

**Group Life
Insurance Certificate**

Trilliant Networks, Inc.

IMPORTANT NOTICES

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

Arizona, Florida and Maryland residents:

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

Texas residents:

IMPORTANT NOTICE: To obtain information or make a complaint:

You may call Life Insurance Company of North America toll free telephone number for information or to make a complaint at: **1-800-547-5515**

You may also write to Life Insurance Company of North America at:

Cigna Consumer Advocacy
Attn: Meredith A. Long
25600 North Norterra Drive
Phoenix, AZ 85085-8201
Email: CGIConsumerAdvocacy@cigna.com
Fax: 646-706-4296

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) 475-1771
Web: www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact 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 teléfono gratuito de Life Insurance Company of North America's obtener información o para presentar una queja al: **1-800-547-5515**

Usted también puede escribir a Life Insurance Company of North America al:

Cigna Consumer Advocacy
Attn: Meredith A. Long
25600 North Norterra Drive
Phoenix, AZ 85085-8201
Email: CGIConsumerAdvocacy@cigna.com
Fax: 646-706-4296

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) 475-1007
Sitio web: www.tdi.texas.gov
Email: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, 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

TL-004426d

Washington Residents:

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

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

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

NOTICE

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

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

TL-004788

FOREWORD

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

The need for life insurance protection depends on individual circumstances and financial situations. A portion of the cost of this coverage is provided by your Employer. You may need to contribute to the remaining cost of coverage through payroll deduction so that your benefit program is more comprehensive and responsive to your needs.

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

Insurance benefits described in the following pages will apply to you if your Employer has made this coverage available to you at no cost or you have elected the benefit and authorized payroll deduction for the required premium.

LIFE INSURANCE COMPANY OF NORTH AMERICA

1601 CHESTNUT STREET

PHILADELPHIA, PA 19192-2235

(800) 732-1603 TDD (800) 336-2485

A STOCK INSURANCE COMPANY

**GROUP INSURANCE
CERTIFICATE**

We, the LIFE INSURANCE COMPANY OF NORTH AMERICA, have issued a Group Policy, SGM-607751, to TRUSTEE OF THE GROUP INSURANCE TRUST FOR EMPLOYERS IN THE SERVICES INDUSTRY on behalf of Trilliant Networks, Inc.

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

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

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

A handwritten signature in black ink, reading "Matthew G. Manders". The signature is written in a cursive, flowing style.

Matthew G. Manders, President

TABLE OF CONTENTS

SCHEDULE OF BENEFITS	1
WHO IS ELIGIBLE	5
WHEN COVERAGE BEGINS	6
WHEN COVERAGE ENDS	7
WHEN COVERAGE CONTINUES	8
LIFE INSURANCE BENEFITS.....	12
LIFE INSURANCE EXCLUSIONS	15
CLAIM PROVISIONS	15
ADMINISTRATIVE PROVISIONS	17
GENERAL PROVISIONS	18
DEFINITIONS.....	19
DOMESTIC PARTNER/CIVIL UNION PARTNER RIDER	22
STATE MODIFYING PROVISIONS AMENDMENT RIDER	28

SCHEDULE OF BENEFITS

Policy Effective Date: October 1, 2016

Policy Anniversary Date: October 1

Policy Number: SGM-607751

Class Definition

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

All active, Full-time Employees of the Employer who are United States citizens and permanent resident aliens regularly working a minimum of 30 hours per week in the United States, excluding those classified as CEO or Executives.

Your Eligibility Waiting Period

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

If you were hired on or before the Policy Effective Date:
No Waiting Period

If you were hired after the Policy Effective Date:
No Waiting Period

LIFE INSURANCE BENEFITS

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

Employee Benefits

Basic Benefit	1 times your Annual Compensation
Guaranteed Issue Amount:	the lesser of 1 times Annual Compensation or \$250,000
Maximum Benefit:	the lesser of 1 times Annual Compensation or \$250,000

The Benefit Amount, Guaranteed Issue Amount and Maximum Benefit will be rounded to the next higher \$1,000, if not already a multiple thereof.

