

GROUP LIFE INSURANCE POLICY

Sponsor: Teradyne, Inc.

Policy Number: SA3-810-B89J32-01

Effective Date: January 1, 2019

Governing Jurisdiction is Massachusetts and subject to the laws of that State.

Premiums are due and payable monthly on the first day of each month.

Policy Anniversaries shall occur each January 1st beginning in 2020.

Liberty Life Assurance Company of Boston (hereinafter referred to as Liberty) agrees to pay the benefits provided by this policy in accordance with its provisions.

PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS.

This policy is a legal contract and is issued in consideration of the Application of the Sponsor, a copy of which is attached, and of the payment of premiums by the Sponsor.

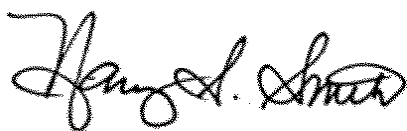
For purposes of this policy, the Sponsor acts on its own behalf or as the Covered Employee's agent. Under no circumstances will the Sponsor be deemed the agent of Liberty.

This policy is delivered in and governed by the laws of the governing jurisdiction and to the extent applicable by The Employee Retirement Income Security Act of 1974 (ERISA) and any subsequent amendments.

The following pages including any amendments, riders or endorsements are a part of this policy.

Signed at Liberty's Home Office, 175 Berkeley Street, Boston, Massachusetts, 02116.

LIMITATIONS: Please see GLP-LIF-3.16 for limitations concerning Accelerated Death Benefits; GLP-LEX-1 for any applicable limitations concerning Life Insurance; GLP-AEX-1.14, GLP-AEX-1.15 and GLP-AEX-1.16 for limitations concerning Accidental Death and Dismemberment.



SECRETARY



PRESIDENT

TABLE OF CONTENTS

SECTION 1. SCHEDULE OF BENEFITS

SECTION 2. DEFINITIONS

SECTION 3. ELIGIBILITY AND EFFECTIVE DATES

SECTION 4. INSURANCE BENEFITS

SECTION 5. EXCLUSIONS

SECTION 6. TERMINATION PROVISIONS

SECTION 7. GENERAL PROVISIONS

SECTION 8. PREMIUMS

SECTION 9. APPLICATION

SECTION 1 - SCHEDULE OF BENEFITS

ELIGIBILITY REQUIREMENTS FOR INSURANCE BENEFITS

Minimum Hourly Requirement:

Applicable to Class 1, 2, 4:

Employees working a minimum of 20 regularly scheduled hours per week

Applicable to Class 5:

N/A

Classification of Covered Employees:

Class 1: All executives participating in the JORP

Class 2: All regular Teradyne Employees excluding executives and all LitePoint Employees who were hired prior to January 1, 2013 and are active in the LitePoint plan

Class 4: All LitePoint Employees hired prior to January 1, 2013

Class 5: All eligible Retired Employees

Note: This policy does not cover the following Employees: Temporary and Seasonal Employees and Employees who are not legal residents working in the United States.

Eligibility Waiting Period:

1. If the Covered Person is employed by the Sponsor on the policy effective date -
None
2. If the Covered Person begins employment for the Sponsor after the policy effective date -
None

Employee Contributions Required:

Active Employees:

Employee Basic Life Insurance Benefits:	No
Employee Optional Life Insurance Benefits:	Yes
Employee Optional Accidental Death and Dismemberment Insurance Benefits:	Yes
Dependent Optional Life Insurance Benefits:	Yes
Dependent Optional Accidental Death and Dismemberment Insurance Benefits:	Yes

Retired Employees:

Basic Life Insurance Benefits:	No
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SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

LIFE INSURANCE

Amount of Insurance:

Employee Basic Life Insurance:

Applicable to Class 1:

\$50,000.00

Applicable to Class 2:

An amount equal to 1.5 times Annual Earnings. If not a multiple of \$1,000.00, this amount will be rounded to the next higher multiple of \$1,000.00. This amount may not exceed \$1,000,000.00.

Applicable to Class 4:

An amount equal to 2 times Annual Earnings. If not a multiple of \$1,000.00, this amount will be rounded to the next higher multiple of \$1,000.00. This amount may not exceed \$300,000.00.

Applicable to Class 5:

\$3,000.00

Employee Optional Life Insurance:

Applicable to Class 1, 2, 4:

An amount equal to 1, 2, 3, 4, or 5 times Annual Earnings. If not a multiple of \$1,000.00, this amount will be rounded to the next higher multiple of \$1,000.00. This amount may not exceed \$1,000,000.00.

Applicable to Class 1:

The maximum combined amount of Employee Basic Life and Employee Optional Life insurance is \$1,050,000.00.

Applicable to Class 2:

The maximum combined amount of Employee Basic Life and Employee Optional Life insurance is \$1,500,000.00

Applicable to Class 4:

The maximum combined amount of Employee Basic Life and Employee Optional Life insurance is \$800,000.00

Dependent Optional Life Insurance:

Applicable to Class 1, 2, 4:

There are three Dependent Life options available: Spouse only, Spouse and Children, Children only.

SPOUSE

Spouse or Domestic Partner:

Applicable to Class 1, 2, 4:

Option 1 \$10,000.00

Option 2 \$25,000.00

Option 3	\$50,000.00
Option 4	\$100,000.00

CHILD

Children (Age at Death):

Live birth, but under 26 years.

Applicable Class 1, 2, 4:

Option 1	\$5,000.00
Option 2	\$10,000.00
Option 3	\$15,000.00

SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Full Amount of Insurance:

Employee Optional Accidental Death and Dismemberment Insurance:

Applicable to Class 1, 2, 4:

An amount equal to 1, 2, 3, 4, or 5 times Annual Earnings. If not a multiple of \$1,000.00, this amount will be rounded to the next higher multiple of \$1,000.00. This amount may not exceed \$1,000,000.00.

Dependent Optional Accidental Death and Dismemberment Insurance:

Applicable to Class 1, 2, 4

There are three Dependent Accidental Death and Dismemberment options available: Spouse only, Spouse and Children, Children only.

SPOUSE

Spouse or Domestic Partner:

Applicable to Class 1, 2, 4:

Option 1	\$10,000.00
Option 2	\$25,000.00
Option 3	\$50,000.00
Option 4	\$100,000.00

CHILD

Children (Age at Death):

Live birth, but under 26 years.

Applicable to Class 1, 2, 4:

Option 1	\$5,000.00
Option 2	\$10,000.00
Option 3	\$15,000.00

SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Employee and Dependent spouse or Domestic Partner Seat Belt Benefit:

Maximum Benefit Amount: 10.00% of Full Amount up to \$10,000.00

Employee and Dependent spouse or Domestic Partner Air Bag Benefit:

Maximum Benefit Amount: 5.00% of Full Amount up to \$5,000.00

Employee and Dependent spouse or Domestic Partner Repatriation Benefit:

Maximum Benefit Amount: \$5,000.00

Employee and Dependent spouse or Domestic Partner Disappearance Benefit:

Maximum Benefit Amount: Full Amount up to \$1,000,000.00

Employee and Dependent spouse or Domestic Partner Child Education Benefit:

Maximum Annual Benefit (Per Dependent child): \$5,000.00

Maximum Lifetime Family Benefit Amount: \$20,000.00

Dependent Children Maximum Age: 26 years

Employee and Dependent spouse or Domestic Partner Child Care Benefit:

Maximum Annual Benefit (Per Dependent child): \$2,000.00

Maximum Lifetime Family Benefit Amount: \$8,000.00

Dependent spouse or Domestic Partner Training Benefit:

Maximum Benefit Amount: \$5,000.00

Employee and Dependent spouse or Domestic Partner Coma Benefit:

Maximum Benefit Amount: 10.00% of Full Amount up to \$5,000.00

Employee and Dependent spouse or Domestic Partner Critical Burn Benefit:

Maximum Benefit Amount: 10.00% of Full Amount up to \$5,000.00

Reduction Formula:

Applicable to Basic Insurance:

Applicable to Class 1, 2, 4:

The amount of Life Insurance applicable to the Covered Person's class of benefits will reduce at age 70 or older as follows:

ages 70 to 74:	to 67%
ages 75 & up:	to 50%

Applicable to Optional Insurance:

The amount of Life and Accidental Death and Dismemberment Insurance applicable to the Covered Person's class of benefits will reduce at age 70 or older as follows:

ages 70 to 74:	to 67%
ages 75 & up:	to 50%

SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

Evidence of Insurability Requirements

Non-Medical Maximum:

Employee Optional Life Insurance Benefits: \$500,000.00

Dependent Spouse or Domestic Partner
Optional Life Insurance Benefits: \$50,000.00

Any amounts of insurance in excess of the amount shown above that are due solely to salary increases are not subject to Evidence of Insurability.

