



IMPORTANT! SIGN AND RETURN IMMEDIATELY TO AMERICAN UNITED LIFE INSURANCE COMPANY®

Application is hereby made to American United Life Insurance Company® of Indianapolis, Indiana, by City of Plano, Texas

Whose main office is: 1520 Avenue K, Suite 130, Plano, TX
Zip Code: 75074

For Group Policy Number: G 00619036-0000-000

The Group Policy as issued with any changes noted in the "For AUL Use Only" box on the application as requested by the Employer subsequent to the date the application was signed is hereby approved and the terms thereof are hereby accepted.

This Application is executed in duplicate, one signed copy is attached to the Policy and the other signed copy should be returned to American United Life Insurance Company®.

It is agreed that this Application supersedes any previous application for the Group Policy.

By _____ Date _____
(Signature & Title)

Witness _____ Licensed Resident Agent _____

PERPETUAL CONTINUING PROXY

Contractholder/Policyholder: City of Plano, Texas

Contract/Policy No.: 00619036-0000-000

Because I am a Contractholder/Policyholder, I am automatically a voting member of the parent company, American United Mutual Insurance Holding Company (the "Holding Company").

For all matters submitted by the Holding Company to its members for a vote, I may vote in person. Annual meetings are held at the Holding Company's principal place of business in Indianapolis, Indiana on the third Thursday of February in Indianapolis, Indiana or at such other location, place, or time as may be designated by the Board of Directors. I may receive no further notices of the annual meetings.

I can choose to submit my proxy instead of personally attending the meeting. I have checked the box below if I have made that choice.

I APPOINT the Secretary of the Holding Company, or in the absence of the Secretary the President, to vote MY PROXY upon all questions or matters that are submitted to a member vote, including elections of Directors of the Holding Company's Board of Directors. The Secretary or President, as the case may be, must vote my Proxy as directed by the Board of Directors and in accordance with the By-Laws of the Holding Company.

If I have checked the proxy designation box above, I instruct the Holding Company to record my PERPETUAL CONTINUING PROXY. I INTEND FOR MY PROXY TO REMAIN IN EFFECT as long as I am a voting member of the Holding Company or until I submit a revocation or modification of this Proxy in writing to the Holding Company.

Signed at _____ this _____ day of _____
(City, State)

Witness

Signature of Contractholder/Policyholder



IMPORTANT! SIGN AND KEEP ATTACHED TO YOUR POLICY!

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Signed at _____ this _____ day of _____
(City, State)

Witness

Signature of Contractholder/Policyholder



American United Life Insurance Company®
P.O. Box 368, Indianapolis, Indiana 46206-0368
www.oneamerica.com

In consideration of the application for this policy made by:

City of Plano, Texas
(Hereinafter called the Group Policyholder)

and receipt of all premiums when due, AMERICAN UNITED LIFE INSURANCE COMPANY® (AUL) agrees to insure eligible individuals who are or become entitled to insurance under the terms and conditions of this policy and to pay the benefits due under this policy to the person(s) entitled to it.

The group policy number is G 00619036-0000-000. The effective date of this policy is 01/01/2020. The first premium is due on the effective date. Subsequent premiums are due each succeeding Coverage Month. The policy anniversary date is 01-01 of each year.

The first Coverage Month begins on the 1st day of January and ends on the 31st day of January. Each succeeding Coverage Month runs for a like period thereafter.

This policy is executed by AUL at its Home Office in Indianapolis, Indiana, and coverage begins on the effective date determined by AUL.

By-law, Art. II Sec. 2: The regular annual meeting of the members of this Corporation shall be held at its principal place of business on the third Thursday in February of each year at ten o'clock A.M. local time or at such other location, place, or time as may be designated by the Board of Directors. The election of directors shall be held at the annual meeting.

Richard M. Ellery
Secretary and General Counsel

J. Scott Davison
Chairman, President and Chief Executive Officer

**GROUP TERM LIFE INSURANCE POLICY
WITH AN ACCELERATED LIFE BENEFIT**

Death benefits will be reduced if an Accelerated Life Benefit is paid. TAX TREATMENT: The Accelerated Life Benefit offered under this policy is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the Accelerated Life Benefit qualifies for such favorable tax treatment, the benefit will be excludable from the Employee's income and not subject to federal taxation. Tax laws relating to Accelerated Life Benefits are complex. The Employee is advised to consult with a qualified tax advisor about circumstances under which the Employee could receive an Accelerated Life Benefit excludable under federal law. **ELIGIBILITY FOR PUBLIC ASSISTANCE:** Receipt of an Accelerated Life Benefit may affect the Employee, the Employee's Dependent spouse's, or Employee's family's eligibility for public assistance programs such as medical assistance (Medicaid). Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. The Employee is advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect the Employee's, the Employee's Dependent spouse's, and the Employee's family's eligibility for public assistance.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the American United Life Insurance Company's® toll-free telephone number for information or to make a complaint at:

1-800-553-5318

You may also write to American United Life Insurance Company® at:

**American United Life Insurance Company®
One American Square
PO Box 6123
Indianapolis, IN 46206-6123**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de telefono gratuito de American United Life Insurance Company's® para obtener información o para presentar una queja al:

1-800-553-5318

Usted también puede escribir a American United Life Insurance Company® al:

**American United Life Insurance Company®
One American Square
PO Box 6123
Indianapolis, IN 46206-6123**

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente o la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

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**SECTION 1 - SCHEDULE OF BENEFITS
BASIC INSURANCE**

CLASS 001

CLASSIFICATION:

All Eligible Full-Time Employees

LIFE AMOUNT:

Four Times The Annual Base Salary, Then Rounded Up To The Next Higher \$1,000 Plus \$10,000 With A Minimum Of \$10,000 And A Maximum Of \$510,000

AD&D PRINCIPAL SUM:

\$10,000

ACCELERATED LIFE BENEFIT (ALB): This benefit is included for this class in this policy. The Employee may request payment of 25%, 50% or 75% of the Life Amount shown above. This benefit is available on a Life Amount of \$10,000 or more. The maximum payment is limited to 25%, 50%, or 75% of the Life Amount shown above or \$250,000, whichever is less. See Section 13.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT: This benefit is included for this class in this policy. See Section 12.

ADDITIONAL ACCIDENTAL DEATH BENEFITS:

SEAT BELT BENEFIT: This benefit is included for this class in this policy. See Section 12A.

AIR BAG BENEFIT: This benefit is included for this class in this policy. See Section 12B.

REPATRIATION BENEFIT: This benefit is included for this class in this policy. See Section 12C.

CHILD HIGHER EDUCATION EXPENSE BENEFIT: This benefit is included for this class in this policy. See Section 12D.

CHILD CARE BENEFIT: This benefit is included for this class in this policy. See Section 12E.

ANNUAL BASE SALARY: Annual Base Salary with no Commissions or Bonuses. Annual Base Salary excludes overtime.

CHANGES IN INSURANCE COVERAGE: Anniversary. See Section 6.

CONTRIBUTIONS: Employee premium contributions are not required. See Section 4.

ELIGIBILITY: Immediate. See Section 3.

FULL-TIME EMPLOYEE REQUIREMENT: 40 hours or more per week. See Section 2, Definitions - Employee, and Section 3, Eligibility.

**SECTION 1 - SCHEDULE OF BENEFITS
BASIC INSURANCE**

CLASS 001

GUARANTEED ISSUE AMOUNT: \$510,000. Any amount of coverage for which the Employee requests greater than the Guaranteed Issue Amount will only be available following written approval by AUL. Approval will be based on Evidence of Insurability and information satisfactory to AUL. If coverage for amounts greater than the Guaranteed Issue Amount is approved, coverage will begin on the date identified in writing by AUL. See Section 4, Individual Effective Date.

INDIVIDUAL EFFECTIVE DATE: Immediate. See Section 4.

INDIVIDUAL REINSTATEMENTS: Immediate. See Section 11.

INDIVIDUAL TERMINATIONS: End of the Month. See Section 9.

REDUCTIONS: Reduction Schedule changes due to age will be effective on the Policy Anniversary Date following the date the Employee reaches certain ages as follows:

Upon attainment of the age 65, the Life Amount and AD&D Principal Sum will reduce by 35%.

Upon attainment of the age 70, the Life Amount and AD&D Principal Sum will reduce by 50% of the original amount.

Upon attainment of the age 75, the Life Amount and AD&D Principal Sum will reduce by 65% of the original amount.

Reductions will be based upon the Life Amount prior to the payment of any Accelerated Life Benefit.

SUICIDE LIMITATION: This policy does not contain a Suicide Limitation for this class.

TERMINATIONS: Terminations are governed by the Individual Terminations Section. See Section 9.

TOTAL DISABILITY: The definition for Total Disability and Totally Disabled included in this policy for this class is the standard any occupation definition. See Section 2.

WAITING PERIOD for Present Employees hired before this policy's effective date: Immediately following 0 days. See Eligibility Section 3.

WAITING PERIOD for New Employees hired on or after this policy's effective date: Immediately following 0 days. See Eligibility Section 3.

WAIVER OF PREMIUM FOR TOTAL DISABILITY: This benefit is included for this class in this policy. Reductions are applicable to this benefit. See Section 8.

**SECTION 1 - SCHEDULE OF BENEFITS
BASIC INSURANCE**

CLASS 002

CLASSIFICATION:

All Eligible Retirees who retired on or after October 1, 1994, with 10 years of Continuous Employment with City of Plano

See Section 3A, Eligibility.

THE FOLLOWING BENEFITS ARE NOT AVAILABLE TO EMPLOYEES DEFINED IN SECTION 3A:

Accelerated Life Benefit

Accidental Death and Dismemberment Benefit

Additional Accidental Death Benefits

Air Bag Benefit

Child Care Benefit

Child Higher Education Expense Benefit

Repatriation Benefit

Seat Belt Benefit

Continuity of Coverage

Continuation of Insurance

Individual Reinstatements

**SECTION 1 - SCHEDULE OF BENEFITS
BASIC INSURANCE**

CLASS 002

CLASSIFICATION:

All Eligible Retirees who retired on or after October 1, 1994, with 10 years of Continuous Employment with City of Plano

LIFE AMOUNT:

\$20,000

ACCELERATED LIFE BENEFIT (ALB): This benefit is not included for this class in this policy.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT: This benefit is not included for this class in this policy.

ANNUAL BASE SALARY: Annual Base Salary with no Commissions or Bonuses. Annual Base Salary excludes overtime.

CHANGES IN INSURANCE COVERAGE: Anniversary. See Section 6.

CONTRIBUTIONS: Employee premium contributions are not required. See Section 4.

ELIGIBILITY: First of the Month. See Section 3.

FULL-TIME EMPLOYEE REQUIREMENT: 0 hours. See Section 2, Definitions – Employee & Retiree, and Section 3A, Eligibility.

**SECTION 1 - SCHEDULE OF BENEFITS
BASIC INSURANCE**

CLASS 002

GUARANTEED ISSUE AMOUNT: \$20,000. Any amount of coverage for which the Employee requests greater than the Guaranteed Issue Amount will only be available following written approval by AUL. Approval will be based on Evidence of Insurability and information satisfactory to AUL. If coverage for amounts greater than the Guaranteed Issue Amount is approved, coverage will begin on the date identified in writing by AUL. See Section 4, Individual Effective Date.

INDIVIDUAL EFFECTIVE DATE: Immediate. See Section 4.

INDIVIDUAL REINSTATEMENTS: This benefit is not included for this class in this policy.