Basic Terminal Illness Benefit	You can elect up to 75% of Basic Life Insurance Benefits in force on the date you are determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$187,500.
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Voluntary Benefit	An amount elected in units of \$10,000
Guaranteed Issue Amount:	the greater of a) or b) below: a) \$70,000, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	the lesser of 5 times Annual Compensation or \$300,000

The Maximum Benefit will be rounded to the next higher \$10,000, if not already a multiple thereof.

Voluntary Terminal Illness
Benefit

You can elect up to 75% of Voluntary Life Insurance Benefits in force on the date you are determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$225,000.

Age Based Reductions

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

Benefits reductions will be effective on the Policy Anniversary Date coinciding with or next following the Employee's attainment of age as specified in schedule above.

Spouse or Domestic Partner Benefits

Voluntary Benefit

Guaranteed Issue Amount:

An amount elected in units of \$5,000
the greater of a) or b) below:

a) \$25,000, or

b) an amount equal to the Life Insurance Benefit in effect on
the termination date of the Prior Plan

Maximum Benefit:

\$50,000

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

Terminal Illness Benefit

The insured can elect up to 75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

Dependent Child Benefits

Voluntary Benefit

Maximum Benefit:

An amount elected in units of \$5,000

\$10,000

The Maximum Benefit for a Dependent Child who is less than 6 months old is \$500.

All Dependent Child benefits are Guaranteed Issue.

Annual Enrollment Period

For Employees

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

For Spouses

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

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

TL-008025-1

Life Status Change

For Employees

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

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

For Spouses

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

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

TL-008030-1

Former Employee Benefits

Amount of Insurance

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

Any amount elected in excess of the Voluntary Life Insurance Benefits in effect on the date you no longer qualify as an Employee will be effective on the date the Insurance Company agrees in writing to insure you.

Maximum Benefit Period	To Age 70.
Terminal Illness Benefit	You can elect up to 75% of Life Insurance Benefits in force on the date you are determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$225,000.

Spouse or Domestic Partner of Former Employee Benefits

Amount of Insurance	<p>An amount elected subject to the Maximum Benefit amount for Voluntary Life Insurance Benefits available to a Spouse or Domestic Partner.</p> <p>Any amount elected in excess of the Voluntary Life Insurance Benefits in effect on the date your employment with the Employer ends will be effective on the date we agree in writing to insure him or her.</p>
Maximum Benefit Period	To Age 70.
Terminal Illness Benefit	The insured can elect up to 75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

Former Spouse or Domestic Partner Benefits

Amount of Insurance	<p>An amount elected subject to the Maximum Benefit amount for Voluntary Life Insurance Benefits available to a Spouse or Domestic Partner.</p> <p>Any amount elected in excess of the Voluntary Life Insurance Benefits in effect on the date he or she no longer qualifies as a Spouse or Domestic Partner will be effective on the date we agree in writing to insure him or her.</p>
Maximum Benefit Period	To Age 70
Terminal Illness Benefit	The insured can elect up to 75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

Former Dependent Child Benefits

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

TL-004774

WHO IS ELIGIBLE

Classes of Eligible Persons

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

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

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

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

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

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

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

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

Employee

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

If you have previously converted your insurance under the Policy, you will not become eligible until your converted policy is surrendered. This does not apply to any amount of insurance that was previously converted under the Policy due to a reduction in your Life Insurance Benefits based on age or a change in class unless those conditions no longer affect the amount of insurance available to you.

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

Spouse

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

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

Dependent Child

Your Dependent Child is eligible to be insured on the date you are eligible or the date the child becomes a Dependent Child, if later. You must be insured for Voluntary Life Insurance in order to elect dependent child coverage.

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

TL-004710-1

WHEN COVERAGE BEGINS

You, your Spouse and Dependent Children will be insured for an amount not to exceed the Guaranteed Issue Amount on the date you become eligible, if you are not required to contribute to the cost of this insurance.

You and your Spouse will be insured for an amount that exceeds the Guaranteed Issue Amount on the date we agree in writing to provide this coverage. We will require an eligible person to satisfy the Insurability Requirement before we agree to insure him or her.