Annual Enrollment:

Employee Optional Life Insurance Benefits: Any increases of more than one level above the current benefit level will be subject to Evidence of Insurability.

Any increases elected during Annual Enrollment will be subject to Evidence of Insurability if an Employee has previously been denied coverage. The Non-Medical Maximum will apply to any changes made during the Annual Enrollment Period.

Dependent Spouse or Domestic Partner
Optional Life Insurance: Any increases of more than one level above the current benefit level will be subject to Evidence of Insurability.

Family Status Change:

Employee Optional Life Insurance Benefits: Any increases of more than one level above the current benefit level will be subject to Evidence of Insurability.

Any increases elected due to a Family Status Change will be subject to Evidence of Insurability if an Employee has previously been denied coverage. The Non-Medical Maximum will apply to any changes made due to a Family Status Change.

Dependent Spouse or Domestic Partner
Optional Life Insurance: Any increases of more than one level above the current benefit level will be subject to Evidence of Insurability.

SECTION 2 - DEFINITIONS

In this section Liberty defines some basic terms needed to understand this policy. The male pronoun whenever used in this policy includes the female.

"Active Employment" means the Employee must be actively at work for the Sponsor:

1. on a full-time or part-time basis and paid regular earnings;
2. for at least the minimum number of hours shown in the Schedule of Benefits; and either perform such work:
 - a. at the Sponsor's usual place of business; or
 - b. at a location to which the Sponsor's business requires the Employee to travel.

An Employee will be considered actively at work if he was actually at work on the day immediately preceding:

1. a weekend (except where one or both of these days are scheduled work days);
2. holidays (except when the holiday is a scheduled work day);
3. paid vacations;
4. any non-scheduled work day;
5. an excused leave of absence (except medical leave for the Covered Person's own disabling condition and lay-off); and
6. an emergency leave of absence (except emergency medical leave for the Covered Person's own disabling condition).

"Administrative Office" means Liberty Life Assurance Company of Boston, 9 Riverside Road, Weston, MA 02493.

"Annual Earnings" , with respect to Employees who are in a bonus plan, means the Covered Person's annual rate of earnings from the Sponsor plus their target bonus in effect immediately prior to the date of loss. However, such earnings will not include commissions, overtime pay, shift differentials, profit sharing, or any other extra compensation.

"Annual Earnings," with respect to all Employees who are not in a bonus plan, means the Covered Person's annual rate of earnings from the Sponsor in effect immediately prior to the date of loss. However, such earnings will not include bonuses, commissions, overtime pay, shift differentials, profit sharing, or any other extra compensation.

"Annual Enrollment Period" or **"Enrollment Period"** means the period before each policy anniversary so designated by the Sponsor and Liberty during which an Employee may enroll for coverage under this policy.

SECTION 2 - DEFINITIONS

(Continued)

"**Application**" is the document designated in Section 9; it is attached to and is made a part of this policy.

"**Confined**" means confinement in a hospital, skilled nursing facility or rehabilitation facility.

"**Covered Dependent**" means a Dependent whose coverage is in effect. It does not include a Dependent whose coverage has ended.

"**Covered Employee**" means a person in Active Employment insured under this policy or a Retired Employee whose coverage is in effect. It does not include an employee whose coverage has ended.

"**Covered Person**" means an Employee in Active Employment, a Dependent, or a Retired Employee insured under this policy.

"**Dependent**" means:

1. a Covered Employee's lawful spouse, including a legally separated spouse or Domestic Partner; and
2. a Covered Employee's unmarried children, who meet the age requirements shown in the Schedule of Benefits.

Children include the Covered Employee's own natural offspring, lawfully adopted children, and full-time students as defined by the school being attended. A child will be considered adopted on the date of placement in the Covered Employee's home.

Applicable to Optional Employee Accidental Death and Dismemberment Insurance:

They also include stepchildren, foster children or other children who are dependent on the Covered Employee for support and maintenance and living with the Covered Employee in a regular parent-child relationship.

Applicable to Optional Dependent Life Insurance:

They also include stepchildren, foster children or other children who are dependent on the Covered Employee for support and maintenance and living with the Covered Employee in a regular parent-child relationship.

Applicable to Optional Dependent Accidental Death and Dismemberment Insurance:

They also include stepchildren, foster children or other children who are dependent on the Covered Employee for support and maintenance and living with the Covered Employee in a regular parent-child relationship.

They also include children who, on and after the date on which insurance would otherwise end because of the children's age, are Continuously Disabled.

With respect to this provision, "**Continuously Disabled**" means a child who is incapable of self-sustaining employment because of mental or physical disabilities and is chiefly dependent on the Covered Employee for support and maintenance, or institutionalized because of mental or physical disabilities.

Dependent does not include a person who is an eligible Employee or a member of the armed forces.

SECTION 2 - DEFINITIONS

(Continued)

"Domestic Partner" means an unmarried person of the same or opposite sex with whom the Covered Employee shares a committed relationship, is jointly responsible for the other's welfare and financial obligations, at least 18 years of age and mentally competent to consent to a contract, not related by blood to a degree that could prohibit legal marriage in the state where legally residing, maintains the same residence(s) and is not married to or legally separated from anyone else. A Domestic Partner certification must be completed and filed with the Sponsor before the partner can be designated as a Dependent.

"Eligibility Date" means the date an Employee becomes eligible for insurance under this policy. Eligibility Requirements are shown in the Schedule of Benefits.

"Eligibility Waiting Period" means the continuous length of time an Employee must be in Active Employment in an eligible class to reach his Eligibility Date.

"Employee" means a person in Active Employment with the Sponsor.

"Enrollment Form" is the document completed by the Covered Employee, if required, when enrolling for coverage. This form must be satisfactory to Liberty.

"Evidence of Insurability" means a statement of proof of the Covered Person's medical history upon which acceptance for insurance will be determined by Liberty.

SECTION 2 - DEFINITIONS

(Continued)

"Family and Medical Leave" means a leave of absence for the birth, adoption or foster care of a child, or for the care of the Covered Employee's child, spouse or parent or for the Covered Employee's own serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 (FMLA) and any amendments, or by applicable state law.

"Family Status Change" means any one of the following events that may occur:

1. the Employee's marriage or divorce;
2. the Employee's filing or rescinding of a Domestic Partner certification;
3. the birth of a child to the Employee;
4. the adoption of a child by the Employee;
5. the death of the Employee's spouse or Domestic Partner or child;
6. the commencement or termination of employment of the Employee's spouse or Domestic Partner;
7. the change from part-time employment to full-time employment by the Employee or the Employee's spouse or Domestic Partner;
8. the change from full-time employment to part-time employment by the Employee or the Employee's spouse or Domestic Partner;
9. the taking of unpaid leave of absence by the Employee or the Employee's spouse or Domestic Partner.

SECTION 2 - DEFINITIONS

(Continued)

"Initial Enrollment Period" means one of the following periods during which an Employee may first enroll for coverage under this policy:

1. if the Employee is eligible for insurance on the policy effective date, a period before the policy effective date set by the Sponsor and Liberty.
2. if the Employee becomes eligible for insurance after the policy effective date, the period which ends 31 days after his Eligibility Date.

