

Standard Life and Accident Insurance Company

Home Office: One Moody Plaza, Galveston, Texas, 77550

Toll-Free Telephone Number: 1-888-350-1488

(A Stock Insurance Company hereafter referred to as "Standard Life", "We", "Us", "Our" or "the Company")

**GROUP GUARANTEED RENEWABLE DISABILITY INCOME
CERTIFICATE OF COVERAGE**

This is the Employee's Certificate of Coverage (hereafter Certificate) under the Group Policy (hereafter Policy). This Certificate replaces any prior Certificate for the benefits described inside. This is not a contract nor does it modify or amend the Policy. It explains the rights and benefits that are determined by the Policy. A copy of the Policy is kept at the principal office of the Employer. The Policy is non-participating. A Covered Person may inspect it during regular business hours. **READ THE CERTIFICATE CAREFULLY!**

CONSIDERATION. This Certificate is issued in consideration of the statements made in the Enrollment Form. The first premium pays for the Initial Term of coverage. Coverage begins at 12:01 a.m. on the Certificate Effective Date shown on the Certificate Schedule of Benefits and ends at 11:59 p.m. on the termination date as stated in the Termination and Continuation provision.

RENEWABILITY. The Company guarantees that it will renew Your Certificate until Your 75th birthday, subject to the Termination provisions in the Group Policy and this Certificate.

TERMINATION. The coverage may be terminated by the Company for reasons stated in the **Termination** provision.

PREMIUMS. Premiums may be changed and are due as stated in the **Premiums** provision.

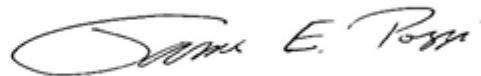
30 DAY RIGHT TO EXAMINE CERTIFICATE. Within 30 days after the Employee receives the Certificate, it may be returned in person or by regular mail to the Company, its agency office or the agent who sold it to the Employee for any reason. The Company will return the premium to the payee. Then the Employee and the Company will be in the same position as if a Certificate had never been issued.

THIS IS NOT A MEDICARE SUPPLEMENT POLICY. If any Covered Person is eligible for Medicare, such person should review the "Guide to Health Insurance for People with Medicare" available from the Company.

Signed for Us on the Certificate Effective Date.



Secretary



President

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

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DEFINITIONS

Actively-At-Work or Active Work means You, the Employee, who is present for at least 20 hours per week at Your usual place of employment for the Employer or at another location as assigned or directed by the Employer, and is mentally and physically capable of performing the regular duties of Your Job.

On any day that is not one of Your regularly scheduled work days (vacation, personal days, and weekends/holidays), You will be considered Actively-at-Work on such day provided You are not absent due to any type of leave and were Actively-At-Work on Your last regularly scheduled work day.

If You are an Employee who usually performs the regular duties of Your Job at Your home, You are considered Actively-At-Work if you meet all of the above requirements and could work at the Employer's usual place of employment if required to do so.

If Your Spouse is covered under Your Certificate this definition applies as to his/her employer.

Activities of Daily Living means the following:

1. Dressing means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs;
2. Toileting means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene;
3. Transferring means the ability to move in or out of a chair, bed or wheelchair;
4. Eating means feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table); or
5. Preparing meals.

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

Calendar Year means a period of 12 consecutive months starting on January 1 and ending on December 31 of the same year.

Certificate Effective Date is the date coverage begins for each Covered Person under the Policy. It will be different for a Covered Person added to the Policy after the original date of issue or when a change in coverage for any Covered Person occurs. Each Covered Person's Certificate Effective Date is shown in the Employee's Certificate Schedule of Benefits.

Complications of Pregnancy means:

1. Conditions, requiring Hospital Confinement (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy, including, but not limited to, acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity, but does not include false labor, pre-term or premature labor, occasional spotting, physician prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, pre-eclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and
2. Non-elective cesarean section, termination of ectopic pregnancy, and spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible.

