

NOTICE

Benefits paid under the Accelerated Benefits provision will reduce the Death Benefit payable for life insurance.

Benefits payable under the Accelerated Benefits provision may be taxable. If so, the Employee or the Employee's beneficiary may incur a tax obligation. As with all tax matters, an Employee should consult with a personal tax advisor to assess the impact of this benefit. Accelerated Benefits are not payable if life insurance coverage under the Policy is not in force.

TL-004788

LIFE INSURANCE COMPANY OF NORTH AMERICA
1601 CHESTNUT STREET
PHILADELPHIA, PA 19192-2235
(800) 732-1603 TDD (800) 552-5744
A STOCK INSURANCE COMPANY

GROUP POLICY

POLICYHOLDER: TRUSTEE OF THE NATIONAL CONSUMER
INSURANCE TRUST

SUBSCRIBER: Cummins Inc.

POLICY NUMBER: FLX-961997

POLICY EFFECTIVE DATE: January 1, 2001

POLICY REWRITE DATE: January 1, 2018

POLICY ANNIVERSARY DATE: January 1

This Policy is a continuation of and replaces Policy FLX-052037 that became effective January 1, 2001. Any different benefits provided by this Policy become effective on its Rewrite Date shown above. Any different benefits will not affect benefits payable for claims incurred before the Policy Rewrite Date.

This Policy describes the terms and conditions of coverage. It is issued in Delaware and shall be governed by its laws. The Policy goes into effect on the Policy Effective Date, 12:01 a.m. at the Policyholder's address.

In return for the required premium, the Insurance Company and the Policyholder have agreed to all the terms of this Policy.



Anna Krishtul, Corporate Secretary



William J. Smith, President

TABLE OF CONTENTS

SCHEDULE OF BENEFITS	2
SCHEDULE OF BENEFITS FOR CLASS 1	4
SCHEDULE OF BENEFITS FOR CLASS 2	9
SCHEDULE OF BENEFITS FOR CLASS 3	14
SCHEDULE OF BENEFITS FOR CLASS 4	19
SCHEDULE OF BENEFITS FOR CLASS 5	24
SCHEDULE OF BENEFITS FOR CLASS 7	28
SCHEDULE OF BENEFITS FOR CLASS 8	30
SCHEDULE OF BENEFITS FOR CLASS 9	32
SCHEDULE OF BENEFITS FOR CLASS 10	34
SCHEDULE OF BENEFITS FOR CLASS 11	36
SCHEDULE OF BENEFITS FOR CLASS 12	38
SCHEDULE OF BENEFITS FOR CLASS 13	40
SCHEDULE OF BENEFITS FOR CLASS 14	42
SCHEDULE OF BENEFITS FOR CLASS 15	43
SCHEDULE OF BENEFITS FOR CLASS 16	45
SCHEDULE OF BENEFITS FOR CLASS 17	47
SCHEDULE OF BENEFITS FOR CLASS 18	49
SCHEDULE OF BENEFITS FOR CLASS 19	51
SCHEDULE OF BENEFITS FOR CLASS 20	56
SCHEDULE OF BENEFITS FOR CLASS 21	61
ELIGIBILITY FOR INSURANCE	66
EFFECTIVE DATE OF INSURANCE	67
TERMINATION OF INSURANCE	68
CONTINUATION OF INSURANCE	68

LIFE INSURANCE BENEFITS	71
LIFE INSURANCE EXCLUSIONS	74
ACCIDENT INSURANCE BENEFITS	74
ACCIDENT INSURANCE EXCLUSIONS	76
CLAIM PROVISIONS	76
ADMINISTRATIVE PROVISIONS	79
SCHEDULE OF RATES	81
GENERAL PROVISIONS	85
DEFINITIONS	86

SCHEDULE OF BENEFITS

Classes of Eligible Employees

On the pages following the definition of eligible employees there is a Schedule of Benefits for each Class of Eligible Employees listed below. For an explanation of these benefits, please see the Description of Benefits provision.

If an Employee is eligible under one Class of Eligible Employees and later becomes eligible under a different Class of Eligible Employees, changes in his or her insurance due to the class change will be effective on the date of the change in class.

- Class 1 All active, Base Business, Cummins Midrange Engine Plant and Light Duty Diesel Employees of the Employer who are subject to a collective bargaining agreement with the Diesel Workers Union, and all active Light Duty Diesel and Cummins Midrange Engine Plant Employees who are subject to a collective bargaining agreement with the Office Committee Union and are scheduled to work 20 hours or more per week.

- Class 2 All active, Base Business Employees, who are subject to a collective bargaining agreement with the Office Committee Union who are scheduled to work 20 hours or more per week.

- Class 3 All active Employees of Cummins covered under the Life Choices Plan working a minimum of 20 hours per week.

- Class 4 All active, salaried Foreign Service Employees (known to the Employer as U.S. Outbound Benefit group) of Cummins Inc., its affiliates and subsidiaries, who are citizens of the U.S. or who are permanent U.S. residents employed by an international subsidiary, on the U.S. payroll and scheduled to work a minimum of 20 hours per week.

- Class 5 All active, salaried International Expatriates and European Staff Employees (known to the Employer as Inpat and Third Country National (TCN) Benefit group) and International Inter-Regional Expatriate Employees (known to the Employer as Inter-Regional Benefit group) of Cummins Inc., its affiliates and subsidiaries, who are not citizens of the U. S. or who are not permanent U. S. residents, are employed by an international subsidiary, and scheduled to work a minimum of 20 hours per week.

- Class 7 All Employees on approved LTD with a third party carrier with a date of disability prior to June 1, 2003.

- Class 8 All Bargained OCU Retirees who retired prior to July 12, 1993 and all Bargained DWU Retirees who retired prior to April 26, 1993.
(Branches 0035/0036/2035/5036/5035/5235/2036/5236/6035/6036/7035/7036/
5635/5636/5735/5736)

- Class 9 All bargained OCU Retirees who retired on or after July 12, 1993 and prior to 2003 and all DWU Retirees who retired on or after April 26, 1993 and prior to 2003. (Branches 2135, 2136 2035, 5235, 5236, 2036)

- Class 10 All bargained OCU Retirees who retired after December 31, 2002 but prior to May 1, 2012 and all bargained DWU Retirees who retired after December 31, 2002 but prior to April 26, 2010. (Branches 2035, 2135, 5235, 5236, 2036, 2136)
- Class 11 All bargained OCU Retirees who retired on or after May 1, 2012 and all bargained DWU Retirees who retired after April 25, 2010. (Branches 6235, 2135, 5235, 5236, 2136, 3035, 2236, 3036, 6236)
- Class 12 All CMEP DWU Founding Employees who retire under the Retire Plan prior to September 20, 2010 and have at least 10 years of service and are 55 years of age or older, or have at least 30 years of service with the Employer.
- Class 13 CMEP DWU Founding Employees who retire under the Retire Plan on or after September 20, 2010 and have at least 10 years of service and are 55 years of age or older, or have at least 30 years of service with the Employer.
- Class 14 All named DWU surviving spouses on file with the Employer and Insurance Company.
- Class 15 All Retired hourly Employees of McCord Heat Transfer who retire prior to January 1, 1992 on or after age 65; or retire at age 62 or older with 15 or more years of service; or retire on or after age 57 but prior to age 62 with 15 or more years of service. (Branches 0147/5147)
- Class 16 All hourly Employees of Fleetguard Inc. who were hired on or before February 23, 2002, all retired hourly Employees of Atlas Inc. and all retired salaried Employees of McCord Heat Transfer. (Branches 0032/5032/2032/5232/ 0046/5046/ 0143/5143/0145/5145/0146/5146)
- Class 17 All non-bargained Employees who retired prior to class closure date of December 31, 2001 in the following branch codes (Branches 0031/5031/2031/5231/0043/5043/0045/0039/2045/ 5045/5245/2039/5039/5239/0051/2051/5051/5251/2073/5273/2122/5122/2015/5215/ 2026/5026/5226/0026/5015/0015/0026/0030/5030/2030/5230)
- Class 18 All Southern Plains Retirees on file with employer and insurance company.
- Class 19 All acquired Employees who were on severance prior to coming on to CMI benefits but who openly elected CMI benefits.
- Class 20 Cummins Crosspoint Cross Lanes Union Teamsters Local 175.
- Class 21 Cummins Power Systems Newark Bargained Active Employees.

SCHEDULE OF BENEFITS FOR CLASS 1

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period.

For Employees hired after the Policy Effective Date: No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	1 times Annual Compensation
Guaranteed Issue Amount:	1 times Annual Compensation
Maximum Benefit:	1 times Annual Compensation
Voluntary Benefit	1, 2, 3, 4, 5, 6, 7 or 8 times Annual Compensation
Guaranteed Issue Amount:	the lesser of 3 times Annual Compensation or \$300,000
Maximum Benefit:	the lesser of 8 times Annual Compensation or \$2,000,000
Benefit Level:	1 times Annual Compensation

All eligible persons who were enrolled under prior policy FLX-052037 as of its date of termination will be eligible for guaranteed coverage of the lesser of (1) the amount of coverage for which the person was enrolled under prior policy FLX-052037 as of its date of termination, and (2) the maximum amount of coverage for which the person is eligible under this policy.

Continuation Options

For Layoff	
Maximum Benefit Period:	6 months
For Leave of Absence	
Maximum Benefit Period:	the duration of the paid non-disability related leave of absence.
For Military Leave of Absence	
Maximum Benefit Period:	the duration of the military leave of absence.
For Severance	
Maximum Benefit Period:	the duration of the severance agreement.
For Family Medical Leave	
Maximum Benefit Period:	12 weeks
For Disability	
Maximum Benefit Period	30 months
Waiver of Premium	This benefit does not apply to this class of Employee.

Portability Options

For Employees	See the Former Employee and Spouse/Domestic Partner of a Former Employee sections in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.
---------------	---

Terminal Illness Benefit 50% of Voluntary Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$100,000.

Automatic Increase Feature

If an Employee's Voluntary Life Insurance Benefit is based on Annual Compensation, it will automatically increase subject to the conditions below.

Conditions for Automatic Increase:

1. the Employer provides the Insurance Company with the required notice of an increase in Annual Compensation; and
2. the Employee is in Active Service on the effective date of the increase.

If an Employee is not in Active Service on that date, his or her benefit will not increase until he or she returns to Active Service.

TL-004736-1

Annual Re-enrollment Period

During an Annual Re-enrollment Period an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit by one Benefit Level, as long as the total Benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. Benefit Levels and Guaranteed Issue Amounts are shown above. An Employee who is eligible for the Voluntary Life Insurance portion of this Policy but who was not previously enrolled or an Employee who was not accepted for coverage the last time he or she applied may become insured by satisfying the Insurability Requirement. Such increases will be effective on the Policy Anniversary following the Re-enrollment Period.

An insured Employee may increase coverage, and an Employee who is eligible but has not enrolled may apply for a Benefit in excess of the amounts described above only if he or she satisfies the Insurability Requirement. An insured Employee may also increase coverage for a Spouse/Domestic Partner only by satisfying the Insurability Requirement. Any excess amounts will be effective on the later of the Policy Anniversary following the Re-enrollment Period or the date the Insurance Company agrees in writing to insure the Employee.

A request for a Benefit reduction received during an Annual Re-enrollment Period will become effective on the Policy Anniversary following the Re-enrollment Period.

Life Status Change

Within 31 days after a Life Status Change, an insured Employee may increase his or her Voluntary Life Insurance Benefit by one Benefit Level, as long as the total Benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. Coverage for a Spouse/Domestic Partner can be increased one option, as long as the total benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. An Employee and Spouse/Domestic Partner may increase coverage by an amount in excess of the Guaranteed Issue Amount only if he or she satisfies the Insurability Requirement. The excess amount is effective on the date the Insurance Company agrees in writing to insure the Employee and Spouse/Domestic Partner. If an Employee or Spouse/Domestic Partner was not accepted for coverage the last time he or she applied for insurance under the Policy, the Insurability Requirement must be satisfied before any increased amount of insurance will be effective.

An insured Employee may also reduce Voluntary Life Insurance Benefits within 31 days after a Life Status Change. The reduced amount is effective on the first of the month following the date the completed change form is received by the Insurance Company.

For Dependent Children

Within 60 days after an Employee's Life Status Change, a Dependent Child who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy, as long as the total Benefit does not exceed the Policy Maximum, without satisfying the Insurability Requirement. Insurance will be effective on the first of the month following the Life Status Change.

Spouse/Domestic Partner Benefits

Basic Benefit	\$8,500
Guaranteed Issue Amount:	\$8,500
Maximum Benefit:	\$8,500

Voluntary Benefit	
Option 1	\$10,000
Option 2	\$25,000
Option 3	\$50,000
Option 4	\$100,000
Option 5	\$125,000
Option 6	\$150,000
Option 7	\$200,000
Guaranteed Issue Amount:	\$50,000

All eligible persons who were enrolled under prior policy FLX-052037 as of its date of termination will be eligible for guaranteed coverage of the lesser of (1) the amount of coverage for which the person was enrolled under prior policy FLX-052037 as of its date of termination, and (2) the maximum amount of coverage for which the person is eligible under this policy.

Portability Options

For Spouse/Domestic Partner	See the Former Spouse/Domestic Partner section in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.
-----------------------------	--

Dependent Child Benefits

Basic Benefit	\$8,500
Guaranteed Issue Amount:	\$8,500
Maximum Benefit:	\$8,500

Voluntary Benefit	
Option 1	\$5,000
Option 2	\$10,000
Guaranteed Issue Amount:	\$10,000
Maximum Benefit:	\$10,000

The Employee may select one of the options shown above for a Spouse/Domestic Partner. The Employee may select any one of the options shown above for his eligible, Dependent Children. Each eligible child will be insured for the amount corresponding to the Dependent option selected.

Portability Options

For Dependent Children	See the Former Dependent Child section in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.
------------------------	--

Former Employee Benefits

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Voluntary Life Insurance Benefits allowable to an Employee, less any amount of conversion insurance issued under the Conversion Privilege for Life Insurance.
---------------------	---

Any amount elected in excess of the Voluntary Life Insurance Benefits in effect on the date he or she no longer qualifies as an Employee will be effective on the date the Insurance Company agrees in writing to insure him or her.

Maximum Benefit Period	To Age 85
------------------------	-----------

Terminal Illness Benefit	50% of Voluntary Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$100,000.
--------------------------	---

Spouse/Domestic Partner of Former Employee Benefits

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits available to a Spouse/Domestic Partner.
---------------------	---

Any amount elected in excess of the Life Insurance Benefits in effect on the date the Employee's employment with the Employer ends will be effective on the date the Insurance Company agrees in writing to insure him or her.

Maximum Benefit Period	To Age 70
------------------------	-----------

Former Spouse/Domestic Partner Benefits

Amount of Insurance An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits available to a Spouse/Domestic Partner.

Any amount elected in excess of the Life Insurance Benefits in effect on the date he or she no longer qualifies as a Spouse/Domestic Partner will be effective on the date the Insurance Company agrees in writing to insure him or her.

Maximum Benefit Period To Age 70

Former Dependent Child Benefits

Amount of Insurance Units of \$25,000
 Guaranteed Issue Amount: \$25,000
 Maximum Benefit: \$50,000

Maximum Benefit Period To Age 70

ACCIDENT INSURANCE BENEFITS

Employee Benefits

Basic Benefit Same as Basic Life Insurance Benefits

Voluntary Benefit Same as Voluntary Life Insurance Benefits

Age Based Reductions Accident Insurance Benefits will reduce the same as Life Insurance Benefits

Seatbelt Benefit 10% of the Insured's Accident Insurance Benefits in force on the date of the Accident or \$10,000, if less. The Limited Seatbelt Benefit is \$1,000.

Spouse/Domestic Partner Benefits

Basic Benefit Same as Basic Life Insurance Benefits

Seatbelt Benefit This benefit does not apply to the Spouse.

