

Standard Life and Accident Insurance Company
A Stock Life Insurance Company
Home Office: One Moody Plaza, Galveston, Texas, 77550
Toll-Free Telephone Number: 1-888-350-1488

GROUP TERM LIFE INSURANCE CERTIFICATE

**PROVIDING EVIDENCE OF COVERAGE UNDER THE GROUP TERM LIFE INSURANCE POLICY (the "Policy")
INDICATED IN THE CERTIFICATE SCHEDULE. DEATH BENEFIT PAYABLE UPON DEATH OF COVERED PERSON**

We agree to pay the Death Benefit described in the Policy, subject to all its terms, conditions, and limitations. The Policy provides Life Insurance on the lives of all Covered Employees of the Policyholder and, if elected, Dependents of the Covered Employees who make application for such coverage, each in consideration of the statements made in the Policyholder Application and Enrollment Form, as well as the payment of premiums, as required.

The Policyholder agrees:

1. To be bound by the terms of the Policy; and
2. To pay all premiums according to the terms of the Policy.

The Policy is subject to the laws of the State of Issue. It is not a policy of workers' compensation insurance.

The Policy is signed for the Company at Our Home Office, effective on the Policy Date.



Secretary



President

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DEFINITIONS

As used in the Policy, the terms, below, have the meanings assigned.

ACTIVELY AT WORK means an Eligible Employee is:

1. Performing in the usual manner all of the regular duties of his/her occupation on a scheduled work day; and
2. Performing these duties at one of the places of business where he/she normally works or at some location directed by the employer.

The Eligible Employee is considered to be Actively at Work on a day which is not a scheduled work day only if he/she would be able to perform in the usual manner all of the regular duties of his/her occupation if it were a scheduled work day. The Eligible Employee must also have been Actively at Work on the last preceding regular work day.

ADULT DEPENDENT/OTHER ADULT DEPENDENT means the Covered Employee's domestic partner, or civil union partner, under Age 65, where any such relationship is legally recognized in the Policy's State of Issue; or relationships as otherwise agreed upon between the Policyholder and Us, in writing.

AGE means a Covered Person's age as of his/her last birthday.

BASIC BENEFIT means the amount of life insurance coverage provided to a Covered Employee by the Policyholder at no cost to such Covered Employee.

BENEFICIARY means the entity to which a Death Benefit is payable.

CERTIFICATEHOLDER means You, the Covered Employee.

CHILD(REN) mean(s) an unmarried child less than Age 26, financially dependent upon the Covered Employee for support, who is:

1. A natural child;
2. A legally adopted child, or a child for whom adoption proceedings have begun;
3. A stepchild that lives with the Employee;
4. A child that lives with the Employee and for whom the Covered Employee has been appointed legal guardian; or
5. Grandchildren.

COVERED EMPLOYEE means the Policyholder's Employee whose coverage under the Policy is in effect, including a disabled employee when Waiver of Premium is in effect.

COVERED PERSON means the Employee and any Dependents of the Covered Employee whose coverage under the Policy is in effect.

DEATH BENEFIT means the amount payable upon the death of a Covered Person.

DEPENDENT means the Employee's Spouse, Adult Dependent, and/or Child(ren). A Dependent cannot be an Employee.

EMPLOYEE means a person who performs services for the Policyholder for wages or salary.

ELIGIBLE EMPLOYEE means the Policyholder's Employee who meets all of the eligibility requirements for becoming a Covered Employee for Basic Benefit coverage whose coverage is not in effect.

SPOUSE means the person who is legally married to the Covered Employee. The term "Spouse" as used throughout the Policy will also mean a person who is named on a Certificate of Registered Domestic Partnership issued by the Nevada Office of the Secretary of State and which Certificate is in force and has not been terminated by the Nevada Office of the Secretary of State.

SUPPLEMENTAL BENEFIT means any coverage in addition to the Basic Benefit requested and purchased, in whole or in part, by the Employee for his/her life; or the lives of such Employee's Dependents, if any. Part of the Supplemental Benefit coverage may be provided on a guaranteed basis, subject to initial participation requirements established by the Policyholder and the Company.

