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PRES
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11/01/2002

GROUP POLICY FOR:

PRESCOTT COLLEGE

ALL MEMBERS
Group Member Life Insurance

Print Date: 12/10/2002

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PRINCIPAL LIFE INSURANCE COMPANY
(called The Principal in this Group Policy)
Des Moines, IA 50392-0001

This group insurance policy is issued to:

PRESCOTT COLLEGE

(called the Policyholder in this Group Policy)

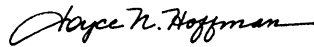
The Date of Issue is November 1, 2002.

In return for the Policyholder's application and payment of all premiums when due, The Principal agrees to provide:

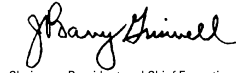
MEMBER LIFE INSURANCE

MEMBER ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

subject to the terms and conditions described in this Group Policy.



Senior Vice President and Corporate Secretary



Chairman, President and Chief Executive Officer

GROUP POLICY NO. GL P92314
RENEWABLE TERM - NON-PARTICIPATING
CONTRACT STATE OF ISSUE: ARIZONA

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PART I - DEFINITIONS

When used in this Group Policy the terms listed below will mean:

Active Work; Actively at Work

The active performance of all of a Member's normal job duties at the Policyholder's usual place or places of business.

Date of Issue

The date this Group Policy is placed in force: November 1, 2002.

Full-Time Employee

Any person who is regularly scheduled to work for the Policyholder for at least 32 hours a week. Work must be at the Policyholder's usual place or places of business or at another place to which an employee must travel to perform his or her regular duties.

Group Policy

The policy of group insurance issued to the Policyholder by The Principal which describes benefits and provisions for Members.

Insurance Month

Calendar month.

Member

Any PERSON who is a Full-time Employee of the Policyholder.

Physician

A licensed Doctor of Medicine (M.D.) or Osteopathy (D.O.).

Policy Anniversary

November 1, 2003 and the same day of each following year.

Policyholder

The entity to whom this Group Policy is issued (see Title Page).

Prior Plan

The group life insurance coverage of the Policyholder for which this Group Policy is a replacement.

Proof of Good Health

Written evidence that a person is insurable under the underwriting standards of The Principal. This proof must be provided in a form satisfactory to The Principal.

Total Disability; Totally Disabled

A Member's inability, as determined by The Principal, due to sickness or injury, to perform the majority of the material duties of any occupation for which he or she is or may reasonably become qualified based on education, training or experience.

PART II - POLICY ADMINISTRATION

Section A - Contract

Article 1 - Entire Contract

This Group Policy, the current Certificate, the attached Policyholder application and any Member application make up the entire contract. The Principal is obligated only as provided in this Group Policy and is not bound by any trust or plan to which it is not a signatory party.

Article 2 - Policy Changes

Insurance under this Group Policy runs annually to the Policy Anniversary, unless sooner terminated. No agent, employee, or person other than an officer of The Principal has authority to change this Group Policy, and, to be effective, all such changes must be in writing and signed by an officer of The Principal.

The Principal reserves the right to change this Group Policy as follows:

- a. Any or all provisions of this Group Policy may be amended or changed at any time, including retroactive changes, to the extent necessary to meet the requirements of any law or any regulation issued by any governmental agency to which this Group Policy is subject.
- b. Any or all provisions of this Group Policy may be amended or changed at any time when The Principal determines that such amendment is required for consistent application of policy provisions.
- c. By written agreement between The Principal and the Policyholder, this Group Policy may be amended or changed at any time as to any of its provisions.

Any change to this Group Policy, including, but not limited to, those in regard to coverage, benefits, and participation privileges, may be made without the consent of any Member.

Payment of premium beyond the effective date of the change constitutes the Policyholder's consent to the change.

Article 3 - Policyholder Eligibility Requirements

To be an eligible group and to remain an eligible group, the Policyholder must:

PART II - POLICY ADMINISTRATION

- a. Be actively engaged in business for profit within the meaning of the Internal Revenue code, or be established as a legitimate nonprofit corporation within the meaning of the Internal Revenue code; and
- b. Make at least the level of premium contributions required for insurance on its eligible Members. The Policyholder must:
 - (1) contribute at least 50% of the required premium for all Members (including disabled Members, if any).
- c. If the Member is to contribute part of the premium, maintain the following participation percentages with respect to eligible employees, excluding those for whom Proof of Good Health is not satisfactory to The Principal:
 - (1) Employees:
 - at least 75% of all eligible employees must enroll.
- d. If the Member is to contribute no part of the premium, 100% of eligible employees must enroll.

Article 4 - Policy Incontestability

In the absence of fraud, after this Group Policy has been in force two years, The Principal may not contest its validity except for nonpayment of premium.

Article 5 - Individual Incontestability

All statements made by any individual insured under this Group Policy will be representations and not warranties. In the absence of fraud, these statements may not be used to contest an insured person's insurance unless:

- a. the insured person's insurance has been in force for less than two years during the insured's lifetime; and
- b. the statement is in written form signed by the insured person; and
- c. a copy of the form which contains the statement is given to the insured or the insured's beneficiary at the time insurance is contested.

However, these provisions will not preclude the assertion at any time of defenses based upon the person's ineligibility for insurance under this Group Policy or upon the provisions of this Group Policy.

PART II - POLICY ADMINISTRATION

In addition, if an individual's age is misstated, The Principal may at any time adjust premium and benefits to reflect the correct age.

Article 6 - Information to be Furnished

The Policyholder must, upon request, give The Principal all information needed to administer this Group Policy. If a clerical error is found in this information, The Principal may at any time adjust premium to reflect the facts. An error will not invalidate insurance that would otherwise be in force. Neither will an error continue insurance that would otherwise be terminated.

The Principal may inspect, at any reasonable time, all Policyholder records which relate to this Group Policy.

Article 7 - Certificates

The Principal will give the Policyholder Certificates for delivery to insured Members. The Certificates will be evidence of insurance and will describe the basic features of the coverage. They will not be considered a part of this Group Policy.

Article 8 - Assignments

No assignments of Member Life Insurance will be allowed under this Group Policy.

Article 9 - Policy Interpretation

The Principal has complete discretion to construe or interpret the provisions of this group insurance policy, to determine eligibility for benefits, and to determine the type and extent of benefits, if any, to be provided. The decisions of The Principal in such matters shall be controlling, binding, and final as between The Principal and persons covered by the Group Policy, subject to the Claims Procedures in Part IV, Section D.

PART II - POLICY ADMINISTRATION

Section B - Premiums

Article 1 - Payment Responsibility; Due Dates; Grace Period

The Policyholder is responsible for payment of all premiums due while this Group Policy is in force. Payments must be sent to The Principal's home office in Des Moines, Iowa.

