

## 

Application is hereby made to American United Life Insurance Company® of Indianapolis, Indiana, by Marion-Florence USD #408

Whose main office is: 101 N Thorp Street | | Marion, KS

Zip Code: 66861

For Group Policy Number: G 00618865-0000-000

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

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

It is agreed that this Application supersedes any previous application for the Group Policy. By (Signature & Title) Licensed Resident Agent Witness PERPETUAL CONTINUING PROXY Contractholder/Policyholder: Marion-Florence USD #408 Contract/Policy No: G 00618865-0000-000 Because I am a Contractholder/Policyholder, I am automatically a voting member of the parent company, American United Mutual Insurance Holding Company (the "Holding Company"). For all matters submitted by the Holding Company to its members for a vote, I may vote in person. Annual meetings are held at the Holding Company's principal place of business in Indianapolis, Indiana on the third Thursday of February in Indianapolis, Indiana or at such other location, place, or time as may be designated by the Board of Directors. I may receive no further notices of the annual meetings. I can choose to submit my proxy instead of personally attending the meeting. I have checked the box below if I have made that choice. I APPOINT the Secretary of the Holding Company, or in the absence of the Secretary the President, to vote MY PROXY upon all questions or matters that are submitted to a member vote, including elections of Directors of the Holding Company's Board of Directors. The Secretary or President, as the case may be, must vote my Proxy as directed by the Board of Directors and in accordance with the By-Laws of the Holding Company. If I have checked the proxy designation box above, I instruct the Holding Company to record my PERPETUAL CONTINUING PROXY. I INTEND FOR MY PROXY TO REMAIN IN EFFECT as long as I am a voting member of the Holding Company or until I submit a revocation or modification of this Proxy in writing to the Holding Company. Signed at this day of (City, State)

Signature of Contractholder/Policyholder

(Witness Signature)



## IMPORTANT! SIGN AND KEEP ATTACHED TO YOUR POLICY!

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It is agreed that this Application supersedes any previous application for the Group Policy.						
Ву			Date			
Witness	(Signature & Title)		Licensed Resident Agent			
PERPETUAL CONTINUING PROXY Contractholder/Policyholder: Marion-Florence USD #408						
Contract/Pe	olicy No: G 00618865-0000-000					
Because I am a Contractholder/Policyholder, I am automatically a voting member of the parent company, American United Mutual Insurance Holding Company (the "Holding Company").						
For all matters submitted by the Holding Company to its members for a vote, I may vote in person. Annual meetings are held at the Holding Company's principal place of business in Indianapolis, Indiana on the third Thursday of February in Indianapolis, Indiana or at such other location, place, or time as may be designated by the Board of Directors. I may receive no further notices of the annual meetings.						
I can choose to submit my proxy instead of personally attending the meeting. I have checked the box below if I have made that choice.						
I APPOINT the Secretary of the Holding Company, or in the absence of the Secretary the President, to vote MY PROXY upon all questions or matters that are submitted to a member vote, including elections of Directors of the Holding Company's Board of Directors. The Secretary or President, as the case may be, must vote my Proxy as directed by the Board of Directors and in accordance with the By-Laws of the Holding Company.						
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Signed at		this	day of	_		
	(City, State)					
	(Witness Signature)		Signature of Contractholder/Policyholder	_		

G-1029C



# American United Life Insurance Company® Indianapolis, Indiana 46206-0368

In consideration of the application for this policy made by:

Marion-Florence USD #408 (Hereinafter called the Group Policyholder)

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

The group policy number is G 00618865-0000-000. The effective date of this policy is 09/01/2019. The first premium is due on the effective date. Subsequent premiums are due each succeeding Coverage Month. The policy anniversary date is 10/01 of each year.

The first Coverage Month begins on the 1st day of September and ends on the 30th day of September. Each succeeding Coverage Month runs for a like period thereafter.

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

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

Richard M. Ellery Secretary and General Counsel

Zild M. Eller

J. Scott Davison

Chairman, President and Chief Executive Officer

GROUP VOLUNTARY TERM LIFE INSURANCE POLICY
WITH AN ACCELERATED LIFE BENEFIT
NOTE: RECEIPT OF THE ACCELERATED LIFE BENEFIT MAY BE TAXABLE.
PLEASE SEEK ASSISTANCE FROM A PERSONAL TAX ADVISOR.