If allowed by the Policyholder, additional coverage amounts subject to Our underwriting requirements in effect on the date such coverage is requested, may be requested by the Employee.

TOBACCO USER means a Covered Person who has used any tobacco product within the 12 months, immediately preceding such Covered Person's Certificate Date.

WE, US, or OUR means Standard Life and Accident Insurance Company.

YOU or YOUR means the Covered Employee.

INITIAL ENROLLMENT AND EFFECTIVE DATE

EMPLOYEE'S EFFECTIVE DATE

An Employee's coverage will become effective on the later of the following dates:

1. the Policy Date;
2. the Certificate Date shown in the Covered Employee's Certificate Schedule.

If the Employee is not Actively at Work on his/her Certificate Date, such Certificate Date will be delayed until the date the Employee is Actively at Work.

DEPENDENT ELIGIBILITY

An Employee is eligible to enroll eligible dependents on the later of:

1. The date the Employee is eligible to be insured; or
2. The date a person becomes a Dependent, as provided below.

A spouse becomes a Dependent on the date of marriage. A natural child becomes a Dependent on his/her date of birth. A stepchild becomes a Dependent on the date his/her parent becomes a Covered Employee's legal spouse. An adopted child becomes a Dependent on the earlier of the date of placement in the Covered Employee's custody for the purpose of adoption; or the date of the entry of an order granting the adoptive parent custody of the child for purposes of adoption. A child of a Covered Employee becomes a Dependent on the date of a court order requiring the Employee to cover his/her child.

An Employee may enroll Dependents for coverage by submitting a completed Enrollment Form within 31 days of the date the person becomes a Dependent along with the appropriate payroll deduction authorization in accordance with Company policies.

DEPENDENT'S EFFECTIVE DATE

An eligible Dependent's coverage under the Policy will become effective on the latest of the following dates:

1. the Policy Date;
2. the Covered Employee's Certificate Date;
3. the date the Covered Employee elects Dependent coverage under the Policy; or
4. the date the Company approves the Employee's Enrollment Form for Dependent coverage.

LATE ENTRANTS

If an Employee or eligible Dependent is not enrolled within 31 days after first becoming eligible, he/she will be considered a Late Entrant and may have to meet additional Evidence of Insurability requirements. All Late Entrants are subject to approval by the Company prior to coverage becoming effective.

If the Company approves the Enrollment Form, the date that insurance takes effect will be assigned by the Company and shown in the Covered Employee's Certificate Schedule.

EVIDENCE OF INSURABILITY REQUIREMENTS

Evidence of Insurability is required for an Employee and his/her eligible Dependents in the case of a request for an increase in coverage or late enrollment, upon request by the Company. Such evidence will be at the expense of the Employee, as determined by the Company.

BENEFITS

BASIC BENEFIT - An Employee is enrolled for the Basic Benefit when he/she first becomes eligible. Once an Employee is a Covered Employee, he/she is not required to enroll or contribute toward the cost of his /her Basic Benefit. Coverage will become effective the first day of the month following the date he/she is eligible if he/she is Actively at Work. If he/she is not Actively at Work on the day coverage is scheduled to become effective, his/ her coverage will become effective on the next day he/she is Actively at Work.

SUPPLEMENTAL BENEFIT – If Supplemental Benefits are available, the Employee may elect to apply for additional coverage for himself/herself and may elect to apply for coverage for his/her Dependent. In the event the Employee has more than one child, application for coverage must be made for all children of the Employee.

Depending upon the number of Employees electing Supplemental Benefit coverage, if such number equals or exceeds the number of Employees required to meet the Minimum Participation Requirement for the Supplemental Benefit shown in the Policy Schedule, then coverage up to the non-underwritten portion of the Supplemental Benefit will be provided for the Employee without Evidence of Insurability. Dependents of the Employee are similarly eligible for non-underwritten coverage, up to the maximum provided on the Schedule of Benefits.