"Injury" means bodily impairment resulting directly from an accident and independently of all other causes.

"Non-Medical Maximum" means an amount of insurance on a Covered Person which is not subject to Evidence of Insurability. The Non-Medical Maximum amounts are shown in the Schedule of Benefits. Any amounts of insurance in excess of the Non-Medical Maximums are subject to Evidence of Insurability. Evidence of Insurability will be at the Covered Employee's expense.

"Physician" means a person who:

1. is licensed to practice medicine and is practicing within the terms of his license; or
2. is a licensed practitioner of the healing arts in a category specifically favored under the health insurance laws of the state where the treatment is received and is practicing within the terms of his license.

It does not include a Covered Person, any family member or domestic partner.

SECTION 2 - DEFINITIONS

(Continued)

"Proof" means the evidence in support of a claim for benefits and includes, but is not limited to, the following:

1. a claim form completed and signed (or otherwise formally submitted) by the Covered Employee or his beneficiary claiming benefits;
2. an attending Physician's statement completed and signed (or otherwise formally submitted) by the Covered Person's attending Physician; and
3. the provision by the attending Physician of standard diagnosis, chart notes, lab findings, test results, x-rays and/or other forms of objective medical evidence in support of a claim for benefits;
4. a certified copy of a death certificate.

Proof must be submitted in a form or format satisfactory to Liberty.

"Retired Employee" means a person is so classified by the Sponsor.

"Schedule of Benefits" means the section of this policy which shows, among other things, the Eligibility Requirements, Eligibility Waiting Period, and Amount of Insurance Benefit.

"Sickness" means disease or illness including related conditions and recurrent symptoms of the sickness. Sickness also includes pregnancy.

"Sponsor" means the entity to whom this policy is issued.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

Eligibility Requirements for Employee and Dependent Insurance Benefits

The eligibility requirements for insurance benefits are shown in the Schedule of Benefits.

Eligibility Date for Insurance Benefits

Employee Coverage:

If the Employee is in an eligible class he will qualify for insurance on the later of:

1. this policy's effective date; or
2. the day after he completes the Eligibility Waiting Period shown in the Schedule of Benefits.

Dependent Coverage:

If the Employee is eligible for Employee coverage he will be eligible for Dependent coverage on the later of:

1. the date he is eligible for Employee coverage if on that date he has a Dependent; or
2. the date he acquires a Dependent if on that date he is eligible for Employee coverage.

If both parents are Employees, only one will be eligible for Dependent coverage with respect to their Dependent children.

Annual Enrollment Period

During each Annual Enrollment Period, an Employee may keep his coverage at the same level or make any one of the following changes in coverage for the next policy year, subject to any Evidence of Insurability Requirements as shown in the Schedule of Benefits:

1. decrease his coverage;
2. increase his coverage including enrolling for the first time.

If an Employee fails to enroll for a change in his coverage option during any Annual Enrollment Period he will continue to be insured for the same coverage option during the next policy year, unless the Covered Employee experiences a Family Status Change.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

Family Status Change

When a Covered Employee experiences a Family Status Change, a Covered Employee may keep his coverage at the same level or make any one of the following changes in coverage, subject to any Evidence of Insurability Requirements as shown in the Schedule of Benefits:

1. decrease his coverage;
2. increase his coverage including enrolling for the first time.

The Covered Employee must apply for the change in coverage within 31 days of the date of the Family Status Change. Such changes in coverage must be due to or consistent with the reason that the change in coverage was permitted. A change in coverage is consistent with a Family Status Change only if it is necessary or appropriate as the result of the Family Status Change.

Effective Date for Insurance Benefits

Insurance will be effective at 12:01 A.M. Standard Time in the governing jurisdiction on the day determined as follows, but only if the Employee's application or enrollment for insurance is made with Liberty through the Sponsor in a form or format satisfactory to Liberty.

Employee Coverage:

1. For non-contributory coverage not subject to Evidence of Insurability, the Covered Employee will be insured on his Eligibility Date.
2. For non-contributory coverage subject to Evidence of Insurability, the Covered Employee will be insured on the later of the date Liberty gives approval or his Eligibility Date.
3. For contributory coverage not subject to Evidence of Insurability, the Covered Employee will be insured on the later of the date he makes application or his Eligibility Date, provided he makes application no later than 31 days after his Eligibility Date.
4. For contributory coverage subject to Evidence of Insurability, the Covered Employee will be insured on the later of the date Liberty gives approval or his Eligibility Date, provided he makes application no later than 31 days after his Eligibility Date.

Evidence of Insurability will be at the Covered Employee's Expense.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

Effective Date for Insurance Benefits (Continued)

Dependent Coverage:

1. For contributory coverage not subject to Evidence of Insurability, the Covered Employee's Dependent will be insured on the later of the date the Covered Employee makes application or his Eligibility Date, provided he makes application no later than 31 days after his Eligibility Date.
2. For contributory coverage subject to Evidence of Insurability, the Covered Employee's Dependent will be insured on the later of the date Liberty gives approval or his Eligibility Date, provided he makes application no later than 31 days after his Eligibility Date.

Evidence of Insurability will be at the Covered Employee's Expense.

Increases or Decreases:

Any increase in or addition to coverage will take effect on the date of the change.

Any decrease in or deletion of coverage will take effect on the date of the change.

Any such change applies to loss of life or accidental Injury that occurs on or after the effective date of the change.

Delayed Effective Date for Employee Insurance

The effective date of any initial, increased or additional insurance will be delayed for an individual if he is not in Active Employment because of Injury or Sickness. The initial, increased or additional insurance will begin on the date the individual returns to Active Employment.

Delayed Effective Date for Dependent and Retired Employee Insurance

If a Covered Dependent or Retired Employee is Confined on the date the increase or addition is to take effect, it will take effect when the confinement ends.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

Family and Medical Leave

A Covered Employee's coverage may be continued under this policy for an approved family or medical leave of absence for up to 12 weeks following the date coverage would have terminated, subject to the following:

1. the authorized leave is in writing;
2. the required premium is paid;
3. the Covered Employee's benefit level, or the amount of earnings upon which the Covered Employee's benefit may be based, will be that in effect on the date before said leave begins; and
4. continuation of coverage will cease immediately if any one of the following events should occur:
 - a. the Covered Employee returns to work;
 - b. this policy terminates;
 - c. the Covered Employee is no longer in an eligible class;
 - d. nonpayment of premium when due by the Sponsor or the Covered Employee;
 - e. the Covered Employee's employment terminates.

Lay-off

Applicable to Class 1, 2, 4:

The Sponsor may continue the Covered Employee's coverage(s) by paying the required premiums, if the Covered Employee is temporarily laid off.

The Covered Employee's coverage(s) will not continue beyond the end of the month following the month in which the lay-off begins. In continuing such coverage(s) under this provision, the Sponsor agrees to treat all Covered Employees equally.

Leave of Absence

Applicable to Class 1, 2, 4:

The Sponsor may continue the Covered Employee's coverage(s) by paying the required premiums, if the Covered Person is granted an approved leave of absence.

The Covered Employee's coverage(s) will not continue beyond a period of 3 months. In continuing such coverage(s) under this provision, the Sponsor agrees to treat all Covered Employees equally.

Leave of Absence Due to Disability

Applicable to Class 1, 2, 4:

The Sponsor may continue the Covered Employee's coverage(s) by paying the required premiums, if the Covered Employee is granted an approved leave of absence due to a disability.

The Covered Employee's coverage(s) will not continue beyond a period of 12 months. In continuing such coverage(s) under this provision, the Sponsor agrees to treat all Covered Employees equally.

Rehire Terms

Applicable to Class 1, 2, 4:

If a former Employee is re-hired by the Sponsor within 3 months of his termination date, all past periods of Active Employment with the Sponsor will be used in determining the re-hired Employee's Eligibility Date. If a former Employee is re-hired by the Sponsor more than 3 months after his termination date, he is considered to be a new Employee when determining his Eligibility Date.

