

The
UNION LABOR LIFE INSURANCE COMPANY

Incorporated Under the Laws of the State of Maryland
WASHINGTON, D.C.

(the Company)

Administrative Office: 8403 Colesville Road, Silver Spring, MD 20910
Phone: (202) 682-0900 or 1 (800) 431-5425

**Certifies that it has issued Life Policy No. G-3194
and Health Policy No. C-4466**

to

**TRUSTEES OF THE NORTHERN CALIFORNIA TILE INDUSTRY
HEALTH AND WELFARE FUND
(the Policyholder)**

This Certificate describes the benefits and main points of the Policy for individuals who are eligible for insurance under the Policy. The Certificate is not an insurance policy and does not amend, extend or alter the coverage afforded by the Policy. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the insurance described in this Certificate will apply to insured Persons only if they are eligible, become insured, and remain insured in accordance with all the terms, exclusions and conditions of the Policy. If there is a discrepancy between the terms of the Policy and this Certificate, the Policy will control.

This Certificate replaces any prior Certificates issued by the Company to individuals covered under the Policy.

READ YOUR CERTIFICATE CAREFULLY!

THE UNION LABOR LIFE INSURANCE COMPANY



SECRETARY



PRESIDENT

**CERTIFICATE OF GROUP INSURANCE
(The Certificate)**

GC-9700

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SECTION 1 - SCHEDULE OF BENEFITS

THE AMOUNT OF INSURANCE OF ANY PERSON OR DEPENDENT SHALL BE BASED UPON THE FOLLOWING:

FORMS OF INSURANCE

AMOUNT OF INSURANCE
PERSONS

LIFE INSURANCE BENEFIT

CLASS

Actives \$ 5,000.00*

*The Amount of Insurance will be reduced by 50% of the original Amount of Insurance at age 70.

DEPENDENTS

Spouse \$ 2,500.00

Dependent Child

Birth to 6 months of age \$ 500.00

Age 6 months until the child attains age 20
(or to age 25 if in school) \$ 1,000.00

PERSONS

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT
(Principal Sum)

CLASS

Actives \$ 5,000.00*

*The Amount of Insurance will be reduced by 50% of the original Amount of Insurance at age 70.

SECTION 2 - DEFINITIONS

Defined terms are shown in the Policy with an initial capital letter. The following definitions apply to these terms when used in the Policy, unless otherwise defined where such term is used.

Company

The Union Labor Life Insurance Company, 8403 Colesville Road, Silver Spring, MD 20910.

Doctor

An individual licensed as a Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.). The term "Doctor" shall also include any licensed or certified health care provider as required by state law, for services which are within the scope of the health care provider's license or certificate.

Illness

A disorder or disease of the body or mind. Illness shall include: (a) pregnancy; (b) childbirth; and (c) related medical conditions.

Injury

Bodily harm that: (a) the Person sustains while this benefit is in force; and (b) is not the result of an Illness.

Officer of the Company

The Chairman, Chief Executive Officer, President, a Vice President, the Secretary or Assistant Secretary of the Company.

Person

An employee and/or member of a Participating Employer who is insured under the Policy and in a Class of Eligible Persons.

Policy

The contract, the application, and any subsequent amendment that the Company issues to the Policyholder.

SECTION 3 - ELIGIBILITY

PERSONS

Classes of Eligible Persons

All active employees of Participating Employers, whose employment is the subject of a Collective Bargaining Agreement by and between the Participating Employers and Northern California Tile Industry.

When A Person First Becomes Eligible

A Person, who is in a Class of Eligible Persons on or after the Policy Effective Date, will be eligible for the insurance provided by the Policy on the later of the:

1. Policy Effective Date; or
2. first day when the Person's hour bank has been credited with 360 hours in a period of no more than three consecutive months.

When the Person works in covered employment and has hours reported on his or her behalf, an "Hour Bank" is established for him or her. Each month, the Person's hour bank is credited with the hours that he or she worked two months prior.

Effective Date of Person's Insurance

A Person's insurance will become effective on the date he or she is eligible.