The first premium is due on the Date of Issue of this Group Policy. Each premium thereafter will be due monthly. Except for the first premium, a Grace Period of 31 days will be allowed for payment of premium. "Grace Period" means the first 31-day period following a premium due date. The Group Policy will remain in force until the end of the Grace Period, unless the Group Policy has been terminated by notice as described in this PART II, Section C. The Policyholder will be liable for payment of the premium for the time this Group Policy remains in force during the Grace Period.

Article 2 - Premium Rates

The premium rate for each Member insured for Life Insurance will be:

- a. Member Life Insurance
\$0.16 for each \$1,000 of insurance in force.
- b. Member Accidental Death and Dismemberment Insurance
\$0.025 for each \$1,000 of Member Life Insurance in force.

Article 3 - Premium Rate Changes

The Principal may change a premium rate:

- a. on any premium due date, if the initial rate has then been in force 24 months or more and if written notice is given to the Policyholder at least 60 days before the date of change; and
- b. on any date the definition of Member is changed; and
- c. on any date the Policyholder's business, as specified on the Policyholder application, is changed; and
- d. on any date that a schedule of insurance or class of insured Members is changed; and
- e. with respect to Member Life Insurance, on any Policy Anniversary, if the average age, average Scheduled Benefit amount, or the male/female distribution for then insured Members has changed since the last Policy Anniversary; and
- f. on any Policy Anniversary, if the volume of insurance for then insured Members has increased or decreased by more than 25% since the last Policy Anniversary.

PART II - POLICY ADMINISTRATION

Article 4 - Premium Amount

The amount of premium to be paid on each due date will be determined in these ways:

- a. **Member Life Insurance**
The total volume of insurance in force will be divided by 1,000. The result will then be multiplied by the premium rate then in effect.
- b. **Member Accidental Death and Dismemberment Insurance**
The total volume of insurance in force will be divided by 1,000. The result will then be multiplied by the premium rate then in effect.

If a Member is added or a present Member's insurance is increased or terminated on other than the first of an Insurance Month, premium for that Member will be adjusted and applied as if the change were to take place on the first of the next following Insurance Month.

Article 5 - Contributions from Members

Members are not required to contribute a part of the premium for their Basic insurance under this Group Policy.

Section C - Policy Termination

Article 1 - Failure to Pay Premium

This Group Policy will terminate at the end of a Grace Period if total premium due has not been received by The Principal before the end of the Grace Period. Failure by the Policyholder to pay the premium within the Grace Period will be deemed notice by the Policyholder to The Principal to discontinue this Group Policy at the end of the Grace Period.

Article 2 - Termination for Cause

The Principal may terminate this Group Policy for cause by giving the Policyholder 60 days advance notice in writing, with "cause" defined to be:

- a. the Policyholder ceases to be an eligible group as described in this PART II, Section A;
or
- b. the Policyholder has made a material misrepresentation to or committed an act of fraud against The Principal.

Article 3- Termination without Regard to Cause

The Policyholder may terminate coverage under this Group Policy effective on the day before any premium due date by giving written notice to The Principal prior to that premium due date. The Policyholder's issuance of a stop-payment order for any amounts used to pay premiums for the Policyholder's insurance will be considered written notice from the Policyholder.

The Principal may terminate this Group Policy without regard to cause by giving the Policyholder 60 days advance notice in writing.

The Principal may terminate the Policyholder's coverage on any premium due date if the Policyholder relocates to a state where this Group Policy is not marketed, by giving the Policyholder 60 days advance notice in writing.

Article 4 - Policyholder Responsibility to Members

If this Group Policy terminates for any reason, the Policyholder must:

- a. notify each Member of the effective date of the termination; and
- b. refund or otherwise account to each Member all contributions received or withheld from

PART II - POLICY ADMINISTRATION

Members for premiums not actually paid to The Principal.

PART II - POLICY ADMINISTRATION

Section D - Policy Renewal

Article 1 - Renewal

Insurance under this Group Policy runs annually to the Policy Anniversary, unless sooner terminated.

While this Group Policy is in force, and subject to the provisions in this PART II, Section C, the Policyholder may renew at the applicable premium rates in effect on the Policy Anniversary.

PART II - POLICY ADMINISTRATION

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

Section A - Eligibility

Article 1 - Member Life Insurance

A person will be eligible for Member Life Insurance on the latest of:

- a. the Date of Issue of this Group Policy; or
- b. for Full-time Employees hired prior to November 1, 2002, the first of the Insurance Month coinciding with or next following the date the person completes one month of continuous Active Work as a Member; or
- c. for Full-time Employees hired on or after November 1, 2002, the first of the Insurance Month coinciding with or next following the date the person completes one month of continuous Active Work as a Member.

Article 2 - Member Accidental Death and Dismemberment Insurance

A person will be eligible for Member Accidental Death and Dismemberment Insurance on the later of:

- a. the date the person is eligible for Member Life Insurance; or
- b. the date Member Accidental Death and Dismemberment is added to this Group Policy.

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

Section B - Effective Dates

Article 1 - Member Life Insurance

a. Actively at Work

A Member's effective date for Member Life Insurance will be as explained in this article, if the Member is Actively at Work on that date. If the Member is not Actively at Work on the date insurance would otherwise be effective, such insurance will not be in force until the day of return to Active Work.

However, this Actively at Work requirement will be waived for Members who:

- (1) are absent from Active Work because of a regularly scheduled day off, holiday, or vacation day; and
- (2) were Actively at Work on their last scheduled work day before the date of their absence; and
- (3) were capable of Active Work on the day before the scheduled effective date of their insurance or change in their insurance, whichever is applicable.

This Actively at Work requirement may also be waived as described below.

When insurance under this Group Policy replaces coverage under a Prior Plan, the Active Work requirement may be waived for those Members who:

- (1) are eligible and enrolled under this Group Policy on the Date of Issue; and
- (2) were covered under the Prior Plan on the date of its termination.

In no event will the Active Work requirement be waived for those Members who, on the date of termination of the Prior Plan, either:

- (1) had the option, under the terms of the Prior Plan, to convert their coverage under the Prior Plan to an individual policy; or
- (2) were eligible under the terms of the Prior Plan, to have their premiums waived due to Total Disability.

NOTE: When insurance under this Group Policy replaces coverage under a Prior Plan and the Active Work requirement is waived, any Benefits Payable will be the lesser of the Scheduled Benefit of this Group Policy or the amount that would have been paid by the Prior Plan had it remained in force.

b. Effective Date for Initial Noncontributory Insurance When Proof of Good Health is not Required

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

Unless Proof of Good Health is required (see d. and e. below), insurance for which the Member contributes no part of premium will be in force on the date the Member is eligible.

c. Effective Date for Initial Contributory Insurance When Proof of Good Health is not Required

If a Member is to contribute a part of premium, insurance must be requested in a form provided by The Principal. Unless Proof of Good Health is required (see d. and e. below), the requested insurance will be in force on:

- (1) the date the Member is eligible, if the request is made on or before that date; or
- (2) the first of the Insurance Month coinciding with or next following the date of the Member's request, if the request is made within 31 days after the date the Member is eligible.