INDIVIDUAL TERMINATIONS: Immediate. See Section 9.

SUICIDE LIMITATION: This policy does not contain a Suicide Limitation for this class.

TERMINATIONS: Terminations are governed by the Individual Terminations Section. See Section 9.

TOTAL DISABILITY: The definition for Total Disability and Totally Disabled included in this policy for this class is the standard any occupation definition. See Section 2.

WAITING PERIOD for Present Employees hired before this policy's effective date: First of the Month following 0 days. See Eligibility Section 3.

WAITING PERIOD for New Employees hired on or after this policy's effective date: First of the Month following 0 days. See Eligibility Section 3.

WAIVER OF PREMIUM FOR TOTAL DISABILITY: This benefit is not included for this class in this policy.

Refer to the Schedule of Benefits to determine to which class(es) the following ANNUAL BASE SALARY definition(s) apply.

SECTION 2 - DEFINITIONS

ACCIDENTAL BODILY INJURY means an injury occurring, either directly or indirectly, as a result of an accident along with all other related conditions, sustained by an individual while insured under this policy.

ACTIVE WORK and **ACTIVELY AT WORK** mean the use of time, services, and energy by an Employee for the Group Policyholder at the Group Policyholder's regular place of business, an alternate location approved by the Group Policyholder, or an alternate location to which the Group Policyholder requires an Employee to travel. The Employee must be physically and mentally capable of performing each of the material and substantial duties of his regular position with the Group Policyholder for at least the minimum number of hours listed in the Eligibility Section of this policy. Active Work will include time off for vacation, jury duty, paid holidays, and funeral leave approved by the Group Policyholder when the Employee could have been Actively at Work. Active Work does not include periods of time when an Employee is not Actively at Work following an injury, Accidental Bodily Injury, Sickness, strike, lock-out, layoff, after an Employee's employment has ended voluntarily or involuntarily, or periods of time during which the Employee is entitled or is receiving accrued employment related benefits including but not limited to vacation time.

ANNUAL BASE SALARY means the definition of the Employee's compensation as elected by the Group Policyholder in the Application from one of the following options:

Annual Base Salary with no commission or bonuses

ANNUAL BASE SALARY means the Employee's yearly gross wages received from the Group Policyholder based on a maximum forty (40) hour workweek. Annual Base Salary is based on the amount last reported in writing to AUL by the Group Policyholder and approved for coverage under this Policy by AUL before the date of death or the events shown in the AD&D provisions if AD&D coverage is included. Annual Base Salary does not include amounts received from commissions, bonuses, overtime or reimbursement for expenses.

SECTION 2 - DEFINITIONS

Continued

BASIC LIVING EXPENSES include the cost of food, shelter, clothing and any other basic living expenses of the average American household. Each household member need not contribute equally or jointly to the payment of these expenses as long as each agrees both are responsible for the basic living expenses.

BI-WEEKLY means every two weeks or 26 times a year.

CHILD means any minor related by blood, marriage or court order that can be claimed as a dependent for federal income tax purposes, and may include:

- 1) any natural born child(ren) of the Employee;
- 2) any legally adopted child(ren) of the Employee from the time of placement in the Employee's home with the intent to adopt;
- 3) any stepchild(ren) who lives with the Employee;
- 4) any child(ren) for whom the Employee has legal guardianship; or
- 5) any child(ren) for whom coverage must be provided in accordance with state law or court order.

CONTRIBUTORY INSURANCE means insurance for which the Employee pays part or all of the premium.

COVERAGE MONTH means that period of time beginning on the first day that the Group Policyholder's coverage is in force, as shown in the Title Page, and ending on the day before that date of the next month.

DATE OF DISABILITY means the first day the Employee is not Actively at Work due to an Accidental Bodily Injury or Sickness and results in Total Disability.

SECTION 2 - DEFINITIONS

Continued

DEPENDENT means:

- 1) an Employee's legal spouse under age 70;
- 2) an Employee's Domestic Partner under age 70 whose relationship with the Employee is recognized by and allowed under applicable state law provided both the Domestic Partner and the Employee:
 - a) share the same regular and permanent residence;
 - b) have a close personal relationship status other than marriage that is intended as an alternative to marriage;
 - c) have agreed to be jointly responsible for Basic Living Expenses, incurred during the domestic partnership;
 - d) are not married to anyone;
 - e) are 18 years of age and older;
 - f) are not so closely related by blood to be prohibited under applicable state laws;
 - g) were mentally competent to consent to a contract when the domestic partnership began;
 - h) are each other's sole domestic partner; and
 - i) are responsible for each other's welfare;
- 3) an Employee's unmarried Child from live birth and under the age of 25, if the Child:
 - a) is not eligible under this policy for Personal Insurance;
 - b) is not in the military of any country; and
 - c) is dependent upon the Employee for principal support and is claimed as a dependent on the Employee's federal income tax return; and
- 4) an Employee's unmarried Child who is disabled and incapable of self-sustaining employment as a result of mental or physical disability. The Child must have been disabled prior to age 25. If the Child is at least age 25 on the Employee's effective date, coverage is subject to AUL's receiving written proof of the disability on that date including but not limited to receipt of Social Security Administration disability benefits. If the Child is not at least age 25, extension of coverage is subject to AUL's receiving written proof of the disability not later than 120 days after the Child attains age 25. Proof of continued disability shall be required not more than once each year thereafter; and
- 5) any natural or adopted unmarried grandchild of the Employee if the child is under age 25 and is the Employee's dependent for federal income tax purposes at the time the application for coverage of the child is made; if the child:
 - a) is not eligible under this policy for Personal Insurance, and
 - b) is not in the armed forces of any country.

If Dependent Insurance is not included in this policy, then references to Dependents and Dependent Insurance are null and void.

DEPENDENT INSURANCE means the insurance provided under this policy covering a Dependent of an Employee, Section 20, if included in this policy.

ELIMINATION PERIOD see Waiver of Premium for Total Disability, Section 8, if included in this policy.

SECTION 2 - DEFINITIONS

Continued

EMPLOYEE means any individual who is a full-time, permanent Employee (including owner, member, partner, or shareholder) of the Group Policyholder:

- 1) who is legally authorized to work and reside in the United States under applicable state and federal laws; and
- 2) whose employment with the Group Policyholder constitutes his principal occupation; and
- 3) who regularly works at that occupation at the Group Policyholder's regular place of business a minimum number of hours as stated in the Schedule of Benefits under Full-Time Employee Requirement; and
- 4) who is not temporarily or seasonally employed by the Group Policyholder; and
- 5) who is an employee, participant, person, or any member of any employee organization, who is or may become eligible to receive a benefit of any type from the Policyholder's employee welfare benefit plan; and
- 6) who is not an independent contractor.

EMPLOYER see GROUP POLICYHOLDER. Any references to Employer used in this policy shall include Insured Units.

EVIDENCE OF INSURABILITY means a signed statement of proof acceptable to AUL of an Employee's or Dependent's medical history, and, if requested by AUL, medical records, tests, and/or examinations. Satisfactory Evidence of Insurability must include information and documentation which can be used by AUL to determine if the individual is an acceptable underwriting risk and can be approved for coverage under AUL's guidelines.

GRANDFATHERED RETIREE, see Eligibility, Section 3A, if included in this policy.

GUARANTEED ISSUE AMOUNT means the amount of coverage that does not require Evidence of Insurability. This amount is selected by the Group Policyholder on the Application and later approved in writing by AUL.

GROUP POLICYHOLDER means the entity which applied for and was approved by AUL for coverage. Any references to Group Policyholder used in this policy shall include Insured Units. The Group Policyholder must have at least two (2) Employees insured on the date the policy is issued.

MENTAL ILLNESS means a psychiatric or psychological condition classified in the most recent version of the Diagnostic and Statistical Manual of Mental Health Disorders (DSM), published by the American Psychiatric Association as of the date of Total Disability and has been diagnosed by a Physician. Such disorders include, but are not limited to, psychotic, emotional, behavioral disorders, or disorders related to stress or to substance abuse or dependency. If the DSM is discontinued or replaced, Mental Illness will be determined based on the diagnostic manual then published by the American Psychiatric Association on the date of Total Disability.

NON-CONTRIBUTORY INSURANCE means insurance for which the Employee pays no portion of the premium. When the Group Policyholder pays 100% of the premium, all eligible employees must be covered except any employees as to whom Evidence of Insurability is not satisfactory to AUL.

PERMANENT AND TOTAL DISABILITY/PERMANENTLY AND TOTALLY DISABLED means the Employee's inability as determined by a Physician to engage, due to Accidental Bodily Injury or Sickness in any occupation for which he is fitted by training, education or experience. Permanent and Total Disability/Permanently and Totally Disabled must occur after the Employee becomes insured under this Policy and it must be conclusively determined the Permanent And Total Disability will continue for the Employee's lifetime.

SECTION 2 - DEFINITIONS

Continued

PERMANENT AND TOTAL DISABILITY/PERMANENTLY AND TOTALLY DISABLED means the Employee's inability as determined by a Physician to engage, due to Accidental Bodily Injury or Sickness in any occupation for which he is fitted by training, education or experience. Permanent and Total Disability/Permanently and Totally Disability must occur after the Employee becomes insured under this Policy and it must be conclusively determined the Permanent And Total Disability will continue for the Employee's lifetime.

PERSONAL INSURANCE means the insurance provided under this policy for an Employee.

PHYSICIAN means a qualified, licensed doctor of medicine or osteopathy, and any other licensed health care provider that state law requires to be licensed prior to engaging in the practice of medicine and who is, practicing within the scope of his specialty, license, and applicable law. Physician does not include any medical provider affiliated with the Group Policyholder, or anyone related by blood, marriage, or domestic partnership to an Employee.

REGULAR ATTENDANCE means that an Employee or Dependent:

- 1) is receiving periodic medical treatment and services from a Physician when medically required and according to standard medical protocol to effectively manage and treat the Employee's or Dependent's Disability;
- 2) is receiving the most appropriate treatment and care that will maximize his medical improvement and aid in his return to work; and
- 3) is receiving medical care and services from a Physician whose specialty or practice is related to the Disability.

RETIREE means an individual who, on his last day of Active Work prior to retirement, was an Actively at Work Employee and who is receiving benefits under the Group Policyholder's retirement plan. Retiree does not include an Employee who is receiving benefits under his retirement plan solely due to being Totally Disabled and who otherwise does not meet the Group Policyholder's retirement plan's criteria for receipt of benefits.

SICKNESS means illness, bodily disorder or disease, Mental Illness, normal pregnancy and complications of pregnancy. Complication of Pregnancy is defined as concurrent disease or abnormal conditions significantly affecting the usual medical management of pregnancy.

TEMPORARY LAY-OFF means a period of time during which the Employee is not Actively at Work due to lack of work and is not terminated from employment with the Group Policyholder.

TOTAL DISABILITY and TOTALLY DISABLED *Refer to the Schedule of Benefits to determine to which class(es) the following definition(s) of Total Disability and Totally Disabled applies.*

When TOTAL DISABILITY on the Schedule of Benefits indicates Any Occupation, the following definition applies: TOTAL DISABILITY AND TOTALLY DISABLED mean that because of Accidental Bodily Injury or Sickness the Employee cannot engage in any occupation for which he is reasonably fitted by training, education, or experience. An Employee who accepts any type of employment, other than in a state-approved rehabilitation program or sheltered workshop, will be considered fitted to that occupation.

WE, OUR, US, and AUL mean American United Life Insurance Company.®

YOU and YOUR, when used in this policy's certificate of insurance, has the same meaning as Employee.