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

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

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

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

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

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

If an eligible Spouse or Dependent Child is:

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

TL-004712

Takeover Provision

Special Terms Applicable to Previously Insured Employees Not in Active Service and Their Dependents

Coverage will not go into effect for you, or your Spouse and Dependent Children unless you are in Active Service on the date you would have first become eligible to be insured under this Policy.

However:

1. if you, and your Spouse or Dependent Children were insured under a Prior Plan on the date immediately prior to the date you would have first become eligible to be insured under this Policy and had satisfied the Active Service requirement, and
2. if you, your Spouse or Dependent Child die,
we agree to provide a Death Benefit only equal to the lesser of:
 - a. the amount due under this Policy (had you satisfied the Active Service requirement), or
 - b. the amount that would have been due under the Prior Plan had it remained in force.

The benefit amount will be reduced by any amount paid by the Prior Plan, or that would have been paid had this Policy not been issued and had timely filing of the claim been made under the Prior Plan.

These special terms will end on the earliest of the following dates:

1. the date you meet the Active Service requirements;
2. the date insurance terminates for one of the reasons stated in the Termination of Insurance provision;
3. 12 months after the date you first become eligible under this Policy; or
4. the last day you, your Spouse or Dependent Children would have been covered under the Prior Plan if coverage under that plan for you, your Spouse or Dependent Children was still in force.

TL-009020-1

WHEN COVERAGE ENDS

Coverage will end on the earliest of the following dates:

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

TL-004714-1

WHEN COVERAGE CONTINUES

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

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

In these circumstances, your insurance may continue as follows.

1. For an Employer approved unpaid leave of absence, up to 12 weeks.
2. For layoff, up to 12 weeks.
3. For an Employer approved family medical leave, up to the later of the period of the approved FMLA leave or the leave period required by the laws of the state in which the Employee is employed.

Continuation for Disability for Employees over Age 60

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

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

Amount of Insurance

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

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

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

Extended Death Benefit with Waiver of Premium

Extended Death Benefit

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

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

Amount of Insurance

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

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

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

Waiver of Premium

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

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

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

Amount of Insurance

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

Termination of Waiver

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

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

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

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

Rehabilitation During a Period of Disability

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

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

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

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

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

TL-009745 as modified by TL-009745-1

Portability Options

For Employees

If your coverage under the Policy ends prior to age 70, for any of the following reasons:

- a. termination of employment; or
 - b. termination of membership in an eligible class under the Policy;
- Life Insurance Benefits may be continued up to the Maximum Benefit shown in the Schedule of Benefits for this option.

You must apply to the Insurance Company and pay the required premium. If you continue coverage, coverage for your Spouse or Dependent Child may also be continued by you. Your Spouse or Dependent Child must be covered under the Policy on the date coverage would otherwise end. The application must be submitted:

- a. within 31 days of your termination of employment or membership in an eligible class under the Policy; or
- b. during the time that you have to exercise the Conversion Privilege.

Coverage under this option may not be elected at a later date.

When applying for this option, you must name a beneficiary. Any beneficiary named previously under the Policy is no longer in effect. If there is no named or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives:

- a. spouse;
- b. child or children;
- c. mother or father;
- d. brothers or sisters; or
- e. the executors or administrators of your estate.

When coverage is continued under this option, you become a Former Employee. Your Spouse becomes a Spouse of a Former Employee. Your Dependent Child becomes a Dependent Child of a Former Employee.

If you, as a Former Employee, later acquire a Spouse or Dependent Child, you may elect coverage for them. You must apply to the Insurance Company and pay the required premium. Coverage for your Spouse or Dependent Child will be effective on the date we agree in writing to insure them. We may require that your Spouse or Dependent Child satisfy the Insurability Requirement before we agree to insure them.

Coverage will end on the earliest of the following dates.

- a. The date we cancel coverage for all Former Employees.
- b. The end of the period for which premiums are paid.
- c. The date an Insured reaches age 70.
- d. The date the Maximum Benefit Period shown in the Schedule of Benefits for this option ends.

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

For Spouses

If prior to age 70, a Spouse is:

- a. legally separated, divorced; or
- b. widowed

from an insured Employee or Former Employee, Life Insurance Benefits may be continued. Coverage may be continued up to the Maximum Benefit shown in the Schedule of Benefits for this option. The Spouse must apply to the Insurance Company and pay the required premium.