Covered Accident means an unintended and unforeseen injurious occurrence causing Injury which:

1. Occurs while this Certificate is in force; and
2. Is not excluded by name or specific description.

Covered Person means an Employee or an Employee's Spouse, listed in the Certificate Schedule of Benefits and for whom premium has been paid.

Covered Sickness means illness, disease, Complications of Pregnancy or pregnancy, which:

1. Occurs while this Certificate is in force; and
2. Is not excluded by name or specific description.

Elimination Period means the number of continuous days a Covered Person must be Totally Disabled before benefits begin. The Elimination Period may be different for disabilities due to Sickness than it is for Injury. The Elimination Periods are shown on the Certificate Schedule of Benefits.

Employee means the Employee designated in the Enrollment Form who is Actively-At-Work and listed in an eligible class of Employees in the Employer's application. The Employee must be listed as a Covered Person in the Certificate Schedule of Benefits and appropriate premium paid in order to be covered under the Policy. An Employee does not include seasonal or temporary Employees.

Employer means the entity or plan sponsor to whom the Group Policy is issued and shall include any affiliated entities or subsidiaries approved by the Company.

Enrollment Form means the form(s) that You signed to apply for coverage under the Policy. It also includes any other document approved by the Company that You use to change coverage under the Policy.

Gross Annual Income means the full dollar amount, before any payroll deductions, of: wages; salaries; overtime pay; bonuses; and tips. It does not include: fees; interest income; dividend income; real property income; personal property income; retirement funds income; investment income; unemployment earnings; child support payments; alimony payments; or other compensations for personal services actually rendered.

Hospital means an institution licensed to operate as a Hospital pursuant to the law of the state in which it is located. The term "Hospital" does not include any institution or part thereof used as a rehabilitation unit or rehabilitation facility; a hospice unit, including any bed designated as a hospice or a swing bed; a convalescent home; a rest or nursing facility; an extended-care facility; a skilled nursing facility; or a facility primarily affording custodial or educational care, care or treatment for persons suffering from Mental Illness, care for the aged, or care for persons addicted to drugs or alcohol.

Injury or Injuries means an accidental bodily injury sustained that results from a Covered Accident. It does not include sickness, disease or bodily infirmity. Overuse syndromes, typically due to repetitive or recurrent activities, such as osteoarthritis, Carpal Tunnel Syndrome or tendonitis, are considered to be a sickness and not an injury for purposes of the Policy.

Inpatient or Confinement means confined overnight as a registered bed patient in a Hospital or other medical facility where at least one day's room and board is charged. This definition does not include a Covered Person's treatment in an ambulatory surgical center, emergency room, or an observation room.

Maximum Benefit Period means the longest period of time for which benefits will be paid for Total Disability as shown on the Schedule of Benefits.

Mental Illness means any disorder, regardless of its cause or medical origin, which is classified as a mental illness or disorder by the International Classification of Diseases. Diagnoses include, but are not limited to: neurosis, psychoneurosis, psychopathy, psychosis, mental or emotional disease, bipolar affective disorder or autism. Diagnoses do not include those that are classified as Substance Abuse, substance dependency or mental illness or disorders induced by Substance Abuse.

Off-The-Job means a Covered Person that is not Actively-at-Work.

On-The Job means a Covered Person that is Actively-at-Work.

Off-The-Job Injury means an Injury that occurs while a Covered Person is not Actively-at-Work.

On-The-Job Injury means an Injury that occurs while a Covered Person is Actively-at-Work.

Open Enrollment means the period of time each year in which You can sign up for health insurance. The Open Enrollment sign up period is set by Your Employer.

Outpatient means a Covered Person who is not confined as Inpatient in a Hospital.

Partial Disability/Partially Disabled means a Covered Person who can perform some, but not all of the duties of his/her Job.

Policy means the Group Policy, including any attached applications, riders, endorsements that describe Your benefits.