Dependent Child Benefits

Basic Benefit Same as Basic Life Insurance Benefits.

Seatbelt Benefit This benefit does not apply to the Dependent Child.

SCHEDULE OF BENEFITS FOR CLASS 2

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period.

For Employees hired after the Policy Effective Date: No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	1 times Annual Compensation
Guaranteed Issue Amount:	1 times Annual Compensation
Maximum Benefit:	1 times Annual Compensation
Voluntary Benefit	1, 2, 3, 4, 5, 6, 7 or 8 times Annual Compensation
Guaranteed Issue Amount:	the lesser of 3 times Annual Compensation or \$300,000
Maximum Benefit:	the lesser of 8 times Annual Compensation or \$2,000,000
Benefit Level:	1 times Annual Compensation

All eligible persons who were enrolled under prior policy FLX-052037 as of its date of termination will be eligible for guaranteed coverage of the lesser of (1) the amount of coverage for which the person was enrolled under prior policy FLX-052037 as of its date of termination, and (2) the maximum amount of coverage for which the person is eligible under this policy.

Continuation Options

For Layoff	
Maximum Benefit Period:	6 months
For Leave of Absence	
Maximum Benefit Period:	the duration of the paid non-disability related leave of absence.
For Military Leave of Absence	
Maximum Benefit Period:	the duration of the military leave of absence.
For Severance	
Maximum Benefit Period:	the duration of the severance agreement.
For Family Medical Leave	
Maximum Benefit Period:	12 weeks
For Disability	
Maximum Benefit Period	30 months
Waiver of Premium	This benefit does not apply to this class of Employee.

Portability Options

For Employees	See the Former Employee and Spouse/Domestic Partner of a Former Employee sections in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.
---------------	---

Terminal Illness Benefit 50% of Voluntary Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$100,000.

Automatic Increase Feature

If an Employee's Voluntary Life Insurance Benefit is based on Annual Compensation, it will automatically increase subject to the conditions below.

Conditions for Automatic Increase:

1. the Employer provides the Insurance Company with the required notice of an increase in Annual Compensation; and
2. the Employee is in Active Service on the effective date of the increase.

If an Employee is not in Active Service on that date, his or her benefit will not increase until he or she returns to Active Service.

TL-004736-1

Annual Re-enrollment Period

During an Annual Re-enrollment Period an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit by one Benefit Level, as long as the total Benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. Benefit Levels and Guaranteed Issue Amounts are shown above. An Employee who is eligible for the Voluntary Life Insurance portion of this Policy but who was not previously enrolled or an Employee who was not accepted for coverage the last time he or she applied may become insured by satisfying the Insurability Requirement. Such increases will be effective on the Policy Anniversary following the Re-enrollment Period.

An insured Employee may increase coverage, and an Employee who is eligible but has not enrolled may apply for a Benefit in excess of the amounts described above only if he or she satisfies the Insurability Requirement. An insured Employee may also increase coverage for a Spouse/Domestic Partner only by satisfying the Insurability Requirement. Any excess amounts will be effective on the later of the Policy Anniversary following the Re-enrollment Period or the date the Insurance Company agrees in writing to insure the Employee.

A request for a Benefit reduction received during an Annual Re-enrollment Period will become effective on the Policy Anniversary following the Re-enrollment Period.

Life Status Change

Within 31 days after a Life Status Change, an insured Employee may increase his or her Voluntary Life Insurance Benefit by one Benefit Level, as long as the total Benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. Coverage for a Spouse/Domestic Partner can be increased one option, as long as the total benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. An Employee and Spouse/Domestic Partner may increase coverage by an amount in excess of the Guaranteed Issue Amount only if he or she satisfies the Insurability Requirement. The excess amount is effective on the date the Insurance Company agrees in writing to insure the Employee and Spouse/Domestic Partner. If an Employee or Spouse/Domestic Partner was not accepted for coverage the last time he or she applied for insurance under the Policy, the Insurability Requirement must be satisfied before any increased amount of insurance will be effective.

An insured Employee may also reduce Voluntary Life Insurance Benefits within 31 days after a Life Status Change. The reduced amount is effective on the first of the month following the date the completed change form is received by the Insurance Company.

For Dependent Children

Within 60 days after an Employee's Life Status Change, a Dependent Child who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy, as long as the total Benefit does not exceed the Policy Maximum, without satisfying the Insurability Requirement. Insurance will be effective on the first of the month following the Life Status Change.

Spouse/Domestic Partner Benefits

Basic Benefit	\$7,500
Guaranteed Issue Amount:	\$7,500
Maximum Benefit:	\$7,500
Voluntary Benefit	Option 1: \$10,000
	Option 2: \$25,000
	Option 3: \$50,000
	Option 4: \$100,000
	Option 5: \$125,000
	Option 6: \$150,000
	Option 7: \$200,000
Guaranteed Issue Amount:	\$50,000
Maximum Benefit:	\$200,000

All eligible persons who were enrolled under prior policy FLX-052037 as of its date of termination will be eligible for guaranteed coverage of the lesser of (1) the amount of coverage for which the person was enrolled under prior policy FLX-052037 as of its date of termination, and (2) the maximum amount of coverage for which the person is eligible under this policy.

Portability Options

For Spouse/Domestic Partner See the Former Spouse/Domestic Partner section in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

Dependent Child Benefits

Basic Benefit	\$7,000
Guaranteed Issue Amount:	\$7,000
Maximum Benefit:	\$7,000
 Voluntary Benefit	 Option 1: \$5,000
	Option 2: \$10,000
Guaranteed Issue Amount:	\$10,000
Maximum Benefit:	\$10,000

The Employee may select one of the options shown above for a Spouse/Domestic Partner. The Employee may select any one of the options shown above for his eligible, Dependent Children. Each eligible child will be insured for the amount corresponding to the Dependent option selected.

Portability Options

For Dependent Children See the Former Dependent Child section in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

Former Employee Benefits

Amount of Insurance An amount elected subject to the Maximum Benefit amount for Voluntary Life Insurance Benefits allowable to an Employee, less any amount of conversion insurance issued under the Conversion Privilege for Life Insurance.

Any amount elected in excess of the Voluntary Life Insurance Benefits in effect on the date he or she no longer qualifies as an Employee will be effective on the date the Insurance Company agrees in writing to insure him or her.

Maximum Benefit Period To Age 85

Terminal Illness Benefit 50% of Voluntary Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$100,000.

Spouse/Domestic Partner of Former Employee Benefits

Amount of Insurance An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits available to a Spouse/Domestic Partner.

Any amount elected in excess of the Life Insurance Benefits in effect on the date the Employee's employment with the Employer ends will be effective on the date the Insurance Company agrees in writing to insure him or her.

Maximum Benefit Period To Age 70

Former Spouse/Domestic Partner Benefits

Amount of Insurance An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits available to a Spouse/Domestic Partner.

Any amount elected in excess of the Life Insurance Benefits in effect on the date he or she no longer qualifies as a Spouse/Domestic Partner will be effective on the date the Insurance Company agrees in writing to insure him or her.

Maximum Benefit Period To Age 70

Former Dependent Child Benefits

Amount of Insurance Units of \$25,000
 Guaranteed Issue Amount: \$25,000
 Maximum Benefit: \$50,000

Maximum Benefit Period To Age 70

ACCIDENT INSURANCE BENEFITS

Employee Benefits

Basic Benefit Same as Basic Life Insurance Benefits

Voluntary Benefit Same as Voluntary Life Insurance Benefits

Age Based Reductions Accident Insurance Benefits will reduce the same as Life Insurance Benefits

Seatbelt Benefit 10% of the Insured's Accident Insurance Benefits in force on the date of the Accident or \$10,000, if less. The Limited Seatbelt Benefit is \$1,000.

Spouse/Domestic Partner Benefits

Basic Benefit Same as Basic Life Insurance Benefits

Seatbelt Benefit This benefit does not apply to the Spouse.

Dependent Child Benefits

Basic Benefit Same as Basic Life Insurance Benefits.

Seatbelt Benefit This benefit does not apply to the Dependent Child.

SCHEDULE OF BENEFITS FOR CLASS 3

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period.

For Employees hired after the Policy Effective Date: No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	1 times Annual Compensation
Guaranteed Issue Amount:	1 times Annual Compensation
Maximum Benefit:	1 times Annual Compensation
Voluntary Benefit	1, 2, 3, 4, 5, 6, 7 or 8 times Annual Compensation
Guaranteed Issue Amount:	the lesser of 3 times Annual Compensation or \$300,000
Maximum Benefit:	the lesser of 8 times Annual Compensation or \$2,000,000
Benefit Level:	1 times Annual Compensation

All eligible persons who were enrolled under prior policy FLX-052037 as of its date of termination will be eligible for guaranteed coverage of the lesser of (1) the amount of coverage for which the person was enrolled under prior policy FLX-052037 as of its date of termination, and (2) the maximum amount of coverage for which the person is eligible under this policy.

Continuation Options

For Layoff	
Maximum Benefit Period:	6 months
For Leave of Absence	
Maximum Benefit Period:	the duration of the paid non-disability related leave of absence.
For Military Leave of Absence	
Maximum Benefit Period:	the duration of the military leave of absence.
For Severance	
Maximum Benefit Period:	the duration of the severance agreement.
For Family Medical Leave	
Maximum Benefit Period:	12 weeks
For Disability	
Maximum Benefit Period	30 months
Waiver of Premium	This benefit does not apply to this class of Employee.

Portability Options
For Employees

See the Former Employee and Spouse/Domestic Partner of a Former Employee sections in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

Terminal Illness Benefit

50% of Voluntary Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$100,000.

Automatic Increase Feature

If an Employee's Voluntary Life Insurance Benefit is based on Annual Compensation, it will automatically increase subject to the conditions below.

Conditions for Automatic Increase:

1. the Employer provides the Insurance Company with the required notice of an increase in Annual Compensation; and
2. the Employee is in Active Service on the effective date of the increase.

If an Employee is not in Active Service on that date, his or her benefit will not increase until he or she returns to Active Service.

TL-004736-1

Annual Re-enrollment Period

During an Annual Re-enrollment Period an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit by one Benefit Level, as long as the total Benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. Benefit Levels and Guaranteed Issue Amounts are shown above. An Employee who is eligible for the Voluntary Life Insurance portion of this Policy but who was not previously enrolled or an Employee who was not accepted for coverage the last time he or she applied may become insured by satisfying the Insurability Requirement. Such increases will be effective on the Policy Anniversary following the Re-enrollment Period.

An insured Employee may increase coverage, and an Employee who is eligible but has not enrolled may apply for a Benefit in excess of the amounts described above only if he or she satisfies the Insurability Requirement. An insured Employee may also increase coverage for a Spouse/Domestic Partner only by satisfying the Insurability Requirement. Any excess amounts will be effective on the later of the Policy Anniversary following the Re-enrollment Period or the date the Insurance Company agrees in writing to insure the Employee.

A request for a Benefit reduction received during an Annual Re-enrollment Period will become effective on the Policy Anniversary following the Re-enrollment Period.

Life Status Change

Within 31 days after a Life Status Change, an insured Employee may increase his or her Voluntary Life Insurance Benefit by one Benefit Level, as long as the total Benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. Coverage for a Spouse/Domestic Partner can be increased one option, as long as the total benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. An Employee and Spouse/Domestic Partner may increase coverage by an amount in excess of the Guaranteed Issue Amount only if he or she satisfies the Insurability Requirement. The excess amount is effective on the date the Insurance Company agrees in writing to insure the Employee and Spouse/Domestic Partner. If an Employee or Spouse/Domestic Partner was not accepted for coverage the last time he or she applied for insurance under the Policy, the Insurability Requirement must be satisfied before any increased amount of insurance will be effective.

An insured Employee may also reduce Voluntary Life Insurance Benefits within 31 days after a Life Status Change. The reduced amount is effective on the first of the month following the date the completed change form is received by the Insurance Company.

For Dependent Children

Within 60 days after an Employee's Life Status Change, a Dependent Child who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy, as long as the total Benefit does not exceed the Policy Maximum, without satisfying the Insurability Requirement. Insurance will be effective on the first of the month following the Life Status Change.

Spouse/Domestic Partner Benefits

Voluntary Benefit

Option 1	\$10,000
Option 2	\$25,000
Option 3	\$50,000
Option 4	\$100,000
Option 5	\$125,000
Option 6	\$150,000
Option 7	\$200,000
Guaranteed Issue Amount:	\$50,000

All eligible persons who were enrolled under prior policy FLX-052037 as of its date of termination will be eligible for guaranteed coverage of the lesser of (1) the amount of coverage for which the person was enrolled under prior policy FLX-052037 as of its date of termination, and (2) the maximum amount of coverage for which the person is eligible under this policy.

Portability Options

For Spouse/Domestic Partner See the Former Spouse/Domestic Partner section in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

Dependent Child Benefits

Voluntary Benefit

Option 1	\$5,000
Option 2	\$10,000
Guaranteed Issue Amount:	\$10,000
Maximum Benefit:	\$10,000

The Employee may select one of the options shown above for a Spouse/Domestic Partner. The Employee may select any one of the options shown above for his eligible, Dependent Children. Each eligible child will be insured for the amount corresponding to the Dependent option selected.

Portability Options

For Dependent Children	See the Former Dependent Child section in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.
------------------------	--

Former Employee Benefits

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Voluntary Life Insurance Benefits allowable to an Employee, less any amount of conversion insurance issued under the Conversion Privilege for Life Insurance. Any amount elected in excess of the Voluntary Life Insurance Benefits in effect on the date he or she no longer qualifies as an Employee will be effective on the date the Insurance Company agrees in writing to insure him or her.
Maximum Benefit Period	To Age 85
Terminal Illness Benefit	50% of Voluntary Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$100,000.

Spouse/Domestic Partner of Former Employee Benefits

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits available to a Spouse/Domestic Partner. Any amount elected in excess of the Life Insurance Benefits in effect on the date the Employee's employment with the Employer ends will be effective on the date the Insurance Company agrees in writing to insure him or her.
Maximum Benefit Period	To Age 70

Former Spouse/Domestic Partner Benefits

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits available to a Spouse/Domestic Partner. Any amount elected in excess of the Life Insurance Benefits in effect on the date he or she no longer qualifies as a Spouse/Domestic Partner will be effective on the date the Insurance Company agrees in writing to insure him or her.
Maximum Benefit Period	To Age 70

Former Dependent Child Benefits

Amount of Insurance	Units of \$25,000
Guaranteed Issue Amount:	\$25,000
Maximum Benefit:	\$50,000
Maximum Benefit Period	To Age 70

ACCIDENT INSURANCE BENEFITS

Employee Benefits

Basic Benefit	Same as Basic Life Insurance Benefits
Voluntary Benefit	Same as Voluntary Life Insurance Benefits
Age Based Reductions	Accident Insurance Benefits will reduce the same as Life Insurance Benefits
Seatbelt Benefit	10% of the Insured's Accident Insurance Benefits in force on the date of the Accident or \$10,000, if less. The Limited Seatbelt Benefit is \$1,000.

Spouse/Domestic Partner Benefits

Accident Benefits do not apply to this class of Employee.

Dependent Child Benefits

Accident Benefits do not apply to this class of Employee.

SCHEDULE OF BENEFITS FOR CLASS 4

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period.

For Employees hired after the Policy Effective Date: No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	1 times Annual Compensation
Guaranteed Issue Amount:	1 times Annual Compensation
Maximum Benefit:	1 times Annual Compensation
Voluntary Benefit	1, 2, 3, 4, 5, 6, 7 or 8 times Annual Compensation
Guaranteed Issue Amount:	the lesser of 3 times Annual Compensation or \$300,000
Maximum Benefit:	the lesser of 8 times Annual Compensation or \$2,000,000
Benefit Level:	1 times Annual Compensation

All eligible persons who were enrolled under prior policy FLX-052037 as of its date of termination will be eligible for guaranteed coverage of the lesser of (1) the amount of coverage for which the person was enrolled under prior policy FLX-052037 as of its date of termination, and (2) the maximum amount of coverage for which the person is eligible under this policy.