If the request is made more than 31 days after the date the Member is eligible, Proof of Good Health will be required before insurance can be in force (see d. and e. below).

d. Effective Date for Initial Insurance When Proof of Good Health is Required

Insurance for which Proof of Good Health is required (see e. below) will be in force on the later of:

- (1) the date insurance would have been effective if Proof of Good Health had not been required; or
- (2) the first of the Insurance Month coinciding with or next following the date Proof of Good Health is approved by The Principal.

e. Proof of Good Health Requirements

The type and form of required Proof of Good Health will be determined by The Principal. A Member must submit Proof of Good Health:

- (1) If insurance for which a Member contributes a part of premium is requested more than 31 days after the date the Member is eligible. The Member must pay the cost of obtaining proof in this instance.
- (2) If a Member has failed to provide required Proof of Good Health or has been refused insurance under this Group Policy at any prior time. The Member must pay the cost of obtaining proof in this instance.
- (3) If a Member elects to terminate insurance and, more than 31 days later, requests to be insured again. The Member must pay the cost of obtaining proof in this instance.
- (4) To make effective any Scheduled Benefit amounts for the Member that are, initially or through later increases, in excess of *\$15,000.

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

The Principal will pay any reasonable cost of Proof of Good Health required in this instance.

*If a Member is insured under this Group Policy on its Date of Issue and this insurance replaces insurance in force on the day immediately before the Date of Issue: the lesser of the amount shown above or the amount for which the Member was insured under the replaced insurance.

f. Effective Date for Benefit Changes - Change in Member Status

A change in a Member's Scheduled Benefits because of a change in the Member's status (insurance class) for which Proof of Good Health is not required (see e. above) will normally be effective on the first of the Insurance Month coinciding with or next following the date of the change in status. However, if the Member is not Actively at Work on the date a Scheduled Benefit change would otherwise be effective, the Scheduled Benefit change will not be in force until the date the Member returns to Active Work. Any decrease of Scheduled Benefits due to a change in a Member's status (insurance class) will be effective on the date noted above, whether or not the Member is Actively at Work.

Any termination of Scheduled Benefits due to a change in a Member's status (insurance class) will be effective on the date noted above, whether or not the Member is Actively at Work.

A change in a Member's Scheduled Benefits because of a change in the Member's status (insurance class) for which Proof of Good Health is required (see e. above) will be effective on the later of:

- (1) the date the change would have been effective if Proof of Good Health had not been required; or
- (2) the first of the Insurance Month coinciding with or next following the date Proof of Good Health is approved by The Principal.

g. Effective Date for Benefit Changes - Change by Policy Amendment or Endorsement

A change in the amount of a Member's Scheduled Benefits because of a change in the Schedule of Insurance (as described in PART IV, Section A) by amendment or endorsement to this Group Policy for which Proof of Good Health is not required (see e. above) will be effective on the date of change. However, if the Member is not Actively at Work on the date an increase in the Scheduled Benefit would otherwise be effective, the Scheduled Benefit in force for the Member before the change will continue to apply to the Member until the day of return to Active Work. When the Member returns to Active Work, the Scheduled Benefit increase will then be in force for the Member. Any decrease of Scheduled Benefits due to a change by amendment or endorsement to this Group Policy will be effective on the date of change, whether or not the Member is Actively at Work.

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

A change in the amount of a Member's Scheduled Benefits because of a change in the Schedule of Insurance (as described in PART IV, Section A) by amendment or endorsement to this Group Policy for which Proof of Good Health is required (see e. above) will be effective on the later of:

- (1) the date the change would have been effective if Proof of Good Health had not been required; or
- (2) the first of the Insurance Month coinciding with or next following the date Proof of Good Health is approved by The Principal.

h. Effective Date for Benefit Changes - Change due to Member Request

A change in a Member's Scheduled Benefits because of a request by the Member for which Proof of Good Health is not required (see e. above) will normally be effective on the first of the Insurance Month coinciding with or next following the date of the request. However, if the Member is not Actively at Work on the date a Scheduled Benefit change would otherwise be effective, the Scheduled Benefit change will not be in force until the date the Member returns to Active Work. Any decrease of Scheduled Benefits due to a request by the Member will be effective on the date noted above, whether or not the Member is Actively at Work.

A change in a Member's Scheduled Benefits because of a request by the Member for which Proof of Good Health is required (see e. above) will be effective on the later of:

- (1) the date the change would have been effective if Proof of Good Health had not been required; or
- (2) the first of the Insurance Month coinciding with or next following the date Proof of Good Health is approved by The Principal.

Article 2 - Member Accidental Death and Dismemberment Insurance

Member Accidental Death and Dismemberment Insurance will be effective under the same terms as set forth for Member Life Insurance in this Section B, Article 1. However, in no event will Member Accidental Death and Dismemberment Insurance be in force for a Member who is not insured for Member Life Insurance.

Any change in a Member's Scheduled Benefit will be as stated in this Section B, Article 1.

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

Section C - Individual Terminations

Article 1 - Member Life Insurance

A Member's insurance under this Group Policy will terminate on the earliest of:

- a. the date this Group Policy is terminated; or
- b. the end of the Insurance Month for which the last premium is paid for the Member's insurance; or
- c. the end of any Insurance Month, if requested by the Member before that date; or
- d. the end of the Insurance Month in which the Member ceases to be a Member as defined in PART I; or
- e. the end of the Insurance Month in which the Member ceases to be in a class for which Member Life Insurance is provided; or
- f. the end of the Insurance Month in which the Member ceases Active Work.

Article 2 - Member Accidental Death and Dismemberment Insurance

A Member's Accidental Death and Dismemberment Insurance under this Group Policy will terminate on the earliest of:

- a. the date his or her Member Life Insurance ceases; or
- b. the date Member Accidental Death and Dismemberment Insurance is removed from this Group Policy; or
- c. the end of the Insurance Month in which the Member ceases to be in a class for which Member Accidental Death and Dismemberment Insurance is provided; or
- d. the end of the Insurance Month for which the last premium is paid for the Member's Accidental Death and Dismemberment Insurance.

