

**Group Life
Insurance Certificate**

Town of Brattleboro

IMPORTANT NOTICES

If you reside in one of the following states, please read the important notices below:

Arizona, Florida and Maryland residents:

The group policy is issued in the state of Vermont and will be governed by its laws. If you reside in a state other than Vermont, this certificate of insurance may not provide all of the benefits and protections provided by the laws of your state. PLEASE READ YOUR CERTIFICATE CAREFULLY.

Washington Residents:

(In Accordance With WAC 284-23-610, 620, 650, 730)

The accelerated life benefit in this policy does not and is not intended to qualify as long-term care under Washington state law. Washington state law prevents this accelerated life benefit from being marketed or sold as long-term care.

If an Insured receives payment of accelerated benefits from a life insurance policy, he or she may lose the right to receive certain public funds, such as Medicare, Medicaid, Social Security, Supplemental Security, Supplemental Security Income (SSI), and possibly others. Also, receiving accelerated benefits from a life insurance policy may have tax consequences for the Insured. We cannot give advice about this. The Insured may wish to obtain advice from a tax professional or an attorney before he or she decides to receive accelerated benefits under a life policy.

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

FOREWORD

Life insurance provides individuals and their families with financial protection. The Life Insurance Benefit described in this booklet will help secure your family's financial security in the event of your death.

The need for life insurance protection depends on individual circumstances and financial situations. Your Employer is offering you the opportunity to purchase this insurance to make your benefit program more comprehensive and responsive to your needs.

The following pages describe the main provisions of the group term life insurance plan available to you.

Any insurance benefit described in the following pages will apply to you only if you have elected that benefit and have authorized payroll deduction for the required premium.

LIFE INSURANCE COMPANY OF NORTH AMERICA
1601 CHESTNUT STREET
PHILADELPHIA, PA 19192-2235
(800) 732-1603 TDD (800) 336-2485
A STOCK INSURANCE COMPANY

**GROUP INSURANCE
CERTIFICATE**


We, the LIFE INSURANCE COMPANY OF NORTH AMERICA, certify that we have issued a Group Policy, SGM-610583, to Town of Brattleboro.

We certify that we insure all eligible persons, who are enrolled according to the terms of the Policy. Your coverage will begin and end according to the terms set forth in this certificate.

This certificate describes the benefits and basic provisions of your coverage. You should read it with care so you will understand your coverage.

This is not the insurance contract. It does not waive or alter any of the terms of the Policy. If questions arise, the Policy will govern. You may examine the Policy at the office of the Policyholder or the Administrator.

This certificate replaces any and all certificates which may have been issued to you in the past under the Policy.

A handwritten signature in cursive script that reads "William J. Smith".

William J. Smith, President

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SCHEDULE OF BENEFITS

Policy Effective Date: January 1, 2020

Policy Anniversary Date: January 1

Policy Number: SGM-610583

Class Definition

You are eligible for insurance if you are a member of the class defined below.

All active, Full-time Employees of the Employer regularly working a minimum of 20 hours per week in the United States, who are citizens or permanent resident aliens of the United States.

Your Eligibility Waiting Period

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

If you were hired on or before the Policy Effective Date:

The first of the month following or coinciding with the date of hire

If you were hired after the Policy Effective Date:

The first of the month following or coinciding with the date of hire

The *Eligibility Waiting Period* does not apply if you are a former Employee rehired within 6 months after your termination date and you had satisfied the *Eligibility Waiting Period* prior to your termination date. If you did not fully satisfy the *Eligibility Waiting Period* prior to your termination date, credit will be given for any time that was satisfied.

LIFE INSURANCE BENEFITS

Employee Benefits

| | |
|--------------------------|--|
| Amount of Insurance | An amount elected in units of \$10,000 |
| Guaranteed Issue Amount: | the greater of a) or b) below: |
| | a) \$150,000, or |
| | b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan |
| Maximum Benefit: | \$300,000 |

| | |
|----------------------|--|
| Age Based Reductions | When you are age 65 or older, your Life Insurance Benefit will reduce to the percentage shown below: |
| | 65% of the Life Insurance Benefit at age 65 |
| | 50% of the Life Insurance Benefit at age 70 |

Benefit reductions will be effective on the first of the month following the Employee's attainment of age as specified in schedule above.

| | |
|--------------------------|---|
| Terminal Illness Benefit | You can elect up to 50% of Life Insurance Benefits in force on the date you are determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$50,000. |
|--------------------------|---|

Spouse Benefits

| | |
|--------------------------|---|
| Amount of Insurance | An amount elected in units of \$5,000 |
| Guaranteed Issue Amount: | the greater of a) or b) below: a) \$25,000, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan |
| Maximum Benefit: | \$150,000 |

Your Spouse's Life Insurance Benefits cannot exceed 50% of your Life Insurance Benefits.

| | |
|--------------------------|--|
| Terminal Illness Benefit | The insured can elect up to 50% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill. |
|--------------------------|--|

Dependent Child Benefits

| | |
|---------------------|---|
| Amount of Insurance | An amount elected in units of \$1,000 |
| Maximum Benefit: | \$10,000 The Maximum Benefit for a Dependent Child who is less than 6 months old is \$500. |

All Dependent Child benefits are Guaranteed Issue.

You must be insured for Voluntary Life Insurance in order to elect dependent child coverage.