Continuation of Eligibility

1. Once insured, a Person will continue to be eligible as an active full-time employee, provided he or she has a balance of at least 120 hours at the beginning of each month.
2. Any hours worked in excess of the required 120 hours during a month will be held in an account called an Hour Bank. Such hours will then be used to continue a Person's eligibility as an active full-time employee, if he or she fails to work the required 120 hours in a subsequent month. The hours in a Person's Hour Bank may not exceed a maximum of 360 hours at any one time.

When a Person's Insurance Terminates

A Person's insurance under the Policy will terminate upon the earliest of:

1. the date the Policy terminates;
2. the date the Person is no longer in a Class of Eligible Persons under the Policy;
3. the date premium payments on behalf of the Person cease;
4. the date the Person fails to pay the required premium, if any, when due; or
5. the date the Person enters into full-time active duty with the armed forces of any country.

SECTION 3 – ELIGIBILITY
(Continued)

Reinstatement of Insurance

1. If a Person has been of hour bank coverage for less than six months, he or she does not have to work 360 hours of covered employment to be covered again. Instead, the Person will be reinstated to hour bank coverage if he or she works 120 hours in time to restore the Person's coverage before having a six-month gap.
2. If a Person's insurance terminates because he or she enters into full-time active duty with the armed forces of any country, it will be reinstated on the date he or she returns to active work:
 - a. for a Participating Employer; and
 - b. within 90 days of discharge from military service.
3. If a Person's insurance terminates for any other reason, he or she may again become eligible for the insurance by satisfying the requirement of eligibility as a new employee under the provision titled *When a Person First Becomes Eligible* in this Section of the Policy.

SECTION 3 – ELIGIBILITY
(Continued)

DEPENDENTS

Eligible Dependents

Dependents who are eligible for insurance under the Policy shall be a Person's:

1. lawful spouse or Registered Domestic Partner; and
2. each unmarried child from birth to age 20; and
3. each child who is chiefly dependent upon the Person for support and maintenance, and who is attending an accredited school as a full-time student. Such child will be considered an Eligible Dependent under the Policy until the earliest of:
 - a. the date the child marries;
 - b. the date the child ceases to be a full-time student; or
 - c. the date the child attains the age of 25.

As used in the Policy, "child" or "children" mean a Person's natural child. The terms shall also include:

1. an adopted child, from the date the child is placed in the Person's home; and
2. a step-child, or foster child, if such child is chiefly dependent upon the Person for support and maintenance; and
3. a child of a covered Domestic Partner, if such child is chiefly dependent upon the Person for support and maintenance.

To be considered an eligible Domestic Partner under the Policy, the Person and the Domestic Partner must have filed an Affidavit of Domestic Partnership, as required under California law that meets the following requirements:

1. The Person and the Domestic Partner must share a legal residence.
2. The Person and the Domestic Partner must be jointly responsible for each others' basic living expenses incurred during the Domestic Partnership.
3. Neither the Person nor the Domestic Partner must be married or a partner in another Domestic Partnership.
4. The Person and the Domestic Partner must not be related by blood in a way that would prevent them from being married to each other in this state.
5. The Person and the Domestic Partner are both at least 18 years of age.
6. The Person and the Domestic Partner are either:
 - a. the same sex; or

SECTION 3 – ELIGIBILITY
(Continued)

- b. eligible under Title II of the Social Security Act as defined in 42 U.S.C. Section 402(a) for old age insurance benefit or Title XVI of the Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals. Notwithstanding any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless both persons are over the age of 62.
- 7. The Person and the Domestic Partner are both capable of consenting to the Domestic Partnership.
 - 8. Neither the Person nor the Domestic Partner has previously filed an Affidavit of Domestic Partnership that has not been terminated under California law.

Handicapped Child

A Dependent child, whose insurance under the Policy would otherwise terminate solely due to attainment of the limiting age, will continue to be considered an Eligible Dependent while he or she is and remains:

- 1. chiefly dependent upon the Person for support and maintenance; and
- 2. incapable of self-sustaining employment solely because of mental or physical incapacity;

provided:

- 1. the child became so incapable prior to attainment of the limiting age; and
- 2. written evidence of the incapacity is sent to the Company within 31 days after attainment of the limiting age; and
- 3. proof that the child continues to be dependent and incapable is sent to the Company from time to time at its request, but not more frequently than once a year after 2 years from the date the child attained the limiting age stated above.

Dependents Who are Persons

A Dependent who is eligible for benefits as a Person under the Policy shall not be considered an Eligible Dependent under the Policy.