Continuation Options

For Layoff	
Maximum Benefit Period:	6 months
For Leave of Absence	
Maximum Benefit Period:	the duration of the paid non-disability related leave of absence.
For Military Leave of Absence	
Maximum Benefit Period:	the duration of the military leave of absence.
For Severance	
Maximum Benefit Period:	the duration of the severance agreement.
For Family Medical Leave	
Maximum Benefit Period:	12 weeks
For Disability	
Maximum Benefit Period	30 months
Waiver of Premium	This benefit does not apply to this class of Employee.

Portability Options

For Employees	See the Former Employee and Spouse/Domestic Partner of a Former Employee sections in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.
---------------	---

Terminal Illness Benefit 50% of Voluntary Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$100,000.

Automatic Increase Feature

If an Employee's Voluntary Life Insurance Benefit is based on Annual Compensation, it will automatically increase subject to the conditions below.

Conditions for Automatic Increase:

1. the Employer provides the Insurance Company with the required notice of an increase in Annual Compensation; and
2. the Employee is in Active Service on the effective date of the increase.

If an Employee is not in Active Service on that date, his or her benefit will not increase until he or she returns to Active Service.

TL-004736-1

Annual Re-enrollment Period

During an Annual Re-enrollment Period an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit by one Benefit Level, as long as the total Benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. Benefit Levels and Guaranteed Issue Amounts are shown above. An Employee who is eligible for the Voluntary Life Insurance portion of this Policy but who was not previously enrolled or an Employee who was not accepted for coverage the last time he or she applied may become insured by satisfying the Insurability Requirement. Such increases will be effective on the Policy Anniversary following the Re-enrollment Period.

An insured Employee may increase coverage, and an Employee who is eligible but has not enrolled may apply for a Benefit in excess of the amounts described above only if he or she satisfies the Insurability Requirement. An insured Employee may also increase coverage for a Spouse/Domestic Partner only by satisfying the Insurability Requirement. Any excess amounts will be effective on the later of the Policy Anniversary following the Re-enrollment Period or the date the Insurance Company agrees in writing to insure the Employee.

A request for a Benefit reduction received during an Annual Re-enrollment Period will become effective on the Policy Anniversary following the Re-enrollment Period.

Life Status Change

Within 31 days after a Life Status Change, an insured Employee may increase his or her Voluntary Life Insurance Benefit by one Benefit Level, as long as the total Benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. Coverage for a Spouse/Domestic Partner can be increased one option, as long as the total benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. An Employee and Spouse/Domestic Partner may increase coverage by an amount in excess of the Guaranteed Issue Amount only if he or she satisfies the Insurability Requirement. The excess amount is effective on the date the Insurance Company agrees in writing to insure the Employee and Spouse/Domestic Partner. If an Employee or Spouse/Domestic Partner was not accepted for coverage the last time he or she applied for insurance under the Policy, the Insurability Requirement must be satisfied before any increased amount of insurance will be effective.

An insured Employee may also reduce Voluntary Life Insurance Benefits within 31 days after a Life Status Change. The reduced amount is effective on the first of the month following the date the completed change form is received by the Insurance Company.

For Dependent Children

Within 60 days after an Employee's Life Status Change, a Dependent Child who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy, as long as the total Benefit does not exceed the Policy Maximum, without satisfying the Insurability Requirement. Insurance will be effective on the first of the month following the Life Status Change.

Spouse/Domestic Partner Benefits

Voluntary Benefit

Option 1	\$10,000
Option 2	\$25,000
Option 3	\$50,000
Option 4	\$100,000
Option 5	\$125,000
Option 6	\$150,000
Option 7	\$200,000
Guaranteed Issue Amount:	\$50,000

All eligible persons who were enrolled under prior policy FLX-052037 as of its date of termination will be eligible for guaranteed coverage of the lesser of (1) the amount of coverage for which the person was enrolled under prior policy FLX-052037 as of its date of termination, and (2) the maximum amount of coverage for which the person is eligible under this policy.

Portability Options

For Spouse/Domestic Partner See the Former Spouse/Domestic Partner section in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

Dependent Child Benefits

Voluntary Benefit

Option 1	\$5,000
Option 2	\$10,000
Guaranteed Issue Amount:	\$10,000
Maximum Benefit:	\$10,000

The Employee may select one of the options shown above for a Spouse/Domestic Partner. The Employee may select any one of the options shown above for his eligible, Dependent Children. Each eligible child will be insured for the amount corresponding to the Dependent option selected.

Portability Options

For Dependent Children	See the Former Dependent Child section in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.
------------------------	--

Former Employee Benefits

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Voluntary Life Insurance Benefits allowable to an Employee, less any amount of conversion insurance issued under the Conversion Privilege for Life Insurance. Any amount elected in excess of the Voluntary Life Insurance Benefits in effect on the date he or she no longer qualifies as an Employee will be effective on the date the Insurance Company agrees in writing to insure him or her.
Maximum Benefit Period	To Age 85
Terminal Illness Benefit	50% of Voluntary Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$100,000.

Spouse/Domestic Partner of Former Employee Benefits

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits available to a Spouse/Domestic Partner. Any amount elected in excess of the Life Insurance Benefits in effect on the date the Employee's employment with the Employer ends will be effective on the date the Insurance Company agrees in writing to insure him or her.
Maximum Benefit Period	To Age 70

Former Spouse/Domestic Partner Benefits

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits available to a Spouse/Domestic Partner. Any amount elected in excess of the Life Insurance Benefits in effect on the date he or she no longer qualifies as a Spouse/Domestic Partner will be effective on the date the Insurance Company agrees in writing to insure him or her.
Maximum Benefit Period	To Age 70

Former Dependent Child Benefits

Amount of Insurance	Units of \$25,000
Guaranteed Issue Amount:	\$25,000
Maximum Benefit:	\$50,000
Maximum Benefit Period	To Age 70

ACCIDENT INSURANCE BENEFITS

Employee Benefits

Basic Benefit	Same as Basic Life Insurance Benefits
Voluntary Benefit	Same as Voluntary Life Insurance Benefits
Age Based Reductions	Accident Insurance Benefits will reduce the same as Life Insurance Benefits
Seatbelt Benefit	10% of the Insured's Accident Insurance Benefits in force on the date of the Accident or \$10,000, if less. The Limited Seatbelt Benefit is \$1,000.

Spouse/Domestic Partner Benefits

Accident Benefits do not apply to this class of Employee.

Dependent Child Benefits

Accident Benefits do not apply to this class of Employee.

SCHEDULE OF BENEFITS FOR CLASS 5

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period.

For Employees hired after the Policy Effective Date: No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	1 times Annual Compensation
Guaranteed Issue Amount:	1 times Annual Compensation
Maximum Benefit:	1 times Annual Compensation
Voluntary Benefit	1, 2, 3, 4, 5, 6, 7 or 8 times Annual Compensation
Guaranteed Issue Amount:	the lesser of 3 times Annual Compensation or \$300,000
Maximum Benefit:	the lesser of 8 times Annual Compensation or \$2,000,000
Benefit Level:	1 times Annual Compensation

All eligible persons who were enrolled under prior policy FLX-052037 as of its date of termination will be eligible for guaranteed coverage of the lesser of (1) the amount of coverage for which the person was enrolled under prior policy FLX-052037 as of its date of termination, and (2) the maximum amount of coverage for which the person is eligible under this policy.

Continuation Options

For Layoff	
Maximum Benefit Period:	6 months
For Leave of Absence	
Maximum Benefit Period:	the duration of the paid non-disability related leave of absence.
For Military Leave of Absence	This option does not apply to this class of Employee.
For Severance	
Maximum Benefit Period:	the duration of the severance agreement.
For Family Medical Leave	
Maximum Benefit Period:	12 weeks
For Disability	
Maximum Benefit Period	30 months
Waiver of Premium	This benefit does not apply to this class of Employee.

Terminal Illness Benefit	50% of Voluntary Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$100,000.
--------------------------	---

Automatic Increase Feature

If an Employee's Voluntary Life Insurance Benefit is based on Annual Compensation, it will automatically increase subject to the conditions below.

Conditions for Automatic Increase:

1. the Employer provides the Insurance Company with the required notice of an increase in Annual Compensation; and
2. the Employee is in Active Service on the effective date of the increase.

If an Employee is not in Active Service on that date, his or her benefit will not increase until he or she returns to Active Service.

TL-004736-1

Annual Re-enrollment Period

During an Annual Re-enrollment Period an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit by one Benefit Level, as long as the total Benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. Benefit Levels and Guaranteed Issue Amounts are shown above. An Employee who is eligible for the Voluntary Life Insurance portion of this Policy but who was not previously enrolled or an Employee who was not accepted for coverage the last time he or she applied may become insured by satisfying the Insurability Requirement. Such increases will be effective on the Policy Anniversary following the Re-enrollment Period.

An insured Employee may increase coverage, and an Employee who is eligible but has not enrolled may apply for a Benefit in excess of the amounts described above only if he or she satisfies the Insurability Requirement. An insured Employee may also increase coverage for a Spouse/Domestic Partner only by satisfying the Insurability Requirement. Any excess amounts will be effective on the later of the Policy Anniversary following the Re-enrollment Period or the date the Insurance Company agrees in writing to insure the Employee.

A request for a Benefit reduction received during an Annual Re-enrollment Period will become effective on the Policy Anniversary following the Re-enrollment Period.

Life Status Change

Within 31 days after a Life Status Change, an insured Employee may increase his or her Voluntary Life Insurance Benefit by one Benefit Level, as long as the total Benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. Coverage for a Spouse/Domestic Partner can be increased one option, as long as the total benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. An Employee and Spouse/Domestic Partner may increase coverage by an amount in excess of the Guaranteed Issue Amount only if he or she satisfies the Insurability Requirement. The excess amount is effective on the date the Insurance Company agrees in writing to insure the Employee and Spouse/Domestic Partner. If an Employee or Spouse/Domestic Partner was not accepted for coverage the last time he or she applied for insurance under the Policy, the Insurability Requirement must be satisfied before any increased amount of insurance will be effective.

An insured Employee may also reduce Voluntary Life Insurance Benefits within 31 days after a Life Status Change. The reduced amount is effective on the first of the month following the date the completed change form is received by the Insurance Company.

For Dependent Children

Within 60 days after an Employee's Life Status Change, a Dependent Child who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy, as long as the total Benefit does not exceed the Policy Maximum, without satisfying the Insurability Requirement. Insurance will be effective on the first of the month following the Life Status Change.

Spouse/Domestic Partner Benefits

Voluntary Benefit

Option 1	\$10,000
Option 2	\$25,000
Option 3	\$50,000
Option 4	\$100,000
Option 5	\$125,000
Option 6	\$150,000
Option 7	\$200,000
Guaranteed Issue Amount:	\$50,000

All eligible persons who were enrolled under prior policy FLX-052037 as of its date of termination will be eligible for guaranteed coverage of the lesser of (1) the amount of coverage for which the person was enrolled under prior policy FLX-052037 as of its date of termination, and (2) the maximum amount of coverage for which the person is eligible under this policy.

Dependent Child Benefits

Voluntary Benefit

Option 1	\$5,000
Option 2	\$10,000
Guaranteed Issue Amount:	\$10,000
Maximum Benefit:	\$10,000

The Employee may select one of the options shown above for a Spouse/Domestic Partner. The Employee may select any one of the options shown above for his eligible, Dependent Children. Each eligible child will be insured for the amount corresponding to the Dependent option selected.

Former Employee Benefits This option does not apply to this class of Employee.

Spouse/Domestic Partner of Former Employee Benefits This option does not apply to this class of Employee.

Former Spouse/Domestic Partner Benefits This option does not apply to this class of Employee.

Former Dependent Child Benefits This option does not apply to this class of Employee.

ACCIDENT INSURANCE BENEFITS

Employee Benefits

Basic Benefit	Same as Basic Life Insurance Benefits
Voluntary Benefit	Same as Voluntary Life Insurance Benefits
Age Based Reductions	Accident Insurance Benefits will reduce the same as Life Insurance Benefits
Seatbelt Benefit	10% of the Insured's Accident Insurance Benefits in force on the date of the Accident or \$10,000, if less. The Limited Seatbelt Benefit is \$1,000.

Spouse/Domestic Partner Benefits

Accident Benefits do not apply to this class of Employee.

Dependent Child Benefits

Accident Benefits do not apply to this class of Employee.

TL-004774

(961997)

SCHEDULE OF BENEFITS FOR CLASS 7

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period.

For Employees hired after the Policy Effective Date: Not applicable - a closed class.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit An amount as on file with the Employer and the Insurance Company.

Voluntary Benefit An amount as on file with the Employer and the Insurance Company.

Continuation Options

For Layoff This option does not apply to this class of Employee.

For Leave of Absence This option does not apply to this class of Employee.

For Military Leave of Absence This option does not apply to this class of Employee.

For Severance This option does not apply to this class of Employee.

For Family Medical Leave This option does not apply to this class of Employee.

For Disability This option does not apply to this class of Employee.

Waiver of Premium This option does not apply to this class of Employee.

Accelerated Benefits This option does not apply to this class of Employee.

Spouse/Domestic Partner Benefits

Basic Benefit An amount as on file with the Employer and the Insurance Company.

Voluntary Benefit An amount as on file with the Employer and the Insurance Company.

Dependent Child Benefits

Basic Benefit An amount as on file with the Employer and the Insurance Company.

Voluntary Benefit An amount as on file with the Employer and the Insurance Company.

Former Employee Benefits This option does not apply to this class of Employee.

Spouse/Domestic Partner of Former Employee Benefits This option does not apply to this class of Employee.

Former Spouse/Domestic Partner Benefits

This option does not apply to this class of Employee.

Former Dependent Child Benefits This option does not apply to this class of Employee.

ACCIDENT INSURANCE BENEFITS

Employee Benefits

Basic Benefit An amount as on file with the Employer and the Insurance Company.

Seatbelt Benefit This benefit does not apply to this class of Employee.

Spouse/Domestic Partner Benefits

Basic Benefit An amount as on file with the Employer and the Insurance Company.

Seatbelt Benefit This benefit does not apply to this class of Employee.

Dependent Child Benefits

Basic Benefit An amount as on file with the Employer and the Insurance Company.

Seatbelt Benefit This benefit does not apply to this class of Employee.

SCHEDULE OF BENEFITS FOR CLASS 8

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period.

For Employees hired after the Policy Effective Date: No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	\$4,000
Guaranteed Issue Amount:	\$4,000
Maximum Benefit:	\$4,000

Voluntary Benefit The Voluntary Benefit amount in effect on the day before retirement. After one year, this amount reduces by 50% each year for five years and then terminates at the end of the fifth year.

Continuation Options

For Layoff	This option does not apply to this class of Employee.
For Leave of Absence	This option does not apply to this class of Employee.
For Military Leave of Absence	This option does not apply to this class of Employee.
For Severance	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
For Disability	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.

Accelerated Benefits This option does not apply to this class of Employee.

Spouse/Domestic Partner Benefits

Basic Benefit	\$2,000
Guaranteed Issue Amount:	\$2,000
Maximum Benefit:	\$2,000

Dependent Child Benefits

This benefit does not apply to this class of Employee.

Former Employee Benefits This option does not apply to this class of Employee.

Spouse/Domestic Partner of Former Employee Benefits This option does not apply to this class of Employee.

**Former Spouse/Domestic Partner
Benefits**

This option does not apply to this class of Employee.

Former Dependent Child Benefits This option does not apply to this class of Employee.

ACCIDENT INSURANCE BENEFITS

Employee Benefits

Accident Benefits do not apply to this class of Employee.

Spouse/Domestic Partner Benefits

Accident Benefits do not apply to this class of Employee.