Increases in Coverage

If you and your Spouse are currently insured under the Voluntary Life Insurance portion of this Policy, coverage may be increased during an Annual Enrollment Period or within 31 days after a Life Status Change only. See *Annual Enrollment Period and Life Status Change* provision(s).

Annual Enrollment Period

For Employees

During an Annual Enrollment Period, if you are currently insured under the Voluntary Life Insurance portion of this Policy, you may increase your Voluntary Life Insurance Benefit, or if you are eligible for the Voluntary Life Insurance portion of this Policy but have not previously enrolled, you may become insured under the Policy, as long as the total Benefit does not exceed the Maximum Benefit by satisfying the Insurability Requirement. Insurance will be effective on the later of the Policy Anniversary following the Annual Enrollment Period or the date the Insurance Company agrees in writing to insure you.

For Spouses

During an Annual Enrollment Period, if you are an eligible Employee, you may elect coverage for your eligible Spouse. If your Spouse is currently insured under the Voluntary Life Insurance portion of this Policy, his or her Voluntary Life Insurance Benefit may be increased, or if your Spouse is eligible for the Voluntary Life Insurance portion of this Policy but has not previously enrolled, he or she may become insured under the Policy, as long as the total Benefit does not exceed the Maximum Benefit, by satisfying the Insurability Requirement. Insurance will be effective on the later of the Policy Anniversary following the Annual Enrollment Period or the date the Insurance Company agrees in writing to insure him or her.

Insurance Benefits for you, your Spouse and Dependent Children may be reduced at any time. A request for a Benefit reduction received during an Annual Enrollment Period will become effective on the Policy Anniversary following the Annual Enrollment Period. Any other Benefit reduction will be effective on the date the Insurance Company receives the completed change form.

TL-008025-1

Life Status Change

For Employees

Within 31 days after a Life Status Change, if you are currently insured under the Voluntary Life Insurance portion of this Policy, you may increase your Voluntary Life Insurance Benefit, or if you are eligible for the Voluntary Life Insurance portion of this Policy but have not previously enrolled, you may become insured under the Policy, as long as the total Benefit does not exceed the Maximum Benefit by satisfying the Insurability Requirement. Insurance will be effective on the later of the first of the month following the Life Status Change or the date the Insurance Company agrees in writing to insure you.

Insurance Benefits for you may be reduced at any time. The reduced amount will be effective on the date the Insurance Company receives the completed change form.

For Spouses

Within 31 days after a Life Status Change, if your Spouse is currently insured under the Voluntary Life Insurance portion of this Policy, your Spouse may increase his or her Voluntary Life Insurance Benefit, or if your Spouse is eligible for the Voluntary Life Insurance portion of this Policy but has not previously enrolled, he or she may become insured under the Policy, as long as the total Benefit does not exceed the Maximum Benefit by satisfying the Insurability Requirement. Insurance will be effective on the later of the first of the month following the Life Status Change or the date the Insurance Company agrees in writing to insure your Spouse.

Insurance Benefits may be reduced at any time. The reduced amount will be effective on the date the Insurance Company receives the completed change form.

TL-008030-1

Former Employee Benefits

| | |
|--------------------------|---|
| Amount of Insurance | <p>An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits allowable to you, less any amount of conversion insurance issued under the Conversion Privilege for Life Insurance.</p> <p>Any amount elected in excess of the Life Insurance Benefits in effect on the date you no longer qualify as an Employee will be effective on the date the Insurance Company agrees in writing to insure you.</p> |
| Maximum Benefit Period | To Age 70. |
| Terminal Illness Benefit | You can elect up to 50% of Life Insurance Benefits in force on the date you are determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$50,000. |

Spouse of Former Employee Benefits

| | |
|--------------------------|---|
| Amount of Insurance | <p>An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits available to a Spouse.</p> <p>Any amount elected in excess of the Life Insurance Benefits in effect on the date your employment with the Employer ends will be effective on the date we agree in writing to insure him or her.</p> |
| Maximum Benefit Period | To Age 70. |
| Terminal Illness Benefit | The insured can elect up to 50% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill. |

Former Spouse Benefits

| | |
|--------------------------|--|
| Amount of Insurance | <p>An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits available to a Spouse.</p> <p>Any amount elected in excess of the Life Insurance Benefits in effect on the date he or she no longer qualifies as a Spouse will be effective on the date we agree in writing to insure him or her.</p> |
| Maximum Benefit Period | To Age 70 |
| Terminal Illness Benefit | The insured can elect up to 50% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill. |

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 |

TL-004774

WHO IS ELIGIBLE

Classes of Eligible Persons

A person may be insured only once under the Policy as an Employee, Spouse or Dependent Child, even though he or she may be eligible under more than one class.

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 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 higher 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 Voluntary Life Insurance Coverage which cannot be continued under the above provisions may be subject to the Conversion Privilege.

Employee

If you qualify under the Class Definition shown in the Schedule of Benefits, you are eligible to be insured under the Policy on the Policy Effective Date, or the day after you complete the applicable Eligibility Waiting Period, if later.

If you have previously converted your insurance under the Policy, you will not become eligible until your 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 your Life Insurance Benefits based on age or a change in class unless those conditions no longer affect the amount of insurance available to you.

Except as noted in the Reinstatement Provision, if you terminate coverage and later wish to reapply, or if you are a former Employee who is rehired after the time period shown for rehires under the Eligibility Waiting Period, a new Eligibility Waiting Period must be satisfied. You are not required to satisfy a new Eligibility Waiting Period, if insurance ends because you are no longer in a Class of Eligible Employees, but continue to be employed by the Employer, and within one year you become a member of an eligible class.