G 2536 TITLE PAGE

## **TABLE OF CONTENTS**

	SECTION	
PROVISIONS		
Schedule of Benefits	1	
Definitions	2	
Eligibility, Enrollment, and Individual Effective Date	3	
Continuity of Coverage	5	
Changes in Insurance Coverage	6	
Continuation of Insurance	7	
Portability	7A	
Waiver of Premium	8	
Individual Terminations	9	
Conversion Privilege	10	
Individual Reinstatements	11	
Accidental Death and Dismemberment Accidental Death Seat Belt Benefit Accidental Death Air Bag Benefit Accidental Death Repatriation Benefit Accidental Death Child Higher Education Benefit Accidental Death Child Care Benefit		
Accelerated Life Benefit	13	
Suicide Limitation	14	
Payment of Death Benefits	15	
Naming of Beneficiary		
The Death Claim		
Determination of Death Benefit Payee		
Selection of Payment Method		

# **TABLE OF CONTENTS** (Continued)

	SECTION	
PROVISIONS		
Dependent Insurance	20	
Eligibility	20A	
Individual Effective Date	20B	
Changes in Insurance Coverage	20C	
Waiver of Premium	20D	
Individual Terminations	<b>20</b> E	
Conversion Privilege	20F	
Accidental Death and Dismemberment	20G	
Accidental Death Seat Belt Benefit	20G-1	
Accidental Death Air Bag Benefit	20G-2	
Accidental Death Repatriation Benefit	20G-3	
Spouse Accidental Death Child Higher Education Benefit	20G-4	
Spouse Accidental Death Child Care Benefit	20G-5	
Dependent Spouse Accelerated Life Benefit	20H	
Suicide Limitation	20I	
Payment of Death Benefits	20J	
Dependent Termination	20K	
General Policy Provisions		
Premium Payment		
Insured Units		
Termination of the Policy		
Termination of a Portable		

#### **SECTION 1 - SCHEDULE OF BENEFITS**

This coverage is only offered to the Person if the required premiums are paid timely and if:

- 1) the coverage was requested in the application signed by Group Policyholder and approved by AUL;
- 2) the Person requested the coverage on an application form approved by AUL; and
- 3) AUL determines in its discretion or judgment all other terms, conditions, and requirements outlined in this insurance contract have been met.

CLASS: 001

CLASSIFICATION: All Eligible Full-Time Employees

#### LIFE AMOUNT:

The Life Amount is a flat amount available in \$1,000 increments. The minimum Life Amount is \$10,000. The maximum Life Amount is \$150,000, or five times the Employee's Annual Base Salary, then rounded up to the next \$10,000 whichever is less.

### ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) PRINCIPAL SUM:

The AD&D Principal Sum is a flat amount available in \$1,000 increments. The minimum AD&D Principal Sum is \$10,000. The maximum AD&D Principal Sum is \$150,000, or five times the Employee's Annual Base Salary, then rounded up to the next \$10,000 whichever is less.

## ACCELERATED LIFE BENEFIT (ALB):

You may request payment of 25%, 50%, or 75% of the Life Amount. This benefit is available on Life Amounts of \$10,000 or more. The maximum payment is limited to 25%, 50%, or 75% of the Life Amount shown; however, AUL will not issue an amount less than \$2,500. See Section 13.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS: These benefits are included. See Section 12.

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

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

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

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

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

ANNUAL BASE SALARY: Annual Base Salary Only. See Section 2.

CHANGES IN INSURANCE COVERAGE: Anniversary-First. See Section 6.

CONTRIBUTIONS: Employee premium contributions are required. See Section 2.

ELIGIBILITY: First of the Month. See Section 3.

FULL-TIME EMPLOYEE REQUIREMENT: 20 hours or more per week. See Section 2.

GUARANTEED INCREASE IN BENEFIT (GIB): This benefit is included for this class in this policy. See Section 6.

GUARANTEED ISSUE AMOUNT (GIA): The Guaranteed Issue Amount is \$150,000.