If the Employee elects coverage amounts for anyone that is in excess of the non-underwritten portion of the Supplemental Benefit for that person, such coverage is subject to the Employee providing Evidence of Insurability for each person to whom the increased coverage amounts apply and the Company's approval of the amount elected.

Supplemental Benefit coverage for an Employee will become effective the first day of the month following the date such Employee's coverage is approved by the Company if the Employee is Actively at Work. If the Employee is not Actively At Work on the date Supplemental Benefit coverage is scheduled to become effective, it will become effective on the date the Employee is Actively at Work.

Supplemental Benefit coverage for a Covered Employee's Dependent will become effective the first day of the month following the date the Employee elects such coverage.

COVERAGE CHANGES

ANNUAL BENEFIT ELECTIONS – Benefits are elected on an annual basis and will remain in effect for the Policy Year, subject to the terms of the Policy. Changes in benefit elections are not allowed during the Policy Year unless made in accordance with the Change in Family Status provision of the Policy.

COVERAGE OPTIONS SUBJECT TO CHANGE - Basic Benefit coverage and Supplemental Benefit coverage are each subject to change on any Policy Anniversary, as agreed upon between the Policyholder and Us.

AUTOMATIC COVERAGE AMOUNT CHANGE - If any part of the Death Benefit for a Covered Employee is based on his/her salary or Employee Class, that part will be adjusted automatically on the next Policy Anniversary following the Covered Employee's salary change.

SUPPLEMENTAL BENEFIT CHANGES - A Covered Employee may request a change to his/her Supplemental Benefit in advance of each Policy Anniversary. These changes will become effective on the next Policy Anniversary, subject to the following:

If the Covered Employee is not Actively at Work on the day a Supplemental Benefit coverage change is scheduled to become effective, such change will become effective on the date he/she is Actively at Work.

EVIDENCE OF INSURABILITY – Evidence of Insurability requirements for changes in the Death Benefit are shown on the Policy Schedule. If required, a completed Enrollment Form, including Evidence of Insurability must be received and approved by Us prior to the Policy Anniversary when the requested change will become effective.

CHANGE IN FAMILY STATUS - A Covered Employee's family status may change during a Policy Year. A request to change coverage as a result of a change in family status must be consistent with the event. Requests for a change in coverage as a result of a change in family status must be submitted to Us in writing within 31 days following the event. Upon approval of such change in coverage, the change will become effective on the premium due date next following the date of the event. Any premium will be adjusted, accordingly.

BENEFICIARY

HOW TO DESIGNATE OR CHANGE THE BENEFICIARY – The Covered Employee may name or change the Beneficiary for his/her Death Benefits at any time. Designations must be submitted to Us in a form acceptable to Us and will be effective upon Our receipt. The Covered Employee is always the Beneficiary for any covered Dependent.

PAYMENT OF LIFE INSURANCE PROCEEDS - If a Covered Person dies while the Policy is in force, We will pay the Death Benefits to his/her designated Beneficiary, if living, subject to the provisions of the Policy. Such payment will fully discharge Our obligations with respect to the amount paid.

The rights of any Beneficiary to receive proceeds will end if the Beneficiary dies prior to, at the time of, or within 30 days after, the death of the Covered Person, except to the extent that benefits have already been paid. If the rights of all designated Beneficiaries have ended, or if the Covered Employee did not designate a Beneficiary, benefits will be payable to the deceased Covered Person's estate.

PROTECTION OF THE DEATH BENEFIT - To the extent permitted by law, the Death Benefit will not be subject to the claims of a Beneficiary's creditors or to any legal process against a Beneficiary.

PAYMENT OF DEATH BENEFITS

DEATH BENEFIT AMOUNT - Upon receipt of satisfactory proof of a Covered Person's death, We will pay the applicable Death Benefit to the deceased Covered Person's Beneficiary. The amount payable will be the Death Benefit in effect for the deceased Covered Person on the date of such Covered Person's death. We will pay the Death Benefit not more than 30 days after the Covered Person's death. If We do not pay the Death Benefit within this time period, We will pay interest on the proceeds, at a rate that is not less than the current rate of interest on death proceeds on deposit with Us, from the date of the Covered Person's death to the date when the proceeds are paid.