Spouse

Your Spouse is eligible to be insured on the date you are eligible or the date he or she becomes your Spouse, if later. You must be insured for Voluntary Life Insurance in order to elect spouse coverage.

For eligibility purposes, your Spouse must be a lawful Spouse and not legally separated from, divorced from, or widowed by you. He or she must be under age 70 to be eligible.

Dependent Child

Your Dependent Child is eligible to be insured on the date you are eligible or the date the child becomes a Dependent Child, if later.

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

TL-004710-1

WHEN COVERAGE BEGINS

If you are required to contribute to the cost of this insurance, you may elect insurance for yourself, your Spouse and Dependent Children only by authorizing payroll deduction in a form approved by the Employer and us. The effective date of this insurance depends on the date and amount of insurance elected.

If you elect coverage within 31 days after you become eligible to enroll or increase coverage, the Guaranteed Issue Amount will be effective on the latest of the following dates:

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

If you or your Spouse elect insurance in an amount that exceeds the Guaranteed Issue Amount or if your enrollment form is received more than 31 days after you become eligible to elect coverage, this insurance is effective on the date we agree in writing to provide this coverage. We will require an eligible person to satisfy the Insurability Requirement before we agree to insure him or her.

If coverage for a Dependent Child is in force and another Dependent Child becomes eligible, coverage for that child is effective on the date he or she qualifies as a Dependent Child.

If you are not in Active Service on the date insurance would otherwise go into effect, it will be effective on the date you return to Active Service.

If an eligible Spouse or Dependent Child is:

1. an inpatient in a hospital, hospice, rehabilitation or convalescence center, or custodial care facility; or
 2. confined to his or her home under the care of a Physician
- on the date insurance would otherwise be effective, it will be effective on the date he or she is no longer an inpatient in these facilities or confined at home. If such Spouse or Dependent Child was covered by the Prior Plan immediately prior to the Policy Effective Date, this provision will not apply to the amount of coverage in effect as of the Policy Effective Date, but will apply to any increase in coverage. This does not apply to a Dependent Child who is age 6 months or less.

TL-004712

WHEN COVERAGE ENDS

Coverage will end on the earliest of the following dates:

1. the date you are eligible for coverage under a plan intended to replace this coverage;
2. the date we terminate the Policy;
3. the date you, your Spouse or Dependent Children are no longer in an eligible class;
4. the date coinciding with the end of the last period for which required premiums are paid;
5. the date you are no longer in Active Service;
6. for an Employee, Spouse or Dependent Child, the date the Employer cancels participation under the Policy;
7. for your Spouse, the date he or she reaches age 70; and
8. the date your coverage ends, for any insured Spouse or Dependent Child.

TL-004714-1

WHEN COVERAGE CONTINUES

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

If you are an Employee and your Active Service ends due to an Employer approved unpaid leave of absence, layoff or family medical leave, your insurance will continue if the required premium is paid.

In these circumstances, your insurance may continue as follows.

1. For an Employer approved unpaid leave of absence, up to 3 months.
2. For layoff, up to 3 months.
3. For an Employer approved family medical leave, up to the later of the period of the approved FMLA leave or the leave period required by the laws of the state in which the Employee is employed.

Continuation for Disability for Employees over Age 60

If you become Disabled and are age 60 or over, the Life Insurance Benefits shown in the Schedule of Benefits will be continued, provided premiums are paid, until the earlier of the following dates:

1. The date you are no longer Disabled.
2. The date you are Disabled for 12 consecutive months.
3. The date coinciding with the end of the last period for which premiums are paid.
4. The date the Policy is terminated.

Amount of Insurance

If you die while you are Disabled and coverage is continued under this provision, we will pay a Death Benefit equal to the amount in effect on the date you became Disabled. However, the Life Insurance Benefit will be subject to the provisions of the Policy that reduce the coverage amount because of age, retirement, payment of an Accelerated Benefit or a change in class. Automatic increases in Life Insurance Benefits will end while coverage is continued under this provision. We will pay benefits only if due proof of your continuous Disability is received within one year of the date of the loss.

“Disability”/“Disabled” means because of Injury or Sickness you are unable to perform all the material duties of your Regular Occupation; or are receiving disability benefits under the Employer’s plan.

“Regular Occupation” means the occupation you routinely perform at the time the Disability begins. We will consider the duties of the occupation as it is normally performed in the general labor market in the national economy.

Extended Death Benefit with Waiver of Premium

Extended Death Benefit

If you become Disabled and are less than age 60, the Life Insurance Benefits shown in the Schedule of Benefits will be extended without premium payment until the earlier of the following dates:

1. The date you are no longer Disabled; or
2. 12 months after the end of your Active Service.

Amount of Insurance

If you die while you are Disabled and coverage is extended under this provision, we will pay a Death Benefit equal to the amount in effect on the date you became Disabled. However, the Life Insurance Benefit will be subject to the provisions of the Policy that reduce the coverage amount because of age, retirement, payment of an Accelerated Benefit or a change in class. Automatic increases in Life Insurance Benefits will end while premiums are waived. We will pay benefits only if due proof of your continuous Disability is received within one year of the date of the loss.