Any amount of coverage for which You request greater than the Guaranteed Issue Amount will only be available following written approval by AUL. Approval will be based on Evidence of Insurability and information satisfactory to AUL. If coverage for amounts greater than the Guaranteed Issue Amount is approved, coverage will begin on the date identified in writing by AUL. See Section 3.

# SECTION 1 - SCHEDULE OF BENEFITS (Continued)

INDIVIDUAL EFFECTIVE DATE: First of the Month. See Section 3.

INDIVIDUAL REINSTATEMENTS: First of the Month. See Section 11.

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

#### INITIAL ENROLLMENT PERIOD

Present Employees: Between 07/24/2019 and 08/31/2019. See Section 3.

New Employees: 31 days following the Employees Eligibility Date. See Section 3.

PORTABILITY: This benefit is included.

REDUCTIONS: Upon attainment of age 70, the Life Amount and AD&D Principal Sum will reduce by 60%. Upon attainment of age 75, the Life Amount and AD&D Principal Sum will reduce by 75% of the original amount.

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

SUICIDE LIMITATION: This limitation is included. See Section 14.

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

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

WAITING PERIOD for New Employees hired on or after the Group Policyholder's effective date: First of the Month following 0 days. Also, see Eligibility, Section 3.

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

## SECTION 1 - SCHEDULE OF BENEFITS DEPENDENT INSURANCE

This coverage is only offered to the Person's Dependent if the required premiums are paid timely and if:

- 1) the coverage was requested in the application signed by Group Policyholder and approved by AUL;
- 2) the Person requested the coverage on an application form approved by AUL; and
- 3) AUL determines in its discretion or judgment all other terms, conditions, and requirements outlined in this insurance contract have been met.

Class 001, Option 01

#### SPOUSE under age 99:

LIFE AMOUNT: The Dependent Life Amount is a flat dollar amount purchased in \$500 increments. The minimum Life Amount is \$10,000. The maximum Life Amount is \$50,000. The Dependent Life Amount is limited to 100% of the Employee's Life Amount.

ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) PRINCIPAL SUM: The Dependent AD&D Principal Sum is a flat dollar amount purchased in \$500 increments. The minimum AD&D Principal Sum is \$10,000. The maximum AD&D Principal Sum is \$50,000. The Dependent AD&D Principal Sum is limited to 100% of the Employee's AD&D Principal Sum.

#### GUARANTEED ISSUE AMOUNT FOR DEPENDENT SPOUSE: \$50,000

Any amount of coverage for which the Dependent requests greater than the Guaranteed Issue Amount will only be available following written approval by AUL. Approval will be based on Evidence of Insurability and information satisfactory to AUL. If coverage for amounts greater than the Guaranteed Issue Amount is approved, coverage will begin on the date identified in writing by AUL. See Section 20C.

## CHILD live birth to under 6 months:

LIFE AMOUNT: \$1,000

ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) PRINCIPAL SUM: \$1,000

GUARANTEED ISSUE AMOUNT FOR DEPENDENT CHILD (live birth to under 6 months): \$1,000 Any amount of coverage for which the Dependent requests greater than the Guaranteed Issue Amount will only be available following written approval by AUL. Approval will be based on Evidence of Insurability and information satisfactory to AUL. If coverage for amounts greater than the Guaranteed Issue Amount is approved, coverage will begin on the date identified in writing by AUL. See Section 20C.

## CHILD 6 months to under 19 years or under age 25 if a full-time student:

LIFE AMOUNT: \$10,000

ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) PRINCIPAL SUM: \$10,000

GUARANTEED ISSUE AMOUNT FOR DEPENDENT CHILD (6 months to under 19 years or under age 25 if a full-time student): \$10,000

Any amount of coverage for which the Dependent requests greater than the Guaranteed Issue Amount will only be available following written approval by AUL. Approval will be based on Evidence of Insurability and information satisfactory to AUL. If coverage for amounts greater than the Guaranteed Issue Amount is approved, coverage will begin on the date identified in writing by AUL. See Section 20C.