Article 3 - Termination for Fraud

The Principal may at any time terminate a Member's eligibility under the Group Policy:

- a. in writing and with 31 day notice, if the individual submits any claim that contains false or fraudulent elements under state or federal law;
- b. in writing and with 31 day notice, upon finding in a civil or criminal case that a Member has submitted claims that contain false or fraudulent elements under state or federal law;
- c. in writing and with 31 day notice, when a Member has submitted a claim which, in good faith judgement and investigation, a Member knew or should have known, contains false or fraudulent elements under state or federal law.

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

Article 4 - Coverage While Outside of the United States

If a Member is outside the United States, coverage for the person concerned will automatically terminate. However, the Member will continue to be eligible for benefits provided under this Group Policy if he or she is temporarily outside of the United States for one of the following reasons:

- a. travel, provided the travel is for a reason other than securing health care diagnosis or treatment; or
- b. a business assignment

provided the Member is temporarily outside the United States for a period of six months or less.

Section D - Continuation

Article 1 - Member Life Insurance

a. Sickness or Injury (Other Than Total Disability)

If Active Work ends because a Member is sick or injured but not Totally Disabled, insurance for that Member may be continued until the earlier of:

- (1) the date insurance would otherwise cease as provided in this PART III, Section C;
or
- (2) the end of the Insurance Month in which the Member recovers.

If continuation is elected pursuant to the Federal Family and Medical Leave Act (FMLA), this continuation is in addition to any continuation authorized under the FMLA, if any, and will be concurrent with the FMLA continuation period.

b. Layoff or Approved Leave of Absence

If Active Work ends because a Member is on layoff or approved leave of absence, insurance for that Member may be continued until the earliest of:

- (1) the date insurance would otherwise cease as provided in this PART III, Section C;
or
- (2) the end of the Insurance Month in which the layoff or approved leave of absence ends; or
- (3) the date the Member becomes eligible for any other group life coverage; or
- (4) the date one month after the end of the Insurance Month in which Active Work ends.

If continuation is elected pursuant to the Federal Family and Medical Leave Act (FMLA), this continuation is in addition to any continuation authorized under the FMLA, if any, and will be concurrent with the FMLA continuation period.

Section E - Reinstatement

Article 1 - Reinstatement

A Member's terminated insurance will be reinstated if:

- a. insurance ceased because of layoff or approved leave of absence; and
- b. the Member returns to Active Work for the Policyholder within six months of the date insurance ceased.

The Member's reinstated insurance will be in force on the first of the Insurance Month coinciding with or next following the date of return to work. However, the Actively at Work provisions discussed in this PART III, Section B, will apply. Also, Proof of Good Health will be required to place in force any Scheduled Benefit that would have been subject to Proof of Good Health had the Member remained continuously insured.

Only the period of time during which a Member is actually insured will be included in determining the length of his or her continuous coverage under this Group Policy. For this purpose the period of time during which a reinstated Member's insurance was not in force:

- a. will not be considered an interruption of continuous coverage; and
- b. will not be used to satisfy any provision of this Group Policy which pertains to a period of continuous coverage.

In addition, a longer reinstatement period may be allowed for an approved leave of absence taken in accordance with the provisions of the federal law regarding the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Article 2 - Federal Required Family and Medical Leave Act (FMLA)

A Member's terminated insurance may be reinstated in accordance with the provisions of the Federal Family and Medical Leave Act (FMLA), subject to the Actively at Work provision discussed in this PART III, Section B.

Article 3 - Reinstatement of Coverage for a Member When Coverage Ends due to Living Outside of the United States

If coverage for a Member terminates because the person is outside of the United States as discussed in this PART III, Section C, Coverage While Outside of the United States, the Member may become eligible again for coverage under this Group Policy, but only if:

- a. the Member returns to the United States within three months of the date on which

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

- coverage terminated because the person is outside of the United States; and
- b. the Member returns to Active Work in the United States for the Policyholder for a period of at least 30 consecutive days. The Member will be eligible for coverage on the day immediately following completion of the 30 consecutive days of Active Work.

The reinstated coverage will be on the same basis as that being provided on the date coverage is reinstated. However, any restrictions on this coverage which were in effect before reinstatement will continue to apply. If the Member does not complete the 30 consecutive days of residence, the coverage for such person will not be reinstated.

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

Section F - Individual Purchase Rights

Article 1 - Member Life Insurance

a. Individual Policy

If a Member qualifies and makes timely application, he or she may convert the group coverage by purchasing an individual policy of life insurance under these terms:

- (1) The Member will not be required to submit Proof of Good Health.
- (2) The policy will be for life insurance only. No disability or other benefits will be included.
- (3) The policy will be on one of the forms, other than term insurance, then issued by The Principal to persons in the risk class to which the Member belongs on the individual policy's effective date.
- (4) Premium will be based on the Member's age and The Principal's standard rate for the policy form to be issued.

b. Purchase Qualification

A Member will qualify for individual purchase if insurance under this Group Policy terminates and:

- (1) the Member's total Member Life Insurance, or any portion of it, terminates because he or she ends Active Work or ceases to be in a class eligible for insurance; or
- (2) after the Member has been continuously insured under this Group Policy for at least five years, his or her total Member Life Insurance terminates because this Group Policy terminates or is amended to exclude the Member's insurance class; or
- (3) the Member's Coverage During Disability as described in PART IV, Section A, ceases because Total Disability ends and he or she does not return to Active Work within 31 days; or
- (4) the Member's Accelerated Benefits Premium Waiver Period as described in PART IV, Section A, ceases and he or she does not qualify for Coverage During Disability.

c. Application/Effective Date

Notice of the individual purchase right must be given to the Member by the Policyholder before insurance under this Group Policy terminates, or as soon as reasonably possible thereafter.

A Member must apply for individual purchase and the first premium for the individual

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

policy must be paid to The Principal within 31 days after the date Member Life Insurance or Coverage During Disability terminates under this Group Policy.

Any individual policy issued will then be in force on the 32nd day after such termination date.

d. Individual Policy Amount

The amount of insurance that may be purchased may vary:

- (1) If termination is as described in b. (1) above, the maximum amount will be the Member Life Insurance benefit in force on the date of termination or the portion of Member Life Insurance that has terminated, less any individual policy amount purchased earlier under this Article 1, and less any Accelerated Benefit payment and Accumulated Interest Charges as described in PART IV, Section A, Article 7.
- (2) If termination is as described in b. (2) above, the maximum amount will be the lesser of:
 - \$ 10,000; or
 - the Member Life Insurance benefit in force on the date of termination, less any Accelerated Benefit payment and Accumulated Interest Charges as described in PART IV, Section A, Article 7 and less the amount for which the Member becomes eligible under any group policy within 31 days.
- (3) If termination is as described in b. (3) above, the maximum amount will be the Coverage During Disability benefit in force on the date Total Disability ceases, less any individual policy amount purchased earlier under this Article 1, and less any Accelerated Benefit payment and Accumulated Interest Charges as described in PART IV, Section A, Article 7.
- (4) If termination is as described in b. (4) above, the maximum amount will be the Member Life Insurance benefit in force on the date Member ceases Active Work, less any individual policy amount purchased earlier under this Article 1, and less any Accelerated Benefit payment and Accumulated Interest Charges as described in PART IV, Section A, Article 7.