Physician means a person, other than a Covered Person, a close relative, or a business or professional partner who is:

1. Duly licensed to practice medicine in the jurisdiction where the medical diagnosis is made, or the procedure performed where such jurisdiction is a continuing member of the United States of America or a territory within the jurisdiction of the United States of America (embassies, military zones, and similarly designated non-domestic extension of the United States government are not included); and
2. Acting within the scope of his/her license.

Pre-existing Condition means a condition for which medical advice, diagnosis, care or treatment were received or recommended by a Physician within 12 months before the Certificate Effective Date.

Retired means that an individual has permanently ended his/her working/professional career and is receiving retirement and/or pension-type benefits such as: Social Security Retirement; company pension; government pension; military pension; 401K plan; and/or Individual Retirement Account (IRA).

Spouse means the person to whom the Employee is legally married.

Substance Abuse means psychological or physical dependence on, or addiction to, alcohol, drugs or any other controlled substances characterized by:

1. Impairments in social and/or occupational functioning;
2. Debilitating physical condition;
3. Inability to abstain from or reduce consumption of the substance; or
4. The need for daily substance use to maintain adequate functioning.

Substance Abuse includes alcohol and drugs, but excludes caffeine and tobacco.

Totally Disabled, Total Disability or Disability means while Your Certificate is in force, a Covered Person is:

1. Unable to perform Your Job or in the case of the covered Spouse, his/her job;
2. Not working for pay or benefits; and
3. Under the regular care of a Physician for an Injury or Covered Sickness causing such Total Disability, unless in the opinion of a Physician, future or continued treatment would be of no benefit.

After 24 months of disability, Total Disability means You are unable to work in any occupation for which you are suited by training, education, or experience.

For an unemployed Covered Person Totally Disabled means the inability to perform two or more of the five Activities of Daily Living while under the regular and appropriate care of a Physician.

We, Our, Us, or Company means Standard Life and Accident Insurance Company.

You or Your or Yours means the Employee listed in the Application for the Policy.

Your Job/Job means the substantial and material duties of the Active Work that You are engaged in at the time You become Totally Disabled.

If Your Spouse is covered under Your Certificate this definition applies as to his/her job.

ELIGIBILITY AND EFFECTIVE DATES

This plan is offered to You as an Employee of the Employer.

EMPLOYEE ELIGIBILITY

An Employee is eligible to apply for coverage under the Policy if the Employee:

1. Is Actively-At-Work; and
2. Is part of an eligible class of Employees listed in the Employer's Application.

An Employee in an eligible class must enroll for coverage by submitting a completed Enrollment Form with the appropriate payroll deduction authorization within 31 days of Employment or after the end of Open Enrollment.

No Employee may be eligible for insurance under the Policy as both an Employee and as a Spouse at the same time.

EMPLOYEE'S INTERIM COVERAGE

An Employee's coverage will be in force from the date of his/her application for coverage to the Effective Date if:

1. A payroll deduction authorization or request for electronic funds transfer (EFT) payment is executed on the date of his/her application; and
2. The Employee is insurable for insurance according to Our rules and practices in effect on the date of his/her Enrollment Form.

EMPLOYEE'S EFFECTIVE DATE

An Employee's coverage will become effective on his/her Certificate Effective Date shown on his/her Certificate Schedule of Benefits subject to the Employee's Interim Coverage.

SPOUSAL ELIGIBILITY

An Employee is eligible to enroll **his/her Spouse if the Spouse is Actively-At-Work**. An Employee may enroll a Spouse for coverage by submitting a completed Enrollment Form within 31 days of the Employee's eligibility or marriage along with the appropriate payroll deduction authorization in accordance with Company policies.

SPOUSE'S EFFECTIVE DATE

A Spouse's coverage will become effective on his/her Certificate Effective Date shown on his/her Certificate Schedule of Benefits subject to Employee's Interim Coverage.

LATE ENTRANTS

If an Employee or eligible Spouse 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. Late Entrants are subject to approval by the Company.