SECTION 2 - DEFINITIONS

Continued

ELIGIBLE UNIT means any entity which is subsidiary of or under majority ownership of the Group Policyholder.

INSURED UNIT means any Eligible Unit shown below or later added by amendment to this policy.

SECTION 3 - ELIGIBILITY

DEFINITIONS

NEW EMPLOYEE means an Employee who is employed by the Group Policyholder on or after the Group Policyholder's Effective Date.

PRESENT EMPLOYEE means an Employee who is employed by the Group Policyholder before the Group Policyholder's Effective Date.

WAITING PERIOD means the period of days beginning on the Employee's hire date that an Employee must be continuously Actively at Work prior to becoming eligible for Personal Insurance. Present Employees will be given credit for time insured under the Group Policyholder's prior group life insurance contract if this policy replaces the same coverage available under the prior group life insurance contract. The Waiting Period is stated in the Schedule of Benefits.

On the effective date of this policy, an Employee becomes eligible for Personal Insurance if:

- 1) the Employee has fulfilled the Waiting Period, if any, and is Actively at Work; or
- 2) the Employee has fulfilled the Waiting Period, if any, and is not Actively at Work due to being on an Employer-approved leave of absence other than for injury or Sickness; or
- 3) the Employee has fulfilled the Waiting Period, if any, and is not Actively at Work due to being on Temporary Lay-off.

This paragraph applies if Eligibility is First of the Month. Refer to the Schedule of Benefits under ELIGIBILITY to determine applicable class(es).

After the effective date of this policy and while this policy is in force, an Actively at Work Employee becomes eligible for Personal Insurance on:

- 1) the date the Employee fulfills the Waiting Period, if any, if that date is the first day of the Coverage Month; or
- 2) the first day of the Coverage Month next following the date the Employee fulfills the Waiting Period, if any, if that date is not the first day of the Coverage Month.

This paragraph applies if Eligibility is Immediate. Refer to the Schedule of Benefits under ELIGIBILITY to determine applicable class(es).

After the effective date of this policy and while this policy is in force, an Actively at Work Employee becomes eligible for Personal Insurance on the date following completion of the Waiting Period, if any.

TO REMAIN ELIGIBLE FOR PERSONAL INSURANCE AND DEPENDENT INSURANCE, IF ANY, EMPLOYEES MUST CONTINUOUSLY MEET THE ABOVE REQUIREMENTS.

SECTION 3A - ELIGIBILITY

Continued

For purposes of this policy, Employee also means an individual who is a Retiree who:

- 1) meets the retirement criteria defined by the Group Policyholder's employment policies; and
- 2) is permitted by applicable state law to be considered eligible for group insurance coverage; and
- 3) is named on the Schedule of Benefits of this policy.

An Employee defined in this Section becomes eligible for Personal Insurance on the later of:

- 1) the effective date of this policy; or
- 2) the effective date of the Employee's class.

THE FOLLOWING REQUIREMENTS ARE NOT APPLICABLE TO EMPLOYEES DEFINED IN SECTION 3A:

Active Work and Actively at Work

SEE THE SCHEDULE OF BENEFITS FOR A LIST OF THE BENEFITS THAT ARE NOT AVAILABLE TO EMPLOYEES DEFINED IN SECTION 3A.

Refer to the Employee Basic Schedule of Benefits to determine to which coverage and class(es) this page applies. When applicable, the Employee Schedule of Benefits will indicate employee premium CONTRIBUTIONS are not required and INDIVIDUAL EFFECTIVE DATE is Immediate.

SECTION 4 - INDIVIDUAL EFFECTIVE DATE NON-CONTRIBUTORY INSURANCE

The eligible Employee, prior to receiving coverage under this policy must make written election on a form approved by AUL and the Employer must contribute the required amount of premium to AUL on a timely basis.

For amounts of coverage that do not exceed the Guaranteed Issue Amount shown in the Schedule of Benefits, the effective date for an eligible Employee is the date the Employee becomes eligible.

To receive any amount of coverage exceeding the Guaranteed Issue Amount, the eligible Employee must make written request to AUL on a form approved by AUL and undergo medical underwriting. The effective date of insurance for an eligible Employee, subject to the further provisions of this Section, will be after the Employee submits satisfactory Evidence of Insurability to AUL and on the date AUL determines the Employee is approved for coverage. Satisfactory Evidence of Insurability must be provided prior to receiving any amount of coverage greater than the Guaranteed Issue Amount.

If an eligible Employee desires to decline coverage for which the Employer would pay 100% of the premium, the Employee must first notify the Employer in writing of this decision prior to coverage being declined. Once coverage is declined, the Employer is not responsible for paying premium for that Employee, and the Employee will not be eligible for any coverage under this Policy. If an eligible Employee initially declines coverage and later desires to have coverage, the Employee will be required to undergo medical underwriting and submit satisfactory Evidence of Insurability prior to receiving any coverage. No coverage shall begin until the date AUL has approved the request for coverage in writing and the required amount of premium is received from the Employer.

Any eligible Employee who converted his insurance under this policy to an individual life insurance policy and if that individual life insurance policy is still in force, the Employee is required prior to becoming insured again under this policy to undergo medical underwriting and submit satisfactory Evidence of Insurability. If the Employee does not wish to undergo medical underwriting and submit satisfactory Evidence of Insurability, the Life Amount under this policy will be reduced by the amount of coverage under the individual life insurance policy. No coverage shall begin until the date AUL has approved the request for coverage in writing and the required amount of premium is received from the Employer.

If an Employee is not Actively at Work on the date coverage would otherwise become effective, the effective date will be the date the eligible Employee returns to Active Work.

Contributions for Basic insurance are not required from Employees for Personal Insurance.

Also see Continuity of Coverage, Section 5, if included in this policy.

SECTION 5 - CONTINUITY OF COVERAGE

This Section applies when coverage under this policy replaces prior group term life insurance issued to the Group Policyholder and the coverage under that policy terminated on the day before the effective date of AUL's policy.

Coverage will be extended under this Section to an Employee who:

- 1) was insured under the prior carrier's group term life insurance on its termination date; but
- 2) was not eligible for coverage on the effective date of this policy because:
 - a) in the case of an Employee, he was not Actively at Work.

Coverage may be extended if such Employee:

- 1) applies to AUL for coverage on or before the effective date of this policy;
- 2) pays the required amount of premium; and
- 3) is not eligible to continue coverage under the prior carrier's group term life insurance.

The amount of coverage extended will be the lesser of:

- 1) the coverage for which the Employee would have been eligible to receive under this policy, if the Employee had been Actively at Work; or
- 2) the coverage the Employee received under the prior carrier's group term life insurance policy minus the amount payable under that group term life policy.

The coverage under this Section will terminate on the earliest of the following dates:

- 1) the date for which any required premium was not received by AUL;
- 2) the date the Personal Insurance becomes effective under this policy;
- 3) the date the coverage would have terminated under the Individual Termination Section of this policy if the Personal Insurance had become effective; or
- 4) the date the Employee becomes eligible for coverage under the prior carrier's group term life insurance policy.

This coverage only includes the Life Amount.

Refer to the Employee Basic Schedule of Benefits to determine to which class(es) this page applies. When applicable, the Employee Schedule of Benefits will indicate CHANGES IN INSURANCE COVERAGE is Anniversary

SECTION 6 - CHANGES IN INSURANCE COVERAGE

The amount of coverage for which an Employee is eligible is shown in the Schedule of Benefits.

A change in coverage that does not increase the amount of coverage becomes effective the earlier of:

- 1) the date of any scheduled reduction;
- 2) the policy anniversary date following AUL's written approval of the change, if the date of AUL's approval is the policy anniversary date; or
- 3) the policy anniversary date next following AUL's written approval of the change, if the date of AUL's approval is after the policy anniversary date.

Prior to a change in coverage that increases the amount of coverage, the Employee must be Actively at Work and the required amount of premium be paid.

A change increasing the amount of coverage equal to or less than the Employee's Guaranteed Issue Amount takes effect on:

- 1) the policy anniversary date, if the date the Employee becomes eligible for insurance is the policy anniversary date; or
- 2) the policy anniversary date next following the date the Employee becomes eligible for the change in insurance, if the Employee becomes eligible for the change after the policy anniversary date.

A change in coverage increasing the amount of coverage above the Employee's Guaranteed Issue Amount is subject to:

- 1) satisfactory Evidence of Insurability; and
- 2) upon AUL's written approval, takes effect on:
 - a) the policy anniversary date following AUL's written approval of a request for change, if the date of AUL's approval is the policy anniversary date; or
 - b) the policy anniversary date next following AUL's written approval of a request for change, if the date of AUL's approval is after the policy anniversary date.

If the Employee is not Actively at Work on the policy anniversary that is the approved change date, any increase in the amount of coverage takes effect on the first day of the Coverage Month following the Employee's return to Active Work.

Refer to the Employee Basic Schedule of Benefits to determine to which class(es) WAIVER OF PREMIUM applies. When applicable, the Employee Schedule of Benefits will indicate WAIVER OF PREMIUM is Included.

SECTION 7 - CONTINUATION OF INSURANCE

CONTINUATION OF INSURANCE

While this policy is in force and if the Employee has ceased Active Work due to:

- 1) Sickness or injury, Personal Insurance may be continued until the earlier of:
 - a) *When Waiver of Premium is included* (see Schedule of Benefits – Class 1): 12 months following cessation of Active Work except this provision terminates upon a positive benefit determination under the Waiver of Premium benefit provision; or
 - b) *When Waiver of Premium is not included* (see Schedule of Benefits – Class 2): the attainment of age 65 or six (6) months, whichever is earlier;]
- 2) Temporary Lay-off, Personal Insurance may be continued until the following cessation of Active Work;
- 3) an Employer-approved leave of absence, Personal Insurance may be continued until the following cessation of Active Work; or
- 4) an Employer-approved leave of absence allowed under the Family and Medical Leave Act (FMLA) or state law. Personal Insurance may then be continued until the end of the period allowed under FMLA or state law, whichever is longer.

In all the above Continuation of Insurance situations, Personal Insurance will terminate on the earliest of the following:

- 1) the date the Employee returns to Active Work;
- 2) the date the required premium payments are not received by AUL;
- 3) the date the Employee dies;
- 4) the date an Employee begins full or part-time employment;
- 5) the date this policy, or the Group Policyholder's coverage under this policy, terminates;
- 6) the date the Employee notifies the Group Policyholder that he will not be returning to Active Work;
- 7) the date the Employee's class is no longer offered under this policy;
- 8) the date the Employee is no longer a member in an eligible class;
- 9) the date the Employee makes written request for termination of coverage but not prior to the date of the request;
- 10) the date of a positive benefit determination under the Waiver of Premium benefit provision; or
- 11) the date an Employee enters military service for any country, except for temporary duty not scheduled for more than 30 days.

If the Employee does not return to Active Work, Personal Insurance terminates at the end of Continuation of Insurance period. At the end of Continuation of Insurance period, the Employee may be eligible to apply to convert the Life Amount to an individual life insurance policy pursuant to Section 10.

The Employee may apply, if eligible, for Waiver of Premium for Total Disability, see Section 8, if available. In no event will benefits be payable under both the Continuation of Insurance provision and the Waiver of Premium for Total Disability provision.

SECTION 7A-PORTABILITY OF INSURANCE

This benefit applies to Basic Insurance only. Class 1 only.