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

PART IV - BENEFITS

Section A - Member Life Insurance

Article 1 - Schedule of Insurance

Subject to the Effective Date provisions of PART III, Section B, and the qualifying provisions of this Section A, the Scheduled Benefit for an insured Member will be:

Class	*Basic Scheduled Benefit
All Members	\$15,000

However, if a Member has received any payments under the Accelerated Benefits provision as described in Section A, Article 7, the Scheduled Benefit will be reduced by the amount of such payment plus any Accumulated Interest Charges.

*The Scheduled Benefit for an insured Member is subject to the Proof of Good Health requirements as shown in PART III, Section B, Article 1. Because of the Proof of Good Health requirements, the amount of insurance for which a Member is approved by The Principal may be different than the Scheduled Benefit. If the approved amount of insurance is different than the Scheduled Benefit, the approved amount will apply to the Member.

For the age(s) shown below, the amount of a Member's insurance will be the percentage of the Scheduled Benefit (or approved amount, if applicable) as shown below.

Age	% of Scheduled Benefit (or approved amount, whichever applies)
Age 65 but less than age 70	75%
Age 70 and over	50%

Article 2 - Death Benefits Payable

If a Member dies while insured for Member Life Insurance under this Group Policy, The Principal will pay his or her beneficiary the Scheduled Benefit in force on the date of death; less any Accelerated Benefit payment and Accumulated Interest Charges as described in PART IV this Section A, Article 7. However, if a beneficiary is suspected or charged with the Member's death, the Death Benefits Payable may be withheld until additional information has been received or the trial has been held.

PART IV - BENEFITS

If a Member who was insured dies within the 31-day individual purchase period described in PART III, Section F, The Principal will pay his or her beneficiary the individual policy amount, if any, the Member had the right to purchase.

No payment will be made before The Principal receives written proof of the Member's death.

Article 3 - Beneficiary

A beneficiary should be named at the time a Member applies or enrolls under this Group Policy. A Member may later change a named beneficiary by sending a written request to The Principal. A change will not be effective until recorded by The Principal. Once recorded, the change will apply as of the date the request was signed. If any benefit is properly paid by The Principal before a change request is received, that payment may not be contested. Further:

- a. The naming of a new beneficiary in an application for individual purchase under PART III, Section F, Article 1, will be treated as a beneficiary change request under this Group Policy.
- b. If a Member's terminated insurance is reinstated, his or her beneficiary will be as recorded on the date of termination.

If a Member is insured under this Group Policy on its Date of Issue and this insurance replaces insurance in force on the day immediately before the Date of Issue, the beneficiary named in such replaced insurance and recorded by the Policyholder or The Principal will be the beneficiary under this Group Policy until a new beneficiary is named.

Article 4 - Facility of Payment

If any of the below occur, benefits will be paid as stated. All such payments will discharge The Principal to the full extent of those payments.

- a. If a beneficiary is found guilty of the Member's death, such beneficiary may be disqualified from receiving any benefit due. Payment may then be made to any contingent beneficiary or to the executor or administrator of the Member's estate.
- b. Any benefit due a beneficiary who dies before the Member's death will be paid in equal shares to the Member's surviving beneficiaries.
- c. If a beneficiary dies at the same time or within 15 days after the Member dies, but before The Principal receives written proof of the Member's death, payment will be made as if the Member survived the beneficiary.
- d. If no beneficiary survives the Member or if the Member has not named a beneficiary, payment will be made in the following order of precedence as numbered:
 - (1) to the Member's spouse
 - (2) to the Member's children born to or legally adopted by the Member

PART IV - BENEFITS

- (3) to the Member's parents
 - (4) to the Member's brothers and sisters
 - (5) if none of the above, to the executor or administrator of the Member's estate.
- e. If The Principal believes a person is not legally able to give a valid receipt, as determined by The Principal, for a payment, and no guardian has been appointed, The Principal may pay whoever has assumed the care and support of the person.

Article 5 - Settlement of Proceeds

When The Principal receives written proof of the Member's death, the Scheduled Benefit in force for the Member will be placed in an interest-bearing draft account. The account balance will be available to the beneficiary at any time, in total or in part, subject to the following terms:

- a. withdrawals must be made by draft furnished by The Principal; and
- b. the draft amount must be at least \$500 or more and may not exceed the account balance; and
- c. if the account balance falls below \$500, the balance will be paid to the beneficiary in a lump sum and the account closed; and
- d. the account cannot be assigned or used as collateral.

The Interest Draft Account will not be available if the Scheduled Benefit amount payable is \$5,000 or less; or if the beneficiary is anything other than a natural person. In these instances, a lump sum payment will be made.

In the event the Interest Draft Account is not available or otherwise does not apply, The Principal reserves the right to make payment of proceeds according to other settlement options if agreed to, in writing, by The Principal.

Payment of benefits will be subject to the Beneficiary and Facility of Payment provisions of this PART IV, Section A.

Article 6 - Member Life Insurance - Coverage During Disability

A Member may be eligible to continue his or her Member Life Insurance and Member Accidental Death and Dismemberment Insurance coverage during the Member's Total Disability.

a. Coverage Qualification

To be qualified for Coverage During Disability, a Member must:

PART IV - BENEFITS

- (1) become Totally Disabled while insured for Member Life Insurance; and
- (2) become Totally Disabled prior to the earlier of retirement or attainment of age 60; and
- (3) remain Totally Disabled continuously; and
- (4) be under the regular care and attendance of a Physician; and
- (5) send proof of Total Disability to The Principal when required; and
- (6) submit to Physicians' examinations when required; and
- (7) return to The Principal, without claim, any individual policy issued under his or her Individual Purchase Rights as described in PART III, Section F, Article 1. Upon return of such policy, The Principal will refund premiums paid, less dividends and less any outstanding policy loan balance.

b. Proof of Total Disability

Written proof of Total Disability must be sent to The Principal within one year of the date Total Disability begins. Further proof that Total Disability has not ended must be sent when The Principal requires. After Total Disability has continued for two years from the date the first proof is received, The Principal may not ask for further proof more than once each year.

If the Member dies while Totally Disabled, final proof that Total Disability continued to the date of death must be sent to The Principal. If death occurs within one year of the start of Total Disability, but before The Principal has received first proof, then final proof must be sent within one year of the date Total Disability began.

c. Medical Examinations

The Principal may require that a Totally Disabled Member be examined by a Physician. After Total Disability has continued two years from the date first proof of Total Disability is received, examinations may not be required more than once each year.