If the Company approves the Enrollment Form, the date that insurance takes effect will be assigned by the Company and shown in the Certificate Schedule of Benefits.

EVIDENCE OF INSURABILITY REQUIREMENTS

Upon request by the Company, Evidence of insurability is required for Employees and his/her eligible Spouse at the Employee's cost if he/she:

1. applies for coverage more than 31 days after the Employee or Spouse first becomes eligible;
2. voluntarily canceled insurance and reapplies;
3. is applying after coverage ended due to non-payment of premium; or
4. is requesting additional coverage under the Policy.

EFFECTIVE DATE OF CHANGES

Any change in coverage will take effect on the date approved by the Company.

If a Covered Person is not Actively-At-Work on his/her last scheduled work day coincident with or preceding the date that an approved increase in his/her coverage is to take effect, such increase will be effective on the date the Covered Person returns to Active Work.

FUTURE INCREASE OPTION

You have the right in the future to increase the Total Disability Benefit under Your Certificate for additional premium, without Evidence of Insurability during an Option Period. An Option Period is a 31 day period immediately following the date that one of the following occurs:

1. A change in family status (marriage, divorce, death, birth or adoption);
2. An increase in income;
3. A job promotion;
4. A job change; or
5. Your Certificate Anniversary Date.

The minimum benefit increase for which You can apply during an Option Period is \$100 of Monthly Benefit.

The maximum benefit increase for which You can apply will be determined by Us based on:

1. Our published underwriting limit; and
2. all disability income benefits that are in force or for which You have applied.

Disability income benefits include those provided by:

1. Us;
2. Any other insurance company; and
3. Your Employer.

Your increased Total Disability Benefit will become effective on Your next premium renewal date following Our approval of the increased benefit.

TERMINATION AND CONTINUATION

TERMINATION

Your coverage will terminate under the Policy on the earliest of:

1. the premium due date if premiums are not paid when due, subject to the Grace Period;
2. the date a Covered Person performs an act or practice that constitutes fraud;
3. the date the Employee requests, in writing, that the coverage be terminated;
4. the date the of the Employee's 75th birthday; or
5. the date of the Employee's death.

If coverage is non-renewed by the Employer, the Employer is responsible for providing Employee's notice of such termination.

Termination of coverage will not affect a claim for a covered loss that occurred while the coverage was in force under the Policy.

PORTABILITY OF INSURANCE

If Your employment ends, You may continue Your coverage for as long as premiums are paid on a timely basis. However, to be eligible to continue coverage, You must meet the following requirements on the date Your employment ends:

- You have been covered under this Certificate for at least 1 month before Your employment ends;
- You are not Totally Disabled;
- You are not Partially Disabled;
- You are not Retired;
- The Policy remains in force; and
- We receive Your written request to continue coverage, along with Your first premium for said coverage within 31 days after Your employment ends.

The insurance continued is the insurance in effect on the date Your employment ended.

Any premium adjustment applied to the Group Policy by the Company, will also be applied to a continued Certificate.

We retain the right to verify Your Gross Annual Income during the portability period or from time to time as may be appropriate.

TOTAL DISABILITY BENEFIT

We will pay the benefit amount shown on the Certificate Schedule of Benefits if a Covered Person becomes Totally Disabled due to a Covered Sickness or Injury from a Covered Accident before his/her 75th birthday. Benefits will begin after the Elimination Period and are payable up to the Maximum Benefit Period.

If benefits due are for a period of less than a full month, We will calculate the benefits on a daily basis. For purposes of this provision, a month is 30 days. The daily amount is 1/30th of the monthly amount.

Benefits will be payable for only one disability at a time even if it is caused by more than one Covered Sickness or Injury from a Covered Accident.

Successive periods of Total Disability will be considered one period of Total Disability unless such periods are separated by at least 180 consecutive days or the disabilities resulted from different or unrelated Injuries or Covered Sicknesses.