The Death Benefit for a Covered Employee, Covered Adult Dependent or Spouse, decreases on the Policy Anniversary following that Covered Employee's 65th, 70th, and 75th birthdays. The reduction is as follows:

AGE	REDUCED DEATH BENEFIT
65	65% of pre-age 65 Death Benefit.
70	50% of pre-age 65 Death Benefit.
75	25% of pre-age 65 Death Benefit.

The Death Benefit applicable to each Child between the Ages 1 and 14 days is \$250. The Death Benefit applicable to each Child after Age 14 days will be in the Death Benefit for the Child listed on the Schedule of Benefits.

SUICIDE EXCLUSION

We will not pay the Death Benefit when a Covered Person dies by suicide, whether sane or insane, within two years (one year in Colorado, Missouri, and North Dakota) from the date such benefit or increase in such benefit became effective. However, an increase due to a change in a Covered Employee's salary is not subject to this limitation.

If a Covered Person dies by suicide within the timeframes stated above, We will pay the deceased Covered Person's Beneficiary an amount equal to the total premium paid for the deceased Covered Person's coverage.

TERMINATION OF COVERAGE

If the Basic Benefit coverage terminates, all Supplemental Benefit coverage will terminate for all Covered Persons.

A Covered Employee's Basic Benefit coverage will end upon the earliest of the following:

1. The date of the Covered Employee's death;
2. The last day of the month in which the Covered Employee no longer qualifies for coverage as an Covered Employee;
3. The date the Policy terminates; or
4. Coverage will also end if a Covered Employee submits a fraudulent claim to Us.

A Covered Employee's Supplemental Benefit coverage will end on the earliest of:

1. The date the Covered Employee's Basic Benefit coverage terminates;
2. The Policy Anniversary, if the Covered Employee elects not to enroll for the next Policy Year;
3. The Policy Anniversary next following the Covered Employee's 85th birthday;
4. The date the Policyholder discontinues offering the Supplemental Benefit for the Covered Employee's classification; or
5. Coverage will also end if a Covered Employee submits a fraudulent claim to Us.

Dependent Supplemental coverage will end on the earliest of the following:

1. The date the Covered Employee's Basic Benefit terminates;
2. The date the Covered Employee's Supplemental Benefit terminates;
3. The Policy Anniversary, if the Covered Employee elects not to enroll for the next Policy Year;
4. The date the Policyholder discontinues offering Dependent Life Insurance for the Covered Employee's classification;
5. The date a Dependent becomes a Covered Employee under the Policy (for that Dependent only);
6. The last day of the month following the date the Covered Employee and Spouse divorce, (for Spouse only);
7. The Policy Anniversary next following the Spouse's or Other Adult Dependent's 65th birthday;
8. The last day of the month following the date the Covered Employee and Other Adult Dependent partnership is dissolved, (for Other Adult Dependent only);
9. The last day of the month following the date a Dependent Child marries (for that Child only); or
10. The Policy Anniversary next following a Dependent Child's 25th birthday (for that Child only).
11. Coverage will also end if a Covered Person submits a fraudulent claim to Us.

CONVERSION OPTION

When coverage terminates, including termination for a class of persons, a Covered Person may convert his/her coverage under the Policy to permanent life insurance on a policy form that We then issue, without any optional riders. If coverage terminates for a class of persons, a Covered Person must have been insured under the Policy for at least five years in a row before the termination date to be eligible for conversion.

The amount of the converted coverage will not to exceed the Covered Person's Death Benefit. In the case of conversion based on termination of a class of persons, the amount of the converted coverage is limited to the lesser of: (a) \$2,000; or (b) the amount of your life insurance which terminates, minus the amount of other group insurance for which a Covered Person becomes eligible within 31 days of the date insurance terminated.