“Disability”/“Disabled” means because of Injury or Sickness you are unable to perform the material duties of your Regular Occupation; or are receiving disability benefits under the Employer’s plan.

“Regular Occupation” means the occupation you routinely perform at the time the Disability begins. We will consider the duties of the occupation as it is normally performed in the general labor market in the national economy.

Waiver of Premium

If you submit satisfactory proof that you have been continuously Disabled for 9 months, coverage will be extended up to age 65.

Such proof must be submitted to us no later than 3 months after the date the Waiver Waiting Period ends. Premiums will be waived from the date we agree in writing to waive premiums for you.

After premiums have been waived for 12 months, they will be waived for future periods of 12 months, if you remain Disabled and submit satisfactory proof that Disability continues. Satisfactory proof must be submitted to us 3 months before the end of the 12-month period.

Amount of Insurance

If you die while you are Disabled and coverage is continued under this provision, we will pay a Death Benefit equal to the amount in effect on the date you became Disabled. However, the Life Insurance Benefit will be subject to the provisions of the Policy that reduce the coverage amount because of age, retirement, payment of an Accelerated Benefit or a change in class. Automatic increases in Life Insurance Benefits will end while premiums are waived. We will pay benefits only if due proof of your continuous Disability is received within one year of the date of the loss.

Termination of Waiver

Your insurance will end on the earliest of the following dates.

1. The date you are no longer Disabled;
2. The date you refuse to submit to any physical examination required by us;
3. The date you refuse to participate in a Rehabilitation Plan for which the Insurance Company determines you to be eligible;
4. The last day of the 12-month period of Disability during which you fail to submit satisfactory proof of continued Disability;
5. To Age 65.

“Disability/Disabled” means because of Injury or Sickness you are unable to perform the material duties of your Regular Occupation, or are receiving disability benefits under the Employer's plan, during the initial 9 months of Disability. Thereafter, you must be unable to perform all of the material duties of any occupation which you may reasonably become qualified based on education, training or experience, or are subject to the terms of a Rehabilitation Plan approved by the Insurance Company.

“Regular Occupation” means the occupation the Employee routinely performs at the time the Disability begins. The Insurance Company will consider the duties of the occupation as it is normally performed in the general labor market in the national economy.

Rehabilitation During a Period of Disability

If the Insurance Company determines that you are a suitable candidate for rehabilitation, the Insurance Company may require you to participate in an assessment and Rehabilitation Plan, not to exceed 18 months, at our expense. The Insurance Company has the sole discretion to approve your participation in a Rehabilitation Plan and to approve a program as a Rehabilitation Plan. If you fail to fully cooperate in all required phases of the Rehabilitation Plan and assessment without Good Cause, your insurance under the Policy will end.

“Good Cause” means a medical reason preventing participation, in whole or in part, in the Rehabilitation Plan. Satisfactory proof of Good Cause must be provided to the Insurance Company.

“Rehabilitation Plan” means a written plan designed to enable the Employee to return to work. The Rehabilitation Plan will consist of one or more of the following phases:

1. Rehabilitation, under which the Insurance Company may provide, arrange or authorize educational, vocational or physical rehabilitation or other appropriate services;
2. Work, which may include modified work and work on a Part-time basis.

“Part-time” means regularly working less than the number of full time hours set by the Employer as a regular work day for Employees in an Eligible Class of Employees in the Policy.

TL-009745 as modified by TL-009745-1

Portability Options

For Employees

If your employment ends prior to age 70, you may continue Life Insurance Benefits. Benefits will continue in an amount elected, subject to the Maximum Benefit allowable for Life Insurance Benefits in effect on the date you no longer qualify as an Employee. Any amount elected in excess of the Life Insurance Benefits in effect on the date you no longer qualify as an Employee will be effective on the date we agree in writing to insure you. To continue coverage, you must submit an application to us and pay the required premium. If you continue coverage, you may also continue coverage for your Spouse or Dependent Child in the amount in force on the date coverage would otherwise end. If you do not elect to continue insurance within 31 days after your employment ends, you may not elect this coverage at a later date.

If you continue coverage in this manner you will become a Former Employee. A Spouse whose coverage is continued will become a Spouse of a Former Employee. Coverage will be effective on the first of the month following the date your coverage as an Employee ends, provided we receive your completed application and the required premium is paid.

If, as a Former Employee, you later acquire a Spouse or Dependent Child, you may elect coverage for them by submitting an application to us and paying the required premium. Coverage for your Spouse or Dependent Child will be effective on the date we agree in writing to insure them, if it is not in effect on the date your coverage as an Employee ends. We may require your Spouse or Dependent Child to satisfy the Insurability Requirement before we agree to insure him or her.

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

1. The date we cancel coverage for all members of your class.
2. The day after the end of the period for which required premiums are paid.
3. The date the Insured is age 70.

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

If a Spouse 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. Benefits will continue in an amount elected, subject to the Maximum Benefit allowable for Life Insurance Benefits. Any amount elected in excess of the Life Insurance Benefits in effect on the date he or she no longer qualifies as a Spouse will be effective on the date we agree in writing to insure him or her. To continue coverage, the Spouse must submit an application to us and pay the required premium.

If a Spouse continues coverage, he or she may also continue coverage for a Dependent Child covered under the Policy on the date coverage would otherwise end. If a Spouse does not elect to continue insurance within 31 days after coverage ends, he or she may not elect this coverage at a later date.