SECTION 4 - INSURANCE BENEFITS

EMPLOYEE LIFE INSURANCE

Benefits

When Liberty receives satisfactory Proof of the Covered Employee's death, Liberty will pay the proceeds of the Life Insurance in force on the Covered Employee's life under this policy. The benefit payable is shown in the Schedule of Benefits.

Conversion Privilege

Conversion Privilege at Individual Termination or Reduction of Benefits:

If all or part of a Covered Employee's coverage ends, the Covered Employee may convert the amount that ends to an individual Life Insurance policy. Conversion is subject to the following conditions:

1. within 31 days after coverage ends or is reduced, the Covered Employee must make written application to Liberty and pay the first premium payment.
2. the individual policy will be issued without Evidence of Insurability. It will contain Life Insurance benefits only. The policy will be one then being offered by Liberty. The premium due will be based on the premium schedule of Liberty's conversion policy that applies to the Covered Employee's class of risk and age at the birthday nearest to the effective date of the individual policy.

The individual policy will be effective 31 days after the Covered Employee's group coverage ends.

Conversion Privilege at Class or Policy Termination:

If coverage ends for all employees or for a Covered Employee's class, the Covered Employee is entitled to a limited conversion privilege. The Covered Employee must have been covered for at least 5 years. The Covered Employee must apply for the individual policy in the same manner as described above. The amount the Covered Employee may convert is limited to the lesser of:

1. the amount the Covered Employee was covered for on the date the group coverage terminated less any group insurance he becomes eligible for within 31 days; or
2. \$2,000.

The individual policy will be effective 31 days after the Covered Employee's group coverage ends.

Death Within the 31 Days Allowed for Conversion:

If a Covered Employee dies within the 31 days allowed for conversion, Liberty will pay to his beneficiary the amount he was eligible to convert. Such insurance will be paid as a claim under this policy. Any premiums paid for a converted policy will be refunded.

SECTION 4 - INSURANCE BENEFITS

(Continued)

EMPLOYEE LIFE INSURANCE COVERAGE (Continued)

Accelerated Death Benefit

Note: The receipt of an Accelerated Death Benefit may be taxable. A Covered Employee should consult his tax consultant or legal advisor before applying for an Accelerated Death Benefit.

If, while insured under this policy, a Covered Employee or Covered Dependent spouse or Domestic Partner gives Liberty satisfactory Proof of having a Terminal Condition, the Covered Employee or Covered Dependent spouse or Domestic Partner may receive a portion of his Life Insurance as an Accelerated Death Benefit. Such insurance will be paid one time to the Covered Employee or Covered Dependent spouse or Domestic Partner in one lump sum.

The amount of Accelerated Death Benefit payable under this policy is limited to:

1. a minimum amount \$5,000; and
2. a maximum amount equal to the lesser of:
 - a. 75.00% of the Covered Employee's Life Insurance that is in force on the date the Covered Employee applies for an Accelerated Death Benefit; or
 - b. \$500,000.00.

The amount of Accelerated Death Benefit payable to the Covered Dependent spouse or Domestic Partner under this policy is limited to:

1. a minimum amount \$5,000; and
2. a maximum amount equal to the lesser of:
 - a. 75.00% of the Covered Dependent spouse's or Domestic Partner's Life Insurance that is in force on the date the Covered Dependent spouse or Domestic Partner applies for an Accelerated Death Benefit; or
 - b. \$500,000.00.

If the amount of a Covered Employee's or Covered Dependent spouse's or Domestic Partner's Life Insurance under this policy is scheduled to reduce within 12 months following the date the Covered Employee or Covered Dependent spouse or Domestic Partner applies for the Accelerated Death Benefit, the benefit payable under this policy will be based on the reduced amount.

Application for an Accelerated Death Benefit

A Covered Employee or Covered Dependent spouse or Domestic Partner must apply for an Accelerated Death Benefit. To apply, the Covered Employee or Covered Dependent spouse or Domestic Partner must give Liberty:

1. certification, from a Physician, that he has a Terminal Condition, as defined by this policy;
2. supporting evidence satisfactory to Liberty, documenting the Terminal Condition;
3. a completed claims form.

SECTION 4 - INSURANCE BENEFITS

(Continued)

EMPLOYEE LIFE INSURANCE COVERAGE (Continued)

Accelerated Death Benefit (Continued)

Application for an Accelerated Death Benefit (Continued)

During the pendency of a claim, Liberty may, at its own expense, have a Physician examine the Covered Employee or Covered Dependent spouse or Domestic Partner.

If the Covered Employee or Covered Dependent spouse or Domestic Partner has assigned all or a portion of the Life Insurance under this policy or named an irrevocable beneficiary, the Covered Employee or Covered Dependent spouse or Domestic Partner must also give Liberty a signed written consent form from the assignee or irrevocable beneficiary.

The Accelerated Death Benefit will be payable upon receipt of satisfactory Proof of a Terminal Condition; and signed written consent from an assignee or irrevocable beneficiary, if required.

With respect to this provision "**Terminal Condition**" means a condition:

1. which is expected to result in the Covered Employee's or Covered Dependent spouse's or Domestic Partner's death within 12 months; and
2. from which there is no reasonable prospect of recovery.

Effect on Insurance

The amount of a Covered Employee's or Covered Dependent spouse's or Domestic Partner's Life Insurance will be reduced by the amount paid as an Accelerated Death Benefit. Premiums, if any, for the remaining portion of a Covered Employee's or Covered Dependent spouse's or Domestic Partner's Life Insurance will be based on the amount of the remaining Life Insurance in effect after payment of the Accelerated Death Benefit. All other terms and provisions of this policy will apply to the remaining portion. Receipt of an Accelerated Death Benefit does not affect any Accidental Death or Dismemberment insurance benefit in force on a Covered Employee's or Covered Dependent spouse's or Domestic Partner's life.

Exceptions

No Accelerated Death Benefit will be paid if:

1. the Covered Employee or Covered Dependent spouse or Domestic Partner is required by a court of law to exercise this option to satisfy a claim of creditors, whether in bankruptcy or otherwise;
2. the Covered Employee or Covered Dependent spouse or Domestic Partner is required by a governmental agency to exercise this option in order to apply for, receive, or continue a government benefit or entitlement;
3. all or a part of a Covered Employee's insurance must be paid to the Covered Employee's children or spouse or former spouse as part of a divorce decree, separate maintenance agreement or property settlement agreement;
4. the Covered Employee is married and lives in a community property state, unless the Covered Employee's spouse has given Liberty signed written consent; or
5. the Covered Employee or Covered Dependent spouse or Domestic Partner has previously received an Accelerated Death Benefit under this policy or any other group policy held by the Sponsor.

SECTION 4 - INSURANCE BENEFITS

(Continued)

DEPENDENT LIFE INSURANCE

Benefits

When Liberty receives satisfactory Proof of the Covered Dependent's death, Liberty will pay to the Covered Employee the amount in force on such Covered Dependent's life under this policy. The Dependent Life Insurance benefit will be paid in one sum. It is shown in the Schedule of Benefits.

Conversion Privilege

Conversion Privilege at Individual Termination or Reduction of Benefits:

If a Covered Dependent's coverage ends because:

1. of the Covered Employee's death; or
2. the Covered Employee's employment in an eligible class for Dependent Life Insurance ends,

the Covered Employee's Covered Dependent spouse or Domestic Partner may convert Dependent Life Insurance to an individual policy. Within 31 days after coverage ends, the Covered Dependent spouse or Domestic Partner must make written application to Liberty and pay the first premium payment. The individual policy will contain Life Insurance benefits only. The policy will be one then being offered by Liberty. Evidence of Insurability will not be required.