We must receive the conversion application and any required premium within 31 days of the date coverage under the Policy terminates. If the Covered Person dies within the 31-day period allowed for the election of this option, We will pay the death benefit whether or not the notice of the election for this option or the payment of the first premium has been made. However, We will reduce the death benefit payment by the amount of premium necessary to provide insurance to the date of the Covered Person's death.

The Company will give notice of the right to conversion within 15 days prior to the expiration of the 31 day period within which We must receive the conversion application and any required premium. If the Company does not give the 15 days' notice, the Covered Person will have an additional period within which to exercise conversion. The additional period will expire 15 days next after the Covered Person is given notice of the right to conversion, but in no event will the additional period extend beyond 60 days next after the expiration date of the initial 31 day period.

Written notice presented to the Covered Person or mailed by the Policyholder to the last-known address of the Covered Person or mailed by the Company to the last-known address of the Covered Person as furnished by the will constitute notice for the purpose of this section.

Conversion is not available if termination is the result of:

1. A fraudulent claim;
2. The Covered Employee's decision not to elect Dependent coverage for the next Policy Year;
3. Non-payment of premium; or
4. The Covered Employee reaches the age of 85 or the Spouse or Other Adult Dependent reaches the age of 65.

CLAIMS

CLAIMS PROCEDURE - Satisfactory proof of a Covered Person's death must be submitted to Us at Our Home Office. The Beneficiary or a personal representative may request a claim form by calling Our toll-free telephone number listed on the Cover Page.

We will ask the person submitting the claim for any other names by which a Covered Person was known. We will use this information to search all certificates issued by the Company to determine whether the Covered Person was covered under a certificate issued by the Company under another name.

If We determine that we have issued another certificate on the life of the Covered Person, We will notify the Policyholder and beneficiary or personal representative of the discovery of the certificate and, within 6 months after discovering the certificate, determine whether We have liability to pay a claim on the certificate.

GENERAL PROVISIONS

ADJUSTMENTS IN THE EVENT OF ERROR IN AGE - If the Age of any Covered Person is misstated, We will make an equitable adjustment in either the premium or amount of insurance for such person. We will adjust any claims payable under the Policy to that amount of insurance that the premiums paid would have purchased based on the Covered Person's correct Age.

ADJUSTMENTS IN THE EVENT OF CLERICAL ERROR - Clerical error will not void insurance otherwise validly in force, nor will it continue or make insurance valid that otherwise would cease or would never have been issued.

CERTIFICATES – We will provide a Certificate to the Policyholder, for delivery to each Covered Employee. The Certificate provides evidence of coverage under the Policy and is not a contract of insurance. All benefits payable under the Policy are paid only in accordance with all the Policy's terms and conditions.

CONFORMITY WITH STATE STATUTES - Any provision of the Policy, which is in conflict with the statutes of the State of Issue, is hereby amended to conform to the minimum requirements of such statutes.

ENTIRE CONTRACT - The Entire Contract consists of the Policy, any attached Amendments, Endorsements, or Riders, the Policyholder's Application, the Enrollment Applications of each Covered Person, and the Certificate provided to each Covered Employee.

NO DIVIDENDS PAYABLE - The Policy does not participate in the profits or surplus earnings of the Company.

POLICYHOLDER IS AN AGENT OF THE COVERED EMPLOYEE – For all purposes related to the insurance provided under the Policy, the Policyholder acts as an agent of the Covered Employee. The Policyholder does not, therefore, act as Our agent for any purpose related to the Policy.

RIGHT TO CONTEST - We will not use any statement to void or reduce benefits under the Policy after it has been in force for two years from the Effective Date.

For any underwritten Supplemental Benefit, We will not use any statement to void or reduce such benefit after such benefit has been in force for two years from its Effective Date. For increases in the Supplemental Benefit, Our two-year right to contest starts anew on the effective date of the increased amount, but will only apply to such increased amount.

Any such statements would have to be in a signed form. All statements made are considered representations and not warranties. No such statement will be used in any contest, unless a copy of such statement is attached to the Policy and a copy of the statement has been furnished to the Policyholder.

TIME EFFECTIVE – For any dates used in the Policy, the effective time will be 12:01 AM at the Policyholder's address.