Effective Date of Dependents' Insurance

A Dependent shall become insured on the earlier of the date:

- 1. the Person becomes insured; or
- 2. the Policy is amended to include Life Insurance for Dependents.

If a Person acquires a Dependent after either of the above 2 dates, such Dependent will become insured on the date he or she is eligible as provided under *Eligible Dependents* in this Section.

Newborn Child

A newborn child will be insured from the date of birth for 31 days. The Person must notify the Policyholder and pay the required premium, if any, within 31 days after the date of birth for coverage to continue beyond such 31-day period.

SECTION 3 – ELIGIBILITY
(Continued)

When a Dependent's Insurance Terminates

A Dependent's Insurance under the Policy will terminate upon the earliest of:

1. the date the Policy terminates;
2. the date the Person's insurance terminates;
3. the date the Policy is amended to terminate insurance for the class to which the Dependent belongs;
4. the date the Dependent is no longer eligible as provided under *Eligible Dependents* in this Section;
or
5. the date the Dependent enters into full-time active duty with the armed forces of any country.

SECTION 3 – ELIGIBILITY
(Continued)

CONTINUATION OF INSURANCE

Continuation of Coverage During Labor Dispute

In the event of a cessation of work by Persons insured under the Policy as a result of a labor dispute, such Persons will be eligible to continue all coverages provided under the Policy, during the period of cessation of work if:

1. at least 75% of the Persons insured as of the date of cessation of work elect to continue coverage under the Policy; and
2. the Persons who elect to continue coverage make timely payment of the required premium to the Policyholder for remittance to the Company.

Continuation coverage will begin on the day of work cessation and will end:

1. 6 months from the date of cessation of work; or
2. when the Person obtains full-time employment with another employer;

whichever first occurs.

The Policyholder will be responsible for notifying the Persons of the premium required to continue coverage. Such premium will be the then current monthly premium, including any Member contribution and any employer contribution, plus 20%. The Company will have the right to adjust the premium rate in accordance with the terms of the Policy.

Any premium for the Policy which is due and unpaid as of the date of work cessation is to be first paid within the time set forth in the *Grace Period* provision in Section 7 – General Provisions in the Policy.

During the period of continuation coverage, the Policy cannot be terminated by the Policyholder or the Company.

SECTION 4 - LIFE INSURANCE BENEFIT

PERSONS

The Life Insurance Benefit will be paid if a Person dies while insured under this benefit.

Benefit Determination

The amount of benefit to be paid will be the Amount of Insurance as shown in the **Schedule of Benefits** Section which is in force for the Person on the date of his or her death, subject to all the terms and conditions of the Policy.

Benefit Payment

The benefit will be paid to the Person's named Beneficiary, upon receipt of due proof of death, as provided in the **Claim Payment** Section.

Assignment of Benefits

A Person may not assign his or her Life Insurance Benefit under the Policy to any individual or entity.

DEPENDENTS

The Dependent Life Insurance Benefit will be paid if a Dependent dies while insured under the Policy.

Benefit Determination

The amount of benefit to be paid will be the Amount of Insurance in force for that Dependent on the date of his or her death, as shown in the **Schedule of Benefits** Section, subject to all the terms and conditions of the Policy.

Benefit Payment

The benefit will be paid upon receipt of due proof of death, as provided in the **Claim Payment** Section.

CONVERSION PRIVILEGE

If an individual's Life Insurance Benefit, or any portion thereof, terminates, he or she is entitled to convert all or a portion of the Amount of Insurance which has been terminated. This conversion will be to an individual policy of life insurance ("Conversion Policy"). The individual will not be required to submit proof of good health to convert.

Conversion Rights for Persons

Conversion Rights, upon Individual Termination or Class Change

If a Person's Life Insurance Benefit, or any portion thereof, terminates because he or she:

1. ceases to be eligible under "Classes of Eligible Persons" appearing under PERSONS in the **Eligibility** Section; or
2. transfers from one Class of Eligible Persons to another, and the class to which he or she has transferred, offers lesser benefits;

**SECTION 4 - LIFE INSURANCE BENEFIT
(Continued)**

he or she may convert up to the Amount of Insurance which terminated, less any amount for which he or she becomes eligible under the Life Insurance Benefit of the Policy or under any other group policy within 31 days from the date of termination.