PORTABILITY OF INSURANCE

If an Employee's coverage ceases due to termination of employment with the Group Policyholder for any reason, the Employee may continue Personal Insurance without interruption, subject to the provisions of this section. An Employee may elect either Portability of Insurance or the Conversion Privilege (See Section 10, Conversion Privilege) at the time of termination of an Employee's employment. In no event may an Employee continue Personal Insurance under both Portability of Insurance and the Conversion Privilege simultaneously. In addition, an Employee may not elect Portability of Insurance while he is eligible for coverage under the Continuation of Insurance provision due to sickness or injury, temporary lay-off, or an approved leave of absence. The Employee must be under age 70 when he elects Portability of Insurance.

To continue coverage through Portability of Insurance, the Employee must submit written notice and the required premium to AUL within 31 days of the date of termination of coverage under this policy. Payment of the required premium must be made directly to AUL by the Employee. Failure to pay such premium will terminate the coverage under the group policy at the end of the period for which the premium has been paid. AUL reserves the right to charge an administrative fee per each billing.

LIMITATIONS

- 1) If Personal Insurance is based on a multiple of the Employee's Annual Base Salary, no changes in coverage due to salary increases will be allowed under Portability of Insurance.
- 2) Dependent Insurance, if any, may be continued when an Employee's Personal Insurance is continued under Section 7A.
- 3) The Employee's Accidental Death and Dismemberment coverage may be continued under Section 7A, subject to the provisions of this policy.
- 4) Dependent Accidental Death and Dismemberment coverage, if any, may be continued when the Employee's Accidental Death and Dismemberment coverage is continued under Section 7A.
- 5) No Waiver of Premium benefits are available under Section 7A.
- 6) Portability of Insurance is not available if the Employee has established permanent residence outside the United States.
- 7) The amount of coverage continued under Portability of Insurance may not exceed the Employee's pre-termination or pre-retirement amount.
- 8) In no event will the total amount of coverage continued from all AUL group life and accidental death and dismemberment plans exceed \$585,000.

PORTABILITY OF INSURANCE TERMINATION

Personal and Dependent Insurance coverage under a Portability of Insurance Unit terminates the earliest of:

- 1) The last day of the Coverage Month for which the required premium payment is paid;
- 2) The last day of the Coverage Month in which the Employee requests termination, but not prior to the request;
- 3) The last day of the Coverage Month during which the Employee attains age 70;
- 4) The date the Employee becomes insured for AUL Group Term Life Insurance through a Group Policyholder if he should return to work;
- 5) The last day of the Coverage Month, provided AUL has given at least 31 days prior written notice of termination to the Portability of Insurance Unit; or
- 6) The date the policy is terminated by the Group Policyholder or by AUL.

If the Employee's Portability of Insurance terminates, the Employee may convert his life coverage to an individual policy. (See Section 10, Conversion Privilege)

The Employee's Portability of Insurance Unit can only be reinstated upon approval by AUL.

AUL may terminate Portability of Insurance on the last day of any Coverage Month by giving the Group Policyholder and each Portability of Insurance Unit at least 31 days prior written notice.

Refer to the Employee Basic Schedule of Benefits to determine to which class(es) this Section applies. When applicable, the Employee Schedule of Benefits will indicate WAIVER OF PREMIUM is Included.

SECTION 8 - WAIVER OF PREMIUM FOR TOTAL DISABILITY

DEFINITIONS

ELIMINATION PERIOD means a 6 month period of consecutive days of Total Disability. The Elimination Period begins on the 1st day of Total Disability and ends on the last day of the 6 month period. An Employee may not have more than three (3) days of Active Work during the Elimination Period.

WAIVER OF PREMIUM BENEFIT FOR TOTAL DISABILITY

AUL will waive further premium payments for an Employee's Life Amount if he:

- 1) becomes Totally Disabled before age 60 and while insured under this policy;
- 2) remains continuously Totally Disabled during the 6 month Elimination Period;
- 3) submits and AUL receives proof of Total Disability within the three (3) months prior to the end of the Elimination Period;
- 4) submits and AUL receives acceptable proof of continuous Total Disability at least annually and as requested by AUL, but not more often than once every three (3) months; and
- 5) is under the Regular Attendance of a Physician.

Claim Forms for Proof of Loss: Upon receipt of the initial notice of Total Disability, AUL will furnish the Group Policyholder with any necessary claim forms to be given to the Employee. These forms must be properly, accurately and truthfully completed and returned to AUL. If, for any reason, an Employee does not receive a claim form within 15 days of request, the Employee should submit written proof of Total Disability. The initial claim form or proof of Total Disability must show:

- 1) claimant's name;
- 2) Employer's name and address;
- 3) Group number;
- 4) the date Total Disability started;
- 5) the cause of Total Disability; and
- 6) the nature and extent of the Total Disability.

The initial claim form or proof of Total Disability must be signed by a Physician and sent to AUL within 90 calendar days following the Elimination Period. If it is not possible to give proof within these limits, it must be given as soon as reasonably possible. Proof of claim may not be given later than one year after the time proof is otherwise required.

AUL also may require that the Employee be examined:

- 1) at AUL's expense;
- 2) by a Physician of AUL's choice.

The required amount of premium must continue to be received by AUL until AUL approves the request for Waiver of Premium Benefit for Total Disability and the Elimination Period has been fulfilled.

SECTION 8 - WAIVER OF PREMIUM FOR TOTAL DISABILITY

Continued

While the Employee meets the conditions set forth above and is approved by AUL for the benefit, the Employee will retain coverage without the need to make further premium payments until the first of the following occurs:

- 1) proof of Total Disability is not received by AUL;
- 2) the Employee becomes employed, or is found able to be employed in an occupation for which he is reasonably fitted by training, education or experience;
- 3) the Employee refuses to undergo a medical examination requested by AUL;
- 4) the date the Employee is not under the Regular Attendance of a Physician;
- 5) proof of continuous Total Disability is not submitted within the twelfth month of any benefit period unless it was not possible to do so;
- 6) the Employee attains age 65;
- 7) if the Employee retires;
- 8) the Employee's class terminates;
- 9) the Employee is no longer Totally Disabled.

Any Accidental Death and Dismemberment Insurance will continue until the earliest of the following dates:

- 1) the date of the final benefit determination by AUL;
- 2) 6 months following the Date of Disability; or
- 3) the date the required amount of premium was not received by AUL.

Refer to the Schedule of Benefits under WAIVER OF PREMIUM BENEFIT FOR TOTAL DISABILITY to determine to which class(es) the following paragraph(s) applies.

The following applies when reductions are applicable:

When the Employee is approved for benefits under this Waiver of Premium Benefit for Total Disability, the coverage in force under this policy will be the Life Amount and:

- 1) will not include any Accidental Death and Dismemberment coverage the Employee may have had; and
- 2) will reduce if:
 - a) the coverage for the Employee's class is reduced; or
 - b) the Schedule of Benefits includes an automatic reduction for all Employees in his class at a certain age.

SECTION 8 - WAIVER OF PREMIUM FOR TOTAL DISABILITY

Continued

Life and Accidental Death and Dismemberment Insurance premiums must be paid to and received by AUL during the Waiver of Premium Benefit for Total Disability Elimination Period. If the benefit request is approved, any unearned premium beyond the Elimination Period will be refunded.

If the Employee is not approved for this benefit, the Employee may apply to convert his Life Amount to an individual life insurance policy pursuant to Section 10, Conversion Privilege within 31 days from notice of the adverse benefit determination. If the Employee did not pay premiums during the Elimination Period, the Employee is not eligible to convert his coverage to an individual life insurance policy upon notice of an adverse benefit determination.

If the Employee dies during the Elimination Period and the required amount of premiums were not received by AUL, no benefit will be due under this policy.

If coverage under the Waiver of Premium Benefit for Total Disability terminates, the Employee is entitled to apply to convert his Life Amount to an individual life insurance policy within 31 days of cessation of such coverage pursuant to Section 10, Conversion Privilege.

If coverage under the Waiver of Premium Benefit for Total Disability terminates because the Employee returns to Active Work with the Group Policyholder and this policy is still in force, the Employee is eligible to apply for all coverages available to his class.

If benefits are payable under this policy after the Employee is approved for Waiver of Premium and the Employee has applied and been issued an individual life insurance policy under Section 10, Conversion Privilege, any amount payable under this policy will be reduced by the amount payable under the individual life insurance policy. **IN NO EVENT WILL A BENEFIT BE PAYABLE UNDER BOTH THE INDIVIDUAL LIFE INSURANCE POLICY AND THIS POLICY GREATER THAN THE LIFE AMOUNT, NOR WILL ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS, IF ANY, BE PAYABLE BEYOND THE WAIVER OF PREMIUM BENEFIT FOR TOTAL DISABILITY ELIMINATION PERIOD.**

SECTION 9 - INDIVIDUAL TERMINATIONS

Refer to the Employee Basic Schedule of Benefits to determine to which class(es) the following paragraph(s) applies.

When applicable, the Employee Schedule of Benefits will indicate INDIVIDUAL TERMINATIONS are End of Month.

Personal Insurance terminates on the earliest of the following dates:

- 1) the date this policy is terminated;
- 2) the last day of the Coverage Month in which the Employee requests termination but not prior to the date of the request;
- 3) the last day of the Coverage Month for which any required premium payment was not received by AUL;
- 4) the last day of the Coverage Month during which the Employee ceases to be eligible, see Eligibility, Section 3 and Section 3A, if any;
- 5) the last day of the Coverage Month during which the Employee becomes a Retiree, unless the Schedule of Benefits includes a specific classification for Retirees;
- 6) the last day of the Coverage Month during which the Employee enters active military service for any country except for temporary duty of 30 days or less;
- 7) the last day of the Coverage Month during which the Employee ceases Active Work, except for an event listed in this policy in Continuation of Insurance, Section 7; or
- 8) the date of an adverse benefit determination under the Waiver of Premium provisions, if applicable.

When applicable, the Employee Schedule of Benefits will indicate INDIVIDUAL TERMINATIONS are Immediate.

Personal Insurance terminates on the earliest of the following dates:

- 1) the date this policy is terminated;
- 2) the date the Employee requests termination but not prior to the date of the request;
- 3) the date for which any required premium payment was not received by AUL;
- 4) the date the Employee ceases to be eligible, see Eligibility, Section 3 and Section 3A, if any;
- 5) the date the Employee becomes a Retiree, unless the Schedule of Benefits includes a specific classification for Retirees;
- 6) the date the Employee enters active military service for any country except for temporary duty of 30 days or less;
- 7) the date the Employee ceases Active Work, except for an event listed in this policy in Continuation of Insurance, Section 7; or
- 8) the date of an adverse benefit determination under the Waiver of Premium provisions, if applicable.

Accidental Death and Dismemberment coverage terminates when Personal Insurance terminates. Accidental Death and Dismemberment coverage also terminates on the earliest of the following dates:

- 1) the date of an adverse or positive benefit determination under the Waiver of Premium Benefit provisions;
- 2) the last day of the Coverage Month during which the Employee becomes a Retiree, unless the Schedule of Benefits includes a specific classification for Retirees that includes AD&D Principal Sum Amounts;
- 3) the date the Employee's Life Amount reduces to zero; or
- 4) the end of the Elimination Period.

SECTION 10 - CONVERSION PRIVILEGE

If any portion of the insurance of an insured Employee under this policy terminates because the Employee's employment or membership in the class or classes eligible for coverage under the policy terminates, the Employee may apply for an individual life insurance conversion policy without evidence of insurability. The coverage amount of the individual life insurance conversion policy shall not exceed the amount of life insurance that ceases because of loss of eligibility for coverage under this policy minus the amount of any group life coverage for which the Employee becomes eligible within 31 days of termination.