Conversion Privilege at Class or Policy Termination:

If a Covered Dependent's coverage ends because:

1. coverage ends for all employees; or
2. coverage ends for all employees in the Covered Employee's eligible class,

the Covered Dependent spouse or Domestic Partner is entitled to a limited conversion privilege. The Covered Employee must be entitled to convert to an individual policy in order for his Covered Dependent spouse or Domestic Partner to have this limited privilege. Conversion must be applied for in the same way as stated above. The amount the Covered Dependent spouse or Domestic Partner may convert is limited to the lesser of:

1. the amount the Covered Dependent spouse or Domestic Partner was covered for on the date coverage ended less any group insurance he becomes eligible for within 31 days; or
2. \$2,000.

The individual policy will become effective 31 days after the Covered Dependent spouse's or Domestic Partner coverage ends.

Death Within the 31 Days Allowed for Conversion:

Dependent Life Insurance is payable if a Covered Dependent spouse or Domestic Partner dies during this period. The amount payable is the amount the Covered Dependent spouse or Domestic Partner was entitled to convert. Such insurance will be paid under this policy. Any premium paid for an individual policy will be refunded.

SECTION 4 - INSURANCE BENEFITS

(Continued)

EMPLOYEE AND DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Benefits

Accidental Death and Dismemberment benefits are payable when a Covered Person suffers a loss solely as the result of accidental Injury that occurs while covered. The loss must occur within 365 days after the date of the accident. The benefit payable is called the Full Amount. It is shown in the Schedule of Benefits.

Loss Schedule:	Benefit Payable:
Life	Full Amount
Both Hands or Both Feet	Full Amount
Sight of Both Eyes	Full Amount
One Hand and One Foot	Full Amount
One Hand and Sight of One Eye	Full Amount
One Foot and Sight of One Eye	Full Amount
Speech and Hearing in Both Ears	Full Amount
One Hand or One Foot	One-half Full Amount
Sight of One Eye	One-half Full Amount
Speech or Hearing in Both Ears	One-half Full Amount
Thumb and Index Finger of the Same Hand	One-quarter Full Amount
Quadriplegia	Full Amount
Paraplegia	One-half Full Amount
Hemiplegia	One-half Full Amount
Diplegia	One-half Full Amount
Monoplegia	One-quarter Full Amount

Payment is made for loss due to each accident without regard to loss resulting from any prior accident. In no event may the total amount payable for all losses due to any one accident exceed the Full Amount.

Loss of hands or feet means complete severance through or above the wrist or ankle joint.

Loss of sight, speech or hearing must be total and irrecoverable.

Loss of thumb and index finger means that all of the thumb and index finger are cut off at or above the joint closest to the wrist. This benefit is not payable if a benefit is payable for the loss of the same entire hand.

Quadriplegia means the total and permanent paralysis of both upper and lower limbs.

Paraplegia means the total and permanent paralysis of both lower limbs.

Hemiplegia means the total and permanent paralysis of the upper and lower limbs on one side of the body.

Diplegia means the total and permanent paralysis of both arms.

Monoplegia means the total and permanent paralysis of one arm or one leg.

SECTION 4 - INSURANCE BENEFITS

(Continued)

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Benefits

Seat Belt Benefit

Liberty will pay an additional benefit if accidental death was caused by an Automobile accident while the Covered Person was driving or riding in an Automobile and the Covered Person was covered by this policy. The benefit is payable if the Covered Person was wearing a Seat Belt at the time of the accident. The benefit payable is shown in the Schedule of Benefits.

Liberty must be given satisfactory written Proof that the Covered Person's death resulted from an Automobile accident while wearing a Seat Belt. A copy of the police accident report should be submitted with the claim.

No benefit will be paid if the Covered Person was the driver of the Automobile and did not hold a current valid driver's license.

Air Bag Benefit

Liberty will pay an additional benefit if accidental death was caused by an Automobile accident while the Covered Person was driving or riding in an Automobile and the Covered Person was covered by this policy. The benefit is payable if the Covered Person was wearing a Seat Belt at the time of the accident and was seated behind a properly installed Air Bag. The benefit payable is shown in the Schedule of Benefits.

Liberty must be given satisfactory written Proof that the Covered Person's death resulted from an Automobile accident while wearing a Seat Belt and the Automobile was equipped with an Air Bag directly in front of the Covered Person. A copy of the police accident report should be submitted with the claim.

No benefit will be paid if the Covered Person was the driver of the Automobile and did not hold a current valid driver's license.

With respect to this provision, "**Air Bag**" means the passive restraint device in an Automobile which inflates automatically upon collision to provide protection in Automobile accidents. The Air Bag must meet the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration and be installed by the manufacturer.

With respect to this provision, "**Automobile**" means a private passenger motor vehicle licensed for use on public highways.

With respect to this provision, "**Seat Belt**" means a combination lap and shoulder restraint system that must meet the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration and be installed by the manufacturer. A Seat Belt will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt does not include a shoulder restraint alone.

SECTION 4 - INSURANCE BENEFITS

(Continued)

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)

Benefits (Continued)

Repatriation Benefit

Liberty will pay an additional benefit for the transportation of the Covered Person's body to a mortuary chosen by the Covered Person or beneficiary. Payment will be made in the event the Covered Person suffers loss of life at least 200 miles from the Covered Person's principal place of residence. Written proof of the expenses must be submitted to Liberty prior to payment. The benefit payable is shown in the Schedule of Benefits.

Exposure Benefit

Liberty will pay a benefit to the Covered Person or beneficiary in the event the Covered Person suffers a loss from exposure to the elements of nature by reason of a covered Injury. The benefit payable is shown on the Loss Schedule in the Accidental Death and Dismemberment provision.

Disappearance Benefit

Liberty will pay a benefit to the beneficiary in the event the body of the Covered Person is not found within 365 days after the disappearance, sinking or wrecking of a public conveyance in which the Covered Person was known to be a fare-paying Passenger. The Covered Person will be presumed to have died resulting from Injury caused by an accident. The benefit payable is equal to the Full Amount payable under Accidental Death and Dismemberment shown in the Schedule of Benefits.

With respect to this provision, "**Passenger**" is defined as an individual other than a pilot, operator or crew member who is riding in or on, boarding, or dismounting from a public conveyance.

SECTION 4 - INSURANCE BENEFITS

(Continued)

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)

Benefits (Continued)

Child Education Benefit

Liberty will pay a one-time benefit to the Covered Person or beneficiary on behalf of the Covered Person's Dependent children if the Covered Employee or Covered Dependent spouse or Domestic Partner suffers loss of life as a result of an accident provided:

1. the Dependent child meets the definition of Dependent under this policy; and
2. satisfactory proof is furnished to Liberty that the child is a Dependent child; and
3. on the date of the accident the Dependent child was at the 12th grade level and enrolls as a full-time student in an accredited post-secondary institution of higher learning within 365 days of the Covered Person's death; or
4. the Dependent child continues to be enrolled as a full-time student in an accredited post-secondary institution of higher learning.

The one-time benefit payable is shown in the Schedule of Benefits. A benefit will not be payable beyond the earlier of:

- a. 4 years;
- b. the attainment of a bachelor's degree; or
- c. the attainment of the Dependent maximum age shown in the Schedule of Benefits.

The maximum benefit payable under this provision is shown in the Schedule of Benefits.

SECTION 4 - INSURANCE BENEFITS

(Continued)

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)

Benefits (Continued)

Child Care Benefit

Liberty will pay a one-time benefit to the Covered Person or beneficiary on behalf of the Covered Person's Dependent children if the Covered Employee or Covered Dependent spouse or Domestic Partner suffers loss of life as a result of an accident provided:

1. the Dependent child meets the definition of Dependent under this policy; and
2. proof is furnished to Liberty that the child is a Dependent child and is age 7 or under; and
3. the Dependent child is enrolled within 365 days of the Covered Person's death or continues to be enrolled in a legally licensed Child Care Program.

Proof of a Dependent child's enrollment in a Child Care Program may be in the form of, but not limited to, the following:

1. a copy of the Dependent child's approved enrollment application in a Child Care Program; or
2. a canceled check which proves payment for a Child Care Program; or
3. a letter from the Child Care Program stating the Dependent child is attending a Child Care Program or has been enrolled in a Child Care Program and will be attending within 365 days of the date of the Covered Person's death.