Conversion Rights Upon Individual Reduction due to Age or Retirement

If a Person's Life Insurance Benefit is reduced because of the individual's:

1. age; or
2. retirement;

he or she may convert up to the amount of the reduction.

Conversion Rights upon Policy or Class Termination

If a Person's Life Insurance Benefit terminates because the Policy:

1. terminates; or
2. is amended to terminate coverage for a Class of Eligible Persons under which the Person was insured;

he or she may convert to an amount that does not exceed the lesser of the following, provided the Person has been continuously insured under the Life Insurance Benefit of the Policy (or the plan which the Policy replaced) for at least 5 years:

1. the amount of Life Insurance Benefit in effect for the Person on the date of termination, less any amount for which he or she is or becomes eligible under the Policy or any other group policy (which replaces the Policy) within 31 days after the date of termination; or
2. \$2,000.

Notice of Conversion Privilege

The Policyholder must notify an individual of his or her right to convert. If the notice is not given by the 16th day of the 31-day Conversion Period, the individual will have an additional period in which to convert. The additional period will expire 25 days from the date he or she is notified, but in no event will the right to convert be extended more than 91 days beyond the date the individual's insurance terminated under the Policy. Written notice presented to the individual, or mailed to his or her last known address, shall constitute notice for purposes of this provision.

In no event is the individual's Life Insurance Benefit extended beyond the end of the 31 day Conversion Period, whether or not notice is given.

Conversion Period

To qualify for a Conversion Policy, an individual must submit a written application to the Company and pay the first premium due within 31 days from the date his or her Life Insurance Benefit terminates under the Policy, unless an additional period in which to convert has been granted as shown in *Notice of Conversion Privilege* in this Section.

SECTION 4 - LIFE INSURANCE BENEFIT (Continued)

Conversion Policy

An individual who is eligible to convert is entitled to convert to any individual policy which is then being offered by the Company, other than term insurance, or insurance which provides disability or other supplemental benefits.

Premium Rates

The premium rates for the Conversion Policy will be the Company's premium rates in effect for the amount and type of policy elected and based on the individual's class of risk and attained age (age nearest birthday at the date of issue of the Conversion Policy) on the effective date of the Conversion Policy.

Effective Date

The individual life insurance Conversion Policy will take effect at the end of the 31-day period provided the premium has been paid before the end of such period.

Death Within the Conversion Period

If an individual dies during the 31-day Conversion Period, the maximum Amount of Insurance which he or she was entitled to convert under the Life Insurance Benefit will be paid as a benefit under the Policy, to the last Beneficiary named by the individual, whether or not conversion was applied for, and premium paid.

If a Conversion Policy was applied for, such Conversion Policy will be null and void even if the Conversion Policy had been issued; and no death claim will be payable under the Conversion Policy. The Company will return any premium paid for the Conversion Policy.

Limitation on Amount Converted

No individual who is insured or who becomes insured under the Policy and who holds an individual life insurance policy obtained through exercise of the Conversion Privilege of the Policy, shall again be entitled to exercise the Conversion Privilege for which he or she is otherwise eligible as long as such individual policy of life insurance remains in effect.

Conversion Rights for Dependents

If a Dependent's Life Insurance terminates for any reason, he or she will be entitled to convert on the same basis as the Person.

If the Dependent is a minor, the Dependent's legal guardian, or an individual or institution who has custody and principal support of the Dependent, may make application for conversion on behalf of the Dependent.

SECTION 4 - LIFE INSURANCE BENEFIT
(Continued)

WAIVER OF PREMIUM (Persons Only)

A Person under the age of 60:

1. who becomes Totally Disabled while insured under the Policy;
2. who has been Totally Disabled for at least 9 months; and
3. for whom premium payments continue to be made or whose coverage is terminated for failure to meet the Eligibility requirements stated in the Policy because of Total Disability;

may apply to continue his or her life insurance under this Waiver of Premium provision. The initial continuation of insurance under this provision will be for 12 months from the date premium payments on behalf of the Person cease, but in no event longer than 24 months from the date Total Disability began.

Waiver of Premium will continue until the earlier of:

1. the date the Person's Total Disability ends; or
2. the end of the 12-month period.