A Spouse who continues coverage may also continue coverage for a Dependent Child. The Dependent Child must be covered under the Policy on the date coverage would otherwise end. A Spouse must elect to continue insurance under this option within 31 days after coverage ends. Coverage may not be elected at a later date.

When applying for this option, a Spouse must name a beneficiary. Any beneficiary named previously under the Policy is no longer in effect. If there is no named or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives:

- a. spouse;
- b. child or children;
- c. mother or father;
- d. brothers or sisters; or
- e. the executors or administrators of the Spouse's estate.

When coverage is continued under this option, the Spouse becomes a Former Spouse. A separate certificate of insurance will be issued to the Former Spouse. Coverage will be effective on the date after coverage as a Spouse ends if the required premium is paid.

Coverage will end on the earliest of the following dates.

- a. The date we cancel coverage for all Former Spouses.
- b. The end of the period for which premiums are paid.
- c. The date the Former Spouse reaches age 70.
- d. The date the Maximum Benefit Period shown in the Schedule of Benefits for this option ends.

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

For Dependent Children

If a Dependent Child is insured under the Policy and is at least 19 years of age, Life Insurance Benefits may be continued under this option. Coverage may be continued up to the Maximum Benefit shown in the Schedule of Benefits for this option.

The Dependent Child must apply to the Insurance Company and pay the required premium. If a Dependent Child does not elect to continue insurance within 31 days after reaching age 19; or the date he or she no longer qualifies as a Dependent Child, if later, coverage under this option may not be elected at a later date.

When applying for this option, a Dependent Child must name a beneficiary. Any beneficiary named previously under the Policy is no longer in effect. If there is no named or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives:

- a. spouse;
- b. child or children;
- c. mother or father;
- d. brothers or sisters; or
- e. the executors or administrators of the Dependent Child's estate.

When a Dependent Child continues coverage under this option, he or she becomes a Former Dependent Child. A separate certificate of insurance will be issued to the Former Dependent Child. Coverage for a Former Dependent Child will be effective on the following dates.

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

Coverage will end on the earliest of the following dates.

- a. The date we cancel coverage for all Former Dependent Children.
- b. The end of the period for which premiums are paid.
- c. The date the Former Dependent Child is age 70.
- d. The date the Maximum Benefit Period shown in the Schedule of Benefits for this option ends.

TL-004716 as modified by TL-009330

WHAT IS COVERED

LIFE INSURANCE BENEFITS

Death Benefit

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

TL-004730

Accelerated Benefits

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

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

Terminal Illness Benefit

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

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

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

Determination of Terminal Illness

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

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

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

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

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

Payment of Terminal Illness Benefit

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

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

Conditions Applicable to Coverage

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

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

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

Exclusions Applicable to Terminal Illness Benefit

A Terminal Illness Benefit will not be payable:

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

Conversion Privilege for Life Insurance

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

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

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

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

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

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

1. submit an application to us; and
2. pay the required premium.

Evidence of insurability is not required.

Premium for the conversion insurance will be based on the age and class of risk of the Insured and the type and amount of coverage issued.

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

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

If the Insured dies during the 31-day conversion period, the Life Insurance benefits will be paid under the Policy regardless of whether he or she applied for conversion insurance. If a conversion policy is issued, it will be in exchange for any further benefits for that type and amount of insurance from this Policy.

Extension of Conversion Period

If an Insured is eligible for conversion insurance and is not notified of this right at least 15 days prior to the end of the 31-day conversion period, the conversion period will be extended. The Insured will have 15 days from the date notice is given to apply for conversion insurance. In no event will the conversion period be extended beyond 90 days. Notice, for the purpose of this section, means written notice presented to the Insured by the Employer or mailed to the Insured's last known address as reported by the Employer.

If the Insured dies during the extended conversion period, but more than 31 days after his or her coverage under the Policy terminates, Life Insurance benefits:

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

Prior Conversion Limitation

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

TL-009740

LIFE INSURANCE EXCLUSIONS

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

Except for any amount of benefits in excess of the Prior Plan's benefits, this exclusion will not apply to you if you were covered under the Prior Plan for more than two years. If you were not insured for two years under the Prior Plan, credit will be given for the time you were insured.