Separate periods of Disability, resulting from the same or a related condition and not separated by 180 days or more, are considered a continuation of the prior Disability.

Benefits will be reduced by payments provided to a Covered Employee or on a Covered Employee's behalf because of a Covered Employee's disability under any of the following:

1. Any group insurance policy or similar group plan or arrangement; or
2. Any Federal Social Security Act; or
3. Any state or federal government disability or retirement plan under which benefits were effective on or after the date of Disability; or
4. Any other compulsory benefit act or law (including any Workers' Compensation or occupational disease law, the Jones Act, the Longshoreman's and Harbor Worker's Act, the Maritime Doctrine of Maintenance, Wages or Cure, or any plan provided in place of such a plan).

Income from these sources that are paid in a lump sum will be prorated on a weekly basis over a period for which the sum is given. If no time period is stated, the sum will be prorated on a weekly basis over the lesser of the following:

- a) the Policy's Maximum Benefit Period; or
- b) 12 equal payments.

If payments from these sources are made on a retroactive basis, You must refund any resulting overpayment of Benefits under this Certificate. If You do not promptly refund an overpayment to the Company within 60 days, in a lump sum, then We may reduce or suspend the Monthly Benefit to recover any overpayment.

PARTIAL RECOVERY BENEFIT

If a Covered Person becomes Partially Disabled due to a Covered Sickness or an Injury from a Covered Accident, we will pay the Partial Recovery Benefit shown on the Certificate Schedule of Benefits. Benefits begin after the Elimination Period and are payable for a maximum of 3 months.

A Covered Person will no longer be qualified to receive this benefit upon the earlier of his/her:

1. Becoming Totally Disabled;
2. Being released by his/her Physician to perform the material and substantial duties of his/her Job, or
3. Working at any job earning 75% or more of his/her pre-Disability annual income.

EXCLUSIONS AND LIMITATIONS

PRE-EXISTING CONDITION LIMITATION:

Loss caused by or relating to a Pre-existing Condition is not covered for the first 12 months after the Certificate Effective Date of each Covered Person unless the optional Pre-Existing Condition Benefit is selected.

EXCLUSIONS:

No benefits are paid for disability which results from a Covered Person's:

- intentionally self-inflicted Injury or attempted suicide, while sane or insane;
- commission of, or attempt to commit, a felony;
- the voluntary or involuntary administration, taking or ingestion of any drug, sedative or narcotic unless taken as prescribed by a Physician;
- engaging in an illegal occupation;
- involvement in any period of armed conflict, even if it is not declared;
- participation in a riot;
- riding in or driving any motor-driven vehicle in a race, stunt show or speed test;
- operating, learning to operate, serving as a crew member of or jumping or falling from any aircraft, including those which are not motor driven. This does not include flying as a fare-paying passenger.

We will also not pay for disability occurring within the first ten (10) months of coverage when the disability directly arises from a Covered Person's pregnancy. Disability resulting from Complications of Pregnancy will be covered as a sickness.

PREMIUMS

PREMIUM DUE DATE The initial premium is for the term shown on the Certificate Schedule of Benefits. The renewal premium for later periods of coverage is due on the first day of the next term. This coverage will end (lapse) if the renewal premium in effect is not paid before the end of the Grace Period.

If payroll deduction facilities are available to You, the premium will be deducted from Your pay and remitted to Us by the Employer.

PREMIUM ADJUSTMENT

Initial premium rates are guaranteed by Us for 12 months. After this initial 12-month period, the Company may change the premium rates from time to time with at least sixty (60) days advance written notice to the payor.

The Company reserves the right to change rates at any time if any of the following events take place:

1. The terms of the coverage changes;
2. The Participation Requirements stated in the Policy are not met; or
3. Any federal or state law or regulation is amended to the extent it affects Our benefit obligation.

The Company will not extend retroactive coverage, or termination, to Employees or Dependents due to clerical errors by the Employer, for a time period greater than sixty (60) days.