Dependent Child Benefits

Accident Benefits do not apply to this class of Employee.

TL-004774

(961997)

SCHEDULE OF BENEFITS FOR CLASS 9

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period.

For Employees hired after the Policy Effective Date: No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	\$5,000
Guaranteed Issue Amount:	\$5,000
Maximum Benefit:	\$5,000

Voluntary Benefit The Voluntary Benefit amount in effect on the day before retirement. After one year, this amount reduces by 50% each year for five years and then terminates at the end of the fifth year.

Continuation Options

For Layoff	This option does not apply to this class of Employee.
For Leave of Absence	This option does not apply to this class of Employee.
For Military Leave of Absence	This option does not apply to this class of Employee.
For Severance	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
For Disability	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.

Accelerated Benefits This option does not apply to this class of Employee.

Spouse/Domestic Partner Benefits

Basic Benefit	\$2,000
Guaranteed Issue Amount:	\$2,000
Maximum Benefit:	\$2,000

Dependent Child Benefits

This benefit does not apply to this class of Employee.

Former Employee Benefits This option does not apply to this class of Employee.

**Spouse/Domestic Partner of
Former Employee Benefits**

This option does not apply to this class of Employee.

**Former Spouse/Domestic Partner
Benefits**

This option does not apply to this class of Employee.

Former Dependent Child Benefits This option does not apply to this class of Employee.

ACCIDENT INSURANCE BENEFITS

Employee Benefits

Accident Benefits do not apply to this class of Employee.

Spouse/Domestic Partner Benefits

Accident Benefits do not apply to this class of Employee.

Dependent Child Benefits

Accident Benefits do not apply to this class of Employee.

SCHEDULE OF BENEFITS FOR CLASS 10

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period.

For Employees hired after the Policy Effective Date: No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	An amount as on file with the Employer and the Insurance Company.
Guaranteed Issue Amount:	An amount as on file with the Employer and the Insurance Company.
Maximum Benefit:	An amount as on file with the Employer and the Insurance Company.

Continuation Options

For Layoff	This option does not apply to this class of Employee.
For Leave of Absence	This option does not apply to this class of Employee.
For Military Leave of Absence	This option does not apply to this class of Employee.
For Severance	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
For Disability	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.

Accelerated Benefits This option does not apply to this class of Employee.

Spouse/Domestic Partner Benefits

Basic Benefit	\$2,000
Guaranteed Issue Amount:	\$2,000
Maximum Benefit:	\$2,000

Dependent Child Benefits

This benefit does not apply to this class of Employee.

Former Employee Benefits This option does not apply to this class of Employee.

Spouse/Domestic Partner of Former Employee Benefits This option does not apply to this class of Employee.

Former Spouse/Domestic Partner Benefits This option does not apply to this class of Employee.

Former Dependent Child Benefits This option does not apply to this class of Employee.

ACCIDENT INSURANCE BENEFITS

Employee Benefits

Accident Benefits do not apply to this class of Employee.

Spouse/Domestic Partner Benefits

Accident Benefits do not apply to this class of Employee.

Dependent Child Benefits

Accident Benefits do not apply to this class of Employee.

TL-004774

(961997)

SCHEDULE OF BENEFITS FOR CLASS 11

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period.

For Employees hired after the Policy Effective Date: No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	1 times the earnings in effect just prior to the date of retirement. At age 65, this amount will reduce to \$5,000.
Guaranteed Issue Amount:	1 times the earnings in effect just prior to the date of retirement. At age 65, this amount will reduce to \$5,000.
Maximum Benefit:	1 times the earnings in effect just prior to the date of retirement. At age 65, this amount will reduce to \$5,000.

Continuation Options

For Layoff	This option does not apply to this class of Employee.
For Leave of Absence	This option does not apply to this class of Employee.
For Military Leave of Absence	This option does not apply to this class of Employee.
For Severance	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
For Disability	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Spouse/Domestic Partner Benefits

Basic Benefit	\$2,000
Guaranteed Issue Amount:	\$2,000
Maximum Benefit:	\$2,000

Dependent Child Benefits

This benefit does not apply to this class of Employee.

Former Employee Benefits This option does not apply to this class of Employee.

Spouse/Domestic Partner of Former Employee Benefits This option does not apply to this class of Employee.

**Former Spouse/Domestic Partner
Benefits**

This option does not apply to this class of Employee.

Former Dependent Child Benefits This option does not apply to this class of Employee.

ACCIDENT INSURANCE BENEFITS

Employee Benefits

Accident Benefits do not apply to this class of Employee.

Spouse/Domestic Partner Benefits

Accident Benefits do not apply to this class of Employee.

Dependent Child Benefits

Accident Benefits do not apply to this class of Employee.

TL-004774

(961997)

SCHEDULE OF BENEFITS FOR CLASS 12

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period.

For Employees hired after the Policy Effective Date: No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	1 times Annual Compensation in effect on the day before retirement.
Guaranteed Issue Amount:	1 times Annual Compensation in effect on the day before retirement.
Maximum Benefit:	1 times Annual Compensation in effect on the day before retirement.

At age 62 the Basic Benefit reduces to \$5,000.

Continuation Options

For Layoff	This option does not apply to this class of Employee.
For Leave of Absence	This option does not apply to this class of Employee.
For Military Leave of Absence	This option does not apply to this class of Employee.
For Severance	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
For Disability	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Spouse/Domestic Partner Benefits

This benefit does not apply to this class of Employee.

Dependent Child Benefits

This benefit does not apply to this class of Employee.

Former Employee Benefits This option does not apply to this class of Employee.

Spouse/Domestic Partner of Former Employee Benefits This option does not apply to this class of Employee.

Former Spouse/Domestic Partner Benefits This option does not apply to this class of Employee.

Former Dependent Child Benefits This option does not apply to this class of Employee.

ACCIDENT INSURANCE BENEFITS

Employee Benefits

Accident Benefits do not apply to this class of Employee.

Spouse/Domestic Partner Benefits

Accident Benefits do not apply to this class of Employee.

Dependent Child Benefits

Accident Benefits do not apply to this class of Employee.

TL-004774

(961997)

SCHEDULE OF BENEFITS FOR CLASS 13

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period.

For Employees hired after the Policy Effective Date: No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	1 times Annual Compensation in effect on the day before retirement.
Guaranteed Issue Amount:	1 times Annual Compensation in effect on the day before retirement.
Maximum Benefit:	1 times Annual Compensation in effect on the day before retirement.

At age 65 the Basic Benefit reduces to \$5,000.

Continuation Options

For Layoff	This option does not apply to this class of Employee.
For Leave of Absence	This option does not apply to this class of Employee.
For Military Leave of Absence	This option does not apply to this class of Employee.
For Severance	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
For Disability	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Spouse/Domestic Partner Benefits

This benefit does not apply to this class of Employee.

Dependent Child Benefits

This benefit does not apply to this class of Employee.

Former Employee Benefits This option does not apply to this class of Employee.

Spouse/Domestic Partner of Former Employee Benefits This option does not apply to this class of Employee.

Former Spouse/Domestic Partner Benefits This option does not apply to this class of Employee.

Former Dependent Child Benefits This option does not apply to this class of Employee.

ACCIDENT INSURANCE BENEFITS

Employee Benefits

Accident Benefits do not apply to this class of Employee.

Spouse/Domestic Partner Benefits

Accident Benefits do not apply to this class of Employee.

Dependent Child Benefits

Accident Benefits do not apply to this class of Employee.

TL-004774

(961997)

SCHEDULE OF BENEFITS FOR CLASS 14

LIFE INSURANCE BENEFITS

Employee Benefits

This benefit does not apply to this class.

Continuation Options

For Layoff	This option does not apply to this class.
For Leave of Absence	This option does not apply to this class.
For Military Leave of Absence	This option does not apply to this class.
For Severance	This option does not apply to this class.
For Family Medical Leave	This option does not apply to this class.
For Disability	This option does not apply to this class.
Waiver of Premium	This option does not apply to this class.
Accelerated Benefits	This option does not apply to this class.

Spouse/Domestic Partner Benefits

Basic Benefit An amount as on file with the Employer and the Insurance Company.

Dependent Child Benefits

This benefit does not apply to this class.

Former Employee Benefits This option does not apply to this class.

Spouse/Domestic Partner of Former Employee Benefits This option does not apply to this class.

Former Spouse/Domestic Partner Benefits This option does not apply to this class.

ACCIDENT INSURANCE BENEFITS

Employee Benefits

Accident Benefits do not apply to this class.

Spouse/Domestic Partner Benefits

Accident Benefits do not apply to this class.

Dependent Child Benefits

Accident Benefits do not apply to this class.

SCHEDULE OF BENEFITS FOR CLASS 15

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period.

For Employees hired after the Policy Effective Date: No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	\$3,000
Guaranteed Issue Amount:	\$3,000
Maximum Benefit:	\$3,000

Continuation Options

For Layoff	This option does not apply to this class of Employee.
For Leave of Absence	This option does not apply to this class of Employee.
For Military Leave of Absence	This option does not apply to this class of Employee.
For Severance	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
For Disability	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Spouse/Domestic Partner Benefits

This benefit does not apply to this class of Employee.

Dependent Child Benefits

This benefit does not apply to this class of Employee.

Former Employee Benefits This option does not apply to this class of Employee.

Spouse/Domestic Partner of Former Employee Benefits This option does not apply to this class of Employee.

Former Spouse/Domestic Partner Benefits This option does not apply to this class of Employee.

Former Dependent Child Benefits This option does not apply to this class of Employee.

ACCIDENT INSURANCE BENEFITS

Employee Benefits

Accident Benefits do not apply to this class of Employee.

Spouse/Domestic Partner Benefits

Accident Benefits do not apply to this class of Employee.

Dependent Child Benefits

Accident Benefits do not apply to this class of Employee.

TL-004774

(961997)

SCHEDULE OF BENEFITS FOR CLASS 16

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period.

For Employees hired after the Policy Effective Date: No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	\$5,000
Guaranteed Issue Amount:	\$5,000
Maximum Benefit:	\$5,000

Continuation Options

For Layoff	This option does not apply to this class of Employee.
For Leave of Absence	This option does not apply to this class of Employee.
For Military Leave of Absence	This option does not apply to this class of Employee.
For Severance	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
For Disability	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Spouse/Domestic Partner Benefits

This benefit does not apply to this class of Employee.

Dependent Child Benefits

This benefit does not apply to this class of Employee.

Former Employee Benefits This option does not apply to this class of Employee.

Spouse/Domestic Partner of Former Employee Benefits This option does not apply to this class of Employee.

Former Spouse/Domestic Partner Benefits This option does not apply to this class of Employee.

Former Dependent Child Benefits This option does not apply to this class of Employee.

ACCIDENT INSURANCE BENEFITS

Employee Benefits

Accident Benefits do not apply to this class of Employee.

Spouse/Domestic Partner Benefits

Accident Benefits do not apply to this class of Employee.

Dependent Child Benefits

Accident Benefits do not apply to this class of Employee.

TL-004774

(961997)

SCHEDULE OF BENEFITS FOR CLASS 17

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period.

For Employees hired after the Policy Effective Date: None (Closed Class as of December 31, 2001).

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	\$5,000
Guaranteed Issue Amount:	\$5,000
Maximum Benefit:	\$5,000

Voluntary Benefit The Voluntary Benefit amount in effect on the day before retirement. After one year, this amount reduces by 50% each year for five years and then terminates at the end of the fifth year.

Continuation Options

For Layoff	This option does not apply to this class of Employee.
For Leave of Absence	This option does not apply to this class of Employee.
For Military Leave of Absence	This option does not apply to this class of Employee.
For Severance	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
For Disability	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Spouse/Domestic Partner Benefits

Basic Benefit	\$2,000
Guaranteed Issue Amount:	\$2,000
Maximum Benefit:	\$2,000

Dependent Child Benefits

This benefit does not apply to this class of Employee.

Former Employee Benefits This option does not apply to this class of Employee.

Spouse/Domestic Partner of Former Employee Benefits This option does not apply to this class of Employee.

**Former Spouse/Domestic Partner
Benefits**

This option does not apply to this class of Employee.

ACCIDENT INSURANCE BENEFITS

Employee Benefits

Accident Benefits do not apply to this class of Employee.

Spouse/Domestic Partner Benefits

Accident Benefits do not apply to this class of Employee.

Dependent Child Benefits

Accident Benefits do not apply to this class of Employee.

TL-004774

(961997)

SCHEDULE OF BENEFITS FOR CLASS 18

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period.

For Employees hired after the Policy Effective Date: No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	\$5,000
Guaranteed Issue Amount:	\$5,000
Maximum Benefit:	\$5,000

Continuation Options

For Layoff	This option does not apply to this class of Employee.
For Leave of Absence	This option does not apply to this class of Employee.
For Military Leave of Absence	This option does not apply to this class of Employee.
For Severance	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
For Disability	This option does not apply to this class of Employee.
Waiver of Premium	This option does not apply to this class of Employee.
Accelerated Benefits	This option does not apply to this class of Employee.

Spouse/Domestic Partner Benefits

This benefit does not apply to this class of Employee.

Dependent Child Benefits

This benefit does not apply to this class of Employee.

Former Employee Benefits This option does not apply to this class of Employee.

Spouse/Domestic Partner of Former Employee Benefits This option does not apply to this class of Employee.

Former Spouse/Domestic Partner Benefits This option does not apply to this class of Employee.

Former Dependent Child Benefits This option does not apply to this class of Employee.

ACCIDENT INSURANCE BENEFITS

Employee Benefits

Accident Benefits do not apply to this class of Employee.

Spouse/Domestic Partner Benefits

Accident Benefits do not apply to this class of Employee.

Dependent Child Benefits

Accident Benefits do not apply to this class of Employee.

TL-004774

(961997)

SCHEDULE OF BENEFITS FOR CLASS 19

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period.

For Employees hired after the Policy Effective Date: No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	1 times Annual Compensation
Guaranteed Issue Amount:	1 times Annual Compensation
Maximum Benefit:	1 times Annual Compensation
Voluntary Benefit	1, 2, 3, 4, 5, 6, 7 or 8 times Annual Compensation
Guaranteed Issue Amount:	the greater of a) or b) below: a) the lesser of 3 times Annual Compensation or \$300,000; or b) an amount equal to the Life Insurance Benefit in effect under the Employer's prior plan prior to the effective date of the Employee's transfer to this class, rounded to the next higher salary multiple
Maximum Benefit:	the lesser of 8 times Annual Compensation or \$2,000,000
Benefit Level:	1 times Annual Compensation

Continuation Options

For Layoff	This option does not apply to this class.
For Leave of Absence	This option does not apply to this class.
For Military Leave of Absence	This option does not apply to this class.
For Severance	This option does not apply to this class.
For Family Medical Leave	This option does not apply to this class.
For Disability	This option does not apply to this class.

Waiver of Premium This benefit does not apply to this class of Employee.

Portability Options

For Employees See the Former Employee and Spouse/Domestic Partner of a Former Employee sections in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

Terminal Illness Benefit

50% of Voluntary Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$100,000.

Automatic Increase Feature

If an Employee's Voluntary Life Insurance Benefit is based on Annual Compensation, it will automatically increase subject to the conditions below.

Conditions for Automatic Increase:

1. the Employer provides the Insurance Company with the required notice of an increase in Annual Compensation; and
2. the Employee is in Active Service on the effective date of the increase.

If an Employee is not in Active Service on that date, his or her benefit will not increase until he or she returns to Active Service.

TL-004736-1

Annual Re-enrollment Period

During an Annual Re-enrollment Period an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit by one Benefit Level, as long as the total Benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. Benefit Levels and Guaranteed Issue Amounts are shown above. An Employee who is eligible for the Voluntary Life Insurance portion of this Policy but who was not previously enrolled or an Employee who was not accepted for coverage the last time he or she applied may become insured by satisfying the Insurability Requirement. Such increases will be effective on the Policy Anniversary following the Re-enrollment Period.