A Spouse who continues coverage in this manner will become a Former Spouse 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 ends, provided we receive 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 we cancel 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 the Insured is age 70.

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 by electing an amount of insurance in units of \$25,000 up to a maximum benefit of \$50,000. To continue coverage, the Dependent Child must submit an application to us and pay the required premium.

If a Dependent Child does not elect to continue insurance within 31 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 will be effective on the following dates.

1. For any Guaranteed Issue Amount, the first of the month following the date the Dependent Child's coverage ends, provided we receive the completed application and required premium.
2. For any amount of insurance that exceeds the Guaranteed Issue Amount, the date we agree in writing to insure him or her. We will require the Former Dependent Child to satisfy the Insurability Requirement before we agree to insure him or her.

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

1. The date we cancel 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 the Insured is age 70.

TL-004716

WHAT IS COVERED

LIFE INSURANCE BENEFITS

Death Benefit

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

TL-004730

Accelerated Benefits

Any benefits payable under this and under any similar Accelerated Benefits provision accelerated under a Prior Plan will reduce the Death Benefit payable for Life Insurance. We will deduct from any Death Benefit payable under this Policy, the amount of any similar accelerated benefit paid under a Prior Plan.

Any automatic increases in Life Insurance Benefits will end when benefits are payable under this provision, unless the Insured is determined by the Insurance Company not to be eligible for Accelerated Benefits.

Terminal Illness Benefit

We will pay a Terminal Illness Benefit to an Insured who has incurred a Terminal Illness while insured under this provision.

The Terminal Illness Benefit is shown on the Schedule of Benefits.

A claim for a similar terminal illness benefit under a Prior Plan or group policy intended to replace this Policy shall be deemed payable until such time as it is finally determined not to be payable.

Determination of Terminal Illness

For the purpose of determining the existence of a Terminal Illness, we will require the Insured submit the following proof:

1. A written diagnosis and prognosis by a licensed Physician; and
2. Supportive evidence satisfactory to us, including but not limited to, radiological, histological or laboratory reports documenting the Terminal Illness.

We may require, at our expense, an examination of the Insured and a review of the documented evidence by a Physician of our choice.

Such proofs must be submitted to us within the period of time provided in the *Proof of Loss* section of the Policy. For purposes of this Benefit, the date of loss shall be the date of first prognosis of Terminal Illness.

"Terminal Illness" means that, due to an Injury or Sickness, the Insured has a prognosis of 12 months or less to live without reasonable prospect of recovery, as determined by us.

Payment of Terminal Illness Benefit

The Terminal Illness Benefit will be payable in accordance with the provisions of the *To Whom Payable* section of the Policy.

The Terminal Illness Benefit is payable only once under the Policy in an Insured's lifetime.

Conditions Applicable to Coverage

Unless the Insured qualifies for waiver of premium, premium payments must continue to be paid on the full amount of group life insurance, including during any Continuation of Insurance under the Policy, in accordance with the *Premium* section in the *Administrative Provisions*.

The amount of Life Insurance which may be converted under the *Conversion Privilege* cannot exceed the amount of the reduced death benefit payable under the Policy.

Before a Terminal Illness Benefit is paid in a Community Property state, we may require the written consent of the Insured's Spouse.

Exclusions Applicable to Terminal Illness Benefit

A Terminal Illness Benefit will not be payable:

1. when the Insured has irrevocably assigned group life insurance under this Policy;
2. when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a qualified domestic relations order;
3. for any intentionally self-inflicted Injury or Sickness, or suicide attempt;
4. if the Insured's coverage ends under the *When Coverage Ends* provision prior to the prognosis of Terminal Illness;
5. if the required premium is due and unpaid;
6. if this Policy terminates prior to the prognosis of Terminal Illness;
7. if you or the Insured is only provided coverage under the Takeover provision of the Policy (Employees Not in Active Service on the Policy Effective Date); or
8. if the date of first prognosis of Terminal Illness occurs more than 12 months before the submission of the Terminal Illness claim.

TL-004748a

Conversion Privilege for Life Insurance

Each Insured may convert all or any portion of his or her Life Insurance that would end under the Policy due to:

1. termination of employment;
2. termination of membership in an eligible class under the Policy;
3. termination of the Policy.

The Insured may apply for any type of life insurance we offer to persons of the same age in the amount applied for, except you may not:

1. choose term insurance;
2. apply for an amount of insurance greater than the coverage amount terminating under the Policy (also, the conversion policy will not provide accident, disability or other benefits); or
3. apply for more than \$10,000 of insurance if the Policy is terminated or amended to terminate the insurance for any class of Insureds, or the Employer cancels participation under the Policy. Conversion in these cases is only permitted if you have been covered by the Policy or, any group life insurance policy issued to the Employer which the Policy replaced, for at least 3 years.

If the Insured becomes eligible for coverage under any group life policy within 31 days of termination of coverage under this Policy, the Insured may not convert an amount of insurance greater than the amount of coverage terminating under the Policy less the amount for which he or she may be covered under the other policy.

To apply for conversion insurance, the Insured must, within 31 days after coverage under the Policy ends:

1. submit an application to us; and
2. 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.

If the Insured has assigned ownership of his group coverage, the owner/assignee must apply for the individual policy.

Conversion insurance will become effective on the 31st day after the date coverage under the Policy ends provided the application is received by us and the required premium has been paid.

If the Insured dies during the 31-day conversion period, the Life Insurance benefits 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 further benefits for that type and amount of insurance from this Policy.