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

TL-004752

CLAIM PROVISIONS

Notice of Claim

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

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

Claim Forms

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

Claimant Cooperation Provision

If you fail to cooperate with us in our administration of your claim, we may terminate the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Insurance Data

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

Proof of Loss

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

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

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

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

Time of Payment

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

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

Manner of Payment of Claims

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

To Whom Payable

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

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

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

Any other accrued benefits which are unpaid at your death will, at our option, be paid either to your beneficiary or to the executor or administrator of your estate.

If we pay benefits to the executor or administrator of your estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage whom we believe is equitably entitled. This good faith payment satisfies our legal duty to the extent of that payment.

Change of Beneficiary

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

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

Physical Examination and Autopsy

We may, at our expense, exercise the right to examine any person for whom a claim is pending as often as we may reasonably require. Also, we may, at our expense, require an autopsy unless prohibited by law.

Legal Actions

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

Time Limitations

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

Physician/Patient Relationship

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

TL-004724

ADMINISTRATIVE PROVISIONS**Premiums**

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

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

Your Grace Period

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

Draft Accounts

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

Reinstatement of Insurance

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

After your insurance ends, it may be reinstated at any date prior to five years after the date of termination if the following conditions are met.

1. The Policy is still in force.
2. You are eligible under the Policy.
3. You send us a written request for reinstatement and a new enrollment form.
4. The required premium is paid.
5. The Insurability Requirement, if applicable, is satisfied.

TL-004722

GENERAL PROVISIONS**Incontestability**

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

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

Misstatement of Age

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

Workers' Compensation Insurance

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

Assignment of Benefits

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

Clerical Error

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

Ownership of Records

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

TL-004728

DEFINITIONS

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

Accident

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

Active Service

If you are an Employee, you are in Active Service with the Employer on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

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

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

Annual Compensation

Annual Compensation means an Employee's annual wage or salary as reported by the Employer for work performed for the Employer as of the date the covered loss occurs. It does not include amounts received as bonuses, commissions, overtime pay or other extra compensation.

Dependent Child

Your child who meets the following requirements.

1. A child from live birth but less than 26 years old;
2. A child who is 26 or more years old, primarily supported by you and incapable of self-sustaining employment by reason of mental or physical incapacity.

The term "child" means:

- a. your natural child;
- b. your legally adopted child, beginning with any waiting period pending finalization of the child's adoption. It also means the legally adopted child of your Spouse provided the child is living with, and is financially dependent upon you;
- c. a stepchild born to your Spouse and who is living with and financially dependent upon you;
- d. a child less than 26 years old (unless the child otherwise satisfies the requirement of paragraph 2 above) for whom you are the court-appointed legal guardian and who resides with and is financially dependent upon you.

Employee

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

Employer

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

Full-time

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

Injury

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

Insurability Requirement

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

Insurance Company

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

Insured

You are an Insured if you are eligible for insurance under the Policy, insurance is elected for you, the required premium is paid and your coverage is in force under the Policy.

Life Status Change

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

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

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

Physician

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

Policy Anniversary

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

Policy Effective Date

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

Prior Plan

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

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

Sickness

The term Sickness means a physical or mental illness.

Spouse

Your current lawful spouse under age 70.

TL-004708 (as modified by TL-010150)

AMENDATORY RIDER
DOMESTIC PARTNER/CIVIL UNION PARTNER COVERAGE

Policy No. SGM-607751

Effective Date: October 1, 2016

This rider amends the Policy and Certificate to which it is attached. It is effective on the Effective Date shown above, and expires when the Policy expires.