If the Employee's coverage ceases due to termination of the Policy or is amended as to terminate the insurance of a class of insured Employees, each Employee may apply for and receive an individual life insurance conversion policy if the Employee's group life insurance has been in force with AUL for five (5) continuous years before the termination date. The coverage amount of the individual life insurance conversion policy may not exceed the LESSER of:

- 1) the amount of life insurance that ceases because of termination minus the amount of any group life coverage for which the Employee becomes eligible within 31 days of termination; or
- 2) \$2,000.

The conversion privilege is subject to the following:

- 1) Written application must be made and the first premium must be paid within 31 days after the date of termination of insurance.
- 2) An individual life insurance policy, other than term life insurance, offered by AUL at the time of conversion, may be selected.
- 3) The premium on the individual policy must be at AUL's then customary rate applicable to the form and amount of the individual policy, to the class of risk to which the person or dependent then belongs, and to the individual age attained by the person or dependent on the effective date of the individual policy.
- 4) The individual life insurance conversion policy takes effect on the last day of the application period and is in lieu of all benefits under the Policy.

If notice of the existence of the conversion right is not given at least 15 days before the expiration of the period during which the conversion application and payment of the first premium must be made under the terms of the policy, the person has an additional period within which to exercise the conversion right. The additional conversion application period created to exercise a right of conversion expires 15 days after the person is given notice of the conversion right. However, irrespective of the date on which notice is given or of the absence of any notice, the additional conversion application period may not extend beyond 60 days after the expiration date of the period within which conversion application period and payment of the first premium were to be made under the terms of the policy. For purposes of this section, notice of the right of conversion may be given to the Employee in writing presented to the person; mailed by the Group Policyholder to the last known address of the person; or mailed by the insurer to the last known address of the person as furnished by the Group Policyholder.

If death occurs during the conversion application period, AUL will pay the Life Amount available for conversion whether or not the application or the first premium payment has been made. After the 31-day period, no conversion application will be accepted unless it is proven that it was not possible for the Employee to apply in a timely fashion. The individual life insurance conversion policy will not include Accidental Death benefits or any other benefits currently in force under this Policy.

Premium must be paid to and received by AUL for coverage during the conversion application period.

IF DEATH OCCURS DURING THE CONVERSION APPLICATION PERIOD, IN NO EVENT WILL BENEFITS BE PAYABLE UNDER BOTH THE INDIVIDUAL CONVERSION POLICY AND THIS POLICY. ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS, IF ANY, ARE NOT PAYABLE BEYOND THE DATES OUTLINED IN SECTION 9, INDIVIDUAL TERMINATIONS.

Refer to the Employee Basic Schedule of Benefits to determine to which coverage and class(es) this page applies. When applicable, the Employee Schedule of Benefits will indicate INDIVIDUAL REINSTATEMENTS are Immediate.

SECTION 11 - INDIVIDUAL REINSTATEMENTS

If Personal Insurance and Dependent Insurance, if any, terminate due to termination of an Employee's employment, the Employee can apply to reinstate that coverage following return to Active Work. The following conditions apply:

- 1) When return to Active Work occurs within 30 days of the termination of coverage, coverage becomes effective on the date of return to Active Work. Evidence of Insurability will not be required for any amount of coverage less than the Guaranteed Issue Amount.
- 2) When return to Active Work occurs after the period specified in paragraph 1 above, the Employee will be considered a new employee and the requirements found in the Eligibility and Individual Effective Date Sections will apply.
- 3) When the Life Amount has been converted under the Conversion Privilege, Section 10, the Life Amount available for reinstatement under this policy will be reduced by the amount of coverage under the individual life insurance policy. In no event will the amount of coverage reinstated under this Section and the amount of coverage under the individual life insurance policy be greater than the Life Amount existing on the Employee's termination of employment.
- 4) Prior to applying for reinstatement, AUL must have received the required amount of premium timely.
- 5) The maximum amount of coverage reinstated will not exceed the maximum amount of coverage which would have been available had the Employee's coverage not terminated.

If reinstatement is requested for any reason other than returning to Active Work, medical underwriting and satisfactory Evidence of Insurability will be required prior to AUL's approval of coverage. The effective date of reinstatement will be the date determined by AUL in writing. Dependent Insurance cannot be reinstated without reinstatement of Personal Insurance.

Refer to the Employee Basic Schedule of Benefits to determine to which class(es) this Section applies. When applicable, the Employee Schedule of Benefits will indicate AD&D PRINCIPAL SUM.

SECTION 12 - ACCIDENTAL DEATH AND DISMEMBERMENT

DEFINITIONS

ACCIDENTAL DEATH means death due to an accident, directly and independently of all other causes.

ADDITIONAL ACCIDENTAL DEATH BENEFITS mean the Seat Belt Benefit, the Air Bag Benefit, the Repatriation Benefit, the Child Higher Education Benefit and the Child Care Benefit. The total of the Additional Accidental Death Benefits payable will not exceed 100% of an Employee's AD&D Principal Sum shown in the Schedule of Benefits.

ACCIDENTAL DISMEMBERMENT means loss of sight, speech or hearing or severance of a body member, Loss of Use of a limb of the body, or Severe Burn due to an accident, directly and independently of all other causes.

AIR BAG means an inflatable restraint device that is activated in an Automobile accident and

- 1) was installed by the Automobile manufacturer;
- 2) is not altered after the original installation by the Automobile manufacturer;
- 3) is functioning properly; and
- 4) complies with Federal Motor Vehicle Safety Standard Number 208 (49 C.F.R. Section 571.208) for the make, model and year of the Automobile.

AUTOMOBILE means a motor vehicle properly registered with local authorities and permitted under applicable laws for use on highways.

CHILD - see SECTION 2, DEFINITIONS.

LOSS OF SIGHT means total, permanent blindness.

LOSS OF SPEECH means total, permanent and irrecoverable loss of vocal communication.

LOSS OF HEARING means total, permanent deafness in both ears which cannot be restored by any means.

LOSS OF HAND means complete severance of the hand through or above the wrist.

LOSS OF THUMB AND INDEX FINGER means complete severance of both the thumb and index finger at or above the metacarpophalangeal joints on the same hand.

LOSS OF FOOT means complete severance of the foot through or above the ankle.

LOSS OF USE OF UPPER AND LOWER LIMBS OF THE BODY means a total, permanent and irrecoverable loss of voluntary movement of the upper and lower limbs of the body which has continued for 12 continuous months.

LOSS OF USE OF BOTH LOWER LIMBS OF THE BODY means a total, permanent and irrecoverable loss of voluntary movement of both lower limbs of the body which has continued for 12 continuous months.

LOSS OF USE OF UPPER AND LOWER LIMBS ON ONE SIDE OF THE BODY means a total, permanent and irrecoverable loss of voluntary movement of the upper and lower limbs on one side of the body which has continued for 12 continuous months.

SECTION 12 - ACCIDENTAL DEATH AND DISMEMBERMENT

Continued

LOSS OF USE OF ONE LIMB OF THE BODY means a total, permanent and irrecoverable loss of voluntary movement of one limb of the body which has continued for 12 continuous months.

HEMIPLEGIA means the total, permanent and irrecoverable paralysis of the upper and lower limbs on the same side of the body which has continued for 12 continuous months.

MONOPLLEGIA means the total, permanent and irrecoverable paralysis of one limb of the body which has continued for 12 continuous months.

PARAPLEGIA means the total, permanent and irrecoverable paralysis of both lower limbs of the body which has continued for 12 continuous months.

QUADRIPLEGIA means the total, permanent and irrecoverable paralysis of both upper and lower limbs of the body which has continued for 12 continuous months.

SEAT BELT means a properly installed safety belt meeting the standards stated in the Federal Motor Vehicle Safety Standard Number 208 (49 C.F.R. Section 571.208) for the make, model, and year of the Automobile.

SEVERE BURNS means third-degree burns on at least fifty percent of the body.

SECTION 12 - ACCIDENTAL DEATH AND DISMEMBERMENT

Continued

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If an Employee has an accident while insured under this policy which results in a loss or condition shown below, AUL will pay the amount shown opposite the loss or condition if:

- 1) the loss or condition occurs within 365 days from the date of the accident; and
- 2) AUL receives acceptable proof of loss or condition.

FOR ACCIDENTAL LOSS OF	AMOUNT PAYABLE
Life	AD&D Principal Sum
Both Hands or Both Feet or Sight of Both Eyes	AD&D Principal Sum
Speech and Hearing	AD&D Principal Sum
One Hand and One Foot	AD&D Principal Sum
One Hand and Sight of One Eye	AD&D Principal Sum
One Foot and Sight of One Eye	AD&D Principal Sum
Sight of One Eye	One-half of the AD&D Principal Sum
One Hand or One Foot	One-half of the AD&D Principal Sum
Speech or Hearing	One-half of the AD&D Principal Sum
Thumb and Index Finger	One-quarter of the AD&D Principal Sum
FOR CONDITIONS OF	
Quadriplegia or Loss of Use of Upper and Lower Limbs of the Body	AD&D Principal Sum
Paraplegia or Loss of Use of Both Lower Limbs of the Body	One-half of the AD&D Principal Sum
Hemiplegia or Loss of Use of Upper and Lower Limbs on the Same Side of the Body	One-half of the AD&D Principal Sum
Monoplegia or Loss of Use of One Limb of the Body	One-quarter of the AD&D Principal Sum
Severe Burns	AD&D Principal Sum

The AD&D Principal Sum is shown in the Schedule of Benefits.

AUL will only pay a benefit for either paralysis or loss of a limb, but not a benefit for both.

The total amount payable will never exceed the AD&D Principal Sum for all losses or conditions sustained by the Employee. The amount payable for loss of life is paid according to Payment of Death Benefits, Section 15. Amounts payable for other losses are paid to the Employee.

SECTION 12 - ACCIDENTAL DEATH AND DISMEMBERMENT

Continued

LIMITATIONS

Benefits are not payable for loss due directly or indirectly to:

- 1) suicide or attempted suicide, whether sane or insane;
- 2) air travel as a crew member;
- 3) participation in a riot or from war or an act of war in the performance of military service, whether declared or undeclared;
- 4) caused or contributed to by the insured's commission of or attempt to commit a criminal act under relevant state law;
- 5) the voluntary taking of:
 - a) a prescription drug in a manner other than as prescribed by a Physician;
 - b) any other federally- or state-regulated substance in an unlawful manner;
 - c) non-prescription medicine, in a manner other than as indicated in the printed instructions; or
 - d) poison;
- 6) the voluntary inhaling of gas (unless due to occupational accident);
- 7) Sickness other than infection occurring as a result of accidental injury;
- 8) voluntary use of alcohol resulting in intoxication above the legal limit;
- 9) voluntary use of a hallucinogen or substance causing intoxication;
- 10) operating a vehicle while intoxicated above the legal limit or while under the influence of hallucinogen or substance causing intoxication;
- 11) violation of traffic laws other than an infraction, racing, stunt-driving, or engaging in other similar activity during the accident; or
- 12) participation in hang-gliding, bungee jumping, skydiving, rock climbing or mountain climbing.

Notice and Proof of Injury/Accidental Death: AUL's Home Office must receive written notice of the injury/Accidental Death on which the claim is based within 31 days of the date of the accident. AUL's Home Office must receive acceptable proof of loss within 90 days after the date of the loss. Acceptable proof of loss must be furnished as follows:

- 1) A certified death certificate;
- 2) A complete and accurate AUL death claim form and if available, a copy of the police, autopsy, and medical reports related to the death;
- 3) A statement by the Group Policyholder certifying the amount of coverage existing on the date of loss; and
- 4) At AUL's option, other documents or information as needed to investigate the loss and determine whether or not benefits are payable under this policy.