The benefit payable is shown in the Schedule of Benefits. The maximum benefit payable under this provision is shown in the Schedule of Benefits.

With respect to this provision, "**Child Care Program**" means a center of child care which:

1. holds a license as a day care center, or is operated by a licensed day care provider, if required; or
2. if licensing is not required, operates primarily for the care of children on a daily basis for 12 months a year; and
3. is operated in a private home, school or other facility; and
4. customarily charges for the care provided.

A Child Care Program does not include a hospital; the Dependent child's home or care provided during normal school hours while a Dependent child is attending grades one through three.

SECTION 4 - INSURANCE BENEFITS

(Continued)

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)

Benefits (Continued)

Spouse Training Benefit

Liberty will pay a one-time benefit to a surviving Dependent spouse or Domestic Partner if the Covered Employee suffers loss of life as a result of an accident provided:

1. satisfactory proof is furnished to Liberty that the Dependent spouse or Domestic Partner meets the definition of Dependent under this policy; and
2. within 365 days after the Covered Employee's death, the surviving Dependent spouse or Domestic Partner is enrolled and attending an accredited institution or trades program for the purpose of obtaining employment or increasing earnings.

The benefit payable is shown in the Schedule of Benefits.

SECTION 4 - INSURANCE BENEFITS

(Continued)

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)

Benefits (Continued)

Coma Benefit

Subject to all terms, conditions, and limitations of the Policy, Liberty will pay a Coma Benefit if, as a result of an accident, the Covered Employee or Covered Dependent spouse or Domestic Partner becomes Comatose.

For the Coma benefit to be payable:

1. the Covered Employee or Covered Dependent spouse or Domestic Partner must become comatose within a 31 day period from the date of the accident; and
2. remain Comatose for at least 30 days.

The Coma Benefit payable is:

1. 10.00% of the full Accidental Death and Dismemberment benefit amount up to a maximum of \$5,000.00; and
2. in addition to the Accidental Death and Dismemberment benefit payable under the policy.

The Coma Benefit will be paid to the Covered Person or the designated beneficiary.

For the purposes of this provision, "**Coma**" or "**Comatose**" means complete and continuous:

1. unconsciousness; and
2. inability to respond to external or internal stimuli.

Liberty must be given satisfactory written proof of the Covered Employee's or Covered Dependent spouse's or Domestic Partner's medical condition.

SECTION 4 - INSURANCE BENEFITS

(Continued)

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)

Benefits (Continued)

Critical Burn Benefit

Subject to all terms, conditions, and limitations of the Policy, Liberty will pay a Critical Burn Benefit if, as a result of an accident, the Covered Employee or Covered Dependent spouse or Domestic Partner suffers a Critical Burn.

For the Critical Burn Benefit to be payable:

1. the Covered Employee or Covered Dependent spouse or Domestic Partner must, as a result of an accident that occurred while covered under the Policy Accidental Death and Dismemberment provision;
2. be Critically Burned and suffer scarring over at least 25% of their body; and
3. require reconstructive surgery.

The Critical Burn Benefit payable is:

1. 10.00% of the full Accidental Death and Dismemberment benefit amount up to a maximum of \$5,000.00; and
2. in addition to the Accidental Death and Dismemberment benefit payable under the policy.

With respect to this provision "**Critical Burn**" or "**Critically Burned**" means a third degree burn certified by a Physician that occurs while the Covered Employee or Covered Dependent spouse or Domestic Partner is covered for this Benefit.

SECTION 4 - INSURANCE BENEFITS

(Continued)

PORTABLE GROUP TERM LIFE INSURANCE

If any of a Covered Person's coverage under this Policy ends, he may be eligible to continue all or a part of the amount that ends, less any amount converted to an individual policy as provided in the Conversion Privilege, subject to any minimum and maximum amounts specified in this provision, as portable group term life insurance. The coverage must end because the Covered Employee is no longer in an eligible class or is no longer in Active Employment.

If a Covered Employee is eligible for portable group term life insurance, he may also elect portable group term life insurance on his Covered Dependent spouse, Domestic Partner, or Dependent child whose coverage under this policy ends. A Covered Dependent is eligible to directly apply for portable group term life insurance if they no longer satisfy the definition of Dependent under the policy.

Portable group term life insurance is not available if coverage ends because this policy terminates, or if any life insurance under this policy will be continued on a waiver of premium basis.

A Covered Person is eligible to apply for portable group term life insurance if he has no Injury or Sickness that has a material effect on his life expectancy.

An Injury or Sickness that has a material effect on life expectancy means a condition that, according to generally accepted medical opinion, may contribute to or result in death within the next 5 years. Some examples include cancers and lung diseases.

Any Covered Person is eligible for portable group term Life Insurance if:

1. he is under age 70;
2. he is a citizen or legal resident of the United States or Canada; and
3. he is not a full-time member of the armed forces of any country.

To apply for portable group term life insurance, a Covered Person must, within 31 days of the date a Covered Person ceases to be eligible for coverage under this policy submit a completed portable group term life insurance application along with the first premium payment and any required application fee to Liberty at the address shown on the application.

If a Covered Person is applying for coverage his portable group term life insurance will be effective at 12:01 A.M. Standard Time on the day after coverage under this policy ends as long as any required Evidence of Insurability is approved. A Covered Person is responsible for the expense of securing supporting information to satisfy Evidence of Insurability.

The policy available will be one then being offered by Liberty as portable group term life insurance. The premium due will be based on Liberty's then current rate for such policies that apply to the Covered Employee, Covered Dependent spouse or Domestic Partner, and Covered Dependent child's class of risk and age at birthday nearest to the effective date of portable group term life insurance.

The amount of portable group term life insurance may be decreased at any time. Once elected, the amount of portable group term life insurance may be increased annually, subject to Evidence of Insurability and Policy maximums.

COVERED EMPLOYEE PORTABLE GROUP TERM LIFE INSURANCE

The amount of portable group term life insurance a Covered Employee may apply for is subject to the following limits:

1. the maximum amount is equal to the lesser of:
 - a. the amount of insurance that terminated under this policy; or
 - b. \$500,000.00.
2. the minimum amount is \$10,000.00.

This amount is subject to any reductions due to age that may be contained in the portable group term life insurance policy.

DEPENDENT SPOUSE PORTABLE GROUP TERM LIFE INSURANCE

The amount of portable group term life insurance a Covered Dependent spouse or Domestic Partner may apply for is subject to the following limits:

1. the maximum amount is equal to the lesser of:
 - a. the amount of insurance that terminated under this policy; or
 - b. \$500,000.00.
2. the minimum amount is \$5,000.00.

This amount is subject to any reductions due to age that may be contained in the portable group term life insurance policy.

DEPENDENT CHILD PORTABLE GROUP TERM LIFE INSURANCE

An eligible person may apply for portable group term life insurance for their Dependent child, subject to the following limits:

1. the maximum amount is equal to the lesser of:
 - a. the amount of insurance that terminated under this policy; or
 - b. \$100,000.00.
2. the minimum amount is \$2,500.00.

This amount is subject to any reductions due to age that may be contained in the portable group term life insurance policy.

SECTION 5 - EXCLUSIONS

LIFE INSURANCE EXCLUSIONS

This policy has no applicable exclusions.