## SECTION 1 - SCHEDULE OF BENEFITS DEPENDENT INSURANCE (Continued)

Class 001, Option 01

DEPENDENT ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS: These benefits are included. See Section 20G.

SEAT BELT BENEFIT: See Section 20G-1.

AIR BAG BENEFIT: See Section 20G-2.

REPATRIATION BENEFIT: See Section 20G-3.

SPOUSE CHILD HIGHER EDUCATION EXPENSE BENEFIT: See Section 20G-4.

SPOUSE CHILD CARE BENEFIT: See Section 20G-5.

DEPENDENT LIFE WAIVER OF PREMIUM: This benefit is included for this class in this policy. See Section 20D.

#### DEPENDENT SPOUSE ACCELERATED LIFE BENEFIT:

You may apply to receive payment of 50% or 75% of the Dependent Spouse Life Amount. This benefit is available on a Dependent Spouse Life Amount of \$5,000 or more. The maximum payment is limited to 75% of the Dependent spouse Life Amount shown; however, AUL will not approve a payment amount less than \$2,500. See Section 20H, Accelerated Life Benefit for Dependent spouse.

REDUCTIONS: The Amounts of Dependent Life Insurance and Dependent AD&D Principal Sum will reduce according to the Employee's reduction schedule when the Spouse reaches age 70.

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

SUICIDE LIMITATION: This limitation is included in a Dependent's insurance coverage. See Section 201.

TERMINATIONS: Terminations are governed by the Dependent Individual Terminations section of the policy. See Section 20E.

#### **SECTION 2 - DEFINITIONS**

Refer to the Schedule of Benefits under ANNUAL BASE SALARY to determine applicable class(es) for the ANNUAL BASE SALARY definitions(s) below.

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

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

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

APPLICATION means the applications for insurance executed by the Group Policyholder and approved in writing by AUL.

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

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

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

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

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

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

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

#### **DEPENDENT** means:

- 1) an Employee's legal spouse under age 99;
- 2) an Employee's unmarried Child from live birth and under the age of 19, if the Child:
  - a) is not eligible under the policy for Personal Insurance;
  - b) is not in the military of any country; and
  - c) is dependent upon the Employee for principal support and is claimed as a dependent on the Employee's federal income tax return;
- 3) an Employee's unmarried Child under the age of 25, if the Child:
  - a) is registered at and attending an accredited educational institution on a full-time basis as defined by the regulations of the institution, and
  - b) is dependent upon the Employee for principal support and is claimed as a dependent on the Employee's federal income tax return; and
- 4) an Employee's unmarried Child who is disabled and incapable of self-sustaining employment as a result of mental or physical disability. The Child must have been disabled prior to age 19. If the Child is at least age 19 on the Employee's effective date, coverage is subject to AUL's receiving written proof of the disability on that date including but not limited to receipt of Social Security Administration disability benefits. If the Child is not at least age 19, extension of coverage is subject to AUL's receiving written proof of the disability not later than 120 days after the Child attains age 19. Proof of continued disability shall be required not more than once each year thereafter.

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

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

ELIMINATION PERIOD see Waiver of Premium, Section 8, if included in the policy.

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

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

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

#### EMPLOYER see GROUP POLICYHOLDER.

EVIDENCE OF INSURABILITY means a signed statement of proof acceptable to AUL of an Employee's or Dependent's medical history provided at no expense to AUL, and, if requested by AUL, medical records, tests, and/or examinations at no expense to AUL. Satisfactory Evidence of Insurability must include information and documentation which can be used by AUL to determine if the individual is an acceptable underwriting risk and can be approved for coverage under AUL's guidelines.

GRANDFATHERED RETIREE, see Retirees, Section 4, if included in this policy.

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

GROUP POLICYHOLDER means the entity which applied for and was approved by AUL for coverage. Any references to Group Policyholder used in this policy shall include Insured Units.

A Group Policyholder is eligible for coverage under this policy as determined by AUL. In order for the Group Policyholder to remain eligible for coverage under this policy, participation must not be less than 10 insured's in each Group Policyholder.

GROUP POLICYHOLDER'S ANNIVERSARY DATE means the date once a year which marks when the Group Policyholder became insured under the policy.