The employer has been provided with claim forms for filing notice of injury, however, within fifteen (15) days of request AUL will provide claim forms to the Employee. If, for any reason, these forms are not furnished within fifteen (15) days, the Employee should submit a written statement covering the occurrence, the character and the extent of the loss for which the claim is made.

AUL has the right to examine the Employee:

- 1) as often as necessary;
- 2) at AUL's expense; and
- 3) by a medical professional of AUL's choice.

SECTION 12 - ACCIDENTAL DEATH AND DISMEMBERMENT

Continued

TERMINATION OF ACCIDENTAL DEATH and DISMEMBERMENT BENEFIT

Accidental Death and Dismemberment coverage for the Employee will terminate as outlined in Section 9, Individual Terminations.

The Group Policyholder may terminate the insurance under this Section at the end of any Coverage Month by giving AUL 31 days prior written notice.

AUL may terminate the insurance under this Section at the end of any Coverage Month by giving 31 days prior notice to the Group Policyholder.

AUL WILL STILL BE LIABLE FOR PAYMENT OF VALID CLAIMS INCURRED BEFORE THE TERMINATION DATE.

THIS COVERAGE AND ANY BENEFITS UNDER THIS SECTION ARE NOT AVAILABLE DURING THE CONVERSION APPLICATION PERIOD, DURING THE ELIMINATION PERIOD, OR WHILE ELIGIBLE FOR BENEFITS UNDER THE WAIVER OF PREMIUM PROVISIONS.

SECTION 12 - ACCIDENTAL DEATH AND DISMEMBERMENT

Continued

EXPOSURE

If an Employee is unavoidably exposed to heat or cold as a direct result of a covered accident, and as a direct result of the exposure, the Employee suffers a loss for which benefits would be payable under this Section, an AD&D benefit will be paid. Any loss associated with exposure to heat or cold must occur within 365 days of the accident.

The total amount payable will never exceed the AD&D Principal Sum for all losses sustained by the Employee.

This provision is subject to the further limitations and provisions of this Section 12.

DISAPPEARANCE

If an Employee is an occupant in a vessel, vehicle, or plane at the time of accidental destruction, sinking, or disappearance of the vessel, vehicle, or plane and the Employee's body cannot be found within one year of the date of the accidental destruction, sinking, or disappearance, the Employee will be presumed to have died. AUL will only presume Accidental Death if:

- 1) there is no evidence to the contrary;
- 2) there is a determination by the appropriate governmental authorities or court issuing a valid and legally binding determination that the Employee has died;
- 3) a certified copy of the governmental authority findings or court order is provided to AUL; and
- 4) benefits would have been paid assuming a death certificate could have been issued if the body was recovered.

If the Employee is later determined not to have died following AUL's payment of any benefits under this Policy, the individuals and entities which received any portion of the amounts paid by AUL will immediately return all amounts received upon receiving information indicating the Employee is alive.

If the Employee is later located after AUL has paid an Accidental Death benefit, any other benefit that may be payable under this policy will be reduced by the amount of any benefit already paid.

Coverage under this Policy must exist with AUL at the time of Accidental Death. The total amount payable will not exceed the AD&D Principal Sum. This provision is subject to further limitations and provisions of Section 12.

Refer to the Employee Basic Schedule of Benefits to determine to which class(es) this page applies. When applicable, the Employee Schedule of Benefits will indicate ACCIDENTAL DEATH SEAT BELT BENEFIT is Included.

SECTION 12 - ACCIDENTAL DEATH AND DISMEMBERMENT
SECTION 12A - SEAT BELT BENEFIT

SEAT BELT BENEFIT

AUL will pay an Additional Accidental Death Benefit if the Employee dies as a result of a non-occupational Automobile accident while the Employee is properly wearing a Seat Belt at the time of the accident. The following rules apply:

- 1) The Seat Belt Benefit equals the lesser of:
 - a) 10% of the Employee's AD&D Principal Sum shown in the Schedule of Benefits; or
 - b) \$25,000.
- 2) AUL must receive satisfactory written proof that the Employee's death resulted from an Automobile accident and that the Employee was properly wearing a Seat Belt at the time of the accident. A copy of all police reports must be submitted with the claim, and must show conclusively the Seat Belt was properly worn.
- 3) This benefit will not be paid if the Employee, while operating the Automobile, was legally intoxicated as defined by applicable laws, violating traffic laws other than an infraction, racing, stunt-driving, or engaging in other similar activity during the accident.

In no event will the total of all Additional Accidental Death Benefits payable exceed 100% of an Employee's AD&D Principal Sum.

In addition to the above limitations, this benefit is subject to the further limitations and provisions of this Section 12.

Refer to the Employee Basic Schedule of Benefits to determine to which class(es) this page applies. When applicable, the Employee Schedule of Benefits will indicate ACCIDENTAL DEATH AIR BAG BENEFIT is Included.

**SECTION 12 - ACCIDENTAL DEATH AND DISMEMBERMENT
SECTION 12B - AIR BAG BENEFIT**

AIR BAG BENEFIT

AUL will pay an Additional Accidental Death Benefit if the Employee dies as a result of a non-occupational Automobile accident while the Employee is properly wearing a Seat Belt at the time of the accident and the Air Bag deployed properly at the time of the accident. The following rules apply:

- 1) The Air Bag Benefit equals the lesser of:
 - a) 10% of the Employee's AD&D Principal Sum shown in the Schedule of Benefits; or
 - b) \$5,000.
- 2) AUL must receive satisfactory written proof that the Employee's death resulted from an Automobile accident and that the Employee was properly wearing a Seat Belt at the time of the accident, the Employee was positioned in a seat that is designed to be protected by an Air Bag, and that the Air Bag deployed at the time of the accident. A copy of all police reports must be submitted with the claim, and must show conclusively the Air Bag inflated properly at the time of the accident.
- 3) This benefit will not be paid if the Employee, while operating the Automobile, was legally intoxicated as defined by applicable laws, violating traffic laws other than an infraction, racing, stunt-driving, or engaging in other similar activity during the accident.

In no event will the total of all Additional Accidental Death Benefits payable exceed 100% of an Employee's AD&D Principal Sum.

In addition to the above limitations, this benefit is subject to the further limitations and provisions of this Section 12.

Refer to the Employee Basic Schedule of Benefits to determine to which class(es) this page applies. When applicable, the Employee Schedule of Benefits will indicate ACCIDENTAL DEATH REPATRIATION BENEFIT is Included.

**SECTION 12 - ACCIDENTAL DEATH AND DISMEMBERMENT
SECTION 12C - REPATRIATION BENEFIT**

DEFINITIONS

REASONABLE EXPENSES means usual and customary fees or charges assessed in the marketplace for the services performed.

REPATRIATION BENEFIT

AUL will pay an Additional Accidental Death Benefit if the Employee dies either greater than 200 miles away from his principal place of residence or is outside of the country at the time of Accidental Death. The following rules apply:

- 1) The Repatriation Benefit equals the lesser of:
 - a) Reasonable Expenses for transportation of the Employee's body to a funeral home or mortuary near the Employee's principal place of residence;
 - b) \$5,000; or
 - c) 10% of the Employee's AD&D Principal Sum shown in the Schedule of Benefits.
- 2) AUL must receive satisfactory written proof documenting the location of the Employee's Accidental Death. Any Repatriation Benefit will be paid following receipt that reasonable transportation expenses were paid.
- 3) Only one Repatriation Benefit will be paid to the beneficiary who has paid the cost for any covered expenses, regardless of any additional coverages for which the Employee may be insured with AUL.
- 4) Acceptable written proof and documentation of the reasonable transportation expenses paid must be received by AUL within 12 months of Accidental Death.

In no event will the total of the Additional Accidental Death Benefits payable exceed 100% of an Employee's AD&D Principal Sum.

In addition to the above limitations, this benefit is subject to the further limitations and provisions of this Section 12.

Refer to the Employee Basic Schedule of Benefits to determine to which class(es) this page applies. When applicable, the Employee Schedule of Benefits will indicate ACCIDENTAL DEATH CHILD HIGHER EDUCATION EXPENSE BENEFIT is Included.

SECTION 12 - ACCIDENTAL DEATH AND DISMEMBERMENT
SECTION 12D - CHILD HIGHER EDUCATION BENEFIT

DEFINITIONS

ACADEMIC YEAR means the annual period of educational sessions of an accredited post-secondary educational institution.

ELIGIBLE STUDENT under this Section means the Employee's unmarried Child under age 25, who on the date of the Employee's Accidental Death:

- 1) is enrolled in and is attending an accredited post-secondary educational institution on a full-time basis; or
- 2) is at the 12th grade level and enrolls and attends an accredited post-secondary educational institution within 16 months from the date of the Employee's death; and
- 3) is dependent upon the Employee for principal support and is claimed as a dependent on the Employee's federal income tax return.

EDUCATION EXPENSES means tuition that is assessed by the accredited post secondary educational institution and is required to be paid in order for the Child to be classified as a full time student.

CHILD HIGHER EDUCATION BENEFIT

AUL will pay an Additional Accidental Death Benefit subject to the following rules:

- 1) The Child Higher Education Benefit payment will be no more than \$4,000 for each Eligible Student per Academic Year for Education Expenses. The cumulative benefit payments for all eligible students will not exceed the lesser of:
 - a) \$20,000; or
 - b) 10% of the Employee's AD&D Principal Sum Insurance shown in the Schedule of Benefits.
- 2) The Child Higher Education Benefit will be paid:
 - a) for Education Expenses that are incurred and paid after the Employee's Accidental Death;
 - b) once annually at the conclusion of the Academic Year;
 - c) not for more than 5 consecutive years after the date of the Employee's Accidental Death;
 - d) until such date that the Child no longer satisfies eligibility requirements under this policy or the accredited post-secondary educational institution;
 - e) following AUL's receipt of documentation showing proof of paying Education Expenses, the Child Higher Education Benefit will be paid to any named beneficiary who paid Education Expenses; and
 - f) in direct proportion to the amount of Education Expenses paid by each named beneficiary.
- 3) If there is no Eligible Student, no Child Higher Education Benefit will be paid.
- 4) Child Higher Education Benefits will only be paid based on enrollment in one accredited post-secondary educational institution.
- 5) No annual Child Higher Education Benefits will be paid beyond the date this policy terminates. If this policy terminates within 60 days of the end of the current Academic Year, a final Child Higher Education Benefit will be paid when eligible.

In no event will the total of the Additional Accidental Death Benefits payable exceed 100% of an Employee's AD&D Principal Sum.

In addition to the above limitations, this benefit is subject to the further limitations and provisions of this Section.

Refer to the Employee Basic Schedule of Benefits to determine to which class(es) this page applies. When applicable, the Employee Schedule of Benefits will indicate ACCIDENTAL DEATH CHILD CARE BENEFIT is Included.

SECTION 12 - ACCIDENTAL DEATH AND DISMEMBERMENT
SECTION 12E - CHILD CARE BENEFIT

DEFINITIONS

CHILD CARE EXPENSES mean any reasonable and customary weekly or monthly child-care fees assessed by a Child Care Facility.

CHILD CARE FACILITY means a properly state-licensed child-care center not owned or operated by a member of the Child's Family.