The Principal will pay for required examinations and will choose the Physician to perform them.

d. Effective Dates and Premium Waiver

Coverage During Disability will be effective for a qualified Member on the earlier of:

- (1) the date nine months after the date the Member becomes Totally Disabled; or
- (2) the date the Member dies.

Premium will not be charged for Member Life Insurance and Member Accidental Death and Dismemberment Insurance while the Member's Coverage During Disability is in force.

PART IV - BENEFITS

e. Benefits Payable

If death occurs while Coverage During Disability is in force, The Principal will pay the Member's beneficiary the Member Life Insurance benefit amount that would have been paid had the Member remained insured under the Schedule of Insurance in force on the date Total Disability began.

Such benefit shall be subject to any reduction provided under the Schedule.

However, NO BENEFIT WILL BE PAID if written proof of Total Disability is not sent to The Principal within one year of the date Total Disability began. Failure to give written proof within the time specified will not invalidate or reduce any claim if written proof is given as soon as reasonably possible. Further, if a death benefit is paid, under this section of the Group Policy, it will be in place of all other Member Life Insurance benefits provided under this Group Policy.

f. Termination (Premium Waiver)

Coverage During Disability will cease on the earliest of:

- (1) the date the Member's Total Disability ends; or
- (2) the date the Member fails to send The Principal any required proof of Total Disability; or
- (3) the date the Member ceases to be under the regular care and attendance of a Physician; or
- (4) the date the Member fails to submit to a required Physician's examination; or
- (5) the date the Member attains age 70.

Article 7 - Accelerated Benefits

a. Definition of Terminally Ill

A Member will be considered Terminally Ill under this article of this Group Policy if he or she has experienced a Qualifying Event and is expected to die within twelve months of the date he or she requests payment of Accelerated Benefits.

b. Definition of Qualifying Event

A Qualifying Event is a medical condition which would, in the absence of extensive or extraordinary medical treatment, result in a drastically limited life span. Such conditions may include, BUT ARE NOT LIMITED TO, one or more of the following:

- (1) coronary artery disease resulting in an acute infarction or requiring surgery;

PART IV - BENEFITS

- (2) permanent neurological deficit resulting from cerebral vascular accident;
- (3) end stage renal failure; or
- (4) acquired immune deficiency syndrome (AIDS).

c. Accelerated Benefits Qualification

To be qualified for an Accelerated Benefit payment, a Member must:

- (1) be Terminally Ill and insured for a Member Life Insurance benefit of at least \$10,000; and
- (2) send a request for Accelerated Benefit payment to The Principal; and
- (3) provide proof satisfactory to The Principal that he or she is Terminally Ill.

d. Proof of Terminal Illness

Proof that a Member is Terminally Ill will consist of:

- (1) a statement from the Member's Physician; and
- (2) any other medical information that The Principal believes necessary to confirm the Member's status.

e. Benefit Payable

The Principal will pay a Member who is qualified for Accelerated Benefits whatever amount he or she requests; except that:

- (1) only one Accelerated Benefit payment will be made during the Member's lifetime; and
- (2) the amount requested must be at least \$5,000; and
- (3) in no event will payment exceed the lesser of:
 - 75% of the Member Life Insurance benefit in force on the date of the request; or
 - \$250,000.

The Accelerated Benefit payment will be made in a lump sum.

f. Effect on Member Life Insurance Benefits

If an Accelerated Benefit is paid, the Member Life Insurance benefit otherwise payable upon the Member's death will be reduced by the sum of:

- (1) the Accelerated Benefit payment; plus
- (2) Accumulated Interest Charges.

PART IV - BENEFITS

g. Accumulated Interest Charges

Interest will be charged for each day of the period from the date of an Accelerated Benefit payment to the date of the Member's death, but not more than two years. This interest will be calculated by applying a daily rate (equivalent to 8% per year) to the amount of the Accelerated Benefit payment.

h. Premium Waiver Period

A premium waiver period will be established on the date The Principal pays an Accelerated Benefit to a Member. This period will end on the earlier of the Member's death or the date two years after the date of the Accelerated Benefit payment.

During a premium waiver period:

- (1) there will be no Member Life Insurance premium charge for the Member; and
- (2) Member Life Insurance will not be terminated if the Member ceases Active Work because of his or her Terminal Illness.

PART IV - BENEFITS

Section B - Member Accidental Death and Dismemberment Insurance

Article 1 - Schedule of Insurance

Subject to the Effective Date provisions of PART III, Section B, and the qualifying provisions of this Section B, the Scheduled Benefit for an insured Member will be:

Class	*Basic Scheduled Benefit
All Members	\$15,000

*The Scheduled Benefit for an insured Member is subject to the Proof of Good Health requirements as shown in PART III, Section B, Article 1. Because of the Proof of Good Health requirements, the amount of insurance for which a Member is approved by The Principal may be different than the Scheduled Benefit. If the approved amount of insurance is different than the Scheduled Benefit, the approved amount will apply to the Member.

For the age(s) shown below, the amount of a Member's insurance will be the percentage of the Scheduled Benefit (or approved amount, if applicable) as shown below.

Age	% of Scheduled Benefit (or approved amount, whichever applies)
Age 65 but less than age 70	75%
Age 70 and over	50%

Article 2 - Benefit Qualification

To qualify for benefit payment, all of the following must occur:

- a. The Member must be injured while insured for Member Accidental Death and Dismemberment Insurance under this Group Policy; and
- b. the injury must be through external, violent, and accidental means; and
- c. the injury must be the direct and sole cause of a loss listed in this Section B, Article 3; and
- d. the loss must occur within 365 days of the injury; and
- e. the limitations listed in this Section B, Article 10, must not apply; and
- f. claim requirements listed in this PART IV, Section D, must be satisfied; and
- g. all medical evidence must be satisfactory to The Principal.

Article 3 - Benefits Payable

PART IV - BENEFITS

If all of the benefit qualifications are met, The Principal will pay:

- a. 100% of the Scheduled Benefit (or approved amount, if applicable) in force for loss of life; or
- b. 50% of the Scheduled Benefit (or approved amount, if applicable) in force if one hand is severed at or above the wrist; or
- c. 50% of the Scheduled Benefit (or approved amount, if applicable) in force if one foot is severed at or above the ankle; or
- d. 50% of the Scheduled Benefit (or approved amount, if applicable) in force if the sight of one eye is permanently lost (For this purpose, vision not correctable to better than 20/200 will be considered loss of sight.); or
- e. 100% of the Scheduled Benefit (or approved amount, if applicable) in force for more than one of the losses listed in b., c., or d. above.