An insured Employee may increase coverage, and an Employee who is eligible but has not enrolled may apply for a Benefit in excess of the amounts described above only if he or she satisfies the Insurability Requirement. An insured Employee may also increase coverage for a Spouse/Domestic Partner only by satisfying the Insurability Requirement. Any excess amounts will be effective on the later of the Policy Anniversary following the Re-enrollment Period or the date the Insurance Company agrees in writing to insure the Employee.

A request for a Benefit reduction received during an Annual Re-enrollment Period will become effective on the Policy Anniversary following the Re-enrollment Period.

Life Status Change

Within 31 days after a Life Status Change, an insured Employee may increase his or her Voluntary Life Insurance Benefit by one Benefit Level, as long as the total Benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. Coverage for a Spouse/Domestic Partner can be increased one option, as long as the total benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. An Employee and Spouse/Domestic Partner may increase coverage by an amount in excess of the Guaranteed Issue Amount only if he or she satisfies the Insurability Requirement. The excess amount is effective on the date the Insurance Company agrees in writing to insure the Employee and Spouse/Domestic Partner. If an Employee or Spouse/Domestic Partner was not accepted for coverage the last time he or she applied for insurance under the Policy, the Insurability Requirement must be satisfied before any increased amount of insurance will be effective.

An insured Employee may also reduce Voluntary Life Insurance Benefits within 31 days after a Life Status Change. The reduced amount is effective on the first of the month following the date the completed change form is received by the Insurance Company.

For Dependent Children

Within 60 days after an Employee's Life Status Change, a Dependent Child who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy, as long as the total Benefit does not exceed the Policy Maximum, without satisfying the Insurability Requirement. Insurance will be effective on the first of the month following the Life Status Change.

Spouse/Domestic Partner Benefits

Voluntary Benefit

Option 1	\$10,000
Option 2	\$25,000
Option 3	\$50,000
Option 4	\$100,000
Option 5	\$125,000
Option 6	\$150,000
Option 7	\$200,000
Guaranteed Issue Amount:	\$50,000

All eligible persons who were enrolled under prior policy FLX-052037 as of its date of termination will be eligible for guaranteed coverage of the lesser of (1) the amount of coverage for which the person was enrolled under prior policy FLX-052037 as of its date of termination, and (2) the maximum amount of coverage for which the person is eligible under this policy.

Portability Options

For Spouse/Domestic Partner See the Former Spouse/Domestic Partner section in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

Dependent Child Benefits

Voluntary Benefit

Option 1	\$5,000
Option 2	\$10,000
Guaranteed Issue Amount:	\$10,000
Maximum Benefit:	\$10,000

The Employee may select one of the options shown above for a Spouse/Domestic Partner. The Employee may select any one of the options shown above for his eligible, Dependent Children. Each eligible child will be insured for the amount corresponding to the Dependent option selected.

Portability Options

For Dependent Children See the Former Dependent Child section in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

Former Employee Benefits

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Voluntary Life Insurance Benefits allowable to an Employee, less any amount of conversion insurance issued under the Conversion Privilege for Life Insurance. Any amount elected in excess of the Voluntary Life Insurance Benefits in effect on the date he or she no longer qualifies as an Employee will be effective on the date the Insurance Company agrees in writing to insure him or her.
Maximum Benefit Period	To Age 85
Terminal Illness Benefit	50% of Voluntary Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$100,000.

Spouse/Domestic Partner of Former Employee Benefits

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits available to a Spouse/Domestic Partner. Any amount elected in excess of the Life Insurance Benefits in effect on the date the Employee's employment with the Employer ends will be effective on the date the Insurance Company agrees in writing to insure him or her.
Maximum Benefit Period	To Age 70

Former Spouse/Domestic Partner Benefits

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits available to a Spouse/Domestic Partner. Any amount elected in excess of the Life Insurance Benefits in effect on the date he or she no longer qualifies as a Spouse/Domestic Partner will be effective on the date the Insurance Company agrees in writing to insure him or her.
Maximum Benefit Period	To Age 70

Former Dependent Child Benefits

Amount of Insurance	Units of \$25,000
Guaranteed Issue Amount:	\$25,000
Maximum Benefit:	\$50,000
Maximum Benefit Period	To Age 70

ACCIDENT INSURANCE BENEFITS

Employee Benefits

Basic Benefit	Same as Basic Life Insurance Benefits
Voluntary Benefit	Same as Voluntary Life Insurance Benefits
Age Based Reductions	Accident Insurance Benefits will reduce the same as Life Insurance Benefits
Seatbelt Benefit	10% of the Insured's Accident Insurance Benefits in force on the date of the Accident or \$10,000, if less. The Limited Seatbelt Benefit is \$1,000.

Spouse/Domestic Partner Benefits

Accident Benefits do not apply to this class of Employee.

Dependent Child Benefits

Accident Benefits do not apply to this class of Employee.

TL-004774

(961997)

SCHEDULE OF BENEFITS FOR CLASS 20

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period.

For Employees hired after the Policy Effective Date: No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	1 times Annual Compensation
Guaranteed Issue Amount:	1 times Annual Compensation
Minimum Benefit	\$10,000
Maximum Benefit:	the lesser of 1 times Annual Compensation or \$50,000

Voluntary Benefit	Units of \$10,000
Guaranteed Issue Amount:	\$200,000
Maximum Benefit:	the lesser of 5 times Annual Compensation or \$500,000

All eligible persons who were enrolled under prior policy FLX-052037 as of its date of termination will be eligible for guaranteed coverage of the lesser of (1) the amount of coverage for which the person was enrolled under prior policy FLX-052037 as of its date of termination, and (2) the maximum amount of coverage for which the person is eligible under this policy.

Age Based Reductions	Life Insurance Benefit for an Employee age 70 and over will reduce to the percentage shown below: 67% of the Life Insurance Benefit at age 70 50% of the Life Insurance Benefit at age 75
----------------------	---

Continuation Options

For Layoff	
Maximum Benefit Period:	6 months
For Leave of Absence	
Maximum Benefit Period:	the duration of the paid non-disability related leave of absence.
For Military Leave of Absence	
Maximum Benefit Period:	the duration of the military leave of absence.
For Severance	
Maximum Benefit Period:	the duration of the severance agreement.
For Family Medical Leave	
Maximum Benefit Period:	12 weeks
For Disability	
Maximum Benefit Period	30 months
Waiver of Premium	This benefit does not apply to this class of Employee.

Portability Options
For Employees

See the Former Employee and Spouse/Domestic Partner of a Former Employee sections in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

Terminal Illness Benefit

75% of Voluntary Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$500,000.

Automatic Increase Feature

If an Employee's Voluntary Life Insurance Benefit is based on Annual Compensation, it will automatically increase subject to the conditions below.

Conditions for Automatic Increase:

1. the Employer provides the Insurance Company with the required notice of an increase in Annual Compensation; and
2. the Employee is in Active Service on the effective date of the increase.

If an Employee is not in Active Service on that date, his or her benefit will not increase until he or she returns to Active Service.

TL-004736-1

Annual Re-enrollment Period

During an Annual Re-enrollment Period an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit by one Benefit Level of \$40,000, as long as the total Benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. Benefit Levels and Guaranteed Issue Amounts are shown above. An Employee who is eligible for the Voluntary Life Insurance portion of this Policy but who was not previously enrolled or an Employee who was not accepted for coverage the last time he or she applied may become insured by satisfying the Insurability Requirement. Such increases will be effective on the Policy Anniversary following the Re-enrollment Period.

An insured Employee may increase coverage, and an Employee who is eligible but has not enrolled may apply for a Benefit in excess of the amounts described above only if he or she satisfies the Insurability Requirement. An insured Employee may also increase coverage for a Spouse/Domestic Partner by \$5,000 only by satisfying the Insurability Requirement. Any excess amounts will be effective on the later of the Policy Anniversary following the Re-enrollment Period or the date the Insurance Company agrees in writing to insure the Employee.

A request for a Benefit reduction received during an Annual Re-enrollment Period will become effective on the Policy Anniversary following the Re-enrollment Period.

Spouse/Domestic Partner Benefits

Basic Benefit	\$5,000
Guaranteed Issue Amount:	\$5,000
Maximum Benefit:	\$5,000

Voluntary Benefit	Units of \$5,000
Guaranteed Issue Amount:	the lesser of 100% of the Employee's amount of insurance or \$25,000
Maximum Benefit:	the lesser of 100% of the Employee's amount of insurance or \$100,000

All eligible persons who were enrolled under prior policy FLX-052037 as of its date of termination will be eligible for guaranteed coverage of the lesser of (1) the amount of coverage for which the person was enrolled under prior policy FLX-052037 as of its date of termination, and (2) the maximum amount of coverage for which the person is eligible under this policy.

Age Based Reductions	Life Insurance Benefit for a Spouse age 70 and over will reduce to the percentage shown below: 67% of the Life Insurance Benefit at age 70 50% of the Life Insurance Benefit at age 75
----------------------	--

Portability Options	
For Spouse/Domestic Partner	See the Former Spouse/Domestic Partner section in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

Dependent Child Benefits

Basic Benefit	\$1,000
Guaranteed Issue Amount:	\$1,000
Maximum Benefit:	\$1,000

Voluntary Benefit	Units of \$2,000
Guaranteed Issue Amount:	the lesser of 100% of the Employee's amount of insurance or \$10,000
Maximum Benefit:	the lesser of 100% of the Employee's amount of insurance or \$10,000

The Employee may select one of the options shown above for a Spouse/Domestic Partner. The Employee may select any one of the options shown above for his eligible, Dependent Children. Each eligible child will be insured for the amount corresponding to the Dependent option selected.

Portability Options	
For Dependent Children	See the Former Dependent Child section in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

Former Employee Benefits

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Voluntary Life Insurance Benefits allowable to an Employee, less any amount of conversion insurance issued under the Conversion Privilege for Life Insurance.
---------------------	---

Any amount elected in excess of the Voluntary Life Insurance Benefits in effect on the date he or she no longer qualifies as an Employee will be effective on the date the Insurance Company agrees in writing to insure him or her.

Maximum Benefit Period	To Age 85
Terminal Illness Benefit	50% of Voluntary Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$100,000.

Spouse/Domestic Partner of Former Employee Benefits

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits available to a Spouse/Domestic Partner. Any amount elected in excess of the Life Insurance Benefits in effect on the date the Employee's employment with the Employer ends will be effective on the date the Insurance Company agrees in writing to insure him or her.
---------------------	---

Maximum Benefit Period	To Age 70
------------------------	-----------

Former Spouse/Domestic Partner Benefits

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits available to a Spouse/Domestic Partner. Any amount elected in excess of the Life Insurance Benefits in effect on the date he or she no longer qualifies as a Spouse/Domestic Partner will be effective on the date the Insurance Company agrees in writing to insure him or her.
---------------------	---

Maximum Benefit Period	To Age 70
------------------------	-----------

Former Dependent Child Benefits

Amount of Insurance	Units of \$25,000
Guaranteed Issue Amount:	\$25,000
Maximum Benefit:	\$50,000

Maximum Benefit Period	To Age 70
------------------------	-----------

ACCIDENT INSURANCE BENEFITS

Employee Benefits

Basic Benefit Same as Basic Life Insurance Benefits

Spouse/Domestic Partner Benefits

Basic Benefit Same as Basic Life Insurance Benefits

Dependent Child Benefits

Basic Benefit Same as Basic Life Insurance Benefits.

SCHEDULE OF BENEFITS FOR CLASS 21

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period.

For Employees hired after the Policy Effective Date: No Waiting Period.

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	2 times Annual Compensation
Guaranteed Issue Amount:	the lesser of 2 times Annual Compensation or \$400,000
Maximum Benefit:	the lesser of 2 times Annual Compensation or \$400,000

Voluntary Benefit	Units of \$10,000
Guaranteed Issue Amount:	\$200,000
Maximum Benefit:	\$500,000

All eligible persons who were enrolled under prior policy FLX-052037 as of its date of termination will be eligible for guaranteed coverage of the lesser of (1) the amount of coverage for which the person was enrolled under prior policy FLX-052037 as of its date of termination, and (2) the maximum amount of coverage for which the person is eligible under this policy.

Age Based Reductions	Life Insurance Benefit for an Employee age 65 and over will reduce to the percentage shown below: 65% of the Life Insurance Benefit at age 65 45% of the Life Insurance Benefit at age 70 25% of the Life Insurance Benefit at age 75
----------------------	--

Continuation Options

For Layoff	
Maximum Benefit Period:	6 months
For Leave of Absence	
Maximum Benefit Period:	the duration of the paid non-disability related leave of absence.
For Military Leave of Absence	
Maximum Benefit Period:	the duration of the military leave of absence.
For Severance	
Maximum Benefit Period:	the duration of the severance agreement.
For Family Medical Leave	
Maximum Benefit Period:	12 weeks
For Disability	
Maximum Benefit Period	30 months
Waiver of Premium	This benefit does not apply to this class of Employee.

Portability Options
For Employees

See the Former Employee and Spouse/Domestic Partner of a Former Employee sections in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

Terminal Illness Benefit

75% of Voluntary Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$500,000.

Automatic Increase Feature

If an Employee's Voluntary Life Insurance Benefit is based on Annual Compensation, it will automatically increase subject to the conditions below.

Conditions for Automatic Increase:

1. the Employer provides the Insurance Company with the required notice of an increase in Annual Compensation; and
2. the Employee is in Active Service on the effective date of the increase.

If an Employee is not in Active Service on that date, his or her benefit will not increase until he or she returns to Active Service.

TL-004736-1

Annual Re-enrollment Period

During an Annual Re-enrollment Period an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit by one Benefit Level of \$40,000, as long as the total Benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. Benefit Levels and Guaranteed Issue Amounts are shown above. An Employee who is eligible for the Voluntary Life Insurance portion of this Policy but who was not previously enrolled or an Employee who was not accepted for coverage the last time he or she applied may become insured by satisfying the Insurability Requirement. Such increases will be effective on the Policy Anniversary following the Re-enrollment Period.

An insured Employee may increase coverage, and an Employee who is eligible but has not enrolled may apply for a Benefit in excess of the amounts described above only if he or she satisfies the Insurability Requirement. An insured Employee may also increase coverage for a Spouse/Domestic Partner by \$40,000 only by satisfying the Insurability Requirement. Any excess amounts will be effective on the later of the Policy Anniversary following the Re-enrollment Period or the date the Insurance Company agrees in writing to insure the Employee.

A request for a Benefit reduction received during an Annual Re-enrollment Period will become effective on the Policy Anniversary following the Re-enrollment Period.

Life Status Change

Within 31 days after a Life Status Change, an insured Employee may increase his or her Voluntary Life Insurance Benefit by one Benefit Level, as long as the total Benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. Coverage for a Spouse/Domestic Partner can be increased one option, as long as the total benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. An Employee and Spouse/Domestic Partner may increase coverage by an amount in excess of the Guaranteed Issue Amount only if he or she satisfies the Insurability Requirement. The excess amount is effective on the date the Insurance Company agrees in writing to insure the Employee and Spouse/Domestic Partner. If an Employee or Spouse/Domestic Partner was not accepted for coverage the last time he or she applied for insurance under the Policy, the Insurability Requirement must be satisfied before any increased amount of insurance will be effective.

An insured Employee may also reduce Voluntary Life Insurance Benefits within 31 days after a Life Status Change. The reduced amount is effective on the first of the month following the date the completed change form is received by the Insurance Company.

For Dependent Children

Within 60 days after an Employee's Life Status Change, a Dependent Child who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy, as long as the total Benefit does not exceed the Policy Maximum, without satisfying the Insurability Requirement. Insurance will be effective on the first of the month following the Life Status Change.