REGULAR ATTENDANCE means that an Employee or Dependent:

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

RETIREE means an individual who, on his last day of Active Work prior to retirement, was an Actively at Work Employee and who is receiving benefits under the Group Policyholder's retirement plan. Retiree does not include an Employee who is receiving benefits under his retirement plan solely due to being Totally Disabled and who otherwise does not meet the Group Policyholder's retirement plan's criteria for receipt of benefits, see Retirees, Section 4, if shown in this policy.

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

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

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

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

YOU and YOUR when used in this policy's certificate means an Employee who meets the requirements of the Eligibility and Individual Effective Date Sections.

## SECTION 3 - ELIGIBILITY, ENROLLMENT, AND INDIVIDUAL EFFECTIVE DATE

#### **DEFINITIONS**

INITIAL ENROLLMENT PERIOD means either of the periods during which an Employee may first make written application for coverage under this policy and includes:

- 1) For a Present Employee, the Initial Enrollment Period is the period of time agreed to by AUL, and shown in the Schedule of Benefits.
- 2) For a New Employee, the Initial Enrollment Period is:
  - a) the period ending on the number of days selected by the Group Policyholder and as shown in the Schedule of Benefits after the date the Employee becomes eligible for coverage under this policy; or
  - b) the next Scheduled Enrollment Period after the date the Employee becomes eligible for coverage under this policy.

LATE ENROLLEE means a Present or New Employee who did not request coverage during his Initial Enrollment Period.

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

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

SCHEDULED ENROLLMENT PERIOD means period of days shown in the application after the Group Policyholder's Effective Date, during which an Employee may apply to become covered under this policy, or during which an Employee may apply to change his coverage amounts. This period must be approved in writing by AUL.

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

## SECTION 3 - ELIGIBILITY, ENROLLMENT, AND INDIVIDUAL EFFECTIVE DATE (Continued)

#### ELIGIBILITY OF EMPLOYEE

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

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

### **ENROLLMENT**

Any eligible Employee, prior to receiving coverage under this policy, must make written request for coverage under this policy to AUL on a form approved by AUL and must make timely contributions of the required amount of premium to AUL. An eligible Employee may request coverage only during an Initial or Scheduled Enrollment Period as follows:

- 1) During an Employee's Initial Enrollment Period, an Employee may request coverage under any options offered by AUL and as shown on the Schedule of Benefits.
- 2) During an Employee's Scheduled Enrollment Period:
  - a) If an Employee did not request coverage during his Initial Enrollment Period, he will be considered a Late Enrollee. Enrollment at a later date can only be conducted during a Scheduled Enrollment Period. Satisfactory Evidence of Insurability will be required before any coverage will be approved by AUL.
  - b) An Employee may apply to increase his Life Amount with satisfactory Evidence of Insurability. See Section 6, Changes in Insurance Coverage.

## SECTION 3 - ELIGIBILITY, ENROLLMENT, AND INDIVIDUAL EFFECTIVE DATE (Continued)

#### INDIVIDUAL EFFECTIVE DATE OF INSURANCE

### Present Employee

For an eligible Present Employee the Individual Effective Date of Insurance will be the Group Policyholder's Effective Date.

## New Employee

If the application indicates coverage will be effective on the first day of the Coverage Month following the Waiting Period for an eligible New Employee, the Individual Effective Date of Insurance for coverage requested during the Initial Enrollment Period, the Individual Effective Date will be:

- 1) the date of the request, if that date is the first day of a Coverage Month; or
- 2) the first day of the next Coverage Month, if the request is made after the first day of a Coverage Month.

If an Employee is not Actively At Work on the date insurance would otherwise become effective, the Individual Effective Date is the date the Employee returns to full-time Active Work.

### LATE ENROLLEES

FOR COVERAGE REQUESTED BY A LATE ENROLLEE DURING A SCHEDULED ENROLLMENT PERIOD, SATISFACTORY EVIDENCE OF INSURABILITY WITHOUT EXPENSE TO AUL IS REQUIRED AND THE INDIVIDUAL EFFECTIVE DATE OF INSURANCE WILL BE IDENTIFIED BY AUL.