Extension of Conversion Period

If an Insured is eligible for conversion insurance and is not notified of this right at least 15 days prior to the end of the 31-day conversion period, the conversion period will be extended. The Insured will have 15 days from the date notice is given to apply for conversion insurance. In no event will the conversion period be extended beyond 90 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 31 days after his or her coverage under the Policy terminates, Life Insurance benefits:

1. will not be paid under the Policy; and
2. will be payable under the conversion insurance; provided:
 - a. the Insured's application for conversion insurance has been received by us; and
 - b. the required premium has been paid.

Prior Conversion Limitation

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

TL-009740

LIFE INSURANCE EXCLUSIONS

If an Insured commits suicide, while sane or insane, within 2 years from the date the Insured's insurance under the Policy becomes effective, 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 your certificate, no refund of premiums will be paid.

TL-004752

CLAIM PROVISIONS

Notice of Claim

Written notice of claim, or notice by any other electronic/telephonic means authorized by us, must be given to us 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 us, 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 us, 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 us, was given as soon as reasonably possible.

Claim Forms

When we receive notice of claim, we will send claim forms for filing proof of loss. If we do not send claim forms within 15 days after notice is received by us, 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 us, of the nature and extent of the loss.

Claimant Cooperation Provision

If you fail to cooperate with us in our administration of your claim, we may terminate 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 us in the review of claims and applications for coverage. Any information we provide to the Employer 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

You must provide written proof of loss to us, or proof by any other electronic/telephonic means authorized by us, 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 us, 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 us, must be given not more than one year after the 90 day period. If written proof of loss, or proof by any other electronic/telephonic means authorized by us, is provided outside of these time limits, the claim will be denied. These time limits will not apply due to lack of legal capacity.

Written proof, or any other electronic/telephonic means authorized by us, 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, we 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 installment payments 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.

Manner of Payment of Claims

The Policyholder authorizes that any benefit payment due as a lump sum of \$5,000 or more shall be credited to a draft account with the Insurance Company, in the name of the beneficiary. The beneficiary may withdraw the entire proceeds at any time by issuing one or more drafts, or may withdraw lesser amounts, subject to a minimum account balance set by the Insurance Company from time to time. Interest shall be credited to such account at rates as determined from time to time by the Insurance Company.

To Whom Payable

Death Benefits will be paid to the Insured's named beneficiary, if any, on file at the time of payment or to the certificate owner if alive. 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. We may reduce the amount payable by any indebtedness due.

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 will, at our option, be paid either to the Insured's beneficiary or to the executor or administrator of the Insured's estate.

If there is no beneficiary living on the date of the Insured's death, we may pay up to \$500 to any person whom it believes is equitably entitled by reason of having incurred funeral and other expenses incident to the last illness or death of the Insured. This good faith payment satisfies our legal duty to the extent of that payment.

Change of Beneficiary

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

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

Physical Examination and Autopsy

We may, at our expense, exercise the right to examine any person for whom a claim is pending as often as we may reasonably require. Also, we may, at our 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 us, 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 you live 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

You have the right to choose any Physician who is practicing legally. We will in no way disturb the Physician/patient relationship.

TL-004724 VT

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 an Insured's coverage amount is reduced due to acceleration of a Death Benefit, premium will be based on the amount of coverage in force on the day before the reduction took place. 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.

Your Grace Period

If your 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.

Draft Accounts

The Insurance Company shall be entitled to retain, as part of its compensation, any earnings on draft accounts created in connection with benefit claims, in excess of interest credited under the terms of the policy.

Reinstatement of Insurance

Your coverage may be reinstated without satisfying the Insurability Requirement, if your insurance ends because you are on an unpaid leave of absence and you apply for Reinstatement within 31 days of your return to Active Service.

After your insurance ends, 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. You are eligible under the Policy.
3. You send us a written request for reinstatement and a new enrollment form.
4. The required premium is paid.
5. The Insurability Requirement, if applicable, is satisfied.

TL-004722

GENERAL PROVISIONS

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 written instrument containing the statement has been signed by the Insured and 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, no such statement will cause insurance to be contested.

Misstatement of Age

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

Workers' Compensation Insurance

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

Assignment of Benefits

We will not be affected by the assignment of your certificate until the original assignment or a certified copy of the assignment is filed with us. We 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.

Ownership of Records

All records maintained by the Insurance Company are, and shall remain, the property of the Insurance Company.

TL-004728 VT

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

The term Accident means an unforeseeable event that causes you bodily Injury and occurs while your coverage is in force under the Policy.

Active Service

If you are an Employee, you are 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. You are actively at work. This means you are performing your regular occupation for the Employer on a Full-time basis, either at one of the Employer's usual places of business or at some location to which the Employer's business requires you to travel.
2. The day is a scheduled holiday, vacation day or period of Employer approved paid leave of absence, other than disability or sick leave after 7 days.

You are considered in Active Service on a day which is not one of the Employer's scheduled work days only if you were in Active Service on the preceding scheduled work day.

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, primarily supported by you and incapable of self-sustaining employment by reason of mental or physical incapacity.

The term "child" means:

- a. your natural child;
- b. your legally adopted child, beginning with any waiting period pending finalization of the child's adoption. It also means the legally adopted child of your Spouse provided the child is living with, and is financially dependent upon you;
- c. a stepchild born to your Spouse and who is living with and financially dependent upon you;
- d. a child for whom you are the court-appointed legal guardian and who resides with, and is financially dependent upon you.