Domestic Partner/Civil Union Partner means any of the following:

1. A person with whom the Employee or Former Employee has a registered civil union or domestic partnership under state law which imposes legal obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Domestic Partner or Civil Union Partner unless and until: (1) the civil union or domestic partnership is dissolved under applicable law; or (2) either the Employee or Former Employee or the Domestic Partner/Civil Union Partner marries another person.
2. A person who was legally married to the Employee or Former Employee under the laws of a state permitting marriage of partners of the same sex, where the Employee or Former Employee and Domestic Partner/Civil Union Partner currently reside in a state that does not recognize a valid marriage. This shall not apply if:
 - a. the marriage has been terminated by legal process, or;
 - b. either the Employee or Former Employee or the Domestic Partner/Civil Union Partner has entered into a valid marriage, civil union or domestic partnership under state law.
3. A person meeting all of the following requirements, with respect to an Employee or Former Employee:
 - a. Shares a permanent residence with the Employee or Former Employee;
 - b. Has resided with the Employee or Former Employee for at least 6 months and is expected to continue to reside with the Employee or Former Employee indefinitely;
 - c. Has not been legally married to any other person within the previous six months, and has no Domestic Partner other than the Employee or Former Employee during the previous six months, and is the Employee's or Former Employee's sole Domestic Partner;
 - d. Has signed a Domestic Partner declaration with the Employee or Former Employee, if the Employee or Former Employee resides in a jurisdiction which provides for Domestic Partner declarations;
 - e. Has not signed a Domestic Partner declaration with any other person within the last 6 months;
 - f. Is interdependent with the Employee or Former Employee in three or more of the following ways:
 1. Both partners are registered under any municipal ordinance as domestic partners.
 2. Both partners are jointly parties to a lease, mortgage or deed.
 3. Both partners jointly own one or more motor vehicles.
 4. Both partners jointly own one or more bank or credit accounts.
 5. The Employee or Former Employee has named the Domestic Partner as attorney-in-fact under a durable power of attorney with authority over health care decisions.
 6. The Employee or Former Employee has designated the Domestic Partner as beneficiary under a retirement plan or a life insurance policy.
 7. The Employee or Former Employee has designated the Domestic Partner as beneficiary of the Employee's or Former Employee's will.
 8. Each partner has agreed in writing to assume the financial responsibility for the welfare of the other.

- g. Is not so closely related by blood to the Employee or Former Employee as to prohibit legal marriage in their state of residence;
- h. Is no less than 18 years of age.

The Employee or Former Employee and Domestic Partner must furnish the Employer and Insurance Company with a signed declaration that the above requirements are met, at the time of enrollment.

All references in the policy to “Spouse” shall be changed to read “Spouse, Domestic Partner, and Civil Union Partner except as follows:

1. The definition of “Spouse” remains unchanged.
2. For purposes of any provision of the policy providing for payment of benefits to relatives of the Employee or Former Employee, a Domestic Partner/Civil Union Partner shall be included only if:
 - a. the Domestic Partner/Civil Union Partner meets the requirements of the definition of Domestic Partner/Civil Union Partner referenced in item 1 or 2, or;
 - b. the Employee or Former Employee and Domestic Partner have furnished the Employer or the Insurance Company with a signed statement affirming that the requirements referenced in item 3 within the definition of Domestic Partner are met.
3. A Domestic Partner/Civil Union Partner shall be deemed eligible to be enrolled for insurance on the latest of:
 - a. the date of registration under Item 1 of the definition of Domestic Partner/Civil Union Partner;
 - b. the date that the Employee or Former Employee is eligible for insurance under the Policy; or;
 - c. the effective date of this Amendment to the Policy.
4. A child of a Domestic Partner/Civil Union Partner may only be eligible to be insured if:
 - a. the child is primarily dependent on the Employee for financial support;
 - b. the Employee has a legal obligation of support of the child; or
 - c. the Employee is the child’s legal guardian.

Any provision of the Policy that otherwise excludes any person who is not legally able to marry the Employee or Former Employee is changed by the following:

In the case of any person of the same sex as the Employee or Former Employee, the exclusion of persons legally able to marry will not apply for the first 12 months that the Employee’s or Former Employee’s state of residence allows same-sex couples to marry.

Except for the above this rider does not change the Policy or Certificate to which it is attached.

LIFE INSURANCE COMPANY OF NORTH AMERICA

A handwritten signature in black ink that reads "Matthew G. Manders". The signature is written in a cursive, flowing style.

Matthew G. Manders, President

SUPPLEMENTAL INFORMATION
for
Trilliant Benefits Health and Welfare Plan
required by the Employee Retirement
Income Security Act of 1974

As a Plan participant in Trilliant Networks, Inc.'s Insurance Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA).