Total payment for all losses that result from the same accident will not exceed the Scheduled Benefit. Payment for loss of life will be to the beneficiary named for Member Life Insurance. Payment for any other loss will be to the Member. Payment will be subject to the Beneficiary, Facility of Payment and Settlement of Proceeds provisions of this PART IV, Section A.

Disappearance

It will be presumed that a Member has lost his or her life if:

- a. the Member's body has not been found within 365 days after the disappearance of a conveyance in which the Member was an occupant at the time of disappearance; and
- b. the disappearance of the conveyance was due to its accidental wrecking or sinking; and
- c. the Group Policy would have covered the injury resulting from the accident.

Exposure

Exposure to the elements will be presumed to be an injury if:

- a. such exposure is due to an accidental bodily injury; and
- b. within 365 days after the injury, the Member incurs a loss that is the result of the exposure; and
- c. the Group Policy would have covered the injury resulting from the accident.

Article 4 - Seat Belt Benefit

PART IV - BENEFITS

If the Member loses his or her life as a result of an accidental injury sustained while driving or riding in an Automobile, an additional benefit of \$10,000 will be paid to the beneficiary named for Member Life Insurance, provided all Benefit Qualifications as described in Article 2 are met and:

- a. the Automobile is equipped with factory installed Seat Belts; and
- b. the Seat Belt was in actual use by the Member and properly fastened at the time of the accident; and
- c. the position of the Seat Belt is certified in the official report of the accident or by the investigating officer.

This additional benefit payment will also apply if the Member was driving an Automobile equipped with a proper functioning air bag, although the Member's Seat Belt may not have been fastened at the time of the accident. The proper functioning and/or deployment of the air bag must be certified in the official report of the accident or by the investigating officer.

For the purpose of this benefit, "Automobile" means a four-wheel passenger vehicle, station wagon, pick-up truck, or van-type vehicle, but excludes recreational-type vehicles such as a "dune-buggy" or an "all-terrain" vehicle.

The term "Seat Belt" means a factory installed device that forms an occupant restraint and injury avoidance system.

Article 5 - Loss of Use or Paralysis Benefit

If a Member sustains an injury, and as a result of such injury, one or more of the covered losses listed below are incurred, The Principal will pay the following percentages of the Member's Scheduled Benefit (or approved amount, if applicable) in force, provided all Benefit Qualifications as described in Article 2 are met.

	Covered Loss	% of Scheduled Benefit
Loss of Use or Paralysis	Quadriplegia	100%
	Paraplegia	50%
	Hemiplegia	50%
	Both Hands or Both Feet	50%
	One Hand and One Foot	50%
	One Arm or One Leg	25%

PART IV - BENEFITS

The Principal does not pay an Accidental Death and Dismemberment benefit for any paralysis caused by a stroke.

Paralysis must be determined by a Physician to be permanent, complete and irreversible.

Total payment for all losses that result from the same accident will not exceed the Scheduled Benefit (or approved amount, if applicable). Payment for loss will be to the Member. Payment will be subject to the Beneficiary, Facility of Payment and Settlement of Proceeds provisions of this PART IV, Section A.

For this benefit, the term "Loss of Use" means a total and irrevocable loss of voluntary movement which has continued for 12 consecutive months. The term "Quadriplegia" means total paralysis of all four limbs. The term "Paraplegia" means total paralysis of both lower limbs. The term "Hemiplegia" means paralysis of one arm and one leg on the same side of the body.

Article 6 - Loss of Speech and/or Hearing Benefit

If a Member sustains an injury, and as a result of such injury, one or more of the covered losses listed below are incurred, The Principal will pay the following percentages of the Member's Scheduled Benefit (or approved amount, if applicable) in force, provided all Benefit Qualifications as described in Article 2 are met.

	Covered Loss	% of Scheduled Benefit
Loss of Speech and/or Hearing	Speech and Hearing	100%
	Speech or Hearing	50%
	Hearing in One Ear	25%

Loss must be determined by a Physician to be permanent, complete and irreversible.

Total payment for all losses that result from the same accident will not exceed the Scheduled Benefit (or approved amount, if applicable). Payment for Loss will be to the Member. Payment will be subject to the Beneficiary, Facility of Payment and Settlement of Proceeds provisions of this PART IV, Section A.

For this benefit, the term "Loss" means a total and irrevocable Loss of speech or hearing which has continued for 12 consecutive months.

PART IV - BENEFITS

Article 7 - Public Transportation Benefit

An additional benefit will be paid equal to 100% of the Scheduled Benefit amount paid under Article 3, if the Member's loss is sustained while the Member is a passenger in a Common Carrier which is licensed to transport people.

For this benefit, the term "Common Carrier" means airplanes, ships, trains, subways, buses, taxis or trolleys.

Article 8 - Repatriation Benefit

If a benefit is paid under this Section B for loss of the Member's life and death occurred at least 100 miles away from the Member's permanent place of residence, all customary and reasonable expenses incurred for preparation of the body and its transportation to the place of burial or cremation will be paid up to a maximum benefit payment of \$2,000.

Article 9 - Educational Benefit

If a benefit is paid under this Section B for loss of the Member's life, an extra benefit of \$3,000 will be paid annually for a maximum of 4 years to each Qualified Student. This annual benefit will be paid consecutively, while the Qualified Student continues his or her education as a Full-Time Student at an accredited post-secondary school.

For this benefit, "Qualified Student" means a Dependent Child who is, at the time of Member's death, a Full-Time Student at an accredited post-secondary school. A 12th grade student will become a Qualified Student if he or she enrolls in an accredited post-secondary school within 12 months of the Member's death.

Article 10 - Limitations

Payment will not be made for any loss to which a contributing cause is:

- a. willful self-injury or self-destruction, while sane or insane; or
- b. disease or the treatment of disease; or
- c. voluntary participation in an assault, felony, criminal activity, insurrection, or riot; or
- d. participation in flying, ballooning, parachuting, parasailing, bungee jumping or other aeronautic activities, except as a passenger on a commercial aircraft or as a passenger or crew member in a Policyholder-owned or leased aircraft on company business ; or
- e. duty as a member of a military organization; or
- f. war or act of war; or
- g. the use of alcohol if, at the time of the injury, the Member's blood alcohol concentration exceeds the legal limit allowed by the jurisdiction where the injury

PART IV - BENEFITS

- occurs; or
- h. the operation by the Member of a motor vehicle or motor boat if, at the time of the injury, the Member's blood alcohol concentration exceeds the legal limit allowed by the jurisdiction where the injury occurs; or
 - i. the use of any drug, narcotic, or hallucinogen not prescribed for the Member by a licensed Physician.