#### **EVIDENCE OF INSURABILITY**

Evidence of Insurability is required if:

- 1) request is made by a Late Enrollee;
- 2) request is made after a termination of insurance due to failure to pay the required amount of premium timely;
- 3) the amount requested by the Employee during the Initial Enrollment Period exceeds the Guaranteed Issue Amount shown in the Schedule of Benefits; or
- 4) the Employee requests an increase in coverage not allowed under the Guaranteed Increase Benefit.

Any amount of coverage for which the Employee requests greater than the Guaranteed Issue Amount will only be available following written approval by AUL. Approval will be based on Evidence of Insurability and information satisfactory to AUL. If coverage for amounts greater than the Guaranteed Issue Amount is approved, coverage will begin on the date identified in writing by AUL. If an amount greater than the Guaranteed Issue Amount is not approved by AUL, the Life Amount will be equal to the Guaranteed Issue Amount and will be effective as set forth above.

#### **SECTION 5 - CONTINUITY OF COVERAGE**

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

References to Dependent used in this section apply only if this policy includes Dependent Insurance.

Coverage will be extended under this section to an Employee or Employee's Dependent who:

- 1) was insured under the prior carrier's group term life insurance on its termination date; but
- 2) was not eligible for coverage on the effective date of this policy because:
  - a) in the case of an Employee, he was not Actively at Work; or
  - b) in the case of a Dependent, was confined in any medical facility, rehabilitation center, convalescent care facility, nursing home or correctional facility.

Coverage may be extended if such Employee or Dependent:

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

The amount of coverage extended will be the lesser of:

- the coverage for which the Employee or Dependent would have been eligible to receive under this policy, if the Employee had been Actively at Work or the Dependent had not been confined in any medical facility, rehabilitation center, convalescent care facility, nursing home or correctional facility; or
- 2) the coverage the Employee or Dependent received under the Group Policyholder's prior carrier's group term life insurance policy minus the amount payable under that group term life policy.

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

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

This coverage only includes the Life Amount.

#### SECTION 6 - CHANGES IN INSURANCE COVERAGE

### GUARANTEED INCREASE IN BENEFIT (GIB)

The Employee may request an additional amount of coverage (also known as GIB) at each AUL approved Scheduled Enrollment Period without satisfactory Evidence of Insurability, if the following conditions are met:

- 1) the Employee must be under age 70;
- 2) the Employee must be Actively at Work on the effective date of the increase;
- 3) the amount of each increase will be the GREATER of:
  - a) 10% of the Employee's coverage rounded up to the next \$1,000; or
  - b) \$10,000;
- 4) the amount of coverage after the increase is not greater than the maximum amount of coverage available to an eligible Employee; and
- 5) an Accelerated Life Benefit has not been paid.

If there is an age reduction schedule and reductions begin prior to age 70, the GIB offered will be based on the reduced amount of coverage and the Employee's attained age. In no event will the total amount of coverage including any GIB increases exceed the maximum Life Amount shown in the Schedule of Benefits.

Any increase in Dependent Insurance can occur when the Employee's GIB increases the Life Amount and the Dependent Insurance is a percentage of the Employee's Life Amount.

If an Employee declines coverage during the Initial Enrollment Period and wants to enroll at a later Scheduled Enrollment date, receipt of any coverage will first require Evidence of Insurability and information satisfactory to AUL. Approval will be based on Evidence of Insurability and information satisfactory to AUL. If coverage is approved, coverage will begin on the date identified in writing by AUL. If the Employee is approved for coverage during the Scheduled Enrollment, he will be eligible to request the GIB at the next Scheduled Enrollment Period.

If coverage for an Employee is declined following unsatisfactory Evidence of Insurability, no GIB will be available until Evidence of Insurability and information satisfactory to AUL is received. Approval will be based on Evidence of Insurability and information satisfactory to AUL. If the GIB request is approved, coverage will begin on the date identified in writing by AUL.

## COVERAGE AMOUNTS REQUESTED IN EXCESS OF THE GUARANTEED INCREASE IN BENEFIT

During Scheduled Enrollment Periods, an Employee may apply to increase coverage above the GIB, however, receipt of any coverage above the GIB will first require Evidence of Insurability and information satisfactory to AUL. Approval will be based on Evidence of Insurability and information satisfactory to AUL. If coverage is approved, coverage will begin on the date identified in writing by AUL.