"Totally Disabled" and "Total Disability" mean the Person's complete inability; due to Injury or Illness; to engage in any business, occupation or employment, even on a part-time basis, for which the Person is qualified, or becomes qualified by reason of education, training, or experience, for pay; profit; or compensation.

The Person must submit satisfactory written proof (the "Initial Proof") of Total Disability within 12 months from the date premium payments on behalf of such Person cease; but in no event more than 24 months from the date Total Disability began.

The Initial Proof must show that the Total Disability:

1. began while the Person was insured under the Policy;
2. began before the attainment of age 60; and
3. has rendered the Person Totally Disabled for at least 9 consecutive months.

Notice of Application for Waiver Determination

The Company will give written notice to the applicant within 10 days of receipt of an application for waiver. The notice will state whether or not the application is approved and give the reasons for any disapproval. If the application for waiver is disapproved, the Person may continue eligibility under the Policy for Life Insurance only if the Policyholder continues the Person on a premium-paying basis.

A Person who is denied continuation of his or her group Life Insurance through Waiver of Premium and:

1. is not continued by the Policyholder on a premium-paying basis; or
2. did not exercise his or her right to convert to an individual policy of life insurance;

may be entitled to the same conversion rights that applied to the Person on the date his or her Life Insurance would have terminated in the absence of this Waiver of Premium provision.

SECTION 4 - LIFE INSURANCE BENEFIT
(Continued)

A Person who holds an individual conversion policy and who has been denied continuation of his or her group Life Insurance through Waiver of Premium, may continue his or her coverage under the individual conversion policy.

Death of Person Before or While Waiver of Premium is in Effect

If a Person applies for waiver under this provision and dies before this Waiver of Premium is in effect, the Beneficiary must submit written proof that Total Disability continued without interruption from the date the Person became Totally Disabled to the date of death. Except that if at the time of death, Life Insurance on the Person has been continued on a premium paying basis, the Amount of Insurance in force under the Policy will be paid to the beneficiary, subject to the all the terms and conditions of the Policy.

If a Person dies while this Waiver of Premium is in effect, the Beneficiary must submit written proof that Total Disability continued without interruption from the last anniversary of the Company's receipt of proof Total Disability to the date of death.

Benefit Amount

The amount of Life Insurance continued under this Waiver of Premium, will be the Amount of Insurance in force for the Person on the date insurance would otherwise have terminated in the absence of this waiver provision. The amount of Life Insurance continued under this Waiver of Premium is subject to any reduction or termination in the Amount of Insurance, as shown on the Schedule of Benefits.

Any Person who:

1. is approved for waiver under this provision and
2. holds an individual policy of life insurance through exercise of the Conversion Privilege under the Policy;

is not entitled to receive benefits under both the Policy and the individual conversion policy for the same amounts of insurance. At the time of the Person's death, payment will be made under the Policy only if the individual policy is surrendered to the Company without claim other than for return of the premiums paid, less dividends.

Continuance of Waiver of Premium

A Person who has applied for and received approval of Waiver of Premium for the Life Insurance Benefit under the Policy, may continue the Waiver of Premium for additional 12-month periods, provided the Person:

1. remains Totally Disabled and
2. submits written proof of continued Total Disability each year within 3 months of the anniversary of the Company's receipt of Initial Proof. Such proof must be sent to the Company at the Person's own initiative; the Company shall not be required to request such proof.

SECTION 4 - LIFE INSURANCE BENEFIT
(Continued)

Right to Require Examination

The Company, at its own expense, may require a Person whose Life Insurance has been continued by this Waiver of Premium to be examined by a Physician of its choice, at any reasonable time during the Person's first two years of Total Disability. After two years, the Company will not require such examination more than once a year.

Conversion Privilege

A Person, whose Life Insurance was continued by this Waiver of Premium, may be entitled to the same conversion rights that applied to the Person on the date his or her Life Insurance would have terminated in the absence of this Waiver of Premium provision.

SECTION 5 - ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Upon receipt of due proof of loss, the Accidental Death and Dismemberment Benefit will be paid if:

1. a Person, while insured under this benefit, suffers an accidental Injury; and
2. as the direct result of the accident, and independent of all other causes, the Person suffers a Covered Loss within 90 days after the accident.

