's Scheduled Benefit will be as stated in this Section B, Article 1.

Article 3 - Dependent Life Insurance

Dependent Life Insurance is available only with respect to Dependents of Members currently insured for Member Life Insurance. If a Member is eligible for Dependent Life Insurance, such insurance will be effective under the same terms as set forth for Member Life Insurance in this Section B, Article 1, except as described below.

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- a. In no event will Dependent Life Insurance be in force for a Member who is not insured for Member Life Insurance.
- b. If a Dependent spouse is in a Period of Limited Activity on the date Dependent Life Insurance or an increase in Dependent Life Insurance Scheduled Benefit due to a change in the Member's Annual Compensation or insurance class would otherwise be effective, such insurance or increase will not be in force for that Dependent spouse until the Period of Limited Activity ends.

However, this Period of Limited Activity requirement may be waived as described below.

When insurance under this Group Policy replaces coverage under a Prior Policy, the Period of Limited Activity requirement may be waived for those Dependent spouses' who:

- (1) are eligible and enrolled under this Group Policy on its Date of Issue; and
- (2) were covered under the Prior Policy on the date of its termination.

In no event will the Period of Limited Activity requirement be waived for those Dependent spouses' who, on the date of termination of the Prior Policy had the option, under the terms of the Prior Policy, to convert their coverage, under the Prior Policy, to an individual policy.

NOTE: When insurance under this Group Policy replaces coverage under a Prior Policy and the Period of Limited Activity requirement is waived, any benefits payable will be the lesser of the Scheduled Benefit of this Group Policy or the amount that would have been paid by the Prior Policy had it remained in force.

- c. If insurance is requested under this Group Policy for a Dependent spouse that was eligible under the Prior Policy, but elected to waive coverage under the Prior Policy.
- d. If a Dependent is confined in a Hospital or Skilled Nursing Facility on the date an increase in the Dependent Life Insurance Scheduled Benefit would otherwise be effective, the Scheduled Benefit in force for the Dependent will continue to apply to the Dependent until such confinement ends. When the Hospital or Skilled Nursing Facility confinement ends, the Scheduled Benefit increase will then be in force for the Dependent.
- e. Any required Proof of Good Health will be with respect to the health of the Member's Dependents.
- f. If Dependent Life Insurance is in force for a Dependent of the Member, a Member will be insured with respect to a new Dependent (other than a newborn child) on the date the new Dependent is acquired, provided the new Dependent is not then confined in a Hospital or Skilled Nursing Facility. Requests for insurance and Proof of Good Health are not required

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provided The Principal has been notified of the new Dependent within 31 days after the date the Dependent is acquired.

- g. If Dependent Life Insurance is in force for a Dependent of the Member, a newly born child will be covered under this Group Policy on the date the child is 0 days old, provided the child meets the definition of a Dependent Child as defined in PART I.

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Section C - Individual Terminations

Article 1 - Member Life Insurance

A Member's insurance under this Group Policy will terminate on the earliest of:

- a. the date this Group Policy is terminated; or
- b. the date the last premium is paid for the Member's insurance; or
- c. any date desired, if requested by the Member before that date; or
- d. the date the Member ceases to be a Member as defined in PART I; or
- e. the date the Member ceases to be in a class for which Member Life Insurance is provided;
or
- f. the date the Member retires; or
- g. the date the Member ceases Active Work.

Article 2 - Member Accidental Death and Dismemberment Insurance

A Member's Accidental Death and Dismemberment Insurance under this Group Policy will terminate on the earliest of:

- a. the date his or her Member Life Insurance ceases; or
- b. the date Member Accidental Death and Dismemberment Insurance is removed from this Group Policy; or
- c. the date the last premium is paid for the Member's Accidental Death and Dismemberment Insurance; or
- d. any date desired, if requested by the Member before that date; or
- e. the date the Member ceases to be in a class for which Member Accidental Death and Dismemberment Insurance is provided.