If coverage for an Employee is declined following unsatisfactory Evidence of Insurability, no GIB will be available until Evidence of Insurability and information satisfactory to AUL is received. Until the GIB is approved, only the amount previously approved by AUL will be available.

## SECTION 6 - CHANGES IN INSURANCE COVERAGE (Continued)

#### EFFECTIVE DATE OF CHANGE

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

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

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

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

A change in coverage increasing the amount of coverage not exceeding the Employee's GIB becomes effective the earlier of:

- 1) the Group Policyholder's Anniversary Date, if the date is the Group Policyholder's Anniversary Date; or
- 2) the Group Policyholder's Anniversary Date next following the date the Employee becomes eligible for the change in coverage, if the date is after the Group Policyholder's Anniversary Date.

A change in coverage that results in an increase in coverage exceeding the Employee's GIB is subject to:

- 1) satisfactory Evidence of Insurability, at no expense to AUL; and
- 2) AUL's written approval.

If an employee is not Actively at Work on the Group Policyholder's Anniversary Date that is the approved change date, any increase in the amount of coverage takes effect on:

- 1) the date the Employee returns to Active Work, if the date is the first day of the Coverage Month; or
- 2) the first day of the next Coverage Month following the Employee's return to Active Work.

#### **SECTION 7 - CONTINUATION OF INSURANCE**

#### CONTINUATION OF INSURANCE

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

- 1) Sickness or injury, Personal Insurance and Dependent Insurance may be continued for 6 months following cessation of Active Work; or
- 2) Temporary Lay-off, Personal Insurance and Dependent Insurance may be continued until the 90th day following cessation of Active Work;
- 3) an Employer-approved leave of absence, Personal Insurance and Dependent Insurance may be continued until the 90th day following cessation of Active Work, or
- 4) an Employer-approved leave of absence allowed under the Family and Medical Leave Act (FMLA) or state law. Personal Insurance and Dependent Insurance may then be continued until the end of the period allowed under FMLA or state law, whichever is longer.

In all the above Continuation of Insurance situations, benefits under this section will terminate on the earliest of the following:

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

If the Group Policyholder has approved more than one type of leave of absence during any one period, AUL will consider such leaves to be concurrent for the purpose of determining how long the Employee's coverage may continue under this policy.

If the Employee does not return to Active Work, Personal Insurance and Dependent Insurance terminates at the end of Continuation of Insurance period, the Employee may be eligible to apply for:

- 1) Waiver of Premium for Total Disability, see Section 8, if available;
- 2) Portability, see Section 7A; or
- 3) the Conversion Privilege, see Section 10.

(Waiver: Inc)

#### **SECTION 7A - PORTABILITY**

#### **PORTABILITY**

If an Employee's coverage ceases due to:

- 1) loss of eligibility under the policy due to not being Actively at Work or a reduction in hours worked;
- 2) termination of employment; or
- 3) termination of the Group Policyholder's coverage under this policy and coverage is not replaced under a similar group insurance policy within 31 days following termination of coverage.

An Employee may continue the amount of Personal Insurance and Dependent Insurance existing under the policy, minus any benefits paid under the policy without interruption until the earlier of:

- 1) the date premium payments are not received by AUL for the Employee; or
- 2) the attainment of age 70.

To continue coverage an Employee must submit written application and the required amount of premium to AUL within 31 days of the date coverage terminated under this policy. Failure to pay the required amount of premium to AUL timely will terminate any coverage under the policy at the end of the period for which the premium has been received. AUL reserves the right to charge an administrative fee to cover administrative expenses.

#### LIMITATIONS

- 1) If Personal Insurance is based on a function of an Employee's Annual Base Salary, no changes in coverage due to salary increases will be allowed under Section 7A.
- 2) Dependent Insurance may be continued when an Employee's Personal Insurance is continued under Section 7A.
- 3) The Employee's AD&D coverage may be continued under Section 7A, subject to the provisions of this policy.
- 4) Dependent AD&D coverage may be continued when the Employee's AD&D coverage is continued under Section 7A.
- 5) No Waiver of Premium benefits are available under Section 7A.
- 6) No benefits under Section 7A are available to any Employee who is not authorized to reside in the United States or whose domicile is outside of the United States.