ELIGIBLE CHILD(REN) means the Employee's Child(ren) under the age of 13.

FAMILY means any parent, stepparent, grandparent, brother, sister, uncle or aunt.

CHILD CARE BENEFIT

AUL will pay an Additional Accidental Death Benefit subject to the following rules:

- 1) The Child Care Benefit applies to each Eligible Child enrolled in a Child Care Facility on the date of the Employee's Accidental Death or subsequently enrolls in a Child Care Facility within 12 months of the Employee's Accidental Death.
- 2) Only Child Care Expenses incurred and paid after the Employee's Accidental Death will be paid.
- 3) No more than \$4,000 will be paid for each Eligible Child per calendar year for Child Care expenses. The cumulative benefit payments for all Eligible Children will not exceed the lesser of:
 - a) \$20,000, or
 - b) 10% of the Employee's AD&D Principal Sum shown in the Schedule of Benefits
- 4) The Child Care Benefit will be paid once per year at the completion of the calendar year to the earlier of the following:
 - a) the date the Child no longer satisfies eligibility requirements;
 - b) the date the Child attains age 13; or
 - c) 5 consecutive years after the date of the Employee's Accidental Death.
- 5) If there is no Eligible Child, no Child Care Benefit will be paid.
- 6) Following AUL's receipt of documentation showing proof of paying Child Care Expenses, the Child Care Benefit will be paid to any named beneficiary who paid Child Care Expenses, and in proportion to the amount of Child Care Expenses paid by each named beneficiary.
- 7) No Child Care Benefit will be paid beyond the date this policy terminates. If this policy terminates within 60 days of the end of the calendar year, a final Child Care Benefit will be paid when eligible.

In no event will the total of all Additional Accidental Death Benefits payable exceed 100% of an Employee's AD&D Principal Sum.

In addition to the above limitations, this benefit is subject to the further limitations and provisions of this Section 12.

Refer to the Employee Basic Schedule of Benefits to determine to which class(es) this Section applies. When applicable, the Employee Schedule of Benefits will indicate ACCELERATED LIFE BENEFIT is Included.

SECTION 13 - ACCELERATED LIFE BENEFIT

DEFINITION

TERMINAL CONDITION means an injury or Sickness that, despite appropriate medical care, is conclusively established to AUL will result in the Employee's death within 24 months from the date of claim.

ACCELERATED LIFE BENEFIT

If an Employee is Permanently and Totally Disabled and is diagnosed with a Terminal Condition and is eligible for benefits under this Section, the Employee may apply for payment of the Accelerated Life Benefit. AUL may require that the Employee be examined at AUL's expense by AUL's choice of Physician. The amount of Accelerated Life Benefit available is shown in the Schedule of Benefits, unless any portion of the Employee's Life Amount has already been paid. The amount of Accelerated Life Benefit available will then be based on the amount remaining after payment of any portion of the Life Amount. Benefits will be paid in one lump sum to the Employee.

At the time of payment AUL will send a statement to the Employee specifying:

- 1) the amount of benefits paid;
- 2) the effect of the Accelerated Life Benefit payment on the death benefit, on the face amount, and on the future premiums.

CONDITIONS

To be eligible to apply for the Accelerated Life Benefit:

- 1) the Employee must have Personal Insurance;
- 2) the Employee must be determined by AUL to be Permanently and Totally Disabled from any occupation;
- 3) the Employee must be under age 60;
- 4) the Employee must be diagnosed by a Physician with a Terminal Condition while eligible for benefits under this Section;
- 5) an Employee who is subject to laws of a community property state obtains the spouse's written consent for payment to the Employee of the Accelerated Life Benefit; and
- 6) the Employee can receive an Accelerated Life Benefit only once.

PROOF REQUIRED FOR THE ACCELERATED BENEFIT

Proof is a completed claim form and other information AUL requires in order to determine whether benefits are owed under this Section. AUL may require that the Employee be examined by a Physician selected by AUL and at AUL's expense. If AUL requires that the Employee be examined and AUL's physician and the Employee's physician disagree on the diagnosis of a Terminal Condition, AUL shall obtain a third opinion at AUL's expense from a Physician mutually agreed upon by AUL and the Employee, and accept that Physician's diagnosis of a Terminal Condition.

LIMITATIONS

An Accelerated Life Benefit will not be paid if:

- 1) the Employee has named an irrevocable Beneficiary or made an assignment of his Life Amount;
- 2) all or a portion of the Employee's Life Amount is to be paid to another person or entity pursuant to a valid court order;
- 3) the Employee's coverage terminates; or
- 4) this policy terminates.

SECTION 13 - ACCELERATED LIFE BENEFIT

Continued

After payment of an Accelerated Life Benefit, the Employee's Life Amount payable at death to the Employee's Beneficiary equals:

- 1) the Employee's Life Amount as if an Accelerated Life Benefit payment had not been made, minus
- 2) the amount of the Accelerated Life Benefit paid, minus
- 3) the interest charge.

The interest charge equals the Accelerated Life Benefit amount, times the number of days from the date of payment to the Employee's date of death divided by 365, times the interest rate. The interest rate will be based on the current 90-day Treasury bill rate existing on the date of payment of the Accelerated Life Benefit.

NOTE: The Employee's Accidental Death and Dismemberment Insurance, if any, terminated upon approval of the Waiver of Premium benefit.

The required amount of premiums must continue to be received by AUL on the original Life Amount, unless premiums have ceased due to coverage under the Waiver of Premium benefit of this policy.

The AD&D Principal Sum, if any, will not be reduced by payment of the Accelerated Life Benefit.

The following information is used for illustrative purposes only:

Example: Life insurance in force = \$100,000*
Date of receipt of proof of terminal condition = 10/31/05
Date of payment of Accelerated Life Benefit = 11/1/05
Date of death = 2/15/06
Interest rate** = 3.5%

1. Amount of Accelerated Life Benefit = $.50 \times \$100,000 = \$50,000$
2. Interest Charge = $\$50,000 \times (106 \text{ days} / 365 \text{ days}) \times .035 = \508.22
3. Death Benefit Payable = $\$100,000 - \$50,000 - \$508.22 = \$49,491.78$

*The Employee's Life Insurance amount is shown in the Schedule of Benefits in the Employee's insurance certificate.

**The interest rate is equal to the 90-day Treasury bill rate on the date of the Accelerated Life Benefit payment.

NOTE: The Accelerated Life Benefit offered under this policy is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the Accelerated Life Benefit qualifies for such favorable tax treatment, the benefit will be excludable from the Employee's income and not subject to federal taxation. The laws relating to Accelerated Life Benefits are complex. Employees are advised to consult with a qualified tax advisor about circumstances under which they could receive an Accelerated Life Benefit excludable under federal law. Eligibility for Public Assistance: Receipt of an Accelerated Life Benefit may affect the Employee's, their Dependent spouse's, or their family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. Employees are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect the Employee's, their Dependent spouse's, and their family's eligibility for public assistance.

SECTION 15 - PAYMENT OF DEATH BENEFITS

If an Employee dies while insured under this policy, AUL will pay the benefits owed under this policy to the Beneficiary:

- 1) no later than two (2) months upon timely receipt of acceptable proof of death and proof of the right of the claimant to the proceeds; and
- 2) subject to all other provisions of this policy and to the Employee's dated and signed designation.

The following Sections describe the manner in which death benefits are paid.

SECTION 16 - NAMING OF BENEFICIARY

BENEFICIARY means the individual, individuals or entity named by the Employee to receive his Life Amount.

Unless this policy provides otherwise, AUL will pay benefits according to the Employee's Beneficiary designation.

When an Employee applies for coverage he should on an AUL-approved form:

- 1) designate the name of one or more Beneficiaries;
- 2) classify the Beneficiaries by order of preference, either primary or contingent; and
- 3) indicate distribution of the proceeds among members of the class of Beneficiaries.

If more than one primary Beneficiary is listed and no distributive share is indicated, then all primary Beneficiaries will share equally. If no primary Beneficiaries outlive the Employee and there is no distributive share indicated among the contingent Beneficiaries, then all contingent Beneficiaries will share equally.

If this policy replaces insurance coverage of another carrier, AUL may, upon written request of the Group Policyholder, recognize Beneficiary designations in effect under the prior coverage as effective until a new designation is made with AUL, provided that prior designations are in a form acceptable to AUL and the Group Policyholder receives AUL's written approval of the form.

CHANGING A BENEFICIARY

The Employee may change a Beneficiary at any time by written request. The request must be completed, signed, dated and filed through the Group Policyholder.

AUL may recognize a beneficiary change as of the date the form was signed by the Employee even if the Employee is not alive when AUL receives it. However, AUL is not liable if benefits are paid according to the previous designation before AUL receives the change. If the Employee applies for an individual life insurance conversion policy under Section 10, Conversion Privilege and names a new Beneficiary, AUL will use any beneficiary designated in that application when determining which beneficiary to pay.

AUL reserves the right to require that any Beneficiary designation be acceptable to it and be made pursuant to applicable laws.

SECTION 17 - THE DEATH CLAIM

If the Employee dies while insured under this policy, proof of death should be furnished as soon as possible. The claim may still be considered if it can be shown that timely submission of the claim was not possible due to events beyond the control of the beneficiary, but will not be considered after the applicable statute of limitations has passed.

Proof of death must include:

- 1) a certified death certificate; and
- 2) a completed claim form.

AUL, at its option, may also require:

- 1) return of the Employee's insurance certificate;
- 2) submission of pertinent medical records, including an autopsy report;
- 3) police reports; or
- 4) any other documents AUL may deem reasonably necessary to determine what benefits and to who benefits are owed.

If the cause of death cannot be clearly established by other means, AUL reserves the right to have a medical examination performed on a deceased Employee. The examination will be performed:

- 1) at AUL's expense; and
- 2) by a Physician of AUL's choice.

If this policy is no longer in force, proof furnished more than two (2) years from the date of loss must also include:

- 1) proof of employment at death; and
- 2) proof of coverage under this policy at death.

SECTION 18 - DETERMINATION OF BENEFICIARY

Once acceptable proof of death is received, AUL will determine the Beneficiaries or payees in the following order:

- 1) If more than one primary Beneficiary is listed and no distributive share is indicated, then all primary Beneficiaries will share equally.
- 2) If no primary Beneficiaries outlive the Employee and there is no distributive share indicated among contingent Beneficiaries, then all contingent Beneficiaries will share equally.
- 3) If no named Beneficiaries outlive the Employee or none were named, then at AUL's option, a surviving relative. Relatives will be considered in descending order of preference as follows:
 - a) spouse;
 - b) natural and adopted child(ren);
 - c) parent(s); or
 - d) brother(s) and sister(s).
- 4) If the Employee's estate is not substantial and there are no statutory requirements to the contrary, at AUL's option, benefits may be paid to the closest surviving heir(s) under applicable small estate laws.
- 5) If no named Beneficiaries outlive the Employee or none were named, then at AUL's option, the Employee's estate.

AUL may, at its option, pay the proceeds in an amount up to \$250 to any individual appearing to AUL to be legally entitled to payment by reason of having paid funeral or other burial expenses related to the death of the Employee.

In the event the Employee and his Dependents should die simultaneously or if there is no clear evidence as to which individual died first, it shall be presumed that the Dependents should have predeceased the Employee.

If any Beneficiary dies within 15 days after Employee's death, the Beneficiary will be treated as having died before the Employee. This provision does not apply to any payment mailed to such Beneficiary during the 15 days following the Employee's death, and any payment made in good faith shall fully discharge AUL.