Spouse/Domestic Partner Benefits

Basic Benefit	This option does not apply to this class of Employee
Voluntary Benefit	Units of \$10,000
Guaranteed Issue Amount:	\$30,000
Maximum Benefit:	\$250,000

All eligible persons who were enrolled under prior policy FLX-052037 as of its date of termination will be eligible for guaranteed coverage of the lesser of (1) the amount of coverage for which the person was enrolled under prior policy FLX-052037 as of its date of termination, and (2) the maximum amount of coverage for which the person is eligible under this policy.

Age Based Reductions	Life Insurance Benefit for a Spouse age 70 and over will reduce to the percentage shown below: 67% of the Life Insurance Benefit at age 70 50% of the Life Insurance Benefit at age 75
Portability Options	
For Spouse/Domestic Partner	See the Former Spouse/Domestic Partner section in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

Dependent Child Benefits

Basic Benefit	This option does not apply to this class of Employee
Voluntary Benefit Maximum Benefit:	Units of \$2,500 \$10,000
Portability Options For Dependent Children	See the Former Dependent Child section in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

Former Employee Benefits

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Voluntary Life Insurance Benefits allowable to an Employee, less any amount of conversion insurance issued under the Conversion Privilege for Life Insurance. Any amount elected in excess of the Voluntary Life Insurance Benefits in effect on the date he or she no longer qualifies as an Employee will be effective on the date the Insurance Company agrees in writing to insure him or her.
Maximum Benefit Period	To Age 85
Terminal Illness Benefit	50% of Voluntary Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$100,000.

Spouse/Domestic Partner of Former Employee Benefits

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits available to a Spouse/Domestic Partner. Any amount elected in excess of the Life Insurance Benefits in effect on the date the Employee's employment with the Employer ends will be effective on the date the Insurance Company agrees in writing to insure him or her.
Maximum Benefit Period	To Age 70

Former Spouse/Domestic Partner Benefits

Amount of Insurance An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits available to a Spouse/Domestic Partner.

Any amount elected in excess of the Life Insurance Benefits in effect on the date he or she no longer qualifies as a Spouse/Domestic Partner will be effective on the date the Insurance Company agrees in writing to insure him or her.

Maximum Benefit Period To Age 70

Former Dependent Child Benefits

Amount of Insurance Units of \$25,000
 Guaranteed Issue Amount: \$25,000
 Maximum Benefit: \$50,000

Maximum Benefit Period To Age 70

ACCIDENT INSURANCE BENEFITS

Employee Benefits

Basic Benefit Same as Basic Life Insurance Benefits

Spouse/Domestic Partner Benefits

Basic Benefit Same as Basic Life Insurance Benefits

Dependent Child Benefits

Basic Benefit Same as Basic Life Insurance Benefits.

ELIGIBILITY FOR INSURANCE

Classes of Eligible Persons

A person may be insured only once under the Policy, even though he or she may be eligible under more than one class.

Classes of Eligible Persons - Applicable to Class 1, 2, 3, 4, and 5 Only

An Employee who is the Spouse of another Employee may not be insured for Voluntary Life Insurance as both an Employee and as a Spouse at the same time.

Any Employee who is eligible for Basic Life Insurance or Voluntary Life Insurance, will not be eligible to be insured as a Dependent Child of another Employee.

If an Employee is eligible and has enrolled as the Spouse of another Employee, but ceases to be eligible to maintain the amount of insurance for which he or she has enrolled as a Spouse, that Employee may, within 31 days, enroll for coverage as an Employee, in an amount equal to the lesser of (1) the amount of Spouse Voluntary Life Insurance terminating, or (2) the maximum amount of {Employee} Voluntary Life Insurance for which the Employee is eligible. The Insurability Requirement does not apply. If this amount is not equal to a Voluntary Life Insurance coverage option, it will be adjusted to the next higher available Voluntary Life Insurance coverage option. This provision shall be in lieu of the Policy's provisions, if any, regarding coverage changes following Life Status Changes.

If a Spouse is eligible and has enrolled for Voluntary Life Insurance as an Employee, but ceases to be eligible to maintain the amount of insurance for which he or she has enrolled as an Employee, the Spouse may, within 31 days, instead become enrolled as a Spouse of another Employee, in an amount equal to the lesser of (1) the amount of Employee Voluntary Life Insurance terminating, or (2) the Maximum Benefit Amount of Spouse Voluntary Life Insurance for which the Spouse is eligible. The Insurability Requirement does not apply. If this amount is not equal to a Voluntary Life Insurance coverage option, it will be adjusted to the next lower available Voluntary Life Insurance coverage option.

A Dependent Child of two or more Employees may only be insured once under the Policy. If an Employee who has elected to insure Dependent Children ceases to be eligible to do so, then the Employee's Spouse may, within 31 days, elect to insure Dependent Children, provided he or she is insured as an Employee. In all cases, "Dependent Child" shall be defined with respect to the Employee who has enrolled dependent children.

In all cases, amounts of insurance referred to in these provisions shall be determined before the application of any reductions in benefits due to age.

Any amount of Basic or Voluntary Life Insurance Coverage which cannot be continued under the above provisions may be subject to the Conversion Privilege.

Employee

An Employee in one of the Classes of Eligible Employees shown in the Schedule of Benefits is eligible to be insured on the Policy Effective Date or the day after he or she completes the applicable Eligibility Waiting Period, if later.

If a person has previously converted his or her insurance under the Policy, he or she will not become eligible until the converted policy is surrendered. This does not apply to any amount of insurance that was previously converted under the Policy due to a reduction in the Employee's Life Insurance Benefits based on age or a change in class unless those conditions no longer affect the amount of coverage available to the Employee.

Except as noted in the Reinstatement Provision, if an Employee terminates coverage and later wishes to reapply, or if a former Employee is rehired, a new Eligibility Waiting Period must be satisfied. An Employee is not required to satisfy a new Eligibility Waiting Period if insurance ends because he or she is no longer in a Class of Eligible Employees, but continues to be employed by the Employer, and within one year becomes a member of an eligible class.

Spouse/Domestic Partner

If an Employee is eligible to elect Spouse/Domestic Partner coverage, the Spouse/Domestic Partner is eligible to be insured on the date the Employee is eligible or the date he or she becomes a Spouse/Domestic Partner of an Employee, if later.

For the purpose of eligibility, the Spouse must be the lawful Spouse of the Employee and not legally separated from, divorced from, or widowed by the Employee. In the case of a retired Employee, the Spouse is eligible if he or she has been continuously married to the Employee for one year prior to retirement.

Dependent Child

If an Employee is eligible to elect Dependent Child coverage, the Dependent Child is eligible to be insured on the date the Employee is eligible or on the date the child qualifies as a Dependent Child, if later.

In no event will a Dependent Child be eligible to become insured more than once under the Policy.

TL 004710-1

EFFECTIVE DATE OF INSURANCE

An Employee, his or her eligible Spouse/Domestic Partner or Dependent Child will be insured for an amount not to exceed the Guaranteed Issue Amount on the date he or she becomes eligible, if the Employee is not required to contribute to the cost of this insurance.

An Employee who is required to contribute to the cost of this insurance may elect insurance for himself or herself and an eligible Spouse/Domestic Partner or Dependent Child only by authorizing payroll deduction in a form approved by the Employer and the Insurance Company. The effective date of this insurance depends on the date and amount of insurance elected.

If an individual elects coverage within 31 days after becoming eligible to enroll, or for any increases, the Guaranteed Issue Amount will be effective on the latest of the following dates:

1. The Policy Effective Date.
2. The date payroll deduction is authorized for this insurance.
3. The date the Employer or Insurance Company receives the completed enrollment form.

If an enrollment form is received more than 31 days after an individual is eligible to elect coverage, this insurance will be effective on the date the Insurance Company agrees in writing to insure that eligible person. The Insurance Company will require the eligible person to satisfy the Insurability Requirement before it agrees to insure him or her.

If coverage for a Dependent Child is in force and another Dependent Child is acquired, coverage for that child is effective on the date the child qualifies as a Dependent Child.

If an eligible Employee or Spouse/Domestic Partner is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to Active Service.

TL-004712

(961997)

TERMINATION OF INSURANCE

An Insured's coverage will end on the earliest of the following dates:

1. the date the Employee is eligible for coverage under a plan intended to replace this coverage;
2. the date the Policy is terminated by the Insurance Company;
3. the date the Insured is no longer in an eligible class;
4. the date coinciding with the end of the last period for which premiums are paid;
5. the date an Employee is no longer in Active Service;
6. for an Employee, Spouse and Dependent Child, the date the Employer cancels participation under the Policy;
7. the date coverage for the Employee ends, for any insured Spouse and Dependent Child;
8. for an insured Spouse and Dependent Child in Classes 1, 2, 3, 4, 5, 7, 9, 17, 19, 20 and 21 six months from the date of the active Employee's or Retiree's death if the required premium is paid;
9. for Voluntary Coverage on a Spouse in Classes 1, 2, 3, 4, 5, 19, 20, and 21 the date the Spouse reaches age 70; and
10. the date an Employee in Class 7 reaches age 65.

TL-004714

(961997)

CONTINUATION OF INSURANCE

If an Employee is no longer in Active Service, he or she may be eligible to continue insurance. The following provisions explain the continuation options available under the Policy. Please see the Schedule of Benefits to determine the applicability of these benefits on a class level.

Continuation for Spouse/Domestic Partner and Dependent Child due to Employee's or Retiree's Death (applicable to Classes 1, 2, 3, 4, 5, 7, 19, 20 and 21)

If an Employee or Retiree dies, insurance for the insured Spouse/Domestic Partner and Dependent Child will continue for six months if the required premium is paid.

Continuation for Layoff, Temporary Leave of Absence or Family Medical Leave

If an Employee's Active Service ends due to a layoff, Employer approved leave of absence, or family medical leave of absence, insurance will continue for up to the Maximum Benefit Period shown in the Schedule of Benefits, if the required premium is paid.

Continuation for Military Leave of Absence

If an Employee's Active Service ends due to an Employer approved military leave of absence, insurance will continue for up to the Maximum Benefit Period shown in the Schedule of Benefits, if the required premium is paid.

If the Employee dies during this period, the Insurance Company will pay the Life Insurance Benefit in effect for the Employee on the day prior to the date the military leave of absence began.

Continuation for Disability

If an Employee's Active Service ends due to Disability, Life Insurance Benefits as shown in the Schedule of Benefits will continue until the earliest of the following dates.

1. The date the Employee is no longer Disabled.
2. The date the end of the Maximum Benefit Period for this benefit ends.
3. The day after the period for which premiums are paid.

If the Employee dies during this period, the Insurance Company will pay the Life Insurance Benefit in effect on the day before he or she became Disabled. However, the Life Insurance Benefit payable will be subject to the provisions of the Policy that may reduce or terminate coverage on account of age, retirement or a change in eligible class.

Portability Options

For Employees

If an Employee's employment with the Employer ends prior to age 85, he or she may continue Life Insurance Benefits up to the Maximum Benefit shown in the Schedule of Benefits for this option. To continue coverage, the Employee must submit an application to the Insurance Company and pay the required premium. If an Employee continues coverage, he or she may also continue coverage for a Spouse/Domestic Partner or Dependent Child if they are covered under the Policy on the date coverage would otherwise end. If an Employee does not elect to continue insurance within 62 days after employment ends, he or she may not elect this coverage at a later date.

An Employee who continues coverage in this manner will become a Former Employee. A Spouse/Domestic Partner whose coverage is continued will become a Spouse/Domestic Partner of a Former Employee. Coverage will be effective on the first of the month following the date the Employee's coverage ends, provided the Insurance Company receives the completed application and the required premium is paid.

If a Former Employee later acquires a Spouse/Domestic Partner or Dependent Child, he or she may elect coverage for them by submitting an application to the Insurance Company and paying the required premium. The Spouse's/Domestic Partner's or Dependent Child's coverage will be effective on the date the Insurance Company agrees in writing to insure them. The Insurance Company may require the Spouse/Domestic Partner or Dependent Child to satisfy the Insurability Requirement before it agrees to insure him or her.

Coverage continued in this manner will end on the earliest of the following dates.

1. The date the Insurance Company cancels coverage for all members of the Insured's class.
2. The day after the end of the period for which premiums are paid.
3. The date an Insured is age 85.
4. The date the Policy is terminated.

Also, coverage for any Dependent Child will end on any of the dates listed above or when he or she no longer qualifies as a Dependent Child, if earlier.

For Spouses/Domestic Partners

If a Spouse/Domestic Partner is legally separated or divorced from, or widowed by, an insured Employee or Former Employee prior to age 70, he or she may continue Life Insurance Benefits up to the Maximum Benefit shown in the Schedule of Benefits for this option. To continue coverage, the Spouse/Domestic Partner must submit an application to the Insurance Company and pay the required premium.

If a Spouse/Domestic Partner continues coverage, he or she may also continue coverage for a Dependent Child if the child is covered under the Policy on the date coverage would otherwise end. If a Spouse/Domestic Partner does not elect to continue insurance within 62 days after coverage ends, he or she may not elect this coverage at a later date.

A Spouse/Domestic Partner who continues coverage in this manner will become a Former Spouse/Domestic Partner and will be issued a separate certificate of insurance. Coverage will be effective on the first of the month following the date his or her coverage as a Spouse/Domestic Partner ends, provided the Insurance Company receives the completed application and the required premium is paid.

Coverage continued in this manner will end on the earliest of the following dates.

1. The date the Insurance Company cancels coverage for all members of the Insured's class.
2. The day after the end of the period for which premiums are paid.
3. The date an Insured is age 70.
4. The date the Policy is terminated.

In addition, coverage for a Dependent Child will end on any of the dates listed above or when he or she no longer qualifies as a Dependent Child, if earlier.

For Dependent Children

If a Dependent Child is insured under the Policy and is at least 19 years of age, he or she may continue Life Insurance Benefits up to the Maximum Benefit shown in the Schedule of Benefits. To continue coverage, the Dependent Child must submit an application to the Insurance Company and pay the required premium.

If a Dependent Child does not elect to continue insurance within 62 days after reaching age 19 or the date he or she no longer qualifies as a Dependent Child, if later, he or she may not elect to be insured under this option at a later date.

A Dependent Child who continues coverage in this manner will become a Former Dependent Child and will be issued a separate certificate of insurance. Coverage for a Former Dependent Child will be effective on the following dates.

1. For any Guaranteed Issue Amount, the first of the month following the date his or her coverage as a Dependent Child ends, provided the Insurance Company receives the completed application and required premium.
2. For any amount of insurance that exceeds the Guaranteed Issue Amount, the date the Insurance Company agrees in writing to insure him or her. The Insurance Company will require the Former Dependent Child to satisfy the Insurability Requirement before it agrees to insure him or her.

Coverage continued in this manner will end on the earliest of the following dates.

1. The date the Insurance Company cancels coverage for all members of the Insured's class.
2. The day after the end of the period for which premiums are paid.
3. The date an Insured is age 70.
4. The date the Policy is terminated.

DESCRIPTION OF BENEFITS

The following provisions explain the benefits available under the Policy. Please see the Schedule of Benefits for the applicability of these benefits on a class level.

LIFE INSURANCE BENEFITS

Death Benefit

If an Insured dies, the Insurance Company will pay the Life Insurance Benefit in force for that Insured on the date of his or her death.

TL-004730

Domestic Partner Benefit

The Insurance Company will pay a Domestic Partner Benefit if an Employee's Domestic Partner suffers a covered loss and the following conditions are met.

1. The Employee has not been married to any person within the past 6 months.
2. The Domestic Partner is the only person meeting the Policy's definition of "Domestic Partner" with respect to the Employee.

The amount of insurance that applies to a Domestic Partner is shown in the Schedule of Benefits.

Death benefits with respect to any Domestic Partner will be payable to the Employee or to the beneficiary chosen by the Domestic Partner. If no beneficiary is named, benefits are payable to the Employee.

"Domestic Partner" means a person of the same or opposite sex, who meets all of the following criteria.