SECTION 5 - EXCLUSIONS (Continued)

ACCIDENTAL DEATH AND DISMEMBERMENT EXCLUSIONS

ACCIDENTAL DEATH EXCLUSIONS

No benefits are payable for death that is caused by:

1. war, or any act of war, if the cause of death occurs while the Covered Person is serving in the Military, or within six (6) months after termination of service in the military forces;
2. intentionally self-inflicted injuries, while sane or insane;
3. suicide, or suicide attempt, while sane or insane;
4. active Participation in a Riot;
5. committing or attempting to commit a felony or misdemeanor;
6. disease, bodily or mental illness (or medical or surgical treatment thereof);
7. infections, except septic infections of and through a visible wound;
8. controlled substances (as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments) that are voluntarily taken, ingested or injected, unless as prescribed or administered by a Physician;
9. boarding, leaving or being in or on any kind of aircraft. However, this exclusion will not apply if the Covered Person is a fare paying passenger on a commercial aircraft or traveling as a passenger in any aircraft that is owned or leased by or on behalf of the Sponsor; or
10. the presence of alcohol in the Covered Person's blood which raises a presumption that the Covered Person was under the influence of alcohol and contributed to the cause of the accident. The blood alcohol level is governed by the jurisdiction of the state in which the accident occurred; or
11. hazardous sports, including but not limited to, motor sports (land or water), mountain climbing, skydiving, parachuting, bungee jumping, hang gliding and scuba diving

No benefit will be payable for death as a result of Accidental Injury during any period of incarceration.

With respect to this provision, "**Participation**" shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the Covered Person, if such actions of defense are not taken against persons seeking to maintain or restore law and order including, but not limited to police officers and fire fighters.

SECTION 5 - EXCLUSIONS (Continued)

ACCIDENTAL DEATH EXCLUSIONS

With respect to this provision, "**Riot**" shall include all forms of public violence, disorder or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or the consequence of such disorder.

With respect to this provision, "**War**" includes, but is not limited to, declared war, armed aggression by one or more countries resisted on orders of any other country, combination of countries or international organization.

With respect to this provision, "**Act of War**" means any act peculiar to military, naval or air operations in time of war.

With respect to this provision, "**Military**" includes persons serving on active, Reserve and Guard duty.

SECTION 5 - EXCLUSIONS (Continued)

ACCIDENTAL DISMEMBERMENT EXCLUSIONS

No benefits are payable for dismemberment that is contributed to or caused by:

1. war, declared or undeclared, or any act of war;
2. intentionally self-inflicted injuries, while sane or insane;
3. suicide, or suicide attempt, while sane or insane;
4. active Participation in a Riot;
5. committing or attempting to commit a felony or misdemeanor;
6. disease, bodily or mental illness (or medical or surgical treatment thereof);
7. infections, except septic infections of and through a visible wound;
8. controlled substances (as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments) that are voluntarily taken, ingested or injected, unless as prescribed or administered by a Physician;
9. serving full-time active duty in the Armed Forces of any country or international authority;
10. boarding, leaving or being in or on any kind of aircraft. However, this exclusion will not apply if the Covered Person is a fare paying passenger on a commercial aircraft or traveling as a passenger in any aircraft that is owned or leased by or on behalf of the Sponsor; or
11. the presence of alcohol in the Covered Person's blood which raises a presumption that the Covered Person was under the influence of alcohol and contributed to the cause of the accident. The blood alcohol level is governed by the jurisdiction of the state in which the accident occurred; or
12. hazardous sports, including but not limited to, motor sports (land or water), mountain climbing, skydiving, parachuting, bungee jumping, hang gliding and scuba diving

No benefit will be payable for dismemberment suffered as a result of Accidental Injury during any period of incarceration.

With respect to this provision, "**Participation**" shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the Covered Person, if such actions of defense are not taken against persons seeking to maintain or restore law and order including, but not limited to police officers and fire fighters.

With respect to this provision, "**Riot**" shall include all forms of public violence, disorder or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or the consequence of such disorder.

SECTION 6 - TERMINATION PROVISIONS

Termination of a Covered Person's Insurance

A Covered Person will cease to be insured on the earliest of the following dates:

1. the date this policy terminates, but without prejudice to any claim originating prior to the time of termination;
2. the date the Covered Employee is no longer in an eligible class;
3. the date the Covered Employee's class is no longer included for insurance;
4. the last day for which any required Employee contribution has been made;
5. the date employment (status as an active Employee) or eligibility ends for any reason; or
6. the date the Covered Employee ceases to be in Active Employment due to a labor dispute, including any strike, work slowdown, or lockout.

Liberty reserves the right to review and terminate all classes insured under this policy if any class(es) cease(s) to be covered.

SECTION 6 - TERMINATION PROVISIONS

(Continued)

Policy Termination

1. Termination of this policy under any conditions will not prejudice any claim which occurs while this policy is in force.
2. If the Sponsor fails to pay any premium within the grace period, this policy will terminate at 12:00 midnight Standard Time on the last day of the grace period. The Sponsor may terminate this policy by advance written notice delivered to Liberty at least 31 days prior to the termination date. This policy will not terminate during any period for which premium has been paid. The Sponsor will be liable to Liberty for all premiums due and unpaid for the full period for which this policy is in force.
3. Liberty may terminate this policy on any premium due date by giving written notice to the Sponsor at least 31 days in advance if:
 - a. the number of Employees insured is fewer than 10; or
 - b. less than 25.00% of the Employees eligible for any contributory optional insurance are insured for it; or
 - c. the Sponsor fails:
 - i. to furnish promptly any information which Liberty may reasonably require; or
 - ii. to perform any other obligations pertaining to this policy.
4. Liberty may terminate this policy or any coverage(s) afforded hereunder and for any class of covered Employees on any premium due date after it has been in force for 12 months. Liberty will provide written notice of such termination to the Sponsor at least 31 days before the termination is effective.
5. Termination may take effect on an earlier date if agreed to by the Sponsor and Liberty.

SECTION 7 - GENERAL PROVISIONS

Appeal Process

Liberty will notify in writing any Covered Person or beneficiary whose claim is denied in whole or part. That written notice will explain the reasons for denial. If the claimant does not agree with the reasons given, he may request an appeal of the claim. To do so, the claimant should write to Liberty within 60 days after the notice of denial was received. The claimant should state why he believes the claim was improperly denied. Any data, questions or comments that the claimant thinks are appropriate should be included. Unless Liberty makes a request for additional material in a timely fashion, the claimant will be advised of Liberty's decision within 60 days after his letter is received.

Assignment

The coverage under this policy is not assignable by the Sponsor without Liberty's written consent. A Covered Employee may assign all of his present and future right, title, interest, and incidents of ownership of:

1. any Life Insurance;
2. any disability provision of Life Insurance; and
3. any Accidental Death and Dismemberment Insurance under this policy.

Such assignment will include, but is not limited to, the rights:

1. to make any contribution required to keep the coverage in force;
2. to exercise any conversion privilege; and
3. to change the beneficiary.

Beneficiary

Each Covered Employee must name a beneficiary to whom the insurance benefits under this policy are payable. If more than one beneficiary is named and if their interests are not specified, any surviving Beneficiaries will share equally. For any Dependent Life Insurance, the Covered Employee is automatically designated as the beneficiary.

If, at the death of a Covered Employee, there is no named or surviving beneficiary, Liberty will pay the benefits to the executor or administrator of the Covered Employee's estate. Liberty may, at its option, pay the benefits to a surviving relative in the following order: spouse, child, parent, sibling. Such payment will release Liberty of all further liability to the extent of payment.

A Covered Employee may change his beneficiary at any time by written request. Liberty or the Sponsor will provide a form for that purpose. Any change of beneficiary will take effect when the Sponsor receives the written request whether or not the Covered Employee is alive at that time. Such change will relate back to the date of the request. Any change of beneficiary will not apply to any payment made before the request was received by the Sponsor.

Conformity with State Statutes

Any provision of this policy which, on its effective date, is in conflict with the statutes of the governing jurisdiction of this policy is hereby amended to conform to the minimum requirements of such statute.

SECTION 7 - GENERAL PROVISIONS

(Continued)

Employee's Certificate

Liberty will provide a Certificate to the Sponsor for delivery to Covered Employees. It will state:

1. the name of the insurance company and the policy number;
2. a description of the insurance provided;
3. the method used to determine the amount of benefits;
4. to whom benefits are payable;
5. limitations or reductions that may apply;
6. the circumstances under which insurance terminates; and
7. the rights of the Covered Person upon termination of this policy.

If the terms of a Certificate and this policy differ, this policy will govern.