SECTION 19 - SELECTION OF PAYMENT METHOD

The proceeds will be paid in a lump sum unless another payment method is selected or changed by giving written notice to AUL prior to the Employee's death. If no payment method is in effect at death, the payee may select a payment method. For information concerning payment method options, the Employee or payee should contact AUL.

Benefits will be paid only if AUL decides in its discretion the person is entitled to them and after AUL approves the payment method. Any person who becomes entitled to receive any portion of the proceeds under this policy shall be entitled to receive payment of interest if any payment is not received by such person within 30 days after the event giving rise to the obligation and after all requested information is received by AUL. Interest payable shall be calculated at an annual rate after all requested information is received by AUL. The rate of interest payable shall be the lesser of 3% or that rate, as determined from time to time by AUL, applicable to proceeds of life insurance left on deposit with AUL and subject to withdrawal on demand. For the purposes of this section, payment shall be deemed to have been received by the person when deposited by AUL in United States mail, postage prepaid, and directed to the person's last known address or the Group Policyholder's address shown in AUL's records.

Other than lump sum payment, AUL reserves the right to specify the minimum periodic payment when a method is to become effective.

SECTION 21 - GENERAL POLICY PROVISIONS

ENTIRE CONTRACT: This policy, the enrollment forms of the individuals, the application of the Group Policyholder, and any amendments made from time to time constitute the entire contract between the parties. A copy of the application of the Group Policyholder will be attached to this policy when issued.

AMENDMENT and CHANGES: This policy may be amended by mutual agreement between the Group Policyholder and AUL but without prejudice to any valid claim incurred prior to the effective date of the amendment. This policy may be changed or corrected by AUL at any time. However, no change in this policy will be valid unless written notice is provided by AUL containing the signature of its Chief Executive Officer or Secretary. No other person can alter or waive the conditions of this policy or make any agreement that shall be binding upon AUL. No agent may or has the authority to waive, alter or change any terms and conditions of this policy or coverage.

INCONTESTABILITY: The validity of any coverage under this policy may not be contested, except for nonpayment of premiums, after the policy has been in force for two years after its date of issue, no statement made by Group Policyholder or an Employee or a Dependent relating to his insurability may be used in contesting the validity of the insurance with respect to which the statement was made, unless: (1) the insurance has not been in force before the contest for a period of two years or longer from the date the insurance was issued during the insured's lifetime; and (2) the statement is contained in a written instrument signed by the Group Policyholder or the Employee or the Dependent making the statement. All statements made by the Group Policyholder or by the Employees or Dependents insured are to be deemed representations and not warranties, no statement made by any person insured may be used in any contest unless a copy of the instrument containing the statement is or has been furnished to the Employees or Dependents or, in the event of death or incapacity of the Employee or Dependent, to the Employee's or Dependent's beneficiary or personal representative.

If a reinstatement is contested for misrepresentation, no representation other than one causing the reinstatement may be used to contest the policy, any contest of the reinstatement may be for a material and fraudulent misrepresentation only and reinstatement may not be contested more than two (2) years after the effective date of the reinstatement; provided, this provision does not affect AUL's right to contest the policy for a representation respecting the initial policy issuance or a different reinstatement during the incontestable period applicable to such issuance or reinstatement. The Accidental Death Benefits are not subject to this provision.

INSURANCE FRAUD: AUL wants to ensure that its customers do not incur additional insurance costs as a result of the act of insurance fraud. AUL promises to focus on all means necessary to support fraud detection, investigation and prosecution.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

RELATIONSHIP: AUL and the Group Policyholder are, and will remain, independent contractors. Nothing in this policy shall be construed as making the parties joint ventures or as creating a relationship of employer and employee, master and servant, or principal and agent. Neither party has any power, right or authority to bind the other or to assume or create any obligation or responsibility on behalf of the other. AUL and the Group Policyholder each retain exclusive control of their time and methods to perform their respective duties. AUL and the Group Policyholder will employ, pay and supervise their own employees and pay their own expenses during the term of this policy.

SECTION 21 - GENERAL POLICY PROVISIONS

Continued

GRACE PERIOD: Premiums are due monthly and must be received by AUL within the required time frame for coverage to remain in force. The Employee is entitled to a grace period of 31 calendar days for the payment of any premium due except the first. During the grace period, the insurance coverage shall continue in force, unless AUL has received written notice of termination in advance of date of termination and in accordance with the terms of the policy. Group Policyholder is liable to AUL for the payment of a pro rata premium for the time the policy was in force during the grace period. If the required amount of premium is not received by the end of the grace period, the insurance will terminate as of the last day of coverage for which premium was paid.

LEGAL ACTION: No legal action may be brought to obtain benefits under this policy:

- 1) for at least 60 days after proof of loss has been furnished; or
- 2) after three (3) years from the time written proof of loss is required to have been furnished to AUL.

CONFORMITY WITH STATE LAWS: Any provision of this policy in conflict with the laws of the state in which it is delivered is amended to conform to the minimum requirements of those laws.

DATA AND RECORDS: The Group Policyholder must furnish information which AUL reasonably requires. The Group Policyholder's documents which may have a bearing on the insurance shall be open for inspection by AUL at all reasonable times.

GENDER PRONOUNS: Whenever the male pronoun is used, it shall also mean the female.

CERTIFICATES: Individual certificates, which describe the insurance coverage of this policy, will be furnished by AUL to the Group Policyholder for distribution to eligible insureds pursuant to AUL's written guidelines.

If there is any discrepancy between the provisions of any certificate and the provisions of this policy, the provisions of this policy will govern.

ASSIGNMENT: A Group Policyholder may not assign any benefits or rights under this policy without first receiving AUL's written approval. An Employee may make an absolute assignment of all benefits and rights of his coverage. Any coverage is assignable to the extent permitted by law except that no collateral assignment is permitted. No assignment is binding unless filed with AUL in a form acceptable to it. AUL assumes no responsibility for the validity or effect of any assignment.

CLAIMS OF CREDITORS: The benefits paid under this policy will be exempt from the claims of creditors to the maximum extent permitted by law.

SECTION 21 - GENERAL POLICY PROVISIONS

Continued

CLERICAL ERROR: Clerical error on the part of the Group Policyholder or AUL will not invalidate insurance otherwise in force or continue insurance otherwise validly terminated. Upon discovery of an error, an equitable adjustment will be made in the premiums and/or benefits, if appropriate.

MISSTATEMENT OF AGE: If the age of an Employee or Dependent has been misstated, the benefits will be payable based on the true facts. Premium adjustment will be made so that AUL will receive the actual premium required based on the true facts. Any adjustment of benefits due to the correction of age will also be made.

ERISA APPEAL GUIDELINES WHEN POLICY IS GOVERNED BY ERISA: If a claimant wishes to appeal AUL's decision, claimants are allowed 60 days following receipt of a notification of an adverse benefit determination within which to appeal the determination. Claimants are allowed the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits. The claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits. Whether a document, record, or other information is relevant to a claim for benefits shall be determined by reference to paragraph (m)(8) of 29 C.F.R. Section 2560.503-1. AUL's review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. A claimant has a right to obtain the information about any voluntary appeal procedures offered by the plan described in paragraph (c)(3)(iv) of 29 C.F.R. Section 2560.503-1 and has a right to bring an action under section 502(a) of ERISA. A final determination will be provided pursuant to 29 C.F.R. Section 2560.503-1.

SECTION 22 - PREMIUM PAYMENT

Each premium is payable by the Group Policyholder to AUL on or before its due date. Upon the request of the Group Policyholder and the written consent of AUL, the premium due date may be changed. Payment of any premium does not maintain the insurance in force beyond the end of the period for which the premium has been paid or after the policy has terminated except as provided under the Grace Period provision. The policy is renewable at the option of AUL only.

AUL reserves the right to change premium rates on:

- 1) any date after this policy has been in effect for 3 years by giving written notice to the Group Policyholder at least 60 days before the date the change is to become effective;
- 2) any date the benefit or eligibility provisions of this policy are changed;
- 3) any date the number of Employees changes by 25% or more;
- 4) any date an Insured Unit is added to this policy; or
- 5) any date on which AUL learns any information provided by the Group Policyholder prior to and after the date of the application for insurance was not true or accurate and would have changed any coverage, changed the premium rates, and/or would have required further evaluation by AUL prior to AUL's issuance of the policy.

Not later than the 61st calendar day before the date on which a premium rate increase takes effect on this policy, AUL will give written notice to the Group Policyholder of: (1) the amount of the increase; and (2) the date on which the increase is to take effect. The notice will be based on coverage in effect on the date of the notice. AUL will not be prevented, at the request of the Group Policyholder, from negotiating a change in benefits or rates after delivery of the notice required by this section. A Group Policyholder entitled to notice will not be required to respond to AUL to renew the policy or take other action relating to the renewal or extension of the policy before the 45th calendar day after the date the notice described under this section is given.

SECTION 24 - TERMINATION OF THE POLICY

The Group Policyholder may terminate this policy at the end of any Coverage Month by giving AUL at least 31 days prior written notice.

AUL may terminate this policy at the end of any Coverage Month by giving at least 31 days prior notice to the Group Policyholder.

AUL WILL STILL BE LIABLE FOR PAYMENT OF VALID CLAIMS INCURRED BEFORE THE TERMINATION DATE.

How you're protected if your life or health insurance company fails

The Texas Life and Health Insurance Guaranty Association protects you by paying your covered claims if your life or health insurance company is insolvent (can't pay its debts). **This notice summarizes your protections.**

The Association will pay your claims, with some exceptions required by law, if your company is licensed in Texas and a court has declared it insolvent. You must live in Texas when your company fails. If you don't live in Texas, you may still have some protections.

For each insolvent company, the Association will pay a person's claims only up to these dollar limits set by law:

Accident, accident and health, or health insurance (including HMOs):

- Up to \$500,000 for health benefit plans, with some exceptions.
- Up to \$300,000 for disability income benefits.
- Up to \$300,000 for long-term care insurance benefits.
- Up to \$200,000 for all other types of health insurance.

Life Insurance:

- Up to \$100,000 in net cash surrender or withdrawal value.
- Up to \$300,000 in death benefits.

Individual annuities: Up to \$250,000 in the present value of benefits, including cash surrender and net cash withdrawal values.

Other policy types: Limits for group policies, retirement plans and structured settlement annuities are in Chapter 463 of the Texas Insurance Code.

Individual aggregate limit: Up to \$300,000 per person, regardless of the number of policies or contracts. A limit of \$500,000 may apply for people with health benefit plans.

Parts of some policies might not be protected: For example, there is no protection for parts of a policy or contract that the insurance company doesn't guarantee, such as some additions to the value of variable life or annuity policies.

To learn more about the Association and your protections, contact: Texas Life and Health Insurance Guaranty Association 515 Congress Avenue, Suite 1875 Austin, TX 78701 (800) 982-6362 or www.txlifega.org	For questions about insurance, contact: Texas Department of Insurance P.O. Box 149104 Austin, TX 78714-9104 (800) 252-3439 or www.tdi.texas.gov
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Note: You're receiving this notice because Texas law requires your insurance company to send you a summary of your protections under the Texas Life and Health Insurance Guaranty Association Act (Insurance Code, Chapter 463). These protections apply to insolvencies that occur on or after September 1, 2019. **There may be other exceptions that aren't included in this notice.** When choosing an insurance company, you should not rely on the Association's coverage. Texas law prohibits companies and agents from using the Association as an inducement to buy insurance or HMO coverage.

Chapter 463 controls if there are differences between the law and this summary.