GRACE PERIOD

A Grace Period may apply to any premium payments made in any mode other than a single premium. Premium payments after the initial premium payment may be paid within the Grace Period. The Grace Period will last for 31 days after the due date of the premium payment. During the Grace Period, the coverage will remain in force. However, the Company is not obligated to pay any claims incurred during the Grace Period until the premium due is received. If premium payments are not made by the end of the Grace Period, the coverage will immediately cease to be in force.

No Grace Period will be provided if the Company receives notice to terminate the Covered Person's coverage prior to a premium due date.

UNPAID PREMIUM

Any due and unpaid premium may be deducted from any benefits then payable.

PREMIUM REFUND AT DEATH

If a Covered Person's coverage terminates due to death, the Company will refund the pro rata unearned portion of any premium paid for such Covered Person.

PREMIUM CHANGE DUE TO TERMINATION OF COVERAGE

Future premiums for coverage will be adjusted, if necessary, when coverage for a Covered Person ends. If the Company accepts a premium for a Covered Person whose coverage should have ended, such premium will be refunded.

MISSTATEMENT OF AGE

If premiums for the Covered Person are based on age and the Covered Person's age has been misstated, there will be an adjustment of premiums based on his/her true age. If the benefits for which the Covered Person is eligible are based on age and the Covered Person's age has been misstated, there will be an adjustment of said benefit based on his/her true age. The Company may require satisfactory proof of age before paying any claim.

MISSTATEMENT OF GROSS ANNUAL INCOME

If a Covered Person's Gross Annual Income has been misstated, and if the amount payable exceeds what the Covered Person could have purchased at the correct Gross Annual Income, then the amount of the benefit will be reduced to the current income level of the Covered Person, but not below that which the Covered Person would qualify for on his/her Certificate Effective Date.

CLAIM PROVISIONS

NOTICE OF CLAIM

A claimant must give the Company written notice of a claim. It should be given within 60 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by a claimant or on behalf of a claimant to Us at our Home Office, or to any authorized agent of the Company, with information sufficient to identify the claimant, will be deemed notice to the Company.

CLAIM FORMS

The Company will send the claimant a claim form when a notice of claim is received. If the form is not furnished within 15 days from the time the claimant gives notice, he/she may fulfill the proof of loss requirements by sending written proof covering the occurrence, the character and the extent of the loss for which claim is made within the time set in Proof of Loss.

PROOF OF LOSS

The claimant must give the Company written proof of loss within 90 days after such loss. If it is not reasonably possible to do so, the Company will not reduce or deny the claim for being late if proof is given as soon as reasonably possible. It must, however, be given within 15 months from the date of loss, unless the claimant is not legally capable. Written proof of loss, provided at your expense, means a completed claim form or other documentation that includes:

1. the date and description of an accident, if applicable;
2. your employer's statement verifying your last day of work, job title, job duties, your normal work schedule, and the return to work date, if any; and
3. your attending doctor's statement verifying dates of treatment, diagnosis, dates you were restricted from performing your job, and the applicable restrictions and limitations.

If You are self-employed when You become Totally Disabled, We will require that You provide a valid business license and filed federal tax returns as proof You are self-employed. We also reserve the right to require verification of any such information that You provide. We also reserve the right to have You examined by an authorized Company representative.

Any additional proof that We require, such as medical records, will be at Our expense.

EVIDENCE OF CONTINUING DISABILITY

Once We approve Your claim, You will be asked to provide evidence of continuing disability at reasonable intervals based on Your condition. Evidence of continuing disability means documentation of Your condition that is sufficient to allow Us to determine if You are still disabled. If You do not submit evidence of continuing disability when requested, Your payments will end.

You must give us proof of continuing disability no later than 90 days after the end of a period for which We may owe You benefits. Upon receipt of evidence of continuing disability, benefit payments will resume subject to the terms of this Certificate.