You should refer to the attached Certificate for a description of when you will become eligible under the Plan, the amount and types of benefits available to you, and the circumstances under which benefits are not available to you or may end. The Certificate, along with the following Supplemental Information, makes up the Summary Plan Description as required by ERISA.

IMPORTANT INFORMATION ABOUT THE PLAN

- The Plan is established and maintained by Trilliant Networks, Inc., the Plan Sponsor.
- The Employer Identification Number (EIN) is 98-0463462.
- The Plan Number is 501.
- The Insurance Plan is administered directly by the Plan Administrator with benefits provided, in accordance with the provisions of the group insurance contract, SGM-607751, issued by LIFE INSURANCE COMPANY OF NORTH AMERICA.
- The Plan Administrator is: Trilliant Networks, Inc.
1100 Island Drive Suite 201
Redwood City, CA 94065
650-204-5145
- The Plan Administrator has authority to control and manage the operation and administration of the Plan.
- The Plan Sponsor may terminate, suspend, withdraw or amend the Plan, in whole or in part, at any time, subject to the applicable provisions of the Policy. (Your rights upon termination or amendment of the Plan are set forth in your Certificate.)
- The agent for service of legal process is the Plan Administrator.
- The Plan of benefits is financed by the Employer and Employees.
- The date of the end of the Plan Year is September 30.

WHAT YOU SHOULD DO AND EXPECT IF YOU HAVE A CLAIM

When you are eligible to receive benefits under the Plan, you must request a claim form or obtain instructions for submitting your claim telephonically or electronically, from the Plan Administrator. All claims you submit must be on the claim form or in the electronic or telephonic format provided by the Insurance Company. You must complete your claim according to directions provided by the Insurance Company. If these forms or instructions are not available, you must provide a written statement of proof of loss. After you have completed the claim form or written statement, you must submit it to the Plan Administrator.

The Plan Administrator has appointed the Insurance Company as the named fiduciary for adjudicating claims for benefits under the Plan, and for deciding any appeals of denied claims. The Insurance Company shall have the authority, in its discretion, to interpret the terms of the Plan, to decide questions of eligibility for coverage or benefits under the Plan, and to make any related findings of fact. All decisions made by the Insurance Company shall be final and binding on Participants and Beneficiaries to the full extent permitted by law.

The Insurance Company has 45 days from the date it receives your claim for disability benefits, or 90 days from the date it receives a claim for any other benefit, to determine whether or not benefits are payable to you in accordance with the terms and provisions of the Policy. The Insurance Company may require more time to review your claim if necessary due to circumstances beyond its control. If this should happen, the Insurance Company must notify you in writing that its review period has been extended for up to two additional periods of 30 days (in the case of a claim for disability benefits), or one additional period of 90 days (in the case of any other benefit). If this extension is made because you must furnish additional information, these extension periods will begin when the additional information is received. You have up to 45 days to furnish the requested information.

During the review period, the Insurance Company may require a medical examination of the Insured, at its own expense; or additional information regarding the claim. If a medical examination is required, the Insurance Company will notify you of the date and time of the examination and the physician's name and location. It is important that you keep any appointments made since rescheduling examinations will delay the claim process. If additional information is required, the Insurance Company must notify you, in writing, stating the information needed and explaining why it is needed.

If your claim is approved, you will receive the appropriate benefit from the Insurance Company.

If your claim is denied, in whole or in part, you must receive a written notice from the Insurance Company within the review period. The Insurance Company's written notice must include the following information:

1. The specific reason(s) the claim was denied.
2. Specific reference to the Policy provision(s) on which the denial was based.
3. Any additional information required for your claim to be reconsidered, and the reason this information is necessary.
4. In the case of any claim for a disability benefit, identification of any internal rule, guideline or protocol relied on in making the claim decision, and an explanation of any medically-related exclusion or limitation involved in the decision.
5. A statement informing you of your right to appeal the decision, and an explanation of the appeal procedure, including a statement of your right to bring a civil action under Section 502(a) of ERISA if your appeal is denied.