1. He or she shares the Employee's permanent residence.
2. He or she has resided with the Employee for at least six months and is expected to continue to reside with the Employee indefinitely.
3. They have each agreed in writing to assume financial responsibility for the welfare of the other.
4. They have signed a domestic partner declaration with the Employee, if the Employee resides in a jurisdiction that provides for domestic partner declarations.
5. Neither of them have signed a domestic partner declaration with any other person within the last 6 months.
6. Neither of them is less than 18 years of age (applicable to all classes) nor more than age 70 (applicable to Classes 1, 2, 3, 4, 5, 7, 19, 20, and 21).
7. Neither of them is currently legally married to any other person.
8. Neither of them is a blood relative any closer than would prohibit legal marriage.

To obtain insurance for a Domestic Partner, an Employee must request coverage in writing and agree to make any required premium contributions.

TL-006079

(961997)

Accelerated Benefits

Any benefits payable under this Accelerated Benefits provision will reduce the Death Benefit payable for Life Insurance. Any automatic increases in Life Insurance Benefits will end when benefits are payable under this provision.

Terminal Illness Benefit

The Insurance Company will pay a Terminal Illness Benefit to an Employee who has been determined by the Insurance Company to be Terminally Ill.

The Terminal Illness Benefit is payable only once in an Employee's lifetime.

Determination of Terminal Illness

For the purpose of determining the existence of a Terminal Illness, the Insurance Company will require the Employee submit the following proof.

1. A written diagnosis and prognosis by two Physicians licensed to practice in the United States.
2. Supportive evidence satisfactory to the Insurance Company, including but not limited to radiological, histological or laboratory reports documenting the Terminal Illness.

The Insurance Company may require, at its expense, an examination of the Employee and a review of the documented evidence by a Physician of its choice.

"Terminal Illness" means a person has a prognosis of 12 months or less to live, as diagnosed by a Physician.

TL-004748

Conversion Privilege for Life Insurance (not applicable to Class 5)

If coverage for an Insured ends for any reason, except for non-payment of premium, he or she may apply for a conversion policy of life insurance.

The conversion insurance may be a type of life insurance currently being offered for conversion by the Insurance Company at the Insured's age and in the amount requested. It may not be term insurance and it may not be for an amount greater than the Life Insurance Benefits in force under the Policy. Conversion life insurance will not provide accident, disability or other benefits.

However, if coverage ends because the Policy is terminated or amended to terminate any class of Insureds, or the Employer cancels participation under the Policy, coverage cannot be converted unless the individual has been insured under the Policy for at least 3 years. In this case, the amount of conversion insurance will be the lesser of the Life Insurance Benefit in force under the Policy, or \$10,000.

To apply for conversion insurance, the Insured must within 62 days after coverage under the Policy ends, submit an application to the Insurance Company and pay the required premium. Evidence of insurability is not required. Premium for the conversion insurance will be based on the age and class of risk of the Insured and the type and amount of coverage issued.

Conversion insurance will become effective on the 61st day after the date coverage under the Policy ends, if the application is received by the Insurance Company and the required premium is paid on that date.

If the Insured dies during the 60 day conversion period, the Death Benefit will be paid under the Policy regardless of whether he or she applied for conversion insurance. If a conversion policy is issued, it will be in exchange for any benefits payable for that type and amount of insurance under the Policy.

Extension of Conversion Period

If an Insured is eligible for conversion insurance and is not notified of this right at least 31 days prior to the end of the 62 day conversion period, the conversion period will be extended. The Insured will have 31 days from the date notice is given to apply for conversion insurance. In no event will the conversion period be extended beyond 105 days. Notice, for the purpose of this section, means written notice presented to the Insured by the Employer or mailed to the Insured's last known address as reported by the Employer.

If the Insured dies during the extended conversion period, but more than 60 days after his or her coverage under the Policy terminates, Life Insurance Benefits will not be paid under the Policy. If the Insured's application for conversion insurance is received by the Insurance Company and the required premium is paid, Life Insurance Benefits will be payable under the conversion insurance.

Prior Conversion Limitation

If an Insured is covered under a life insurance conversion policy previously issued by the Insurance Company, he or she will not be eligible for this Conversion Privilege unless the prior coverage has ended. This does not apply to any amount of insurance that was previously converted under the Policy due to a reduction in the Insured's Life Insurance Benefits based on age or a change in class unless that condition no longer affects the amount of coverage available to the Insured.

LIFE INSURANCE EXCLUSIONS

If an Insured commits suicide, while sane or insane, within 2 years from the date his or her insurance under the Policy becomes effective, Voluntary Life Insurance Benefits will be limited to a refund of the premiums paid on the Insured's behalf. The suicide exclusion applies from the effective date of any additional benefits or increases in Life Insurance Benefits.

If a Dependent Child commits suicide and is survived by other Dependent Children covered under the same certificate, no refund of premiums will be paid.

TL-004752

ACCIDENT INSURANCE BENEFITS

The Insurance Company will pay the Accident Insurance Benefits for a loss shown in the Schedule of Losses, if an Insured is insured under the Policy for Accident Insurance on the date of an Accident. If more than one loss results from the same Accident, the Insurance Company will pay only the largest Benefit Amount to which the Insured is entitled.

The loss must be a result of bodily Injuries caused directly, and from no other causes, by an Accident, and must occur within 365 days of the Accident.

Schedule of Losses	Benefit Amount
Life, Two Members, Quadriplegia, or Speech and Hearing (both ears)	100%
One Member, Paraplegia, Hemiplegia, Speech, or Hearing (both ears)	50%
Thumb and Index Finger of the Same Hand	25%

"Member" means a hand, foot or the entire sight of an eye. Loss of a hand or foot means complete Severance through or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of speech means total, permanent and irrecoverable loss of audible communication. Loss of hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means. Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand). Quadriplegia means total Paralysis of both upper and lower limbs. Paraplegia means total Paralysis of both lower limbs. Hemiplegia means total Paralysis of upper and lower limbs on one side of the body.

"Severance" means the complete separation and dismemberment of the part from the body.

"Paralysis" means loss of use, without Severance, of a limb. This loss must be determined by a Physician to be complete and not reversible.

TL-004754

(961997)

Seatbelt Benefit

The Insurance Company will pay a Seatbelt Benefit if an Insured dies as a result of an Accident and the following conditions are met.

1. The Accident occurs while the Insured is covered under the Policy.
2. The Insured is driving or riding as a passenger in a Private Passenger Car, the car is equipped with seatbelts and the seatbelt was in actual use and properly fastened at the time of the Accident. The use and position of the seatbelt must be certified in the official report of the Accident. However, if an official report is not available or it is unclear if the Insured was properly wearing a seatbelt, the Insurance Company will pay the Limited Seatbelt Benefit. If such report indicates that a seatbelt was not in use, the Insurance Company will not pay the Seatbelt Benefit nor the Limited Seatbelt Benefit.

The Seatbelt Benefit will not be paid for an Accident which occurs while the Insured is participating in a race, speed or endurance test.

"Private Passenger Car" means a validly registered four-wheel vehicle limited to private passenger cars, station wagons, jeeps, pick-up trucks and van-type cars. In the case of a child, seatbelt means a child restraint as required by the state law and approved by the National Highway Traffic Safety Administration, properly secured and being used as recommended by its manufacturer for children of like age and weight at the time of the accident.

TL-004756

(961997)

Conversion Privilege for Accident Insurance

If coverage for an Insured ends for any reason, except for non-payment of premium, he or she may apply for conversion accident insurance. The conversion insurance may be a type of accident insurance currently being offered for conversion by the Insurance Company at the Insured's age and in the amount requested.

The Insured may apply for an amount of conversion accident insurance up to the amount of Accident Insurance in force under the Policy (in units of \$25,000, subject to a minimum of \$25,000 and a maximum of \$250,000). The conversion accident insurance may not include all of the benefits provided under the Policy.

To apply for conversion insurance, the Insured must within 62 days after coverage under the Policy ends, submit an application to the Insurance Company and pay the required premium. Evidence of insurability is not required. Premium for the conversion insurance will be based on the age and class of risk of the Insured and the type and amount of coverage issued.

Conversion insurance will become effective on the 61st day after the date coverage under the Policy ends, if the application is received by the Insurance Company and the required premium is paid on that date.

If the Insured suffers a loss as a result of a covered Accident during the 60 day conversion period, no benefits will be payable under the Policy unless the Insurance Company has received his or her application for conversion insurance and the required premium is paid prior to the date of the loss. If a conversion policy is issued, it will be in exchange for any benefits payable for that type and amount of insurance under the Policy.

Prior Conversion Limitation

If an Insured is covered under a conversion accident policy previously issued by the Insurance Company, he or she will not be eligible for this Conversion Privilege unless the prior coverage has ended.

TL-006976

(961997)

ACCIDENT INSURANCE EXCLUSIONS

The Insurance Company will not pay Accident Insurance Benefits for a loss which in any way results directly or indirectly from any of the following.

1. Suicide, attempted suicide or intentionally self-inflicted injury, while sane or insane (except in Missouri, this applies only while sane).
2. Sickness, disease or bodily infirmity; medical or surgical treatment; or bacterial or viral infection, no matter how contracted. (This does not include bacterial infection that is the natural and foreseeable result of an accidental bodily injury or accidental food poisoning.)
3. An Accident occurring while an Insured is on full-time active duty for more than 30 days in the Armed Forces. If the Insured sends proof of service, the Insurance Company will refund any premiums paid for coverage during this time. Reserve or National Guard active duty or training are not excluded unless it extends beyond 31 days.
4. Commission of a felony.
5. Voluntary self-administration of any drug or chemical substance not prescribed by, and taken according to the directions of a doctor. (Accidental ingestion of a poisonous substance is not excluded.)
6. War or an act of war, whether or not declared.
7. Travel or flight in, or getting in or out of: an aircraft being used for test or experiment; an aircraft the Insured is flying, is learning to fly, or is part of the crew of; a military aircraft, other than transport aircraft flown by the U.S. Air Mobility Command (AMC) or a similar air transport service of another country; an aircraft owned or leased by or for the Employer, its subsidiaries or affiliates, or the Insured or a member of his or her household; an aircraft that does not have a valid FAA normal or transport type certificate of airworthiness; or an aircraft that is not flown by a pilot with a valid license.

TL-004768

CLAIM PROVISIONS

Notice of Claim

Written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible. Notice can be given at our home office in Philadelphia, Pennsylvania or to our agent. Notice should include the Employer's Name, the Policy Number and the claimant's name and address.

Written notice or any other electronic/telephonic means authorized by the Insurance Company of a diagnosis of a Terminal Illness on which claim is based must be given to us within 60 days after the diagnosis. If notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice or any other electronic/telephonic means authorized by the Insurance Company was given as soon as reasonably possible.

Claim Forms

When the Insurance Company receives notice of claim, the Insurance Company will send claim forms for filing proof of loss. If claim forms are not sent within 15 days after notice is received by the Insurance Company, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, of the nature and extent of the loss.

Claimant Cooperation Provision

Failure of a claimant to cooperate with the Insurance Company in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Insurance Data

The Employer is required to cooperate with the Insurance Company in the review of claims and applications for coverage. Any information the Insurance Company provides in these areas is confidential and may not be used or released by the Employer if not permitted by applicable privacy laws.

Proof of Loss

Written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 90 days after the date of the loss for which a claim is made. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is not given in that 90 day period, the claim will not be invalidated nor reduced if it is shown that it was given as soon as was reasonably possible. In any case, written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given not more than one year after that 90 day period. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is provided outside of these time limits, the claim will be denied. These time limits will not apply while the person making the claim lacks legal capacity.

Written proof, or any other electronic/telephonic means authorized by the Insurance Company, of loss for Accelerated Benefits must be furnished 90 days after the date of diagnosis. This proof must describe the occurrence, character and diagnosis for which claim is made.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If it is not reasonably possible to submit proof of loss within these time periods, the Insurance Company will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

Time of Payment

Benefits due under the Policy for a loss, other than a loss for which the Policy provides installment payments, will be paid immediately upon receipt of due written proof of such loss.

Subject to the receipt of satisfactory written proof of loss, all accrued benefits for loss for which the Policy provides installments will be paid monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof, unless otherwise stated in the Description of Benefits.

To Whom Payable

Death Benefits will be paid to the Insured's named beneficiary, if any, on file at the time of payment. If there is no named beneficiary or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives: spouse; child or children; mother or father; brothers or sisters; or to the executors or administrators of the Insured's estate. The Insurance Company may reduce the amount payable by any indebtedness due. Dependent Life benefits are payable to the Employee.

All benefits payable under the Accelerated Benefits section are payable to the Insured, if living. If the Insured dies prior to the payment of an eligible claim for an Accelerated Benefit, benefits will be paid in accordance with the provisions applicable to the payment of Life Insurance proceeds, unless the Insured has directed us otherwise in writing. However, any payment made by us prior to notice of the Insured's death shall discharge us of any benefit that was paid.

All other benefits, unless otherwise stated in the Policy, will be payable to the Insured or the certificate owner if other than the Insured.

Any other accrued benefits which are unpaid at the Insured's death may, at the Insurance Company's option, be paid either to the Insured's beneficiary or to the executor or administrator of the Insured's estate.

If the Insurance Company pays benefits to the executor or administrator of the Insured's estate or to a person who is incapable of giving a valid release, the Insurance Company may pay up to \$1,000 to a relative by blood or marriage whom it believes is equitably entitled. This good faith payment satisfies the Insurance Company's legal duty to the extent of that payment.

Change of Beneficiary

The Insured may change the beneficiary at any time by giving written notice to the Employer or the Insurance Company. The beneficiary's consent is not required for this or any other change which the Insured may make unless the designation of beneficiary is irrevocable.

No change in beneficiary will take effect until the form is received by the Employer or the Insurance Company. When this form is received, it will take effect as of the date of the form. If the Insured dies before the form is received, the Insurance Company will not be liable for any payment that was made before receipt of the form.

Physical Examination and Autopsy

The Insurance Company, at its expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably require. The Insurance Company may, at its expense, require an autopsy unless prohibited by law.

Legal Actions

No action at law or in equity may be brought to recover benefits under the Policy less than 60 days after written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, has been furnished as required by the Policy. No such action shall be brought more than 3 years after the time satisfactory proof of loss is required to be furnished.

Time Limitations

If any time limit stated in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity, is less than that permitted by the law of the state in which the Employee lives when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.

Physician/Patient Relationship

The Insured will have the right to choose any Physician who is practicing legally. The Insurance Company will in no way disturb the Physician/patient relationship.

TL-004724

ADMINISTRATIVE PROVISIONS**Premiums**

The premiums for this Policy will be based on the rates currently in force, the plan and the amount of insurance in effect.

If the Insured's coverage amount is reduced due to his or her attained age, premium will be based on the amount of coverage in force on the day after the reduction took place.

Changes in Premium Rates

The premium rates may be changed by the Insurance Company from time to time with at least 31 days advance written notice. No change in rates will be made until 36 months after the Revised and Reissued Date of January 1, 2018. An increase in rates will not be made more often than once in a 12 month period. However, the Insurance Company reserves the right to change the rates even during a period for which the rate is guaranteed if any of the following events take place.

1. The terms of the Policy change.
2. A division, subsidiary, affiliated company or eligible class is added or deleted from the Policy.
3. There is a change in the factors bearing on the risk assumed by +/- 15%.
4. Any federal or state law or regulation is amended to the extent it affects the Insurance Company's benefit obligation.
5. The Insurance Company determines that the Employer has failed to promptly furnish any necessary information requested by the Insurance Company, or has failed to perform any other obligations in relation to the Policy.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

Reporting Requirements

The Employer must, upon request, give the Insurance Company any information required to determine who is insured, the amount of insurance in force and any other information needed to administer the plan of insurance.

Payment of Premium

The first premium is due on the Policy Effective Date. After that, premiums will be due monthly unless the Employer and the Insurance Company agree on some other method of premium payment.