Employee

For eligibility purposes, you are an Employee if you work for the Employer and are in one of the "Classes of Eligible Employees." Otherwise, you are an Employee if you are an employee of the Employer who is insured under the Policy.

Employer

The Policyholder and any affiliates or subsidiaries covered under the Policy. The Employer is acting as your agent for transactions relating to this insurance. You shall not consider any actions of the Employer as actions of the Insurance Company.

Full-time

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

Injury

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

Insurability Requirement

An eligible person satisfies the Insurability Requirement for an amount of coverage on the day we agree in writing to accept you as insured for that amount. To determine a person's acceptability for coverage, we will require you to provide evidence of good health and may require it be provided at your expense.

Insurance Company

The Insurance Company underwriting the Policy is named on your certificate cover page. References to the Insurance Company have been changed to "we", "our", "ours", and "us" throughout the certificate.

Insured

You are an Insured if you are eligible for insurance under the Policy, insurance is elected for you, the required premium is paid and your 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 you to make changes in benefit selections at a time other than an Annual Enrollment Period.

If the Employer does not sponsor a Flexible Benefits Plan or if it is no longer in effect, the following events are Life Status Changes.

1. Marriage
2. Divorce, annulment or legal separation
3. Birth or adoption of a child
4. Death of your spouse
5. Termination of your spouse's employment
6. A change in the benefit plan available to your spouse
7. A change in employment status for you or your spouse that affects your eligibility for benefits

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 you, your spouse, the immediate family (including parents, children, siblings, or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of you or your spouse, or a person living in your household.

Policy Anniversary

A Policy Anniversary is the date stated on the policy cover and the same date that follows every 12 months for as long the Policy is in effect.

Policy Effective Date

The Policy Effective Date is the date stated on the policy cover.

Policyholder

A Policyholder is an Employer who has applied for coverage under the policy for his eligible Employees and their Dependents.

Prior Plan

The Prior Plan refers to the plan of insurance providing similar benefits to you, sponsored by the Employer and in effect directly prior to the Policy Effective Date. A Prior Plan will include the plan of an employer in effect on the day prior to that employer's addition to this policy.

To be covered under the Policy, required premium must be paid for all covered Employees.

Sickness

The term Sickness means a physical or mental illness.

Spouse

Your current lawful spouse under age 70.

TL-004708-1.VT

VERMONT MANDATORY CIVIL UNION ENDORSEMENT

PURPOSE:

Vermont law requires that health insurers offer coverage to parties to a civil union that is equivalent to coverage provided to married persons. This endorsement is part of and amends this policy, contract or certificate to comply with Vermont law.

DEFINITIONS, TERMS, CONDITIONS AND PROVISIONS:

The definitions, terms, conditions and any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage," "spouse," "husband," "wife," "dependent," "next of kin," "relative," "beneficiary," "survivor," "immediate family" and any other such terms include the relationship created by a civil union established according to Vermont law.

Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage," "divorce decree," "termination of marriage" and any other such terms include the inception or dissolution of a civil union established according to Vermont law.

Terms that mean or refer to family relationships arising from a marriage, such as "family," "immediate family," "dependent," "children," "next of kin," "relative," "beneficiary," "survivor" and any other such terms include family relationships created by a civil union established according to Vermont law.

"Dependent" means a spouse, a party to a civil union established according to Vermont law, and a child or children (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

"Child or covered child" means a child (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE

Vermont law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA," controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under "COBRA" for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under this policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under this contract.

TL-007152.46

STATE MODIFYING PROVISIONS AMENDMENT RIDER

Policyholder: Town of Brattleboro
Policy No. SGM-610583
Amendment Effective Date: January 1, 2020

This amendment is attached to and made part of the Policy/Certificate specified above. Its provisions are intended to conform this Policy/Certificate to the laws of the state in which the insured resides.

The Policy delivered under the Group Policy are amended as follows:

APPLICABLE TO CALIFORNIA RESIDENTS:

1. Conversion Privilege for Life Insurance

Insured Employees and Insured Spouses may convert to an individual policy of life insurance for an amount not greater than the Conversion Amount shown below when the Policy ends, without regard to any requirement that the person be insured under the policy for a specified period of time, if all of the following apply.

- a. The Insured became Totally Disabled while covered for the Life Benefit of the Policy. Totally Disabled means the person is unable to perform all the material duties of any occupation for which he or she may reasonably be qualified based on training, education and experience.
- b. The Insured remained Totally Disabled until the Policy ended while covered for the Life Benefit of this Policy.
- c. The Policy does not provide a Waiver of Premium, Extended Death Benefit Provision or monthly payments to Totally Disabled Insureds for the Life Benefit.
- d. The person meets all other conditions for converting the insurance.

Conversion Amount - Insured's life insurance amount under the Policy on the date the Policy ends minus the amount for which the Insured is insured under a group policy that provides life coverage to employees of the Insured Employee's Employer covered under this Policy. The dollar limit that applies to the amount for conversion at Policy termination does not apply.

The requirement that the Insured be covered under the Policy for the stated number of years in order to convert life insurance does not apply.

APPLICABLE TO FLORIDA RESIDENTS:

The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.

