

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 VOLUNTARY TERM LIFE INSURANCE POLICY

Policyholder:

Policyholder Address:

Policy Number:

Policy Date:

Premium Due Date:

Policy Anniversary:

State of Issue: **NV**

We agree to pay the Death Benefit described in this Policy, subject to all its terms, conditions, and limitations. This 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:

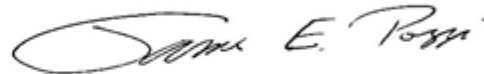
1. To be bound by the terms of this Policy; and
2. To pay all premiums according to the terms of this Policy.

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

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



Secretary



President

Group Annually Renewable Term Life Insurance
Death Benefit Payable Upon Death of Covered Person
Nonparticipating - No Annual Dividends

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POLICYHOLDER RESPONSIBILITIES

Duties - The Policyholder's duties include, but are not limited to, the following:

1. Accurately record and maintain information for each Employee concerning eligibility, name, salary and any changes thereto, benefit elections, amount of coverage, Age, Effective Date, termination dates, Lapse dates, Beneficiary designations, contributions, and class. For two years after this Policy terminates, the Policyholder must allow Us the opportunity to examine these records at any reasonable time during normal business hours;
2. Remit premium payments each month;
3. Provide Us with any completed Enrollment Forms prior to the Policy Anniversary so that We can underwrite to determine benefit eligibility when applicable;
4. Cooperate fully with Us in preparing and/or delivering any disclosures or notices regarding this insurance to all Covered Employees under this Policy; and
5. Deliver Certificates providing evidence of coverage under this Policy to each Covered Employee.

INSPECTION OF POLICY - The Policyholder must make this Policy available for inspection by the Policyholder's Covered Employees at all reasonable times during normal business hours.

NOTICE OF RIGHT TO CONVERT COVERAGE - The Policyholder is required to give each Covered Employee a notice of the right to convert coverage after a Covered Person is no longer covered under this Policy.

PREMIUM, POLICY CHANGES, TERMINATION AND REINSTATEMENT

PREMIUMS – Premiums due for this Policy are the sum of the premiums due for all Covered Persons under this Policy. The first premium due date is the Policy Date. Later premiums are due monthly on each Premium Due Date.

WHO MAY CHANGE THIS POLICY - The terms of this Policy, including premium rates, may be changed at any time, in accordance with all the terms of this Policy, by written agreement between the Policyholder and Us. Such changes, including termination of this Policy, may be made without notice to or the consent of any Covered Person. Only Our President, Vice President, Secretary, or an Assistant Secretary is authorized to make any changes to this Policy on the Company's behalf. No agent has authority to change this Policy or to waive any of its provisions.

WHEN POLICY CHANGES ARE EFFECTIVE - Unless otherwise agreed upon in writing, the effective date of any change in benefits or premiums will be the Policy Anniversary next following the date of the written agreement describing such change.

WHEN THIS POLICY ENDS – This Policy will terminate at the earliest of the following events:

1. the Policyholder's requested date of termination;
2. the last day of the period for which the premium was paid; or
3. the 60th day following the date of Our written notice to the Policyholder to terminate this Policy.

Termination of this Policy is without prejudice to any claim that occurs or commences prior to the date of termination.

GRACE PERIOD – The Policyholder has a Grace Period of 31 days following each Premium Due Date where the required premium is not paid, except the first, in which to pay the premium then due. Coverage will continue during the Grace Period. The Policyholder is liable for the premium during the Grace Period.

WHEN POLICY MAY BE REINSTATED – If this Policy has terminated, the Company, at its option, may consider reinstatement.

DEFINITIONS

As used in this 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 this 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.

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

CERTIFICATEHOLDER means a Covered Employee.

CHILD(REN) means 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 this Policy is in effect.

COVERED PERSON means the Employee and any Dependents of the Covered Employee whose coverage under this 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 is Actively at Work and meets the other Employee eligibility requirements.

POLICY YEAR means the period of time that starts on the Policy Date and ends 12 months later. A new Policy Year begins on each Policy Anniversary.

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.

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.

CERTIFICATEHOLDER PRIVILEGES

A Certificateholder has certain rights. These rights include, but are not limited to, the following:

1. Changing a named Beneficiary, subject to any irrevocable Beneficiary that may have been named (an irrevocable Beneficiary cannot be changed without the written consent of that irrevocable Beneficiary);
2. Assigning any right or benefit of the Certificateholder under this Policy; and
3. Exercising an option under any Rider in effect at the time of a request.