Appeal Procedure for Denied Claims

Whenever a claim is denied, you have the right to appeal the decision. You (or your duly authorized representative) must make a written request for appeal to the Insurance Company within 60 days (180 days in the case of any claim for disability benefits) from the date you receive the denial. If you do not make this request within that time, you will have waived your right to appeal.

Once your request has been received by the Insurance Company, a prompt and complete review of your claim must take place. This review will give no deference to the original claim decision, and will not be made by the person who made the initial claim decision. During the review, you (or your duly authorized representative) have the right to review any documents that have a bearing on the claim, including the documents which establish and control the Plan. Any medical or vocational experts consulted by the Insurance Company will be identified. You may also submit issues and comments that you feel might affect the outcome of the review.

The Insurance Company has 60 days from the date it receives your request to review your claim and notify you of its decision (45 days, in the case of any claim for disability benefits). Under special circumstances, the Insurance Company may require more time to review your claim. If this should happen, the Insurance Company must notify you, in writing, that its review period has been extended for an additional 60 days (45 days in the case of any claim for disability benefits). Once its review is complete, the Insurance Company must notify you, in writing, of the results of the review and indicate the Plan provisions upon which it based its decision.

YOUR RIGHTS AS SET FORTH BY ERISA

As a participant in Trilliant Networks, Inc.'s Insurance Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefit Security Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefit Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefit Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefit Security Administration.

ER-03-1

STATE MODIFYING PROVISIONS AMENDMENT RIDER

Subscriber: Trilliant Networks, Inc.
Policy No. SGM-607751
Amendment Effective Date: October 1, 2016

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

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

APPLICABLE TO CALIFORNIA RESIDENTS:

1. Conversion Privilege for Life Insurance

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

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

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

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

APPLICABLE TO FLORIDA RESIDENTS:

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

APPLICABLE TO MARYLAND RESIDENTS:

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

APPLICABLE TO MINNESOTA RESIDENTS:

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

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

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

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

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

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

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

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

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

APPLICABLE TO MISSOURI RESIDENTS:

Applicable to Voluntary Life Insurance Benefits

If an Insured commits suicide, while sane or insane, within 1 year from the date his or her insurance under the Policy becomes effective, Voluntary Life Insurance Benefits will be limited to a refund of the premiums paid on the Insured’s behalf. The suicide exclusion applies from the effective date of any additional benefits or increases in Life Insurance Benefits.

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

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

APPLICABLE TO NORTH DAKOTA RESIDENTS:

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

APPLICABLE TO OREGON RESIDENTS:

NOTICE: MUST PROVIDE DOMESTIC PARTNER COVERAGE FOR OREGON RESIDENTS

APPLICABLE TO VERMONT RESIDENTS:

To the extent the Policy provides insurance coverage to a spouse, the identical consideration must be applied to same sex marriages and Civil Union Partners.

1. Civil Union Partner means:
 - a. A person with whom the Employee has a registered civil union under Vermont law which imposes obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Civil Union Partner unless and until: (1) the civil union is dissolved under applicable law; or (2) either the Employee or the Civil Union Partner marries another person.
2. Spouse means:
 - a. "Lawful spouse" and includes a lawful spouse of the same sex.
 - b. This also includes a partner to a civil union recognized under Vermont Law.

APPLICABLE TO WASHINGTON RESIDENTS:

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

Continuation of Life Coverage During Labor Disputes

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

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

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

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

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

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

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

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

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

Incontestability

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

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

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

Accident

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

7. If the Policy provides coverage/benefits to a Spouse, a *Domestic Partner* will be afforded the same coverage/benefits provided to a Spouse.

Domestic Partner means a person with whom the Employee has a registered domestic partnership under Washington state law which imposes legal obligations on the parties substantially similar to marriage.

8. **NOTICE:** MUST PROVIDE DOMESTIC PARTNER COVERAGE FOR WASHINGTON RESIDENTS

Please refer to your Certificate of Insurance which describes the benefit provisions and limitations applicable to you as a resident of this state.

Signed for the
Life Insurance Company of North America

A handwritten signature in black ink that reads "Matthew G. Manders". The signature is written in a cursive, flowing style.

Matthew G. Manders, President

TL-00-3000.00

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

Class 3
11/2016