Article 3 - Dependent Life Insurance

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A Member's insurance under this Group Policy for a Dependent will terminate on the earliest of:

- a. the date his or her Member Life Insurance ceases; or
- b. the date Dependent Life Insurance is removed from this Group Policy; or
- c. the date the last premium is paid for the Member's Dependent Life Insurance; or
- d. any date desired, if requested by the Member before that date; or
- e. the date the Member ceases to be in a class for which Dependent Life Insurance is provided; or
- f. for a Dependent spouse on the date that Dependent spouse ceases to be a Dependent as defined in PART I; or
- g. for each Dependent Child, on the date that Dependent Child ceases to be a Dependent as defined in PART I.

Article 4 - Termination for Fraud

The Principal may at any time terminate a Member's or Dependent's eligibility under the Group Policy:

- a. in Writing and with 31-day notice, if the individual submits any claim that contains false or fraudulent elements under state or federal law; or
- b. in Writing and with 31-day notice, upon finding in a civil or criminal case that a Member or Dependent has submitted claims that contain false or fraudulent elements under state or federal law; or
- c. in Writing and with 31-day notice, when a Member or Dependent has submitted a claim which, in good faith judgement and investigation, a Member or Dependent knew or should have known, contains false or fraudulent elements under state or federal law.

Article 5 - Coverage While Outside of the United States

If a Member or Dependent is temporarily outside the United States, the Member or Dependent may choose to continue his or her insurance, subject to premium payment for a period of six months or less for one of the following reasons:

- a. travel; or

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- b. a business assignment; or
- c. full-time student status, provided the Member or Dependent is either:
 - (1) enrolled and attending an accredited school in a foreign country; or
 - (2) is participating in an academic program in a foreign country, for which the institution of higher learning at which the student is enrolled in the U.S. grants academic credit.

The six-month period will not be reduced for any time covered under a Prior Policy.

If a Member or Dependent is outside the United States for any other reason than those listed above, coverage for the person concerned will automatically terminate.

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Section D - Continuation

Article 1 - Member Life Insurance

a. Sickness or Injury (Other Than ADL Disability or Total Disability)

If Active Work ends because a Member is sick or injured but not ADL Disabled or Totally Disabled, insurance for that Member may be continued until the earlier of:

- (1) the date insurance would otherwise cease as provided in PART III, Section C; or
- (2) the date the Member recovers.

b. Layoff or Approved Leave of Absence

If Active Work ends because a Member is on layoff or approved leave of absence, insurance for that Member may be continued until the earliest of:

- (1) the date insurance would otherwise cease as provided in PART III, Section C, Article 1 a. through g.; or
- (2) the date the layoff or approved leave of absence ends; or
- (3) the date the Member becomes eligible for any other group life coverage; or
- (4) the date one month after the date Active Work ends.

c. Family and Medical Leave Act (FMLA)

If a Member ceases Active Work due to an approved leave of absence under FMLA, the Policyholder may choose to continue the Member's insurance, subject to premium payment.

A Member may qualify to have his or her insurance continued under one or more of the continuation provisions described in a., b., and c. above. If a Member qualifies for continuation under more than one provision, the longest period of continuation will be applied, and all periods of continuation will run concurrently.

Article 2 - Dependent Insurance - Developmentally Disabled or Physically Handicapped Children

a. Qualification

Dependent Life Insurance for a child may be continued after the child reaches the maximum age for Dependent Children as defined in PART I of this Group Policy, provided that:

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- (1) the child is incapable of self-support as the result of a Developmental Disability or Physical Handicap and became so before reaching the maximum age and is dependent on the Member for primary support; and
- (2) except for age, the child continues to be a Dependent Child as defined in PART I; and
- (3) proof of the child's incapacity is sent to The Principal within 31 days after the date the child reaches the maximum age; and
- (4) further proof that the child remains incapable of self-support is provided when The Principal requests; and
- (5) the child undergoes examination by a Physician when The Principal requests. The Principal will pay for these examinations and will choose the Physician to perform them.

b. Period of Continuation

Insurance for a Dependent Child who qualifies as set forth above may be continued until the earlier of:

- (1) the date insurance would cease for any reason other than the child's attainment of the maximum age; or
- (2) the date the child becomes capable of self-support or otherwise fails to qualify as set forth in a. above.

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