Any requested change under this provision must be in writing on our form and approved by us. A requested change will be effective on the date that You signed it, subject to any actions taken prior to Our receipt of such change.

ELIGIBILITY REQUIREMENTS

MINIMUM PARTICIPATION LEVEL REQUIREMENTS

All Eligible Employees within a current eligible class listed in the Policyholder Application must be offered coverage under this Policy. Part of the Death Benefit is available without underwriting only if the Minimum Participation Level of Employees required to make effective and continue that part of the coverage is met and maintained. The Minimum Participation Level for this part is shown in the Policy Schedule.

EMPLOYEE ELIGIBILITY

An Employee is eligible for coverage under this Policy if the Employee:

1. Has completed the Employer's Waiting Period shown in the Policyholder Application; and
2. Is part of an eligible class of Employees listed in the Policyholder's Application.

The Policyholder's Waiting Period is the time between an Employee's first day of employment in an eligible class of Employees and the first day that the Employee is eligible to apply for coverage under this Policy. The Waiting Period is chosen by the Employer and shown in the Policy Schedule. The Waiting Period may differ for current Employees and new Employees. An Employee in an eligible class must enroll for coverage by submitting a completed Enrollment Application and, if required, the appropriate payroll deduction authorization within 31 days of completion of the Waiting Period.

No Employee may be eligible for insurance under this Policy as both an Employee and as a Spouse or Dependent Child at the same time. If an Employee and Spouse are both eligible to be covered as an Employee, one but not both, is eligible to cover the Dependent Children. The other Spouse may elect single coverage only.

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 an 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.

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.

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

If the Employee is not Actively at Work on the date his/her coverage or change in coverage is to become effective, the effective date of such coverage or change will be delayed until the date the Employee is thereafter Actively at Work.

DEPENDENT'S EFFECTIVE DATE

An eligible Dependent's coverage under this 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.

BENEFITS

The Employee may elect to apply for coverage for himself/herself and may elect to apply for coverage for his/her Dependent(s). In the event the Employee has more than one child, application for coverage must be made for all children of the Employee.

If the Employee elects coverage amounts for anyone that is in excess of the non-underwritten portion of the Death 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.

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 coverage is scheduled to become effective, it will become effective on the date the Employee is Actively at Work.

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 this Policy. Changes in benefit elections are not allowed during the Policy Year unless made in accordance with the Change in Family Status provision of this Policy.

COVERAGE OPTIONS SUBJECT TO CHANGE - Coverage is 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.

DEATH BENEFIT CHANGES - A Covered Employee may request a change to his/her Death Benefit in advance of each Policy Anniversary. These changes will become effective on the next following Policy Anniversary; however, if the Covered Employee is not Actively at Work on the day the coverage change is scheduled to become effective, such change will become effective on the date he/she is Actively at Work.

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 this Policy is in force, We will pay the Death Benefits to his/her designated Beneficiary, if living, subject to the provisions of this 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 the 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 – LIFE INSURANCE

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

A Covered Employee's 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 Eligible Employee;
3. The Policy Anniversary next following the Covered Employee's 85th birthday;
4. The date this Policy terminates; or
5. Coverage will also end if a Covered Employee submits a fraudulent claim to Us.

Dependent coverage will end on the earliest of the following:

1. The date the Covered Employee's coverage terminates;
2. The Policy Anniversary, if the Covered Employee elects not to enroll for the next Policy Year;
3. The date the Policyholder discontinues offering Dependent Life Insurance for the Covered Employee's classification;
4. The date a Dependent becomes a Covered Employee under this Policy (for that Dependent only);
5. The last day of the month following the date the Covered Employee and Spouse divorce, (for Spouse only);
6. The last day of the month following the date the Covered Employee and Other Adult Dependent partnership is dissolved, (for Other Adult Dependent 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 a Dependent Child marries (for that Child only);
9. The Policy Anniversary next following a Dependent Child's 25th birthday (for that Child only); or
10. 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 this 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 this 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 this Policy and is not a contract of insurance. All benefits payable under this Policy are paid only in accordance with all this Policy's terms and conditions.

CONFORMITY WITH STATE STATUTES - Any provision of this 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 this Policy, any attached Amendments, Endorsements, or Riders, the Policyholder's Application, the Enrollment Application of each Covered Person, and the Certificate provided to each Covered Employee.

NO DIVIDENDS PAYABLE - This 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 this 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 this Policy.

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

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 this Policy and a copy of the statement has been furnished to the Policyholder.

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