A "Covered Loss" means permanent loss of:

1. life; or
2. a hand, by complete severance at or above the wrist joint;
3. a foot, by complete severance at or above the ankle joint;
4. an eye, involving irrecoverable and complete loss of sight in the eye;

except as excluded under *Exclusions* in this Section, and subject to all the terms and conditions of the Policy. The amount of benefit to be paid for a Covered Loss is determined as follows:

SCHEDULE OF LOSSES

FOR LOSS OF:

THE BENEFIT IS:

LIFE.....	THE PRINCIPAL SUM
TWO HANDS.....	THE PRINCIPAL SUM
TWO FEET.....	THE PRINCIPAL SUM
SIGHT OF TWO EYES.....	THE PRINCIPAL SUM
ONE HAND AND ONE FOOT.....	THE PRINCIPAL SUM
ONE HAND AND SIGHT OF ONE EYE.....	THE PRINCIPAL SUM
ONE FOOT AND SIGHT OF ONE EYE.....	THE PRINCIPAL SUM
ONE HAND OR ONE FOOT.....	ONE-HALF THE PRINCIPAL SUM
SIGHT OF ONE EYE.....	ONE-HALF THE PRINCIPAL SUM

If the Person suffers more than one loss in any one accident, payment shall be made only for that loss for which the largest amount is payable.

Exclusions

No benefit will be paid for any loss that is caused directly or indirectly, or in whole or in part, by any of the following:

1. bodily or mental illness or disease of any kind;
2. ptomaines or bacterial infections (except infections caused by pyogenic organisms which occur with and through an accidental cut or wound);
3. suicide or attempted suicide while sane or insane;
4. intentional self-inflicted Injury;
5. participation in, or the result of participation in, the commission of an assault, or a felony, or a riot, or a civil commotion; or

SECTION 5 - ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT
(Continued)

6. war or act of war, declared or undeclared; or any act related to war, or insurrection.

SECTION 6 - CLAIM PAYMENT

BENEFICIARY (Life Insurance and Accidental Death and Dismemberment Benefits)

For Persons

A Person's Beneficiary is the party or parties named by the Person, as shown on the Company's records, to receive the benefits payable under the Policy upon the Person's death. The Person may name one or more Beneficiaries to receive the death benefit.

The Person may change the Beneficiary at any time, without the consent of the previously named Beneficiary. Such change must be requested in writing on a form furnished by or satisfactory to the Company. Such change will take effect upon receipt of the signed form at the Administrative Office of the Company.

Upon receipt of Satisfactory Proof of Claim, the Company will pay the death benefit due under the Life Insurance and Accidental Death and Dismemberment Benefits to the Person's named Beneficiary as follows:

1. If the Person has named more than one Beneficiary, each surviving Beneficiary will share equally, unless otherwise indicated by the Person when the Beneficiaries were named.
2. If there is no named Beneficiary, or if no named Beneficiary is surviving at the time of death of the Person, payment will be made to the first surviving class in the following order of preference:
 - a. the surviving spouse;
 - b. the Person's children, in equal shares;
 - c. the Person's parents, in equal shares;
 - d. the Person's brothers and sisters, in equal shares; or
 - e. the executors or administrators of the Person's estate.

In order to determine which class of individuals is entitled to the death benefit, the Company may rely on an affidavit made by any individual listed above. If payment is made based on such affidavit, the Company will be discharged of its liability for the amount so paid, unless written notice of claim by another individual listed above is received before payment is made.

3. If the Beneficiary is a minor or someone not able to give a valid release for payment, the Company will pay the benefit to his or her legal guardian. If there is no legal guardian, the Company may pay the individual or institution who has, in its opinion, custody and principal support of such Beneficiary. The Company will be fully discharged of its liability for any amount of benefit so paid in good faith.

LIFE INSURANCE

Proof of Claim

Satisfactory Proof of Claim will include a certified copy of the individual's death certificate and any other data that the Company may require to establish the validity of the claim.

SECTION 6 - CLAIM PAYMENT (Continued)

Facility of Payment

If an individual appears to the Company to be equitably entitled to compensation because he or she has incurred expenses on behalf of the Person's burial, the Company may pay to such individual the expenses incurred up to \$500. Such payment, however, shall not exceed the amount due under the Policy. The Company will be fully discharged of its liability for any amount of benefit so paid in good faith.