TIME OF PAYMENT OF CLAIMS

Benefits payable under the Policy for any loss other than loss for which the Policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which the Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

PAYMENT OF CLAIMS

Benefits for loss of life will be payable in accordance with the Beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such benefits will be payable to the estate of the claimant. Any other accrued indemnities unpaid at the claimant's death may, at Our option, be paid either to such Beneficiary or to such estate. All other indemnities will be payable to the claimant.

If any benefit is payable to the estate of the claimant, or to a claimant or Beneficiary who is a minor or otherwise not competent to give a valid release, We may pay such indemnity up to an amount not exceeding \$2,500 to any relative by blood or connection by marriage of the claimant or Beneficiary who is deemed by Us to be equitably entitled thereto. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment.

ASSIGNMENT

An Employee may assign all of his/her rights, privileges and benefits under the Policy without the consent of his/her designated Beneficiary. The Company is not bound by an assignment until the Company receives and files a signed copy. The Company is not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the Policy.

CHANGE OF BENEFICIARY

The right to change a Beneficiary is reserved for the Employee, and the consent of the Beneficiary or beneficiaries is not required for the surrender or assignment of the benefits, for any change of Beneficiary or beneficiaries, or for any other changes in the coverage.

PHYSICAL EXAMINATIONS AND AUTOPSY

The Company may have a Covered Person examined at its own expense as often as it may reasonably require while their claim is pending under the Policy and to make an autopsy in case of death where it is not forbidden by law.

LEGAL ACTIONS

No action at law or in equity shall be brought to recover under the Policy for at least 60 days after the Employee has given the Company written proof of loss in accordance with the requirements of the Policy. The Employee cannot start such action more than 3 years after the date proof of loss is required to be furnished.

RIGHT OF RECOVERY

When an overpayment has been made by Us, We will have the right to: a) recover that overpayment from the person to whom or on whose behalf it was made; or b) offset the amount of that overpayment from a future claim payment.

GENERAL PROVISIONS

ENTIRE CONTRACT; CHANGES

The Policy, the Application(s), the Riders (if any), and any attached papers make up the entire contract between the Employer and the Company.

In the absence of fraud, all statements made by the Employee or covered Spouse will be considered representations and not warranties. No written statement made by the Employee or covered Spouse will be used in any contest unless a copy of the statement is furnished to the Employee or his/her Beneficiary or personal representative.

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

The Company may amend or change the Policy by written agreement with the Employer. We may amend or change the Certificate at any time, without the consent of the Employer, the Employee, any Covered Person or beneficiary, if required by law. Any amendment will be without prejudice to any charge incurred prior to the effective date of the change.

TIME LIMIT ON CERTAIN DEFENSES

Misstatements in the Enrollment Form - After 2 years from the Certificate Effective Date, no misstatements, except fraudulent misstatements, made by the Employee or a covered Spouse in the Enrollment Form for coverage will be used to void the coverage or to deny a claim for loss incurred or disability (as defined herein) commencing after the expiration of the two-year period.

Pre-Existing Conditions - No claim for loss or disability (as defined herein) commencing after 12 months from a Covered Person's Certificate Effective Date will be reduced or denied on the grounds that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed before the Certificate Effective Date.

CONFORMITY WITH STATE STATUTES

Any provision of the Policy which, on its effective date, is in conflict with the statutes of the state in which the Employer is located is hereby amended to conform to the minimum requirements of those statutes.

EXAMINATION OF THE POLICY

The Group Policy will be available for inspection at the Employer's office during regular business hours.

ERISA

The Employer has established and maintains an employee welfare benefit plan as defined in the Employee Retirement Security Act of 1974, as amended, to provide the benefits described in the Policy to its Employees and their Dependents. These benefits are insured by Us under the Policy, which the Employer endorses. The Employer is the Plan Administrator, Plan Sponsor, named fiduciary, and, if applicable, Plan Trustee, for the Plan. For more information about the plan, consult the Policy. ERISA does not apply to certain plans, such as government plans and church plans.