Entire Contract - Policy Changes

1. This policy is the entire contract. It consists of:
 - a. all of the pages;
 - b. the attached signed Application of the Sponsor; and
 - c. if contributory each Employee's signed application for insurance.
2. This policy may be changed in whole or in part. Only an officer of Liberty can approve a change to the policy. The approval must be in writing and endorsed on or attached to this policy.
3. No other person, including an agent, may change this policy or waive any part of it.

Examination

Liberty, at its own expense, has the right and opportunity to have a Covered Person, whose Injury or Sickness is the basis of a claim, examined or evaluated at reasonable intervals deemed necessary by Liberty. This right may be used as often as reasonably required. Liberty may also require an autopsy unless prohibited by law.

Facility of Payment

If a beneficiary or Covered Person is a minor or is physically or mentally incapable of giving a valid release for payment, Liberty, at its option, may make payment not to exceed \$2,000.00 to a party who appears to have assumed responsibility for the care and support of such person. Liberty will only make such payment until claim is made by a guardian of the estate of the beneficiary or the Covered Person. Such payment will release Liberty of all further liability to the extent of payment.

SECTION 7 - GENERAL PROVISIONS

(Continued)

Furnishing of Information - Access to Records

1. The Sponsor will furnish at regular intervals to Liberty:
 - a. information relative to Employees:
 - i. who qualify to become insured;
 - ii. whose amounts of insurance change; and/or
 - iii. whose insurance terminates.
 - b. any other information about this policy that may be reasonably required.

The Sponsor's records which, in the opinion of Liberty, have a bearing on the insurance will be opened for inspection at any reasonable time.

2. Clerical error or omission will not deprive an Employee of insurance.

Incontestability

This policy will not be contested, except for nonpayment of premium, after it has been in force for two years from the date of issue. The coverage of any Covered Person shall not be contested, except for nonpayment of premium, on the basis of a statement made relating to insurability of the Covered Person after such coverage has been in force for two years during the Covered Person's lifetime.

In the absence of fraud, any statements in any application will be deemed representations and not warranties. No representation made by:

1. the Sponsor in applying for this policy will make it void unless the representation is contained in the Sponsor's signed Application; or
2. any Covered Person in enrolling for insurance under this policy will be used to reduce or deny a claim unless the representation is contained in an application signed by him and such application is given to him or his beneficiary.

Interpretation of the Policy

Liberty shall possess the authority, in its sole discretion, to construe the terms of this policy and to determine benefit eligibility hereunder. Liberty's decisions regarding construction of the terms of this policy and benefit eligibility shall be conclusive and binding.

Legal Proceedings

A claimant or the claimant's authorized representative cannot start any legal action:

1. until 60 days after Proof of claim has been given; or
2. more than one year after the time Proof of claim is required.

Legal actions are contingent upon first having followed the Claims and Appeals procedure outlined in this policy.

SECTION 7 - GENERAL PROVISIONS

(Continued)

Misstatement of Age

If a Covered Person's age has been misstated, an equitable adjustment will be made in the premium. If the amount of the benefit is dependent upon the Covered Person's age, the amount of the benefit will be the amount the Covered Person would have been entitled to if his correct age were known.

A refund of premium will not be made for a period more than 12 months before the date Liberty is advised of the error.

Notice and Proof of Claim

1. Notice

- a. Notice of claim must be given to Liberty within 30 days of the date of the loss on which the claim is based. If that is not possible, Liberty must be notified as soon as it is reasonably possible to do so. Such notice of claim must be received in a form or format satisfactory to Liberty.
- b. When written notice of claim is applicable and has been received by Liberty, the Covered Person will be sent claim forms. If the forms are not received within 15 days after written notice of claim is sent, the Covered Person can send to Liberty written Proof of claim without waiting for the forms.

2. Proof

- a. Satisfactory Proof of loss must be given to Liberty no later than 30 days after the date of loss.
- b. Failure to furnish such Proof within such time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such Proof within such time. Such Proof must be furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity of the claimant, later than one year from the time Proof is otherwise required.

Liberty reserves the right to determine if the Covered Person's Proof of loss is satisfactory.

Optional Methods of Settlement

Benefits are usually payable in one sum. However, the Covered Person may elect in writing to have the proceeds paid through an installment program offered by Liberty. If the Covered Person makes no such election, his beneficiary may do so at the Covered Person's death.

Any installments remaining after the death of the payee will be paid as directed in the election of this option. Such direction is subject to the approval of Liberty.

Liberty Security Account

If the benefits to be paid total more than \$10,000, a beneficiary may elect to have the proceeds deposited into a Liberty Security Account. The Liberty Security Account is an interest-bearing checking account, that is fully guaranteed by Liberty, and the beneficiary may draw on the entire sum of the proceeds at any time. If the Liberty Security Account is not elected, benefits may be paid in one sum.

Payment of Benefits

All benefits are payable when Liberty receives written satisfactory Proof of loss. Benefits for loss of life of the Covered Employee are paid to the beneficiary. Benefits for loss of life of the Covered Dependent are paid to the Covered Employee. Benefits for other losses are paid to the Covered Employee.

SECTION 7 - GENERAL PROVISIONS

(Continued)

Right of Recovery

Liberty has the right to recover any overpayment of benefits caused by, but not limited to, the following:

1. fraud;
2. any error made by Liberty in processing a claim; or
3. any error made in the eligibility or administration of this policy by the Sponsor.

Liberty may recover an overpayment by, but not limited to, the following:

1. requesting a lump sum payment of the overpaid amount;
2. reducing any benefits payable under this policy; or
3. taking any appropriate collection activity available including any legal action needed.

It is required that full reimbursement be made to Liberty.

Workers' Compensation

This Policy and the coverages provided are not in lieu of, nor will they affect any requirements for coverage under any Workers' Compensation Law or other similar law.

SECTION 8 - PREMIUMS

Premium Rates

Liberty has set the premiums that apply to the coverage(s) provided under this policy. Those premiums are shown in a notice given to the Sponsor with or prior to delivery of this policy.

A change in the initial premium rate(s) will not take effect within the first 36 months except that Liberty may change premium rates at any time for reasons which affect the risk assumed, including those reasons shown below:

1. a change occurs in the policy design;
2. a division, subsidiary or Associated Company is added to or deleted from this policy;
3. when the number of Covered Persons changes by 15.00% or more from the number insured on this policy's effective date; or
4. a change in existing law which affects this policy.

Liberty may, upon notice to the Sponsor, set new premium rates to become effective on or at any time after the first anniversary date of this policy. However, no premium may be changed unless Liberty notifies the Sponsor at least 31 days in advance. Premium changes may take effect on an earlier date when both Liberty and the Sponsor agree.

Payment of Premiums

1. All premiums due under this policy, including adjustments, if any, are payable by the Sponsor on or before their due dates at Liberty's Administrative Office, or to Liberty's agent. The due dates are specified on the first page of this policy.
2. All payments made to or by Liberty shall be in United States dollars.
3. If premiums are payable on a monthly basis, premiums for additional or increased insurance becoming effective during a policy month will be charged from the next premium due date.
4. The premium charge for insurance terminated during a policy month will cease at the end of the policy month in which such insurance terminates. This manner of charging premium is for accounting purposes only. It will not extend insurance coverage beyond a date it would have otherwise terminated as shown in the "Termination of a Covered Person's Insurance" provision of this policy.
5. If premiums are payable on other than a monthly basis, premiums for additional, increased, reduced or terminated insurance will cause a prorated adjustment on the next premium due date.
6. Except for fraud and premium adjustments, refunds of premiums or charges will be made only for:
 - a. the current policy year; and
 - b. the immediately preceding policy year.

SECTION 8 - PREMIUMS

(Continued)

Grace Period

A grace period of 30 days will be allowed for the payment of premium after a premium due date other than the first. No interest will be charged. During this period this policy will continue in force. But, if the Sponsor gives Liberty written notice to terminate the policy on an earlier date, then this policy will end on such earlier date. The Sponsor must pay the pro rata premium for the time the policy was in force during the grace period.