Mode of Payment

Death benefit proceeds will be paid to the Beneficiary in one lump sum, unless the Person has elected to have the proceeds paid in installments under an optional plan that is then being offered by the Company. Details of such optional plans are available on request from the Company. If the Person does not elect an optional plan for payment of death benefit proceeds, the Beneficiary may do so after the Person's death.

Maximum Payment of Benefits

The total benefit payable under the Policy for Life Insurance will never exceed the Amount of Insurance shown in the **Schedule of Benefits** Section. In no event will payment be made under more than one of the following Life Insurance provisions:

1. Life Insurance Benefit;
2. Waiver of Premium; or
3. Conversion Privilege.

Payment of Dependent Life Insurance Benefit

Benefits payable under the Policy on the death of a Dependent will be paid to the Person in one lump sum. If the Person dies prior to the Dependent, the Company will pay the benefit due to the Person's estate.

SECTION 6 – CLAIM PAYMENT (Continued)

ACCIDENT AND HEALTH INSURANCE

Notice and Claim Forms

In order to receive a claim form for filing a claim, written notice of a claim must be given to the Company within 90 days after the date of a loss which is covered under the Policy. Otherwise, the Company must be notified as soon as it is reasonably possible to do so. If claim forms are available from the Policyholder, written notice of a claim is not required in order to receive a claim form.

Upon receipt of the written notice of claim, the Company or Policyholder will provide claim forms for filing proof, to the Person making a claim. If the Person does not receive the claim forms within 15 days after he or she sent notice of a claim, the Person can file a claim without a claim form by sending the Company written proof of claim which includes the information required under *Proof of Loss* as described below.

Proof of Loss

Proof of the loss for which a claim is made must be given to the Company no later than 90 days after the date of loss. A claim will not be reduced or denied for failure to provide proof within this time, if it is shown that it was not reasonably possible to furnish proof, and that proof was provided as soon as it was reasonably possible. However, no claim will be paid if proof is received more than one year after the date of loss, unless the Person or Dependent was legally unable to notify the Claim Administrator.

The proof of the loss must include all information necessary for the Company to determine the:

1. nature of the loss; and
2. date of the loss.

The Company may require, as part of the proof, authorization to obtain medical and non-medical information. The Company will notify the Person of any additional information required to process a claim.

Payment of Claims

For a covered loss, benefits shall be paid directly to the Person. In case of loss of life, benefits will be made to the Person's Beneficiary.

Right to Examination and Autopsy

The Company, at its own expense, has the right to have:

1. the Person whose claim is pending examined, by a Doctor of its choice; and
2. an autopsy performed, if it is not prohibited by law.

SECTION 6 – CLAIM PAYMENT
(Continued)

Legal Actions

A claimant, or the claimant's authorized representative cannot start any legal action with respect to a claim:

1. until 60 days after proof of claim, as required above, has been given; nor
2. more than 3 years after the time proof of claim is required.

SECTION 7 - GENERAL PROVISIONS

Statements; Incontestability of Insurance

All statements made by the Policyholder or a Person are considered, except for fraud, to be representations and not warranties. No such statements may be used to contest the validity of the Policy, or a Person's insurability unless:

1. it is in writing and signed by the Policyholder or the Person; and
2. a copy of the statement is given to the Policyholder, the Person or his or her Beneficiary.

A Person's insurance, for which proof of good health was required, will not be contested after such insurance has been in force for 2 years during his or her lifetime. This provision does not preclude the Company from asserting defenses based upon the Person's ineligibility for insurance, non-payment of premium, or fraud.

Misstatement of Age

If the age of a Person has been misstated, the Company will use the Person's true age to determine:

1. the effective date or termination date of the Person's insurance under the Policy;
2. the amount of insurance; and
3. any other rights or benefits affected by age.

Based on true age, the Company may make an adjustment to the premiums, the benefits, or both.

Policy Not in Lieu of Workers' Compensation Insurance

The Policy is not in lieu of, and does not affect any requirements for insurance by state Workers' Compensation Insurance laws.

Conformity with State Statutes

Any provision of the Policy that is in conflict with the laws of the state in which the Policy is delivered, or issued for delivery, is amended to conform to the minimum requirements of those laws.