If any premium is not paid when due, the plan will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

Notice of Cancellation

The Employer or the Insurance Company may cancel the Policy as of any Premium Due Date by giving 31 days advance written notice. If a premium is not paid when due, the Policy will automatically be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

The Insurance Company may cancel the Policy as of any Premium Due Date if the participation requirements are not met.

Policy Grace Period

A Policy Grace Period of 60 days will be granted for the payment of the required premiums under the Policy. The Policy will be in force during the Policy Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last Premium Due Date. The Employer will be liable to the Insurance Company for any unpaid premium for the time the Policy was in force.

Grace Period for the Insured

If the required premium is not paid on the Premium Due Date, there is a 31 day grace period after each premium due date after the first. If the required premium is not paid during the grace period, insurance will end on the last day for which premium was paid.

If benefits are paid during the Grace Period for the Insured, the Insurance Company will deduct any overdue premium from the proceeds payable under the Policy.

Reinstatement of Insurance

Coverage may be reinstated without satisfying the Insurability Requirement, if an Employee's insurance ends because he or she is on an unpaid leave of absence and he or she applies for Reinstatement within 31 days of his return to Active Service.

After an Insured's coverage has ceased, it may be reinstated at any date prior to five years after the date of termination if the following conditions are met:

1. The Policy is still in force.
2. The Insured is eligible under the Policy.
3. A written request for reinstatement and a new enrollment form are sent to the Insurance Company.
4. The required premium is paid.
5. The Insurability Requirement, if any, is satisfied.

SCHEDULE OF RATES

The following monthly rates apply to all Classes of Eligible Persons unless otherwise indicated.

FOR EMPLOYEE BENEFITS

Basic Life Insurance

For Classes 1, 2, 3, 4, 5, 7, 19, 20 and 21	\$.088 Per \$1,000
For Class 8, 9, 10, 11, 12, 13, 15, 16, 17 and 18	\$3.01 Per \$1,000
For Class 14	\$3.19 Per \$1,000

Voluntary Life Insurance

For Class 7	\$.287 Per \$1,000
-------------	--------------------

Voluntary Life and Accident Insurance

For Classes 1, 2, 3, 4, 5, 7, 19, 20 and 21

Monthly Rates are based on units of \$1,000

Non-Smoker Rates

Under Age 20	\$.042	Age 50 - 54	\$.182
Age 20 - 24	\$.042	Age 55 - 59	\$.315
Age 25 - 29	\$.042	Age 60 - 64	\$.453
Age 30 - 34	\$.054	Age 65 - 69	\$.872
Age 35 - 39	\$.062	Age 70 - 74	\$1.415
Age 40 - 44	\$.076	Age 75 - 79	\$1.415
Age 45 - 49	\$.109	Age 80 - 84	\$1.415

Smoker Rates

Under Age 20	\$.045	Age 50 - 54	\$.35
Age 20 - 24	\$.045	Age 55 - 59	\$.572
Age 25 - 29	\$.045	Age 60 - 64	\$.695
Age 30 - 34	\$.067	Age 65 - 69	\$1.108
Age 35 - 39	\$.107	Age 70 - 74	\$1.818
Age 40 - 44	\$.143	Age 75 - 79	\$1.818
Age 45 - 49	\$.215	Age 80 - 84	\$1.818

Employee rates are based on the employee's date of birth as of 12/31 of each year.

Basic Accident Insurance

For Classes 1, 2, 3, 4, 5, 6, 19, 20 and 21	\$.014 Per \$1,000
---	--------------------

FOR SPOUSE/DOMESTIC PARTNER BENEFITS

Voluntary Life Insurance

For Class 14 \$3.19 Per \$1,000

For Classes 1, 2, 3, 4, 5, 7, 19, 20 and 21

Monthly Rates are based on units of \$1,000

Non-Smoker Rates

Under Age 20	\$.061	Age 45 - 49	\$.160
Age 20 - 24	\$.061	Age 50 - 54	\$.267
Age 25 - 29	\$.061	Age 55 - 59	\$.463
Age 30 - 34	\$.080	Age 60 - 64	\$.668
Age 35 - 39	\$.090	Age 65 - 69	\$1.284
Age 40 - 44	\$.112		

Smoker Rates

Under Age 20	\$.066	Age 45 - 49	\$.316
Age 20 - 24	\$.066	Age 50 - 54	\$.516
Age 25 - 29	\$.066	Age 55 - 59	\$.842
Age 30 - 34	\$.099	Age 60 - 64	\$1.021
Age 35 - 39	\$.157	Age 65 - 69	\$1.630
Age 40 - 44	\$.211		

Spouse/Domestic Partner rates are based on the spouse's/domestic partner's date of birth as of 12/31 each year.

FOR DEPENDENT CHILD BENEFITS

Voluntary Life Insurance

For Classes 1, 2, 3, 4, 5, 7, 19 20 and 21 \$.18 Per \$1,000

FOR SPOUSE/DOMESTIC PARTNER AND DEPENDENT CHILD BENEFITS

Basic Life Insurance

For Class 1 \$1.611 Per Family Unit

For Class 2 \$1.044 Per Family Unit for Branch 0003
\$1.53 Per Family Unit for Branch 2003

FOR FORMER EMPLOYEE BENEFITS

Monthly Rates are based on units of \$1,000.

Under Age 20	\$.153	Age 50 - 54	\$.726
Age 20 - 24	\$.144	Age 55 - 59	\$1.347
Age 25 - 29	\$.153	Age 60 - 64	\$2.461
Age 30 - 34	\$.177	Age 65 - 69	\$4.065
Age 35 - 39	\$.190	Age 70 - 74	\$6.143
Age 40 - 44	\$.243	Age 75 - 79	\$9.792
Age 45 - 49	\$.384	Age 80 - 84	\$15.523

Employee rates are based on the employee's age.

FOR FORMER SPOUSE/DOMESTIC PARTNER OR SPOUSE/DOMESTIC PARTNER OF FORMER EMPLOYEE BENEFITS

Monthly Rates are based on units of \$1,000.

Under Age 20	\$.153	Age 50 - 54	\$.726
Age 20 - 24	\$.144	Age 55 - 59	\$1.347
Age 25 - 29	\$.153	Age 60 - 64	\$2.461
Age 30 - 34	\$.177	Age 65 - 69	\$4.065
Age 35 - 39	\$.190	Age 70 - 74	\$6.143
Age 40 - 44	\$.243	Age 75 - 79	\$9.792
Age 45 - 49	\$.384	Age 80 - 84	\$15.523

Spouse/Domestic Partner rates are based on the spouse's/domestic partner's age.

FOR FORMER DEPENDENT CHILD BENEFITS

Rates are based on \$25,000 per Month.

Under Age 20	\$2.38	Age 45 - 49	\$9.78
Age 20 - 24	\$2.78	Age 50 - 54	\$16.38
Age 25 - 29	\$2.98	Age 55 - 59	\$23.48
Age 30 - 34	\$3.60	Age 60 - 64	\$38.25
Age 35 - 39	\$4.18	Age 65 - 69	\$54.08
Age 40 - 44	\$6.20		

Rates are based on \$50,000 per Month

Under Age 20	\$4.75	Age 45 - 49	\$19.55
Age 20 - 24	\$5.55	Age 50 - 54	\$32.75
Age 25 - 29	\$5.95	Age 55 - 59	\$46.95
Age 30 - 34	\$7.20	Age 60 - 64	\$76.50
Age 35 - 39	\$8.35	Age 65 - 69	\$108.15
Age 40 - 44	\$12.40		

A change in rates due to a change in the Former Dependent Child's age will become effective on the Policy Anniversary Date coinciding with or following the Former Dependent Child's birthday.

GENERAL PROVISIONS

Entire Contract

The entire contract will be made up of the Policy, the application of the Employer, a copy of which is attached to the Policy, and the applications, if any, of the Insureds.

Incontestability

All statements made by the Employer or by an Insured are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Insured's effective date of insurance, or from the effective date of any added or increased benefits, no such statement will cause insurance to be contested except for fraud or eligibility for coverage.

Misstatement of Age

If an Insured's age has been misstated, the Insurance Company will adjust all benefits to the amounts that would have been purchased for the correct age.

Policy Changes

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

Workers' Compensation Insurance

The Policy is not in lieu of and does not affect any requirements for insurance under any Workers' Compensation Insurance Law.

Certificates

A certificate of insurance will be delivered to the Employer for delivery to Insureds. Each certificate will list the benefits, conditions and limits of the Policy. It will state to whom benefits will be paid.

Assignment of Benefits

The Insurance Company will not be affected by the assignment of an Insured's certificate until the original assignment or a certified copy of the assignment is filed with the Insurance Company. The Insurance Company will not be responsible for the validity or sufficiency of an assignment. An assignment of benefits will operate so long as the assignment remains in force provided insurance under the Policy is in effect. This insurance may not be levied on, attached, garnisheed, or otherwise taken for a person's debts. This prohibition does not apply where contrary to law.

Clerical Error

A person's insurance will not be affected by error or delay in keeping records of insurance under the Policy. If such an error is found, the premium will be adjusted fairly.

Agency

The Employer and Plan Administrator are agents of the Employee for transactions relating to insurance under the Policy. The Insurance Company is not liable for any of their acts or omissions.

DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

Accident

An Accident is a sudden, unforeseeable external event that causes bodily Injury to an Insured while coverage is in force under the Policy.

Active Service - applicable to Classes 1, 2, 3, 4, 5, 20 and 21

An Employee will be considered in Active Service with the Employer on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

1. He or she is actively at work. This means the Employee is performing his or her regular occupation for the Employer for all regularly scheduled hours of work, either at one of the Employer's usual places of business or at some location to which the Employer's business requires the Employee to travel.
2. The day is a scheduled holiday, vacation day or period of Employer approved paid leave of absence.

An Employee is considered in Active Service on a day which is not one of the Employer's scheduled work days only if he or she was in Active Service on the preceding scheduled work day.

Active Service - applicable to Classes 1, 2, 3, 4, 5, 20 and 21

A Spouse/Domestic Partner is considered in Active Service if he or she is able to perform all the activities another person of the same age and sex could normally perform and is not:

1. a patient in a hospital or hospice, or receiving outpatient care for chemotherapy or radiation therapy;
2. confined at home under the care of a Physician for sickness or injury;
3. unable to perform any of the activities of daily living expected of a person of the same age (i.e., mobility, transferring, feeding, dressing or toileting) without human supervision or assistance; or
4. receiving disability benefits from any source due to his or her sickness or injury.

Annual Compensation - applicable to Classes 1, 2, 3, 4, 5, 20 and 21

An Employee's annual wage or salary rounded to the next higher \$1,000, if not already a multiple thereof, as reported by the Employer for work performed for the Employer as of the date the covered loss occurs. If the Employer gives the Insurance Company written notice and the required premium is paid, a change in the amount of Annual Compensation is effective on the date of change.

Dependent Child

A child who meets the following requirements.

1. A child from live birth but less than 26 years old;
2. A child who is 26 or more years old and incapable of self-sustaining employment by reason of mental or physical incapacity. Proof of the child's condition and dependence must be submitted to the Insurance Company within 31 days after the date the child ceases to qualify as a Dependent for the reasons listed above. During the next two years the Insurance Company may, from time to time, require proof of the continuation of such condition and dependence. After that, the Insurance Company may require proof no more than once a year;
3. A child stillborn during the third trimester. Stillborn is an unintended death of the child prior to birth. Third trimester is the period beginning as of the 28th week of pregnancy until birth.

The term "child" means:

1. the Employee's natural child;
2. the Employee's legally adopted child, beginning with any waiting period pending finalization of the child's adoption. It also means the legally adopted child of the Employee's Spouse or Domestic Partner provided the child is living with, the Employee;
3. a stepchild born to the Employee's Spouse and who is living with the Employee;
4. a child less than 26 years old (unless the child otherwise satisfies the requirement of paragraph 2 above) for whom the Employee is the court-appointed legal guardian and who resides with the Employee;
5. a child of the Employee's Domestic Partner, provided the child is living with the Employee.

Disabled

An Employee is Disabled if, because of Injury or Sickness, he or she is unable to perform all the material duties of any occupation for which he or she may reasonably become qualified based on education, training or experience.

Employee

For eligibility purposes, an Employee is an employee of the Employer in one of the "Classes of Eligible Employees." Otherwise, Employee means an employee of the Employer who is insured under the Policy.

Employer

The Employer who has subscribed to the Policyholder and for the benefit of whose Employees this policy has been issued. The Employer, named as the Subscriber on the front of this Policy, includes any affiliates or subsidiaries covered under the Policy. The Employer is acting as an agent of the Insured for transactions relating to this insurance. The actions of the Employer shall not be considered the actions of the Insurance Company.

Flexible Benefits Plan

The Flexible Benefits Plan is the Employee Benefits Plan arrangement sponsored by the Employer for eligible Employees and their eligible dependents.

Full-time

Full-time means the number of hours set by the Employer as a regular work day for Employees in the Employee's eligibility class.

Injury

Any accidental loss or bodily harm which results directly and independently of all other causes from an Accident.

Insurability Requirement

An eligible person will satisfy the Insurability Requirement for an amount of coverage on the day the Insurance Company agrees in writing to accept him or her as insured for that amount. To determine a person's acceptability for coverage, the Insurance Company will require evidence of good health and may require it be provided at the Employee's expense.

Insurance Company

The Insurance Company underwriting the Policy is named on the Policy cover page.

Insured

A person who is eligible for insurance under the Policy, for whom insurance is elected, the required premium is paid and coverage is in force under the Policy.

Life Status Change

A Life Status Change is an event recognized by the Employer's Flexible Benefits Plan as qualifying an Employee to make changes in benefit selections at a time other than an Annual Enrollment Period.

If there is no Employer sponsored Flexible Benefits Plan, or if it is no longer in effect, the following events are Life Status Changes.

1. Marriage or acquisition of a new domestic partner
2. Divorce, annulment or legal separation from your spouse
3. Birth or adoption of a child or the placement of a child for adoption with the Employee, Employee's spouse or Employee's domestic partner
4. Death of a spouse/domestic partner
5. Termination of a spouse's/domestic partner's employment
6. A change in the benefit plan available to the Employee's spouse/domestic partner
7. A change in the Employee's or his or her spouse's/domestic partner's employment status that affects either person's eligibility for benefits
8. Issuance of a court order or legal decree requiring coverage of a dependent child/domestic partner's dependent child

Physician

Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to an Insured that is appropriate for the condition and locality. The term does not include an Employee, an Employee's spouse/domestic partner, the immediate family (including parents, children, siblings or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of an Employee or spouse, or a person living in an Employee's household.

Prior Plan

The Prior Plan refers to the plan of insurance providing similar benefits sponsored by the Employer in effect directly prior to the Policy Effective Date.

Sickness

Any physical or mental illness.

Spouse

The current lawful Spouse of an Employee.

**LIFE INSURANCE COMPANY OF NORTH AMERICA
AMENDATORY RIDER**

Policyholder: Cummins Inc.

Policy Number: FLX-961997

Effective Date: January 1, 2018

Eligible Classes to which this Rider applies: 8, 9 and 14

This Rider amends the Policy identified above and takes effect on the effective date shown above. This Rider shall remain in force while the Policy is in effect and shall terminate upon termination of the Policy.

In consideration of the payment of premiums, the Policy is amended as follows:

Continuation of Insurance

If a Retiree dies, insurance will continue in the amount shown in the Schedule of Benefits, if the required premium is paid, for the lifetime of an insured surviving Spouse/Domestic Partner, unless and until the surviving Spouse remarries or the surviving Domestic Partner forms a new Domestic Partnership. Upon remarriage or formation of a new Domestic Partnership, insurance for the surviving Spouse/Domestic Partner will end, subject to an insured's rights under the Conversion Privilege.

Except as provided above, this Rider does not amend the terms of the Policy.

LIFE INSURANCE COMPANY OF NORTH AMERICA



William J. Smith, President