APPLICABLE TO MARYLAND RESIDENTS:

The Group Insurance Policy was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

APPLICABLE TO MINNESOTA RESIDENTS:

The following “Continuation of Life Insurance” provision is applicable to Minnesota residents if the Employer has a minimum of 25 Employees who reside in Minnesota, or the Minnesota Employees represent at least 25% of all covered Employees under the Policy, and the Policy does not offer Portability.

Continuation Of Life Insurance – This provision shall not apply to the extent that the Policy provides for the right of Employees to continue insurance on a direct billed basis following termination of employment (Portability).

This provision shall apply with respect to Employees whose coverage under the Policy is terminated due to: (i) voluntary or involuntary termination or layoff from employment, for any reason other than gross misconduct; or (ii) reduction in hours such that the Employee is not eligible for insurance under the Policy. This provision shall only apply to Employees who, on such date, are Minnesota residents.

This provision shall also apply with respect to Employees whose coverage under the Policy’s Takeover Provision ends, for any reason other than the Employee meeting the Policy’s Active Service requirement.

For those *Employees subject to* this provision, life insurance coverage may be continued under the Policy for 18 months or until the date that the Employee becomes covered under another group policy, whichever is shorter. Coverage provided under this provision will also end if the Policy is terminated.

The premium required for continued coverage shall be the premium under the Policy applicable to the Employee’s class and amount of coverage. The Employer may charge an additional amount, not to exceed 2% of such premium, for collecting premium contributions from former Employees. The Employer shall notify the Employee of the right to continue and the required premium contribution. The Employee may elect to continue within 60 days of termination by paying the required premium, and may continue coverage in force by paying the required premium, without demand, on a monthly basis, as of the first of each month, to the Employer. Coverage will end at the end of any month in which the Employee has failed to pay premium to the Employer.

If continued coverage remains in force at the end of the 18 month period, or on termination of the Policy, the Employee may choose any conversion right then available under the Policy.

In the event the Employee dies during the 60 day right to elect period without having become insured under another group policy, or dies while continued coverage is in force, the death benefit will be paid to the beneficiary chosen by the Employee under the terms of the Policy.

Continued coverage will include eligible dependents who were covered on the Employee’s date of termination, provided the dependent remains eligible as a dependent of the Employee. In the event that the dependent ceases to be eligible, the dependent may choose any conversion right then available under the Policy.

APPLICABLE TO MISSOURI RESIDENTS:

Applicable to Voluntary Life Insurance Benefits

If an Insured commits suicide, while sane or insane, within 1 year 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.

Except for any amount of benefits in excess of the Prior Plan's benefits, this exclusion will not apply to any person covered under the Prior Plan for more than one year. If a person was not insured for one year under the Prior Plan, credit will be given for the time he or she was insured.

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.

APPLICABLE TO NORTH DAKOTA RESIDENTS:

The Suicide exclusion, if any, is limited to one year from the effective date of insurance. The suicide exclusion with respect to any increase in death benefits which results from an application of the insured subsequent to the effective date, if any, is limited to one year from the effective date of the increase.

APPLICABLE TO OREGON RESIDENTS:

NOTICE: MUST PROVIDE DOMESTIC PARTNER COVERAGE FOR OREGON RESIDENTS

APPLICABLE TO WASHINGTON RESIDENTS:

1. The following *Continuation of Insurance* provision is added to the Policy:

Continuation of Life Coverage During Labor Disputes

If an Employee's Active Service ends because of a Labor Dispute and his or her premium for Life Insurance Benefits under the Policy is paid either by the Employer, in whole or in part, or by the Employee through payroll deductions, then the Employee may continue his or her Life Insurance Benefits. The Employer will send written notice of the right to continue coverage to each insured Employee at his or her most recent address as on file with the Employer.

To continue coverage, the Employee must pay premiums directly to the Employer, who will remit the premiums to the Insurance Company. Premiums must be paid by the date they are due, subject to the 31 day grace period. Policy coverages and premiums will stay the same during a Labor Dispute; however, the Insurance Company may make normal changes in premium rates when the Policy is renewed, under the terms set forth in the Policy.

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

- a. The date the Labor Dispute has ended.
- b. The date coverage has been continued for 6 months.

If the Labor Dispute continues beyond 6 months, the Employee may apply for an individual insurance policy, as set forth in detail under "Conversion Privilege for Life Insurance."

"Labor Dispute," as used here, means a strike, lockout, or other labor dispute between the Employer and its Employees, during which time the Employee is not paid by the Employer.

2. If the Policy provides coverage to dependents, benefits for a Spouse or Dependent Child are limited to 100% of the insured Employee's coverage amount. Stand-alone Spouse and Dependent Child coverage (when Employee is not insured) is not permitted.
3. The *Suicide* Exclusion, if any, does not apply.
4. To the extent the policy includes *Accelerated Benefits*, the following resolution of disputes requirements are added to the Policy.

- For Terminal Illness – *Determination of Terminal Illness*

In the event the Physician representing the Insurance Company disputes the existence of a Terminal Illness, and the dispute cannot be resolved, the Insured has the right to mediation and binding arbitration in accordance with Washington Administrative Code 284-23-730.

5. The *Incontestability Provision* is replaced as follows:

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.

6. If the term "*Accident*" is defined in the Policy, it is replaced by the following:

Accident

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

Signed for the
Life Insurance Company of North America



William J. Smith, President

**UNDERWRITTEN BY:
LIFE INSURANCE COMPANY OF NORTH AMERICA
a Cigna company**

Class 1
12/2019