PART IV - BENEFITS

Section D - Claim Procedures

Article 1 - Notice of Claim

Written notice must be sent to The Principal by or for a Member who wishes to file claim for benefits under this Group Policy. This notice must be sent within 20 days after the date of the loss for which claim is being made. Failure to give notice within the time specified will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

Article 2 - Claim Forms

The Principal, when it receives notice of claim, will provide claim forms for filing proof of loss. If the forms are not provided within 15 days after The Principal receives notice, the person will be considered to have complied with the requirements of the Group Policy upon submitting, within the time specified below for filing proof of loss, written proof covering the occurrence, character, and extent of the loss.

Article 3 - Proof of Loss

Written proof of loss must be sent to The Principal within 90 days after the date of the loss. Proof required includes the date, nature, and extent of the loss. The Principal may request additional information to substantiate loss or require a signed unaltered authorization to obtain that information from the provider. Failure to comply with The Principal's request could result in declination of the claim.

Article 4 - Payment, Denial and Review

The Employee Retirement Income Security Act (ERISA) permits up to 90 days for processing claims and up to 60 days for the review of denied claims.

In actual practice, benefits under this Group Policy will be payable sooner, provided The Principal receives complete and proper proof of loss. Furthermore, if a claim is not payable or cannot be processed, The Principal will submit a detailed explanation of the basis for its denial.

A Claimant may request a review of a claim denial by written request to The Principal within 120 days of receipt of notice of the denial. The Claimant must provide all additional information to The Principal within one year of receipt of notice of denial. The Principal will notify the Claimant of the final decision and reasons in support of its decision.

PART IV - BENEFITS

For purposes of this section, "Claimant" means Member, Dependent or Beneficiary.

Article 5 - Medical Examinations

The Principal may have the Member whose loss is the basis for claim examined by a Physician during the course of a claim. The Principal will pay for these examinations and will choose the Physician to perform them.

Article 6 - Autopsy

If payment for loss of life is claimed, The Principal may require an autopsy. The Principal will pay for any such autopsy.

Article 7 - Legal Action

Legal action to recover benefits under this Group Policy may not be started earlier than 90 days after required proof of loss has been filed. Further, no legal action may be started later than three years after that proof is required to be filed.

Article 8 - Time Limits

Any time limits in this section will be adjusted as required by law.

NOTE: For additional Claims Procedures information, see GC 801-1 ERISA Claims.

PART IV - BENEFITS

ENDORSEMENT

Subject: Employee Retirement Income Security Act (ERISA) Claims Procedures for Life, STD, and LTD Insurance

Effective January 1, 2002, your group policy is endorsed as described below:

The Department of Labor has promulgated regulations regarding claims procedure requirements. If your plan of benefits include Life, STD and/or LTD, the Claims Procedures section of your group policy has been changed to comply with the above referenced regulation.

Note: Changes have been made only to reflect the requirements of the ERISA. Any special state requirements relating to payment of claims remain unchanged unless they prevent the application of the ERISA requirements.

a. Notice of Claim

Written notice must be sent to The Principal by or for a Member who wishes to file claim for benefits under the Group Policy. This notice must be sent within 20 days (3 months for LTD) after the date of loss for which claim is being made. Failure to give notice within the time specified will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

b. Claim Forms

The Principal, when it receives notice of claim, will provide appropriate claim forms for filing proof of loss. If the forms are not provided within 15 days after The Principal receives notice of claim, the person will be considered to have complied with the requirements of the Group Policy regarding proof of loss upon submitting, within the time specified below for filing proof of loss, written proof covering the occurrence, character, and extent of the loss.

c. Proof of Loss or Disability

For Life Insurance policies

Written proof of loss must be sent to The Principal within 90 days after the date of the loss. Proof required includes the date, nature, and extent of the loss. The Principal may request additional information to substantiate loss or require a signed unaltered authorization to obtain that information from the provider. Failure to comply with the request of The Principal could result in declination of the claim. For purposes of satisfying the claims processing timing requirements of the Employee Retirement Income Security Act (ERISA), receipt of claim will be considered to be met when the

appropriate claim form is received by The Principal.

For LTD and STD Insurance policies

Written proof that Disability exists and has been continuous must be sent to The Principal within 90 days (6 months for LTD) after the date a Member completes an Elimination Period. Proof required includes the date, nature, and extent of loss. Further proof that Disability has not ended must be sent when requested by The Principal. The Principal may request additional information to substantiate loss or require a signed unaltered authorization to obtain that information from the provider. Failure to comply with the request of The Principal could result in declination of the claim. For purposes of satisfying the claims processing timing requirements of the Employee Retirement Income Security Act (ERISA), receipt of claim will be considered to be met when the Elimination Period has been completed and the appropriate claim form is received by The Principal.

d. Payment, Denial and Review

ERISA permits up to 45 days from receipt of claim for processing the claim. If a claim cannot be processed due to incomplete information, The Principal will send a written explanation prior to the expiration of the 45 days. The claimant is then allowed up to 45 days to provide all additional information requested. The Principal is permitted two 30-day extensions for processing an incomplete claim. Written notification will be sent to the claimant regarding the extension.

In actual practice, benefits under the Group Policy will be payable sooner, provided The Principal received complete and proper proof of loss. Further, if a claim is not payable or cannot be processed, The Principal will submit a detailed explanation of the basis for its denial.

A claimant may request an appeal of a claim denial by written request to The Principal within 180 days of receipt of the notice of denial. The Principal will make a full and fair review of the claim. The Principal may require additional information to make the review. The Principal will notify the claimant in writing of the appeal decision within 45 days after receipt of the appeal request. If the appeal cannot be processed within the 45-day period because The Principal did not receive the requested additional information, The Principal is permitted a 45-day extension for the review. Written notification will be sent to the claimant regarding the extension. After exhaustion of the formal appeal process, the claimant may request an additional appeal. However, this appeal is voluntary and does not need to be filed before asserting rights to legal action.

For purposes of this section, for Life Insurance policies, "claimant" means Member, Dependent, or beneficiary. For STD and LTD policies, "claimant" means Member.

e. Legal Action

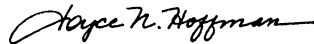
Legal action to recover benefits under the Group Policy may not be started earlier than

90 days after required proof of loss or proof of disability has been filed and before the appeal procedures have been exhausted. Further, no legal action may be started later than three years after that proof is required to be filed.

All other benefits and provisions of your group policy(ies) remain in effect.

Nothing in this endorsement will vary, alter, or extend any provision or condition of the group policy(ies) other than as stated in this Endorsement.

PRINCIPAL LIFE INSURANCE COMPANY


Senior Vice President and Corporate Secretary


Chairman, President and Chief Executive Officer

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Principal Life Insurance Company
Des Moines, Iowa 50392-0002