If benefits under Section 7A terminates, an Employee may convert his Life Amount and any Dependent Insurance to an individual policy in accordance with Section 10, Conversion Privilege.

AUL may terminate the insurance under this provision at the end of any Coverage Month by giving the Group Policyholder and each Portable at least 31 days prior written notice.

See Section 26, Termination of a Portable.

#### **SECTION 8 - WAIVER OF PREMIUM**

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

#### **DEFINITIONS**

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

#### WAIVER OF PREMIUM BENEFIT

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

- 1) becomes Totally Disabled before age 60 and while insured under this policy;
- 2) remains continuously Totally Disabled during the six (6) month Elimination Period;
- 3) submits and AUL receives proof of Total Disability within the three (3) months prior to the end of the Elimination Period:
- 4) submits and AUL receives acceptable proof of continuous Total Disability at least annually and as requested by AUL; and
- 5) is under the Regular Attendance of a Physician.

AUL also may require that the Employee be examined:

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

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

- 1) proof of Total Disability is not received by AUL;
- 2) the Employee becomes employed, or are found able to be employed in an occupation for which he is reasonably fitted by training, education or experience;
- 3) the Employee refuses to undergo a medical examination requested by AUL;
- 4) the date the Employee is not under the Regular Attendance of a Physician;
- 5) proof of continuous Total Disability is not submitted within the twelfth month of any benefit period unless it was not possible to do so;
- 6) the Employee attains age 70; or
- 7) the Employee's class terminates:
- 8) the Employee is no longer Totally Disabled.

#### **SECTION 8 - WAIVER OF PREMIUM**

When an Employee is approved for coverage under the Waiver of Premium for Total Disability, the coverage existing under the policy for the Employee will reduce based on the reduction schedule in the Schedule of Benefits page.

If an Employee is not approved for this benefit, or if the Waiver of Premium benefit coverage ceases and the Employee does not return to Active Work the Employee may, within 31 days from notice of the adverse benefit determination or the cessation of coverage, apply to:

- 1) continue his coverage, pursuant to Section 7A, Portability; or
- 2) convert his Life Amount to an individual life insurance policy, pursuant to Section 10, Conversion Privilege.

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

If the Employee dies during the Elimination Period and benefits are payable under the policy, the Employee's Beneficiary will be entitled to the Life Amount.

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

#### **SECTION 9 - INDIVIDUAL TERMINATIONS**

Personal Insurance terminates on the earliest of the following dates:

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

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

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

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(EOM)

SECTION 9 - INDIVIDUAL TERMINATIONS

(AD&D: Inc) (Waiver: Inc)

#### **SECTION 10 - CONVERSION PRIVILEGE**

If an Employee's coverage or a portion of it, terminates because the Employee is no longer eligible for coverage under this policy, the Employee may apply for an individual life insurance conversion policy without evidence of insurability. The coverage amount of the individual life insurance conversion policy shall not exceed the amount of life insurance that ceases because of loss of eligibility for coverage under this policy minus the amount of any group life coverage for which the Employee becomes eligible within 31 days of termination.

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

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

The conversion privilege is subject to the following:

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

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

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

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

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

#### **SECTION 11 - INDIVIDUAL REINSTATEMENTS**

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

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

If reinstatement is requested for any reason other than returning to Active Work, medical underwriting and satisfactory Evidence of Insurability, at no expense to AUL, will be required prior to AUL's approval of coverage. The effective date of reinstatement will be the date determined by AUL in writing.

Dependent Insurance cannot be reinstated without reinstatement of Personal Insurance. Accidental Death and Dismemberment coverage cannot be reinstated without reinstatement of Personal Insurance.

IN NO EVENT CAN AN EMPLOYEE HAVE COVERAGES FROM ALL EXISTING AUL GROUP VOLUNTARY TERM LIFE INSURANCE CONTRACTS EXCEEDING THE MAXIMUM AMOUNT SHOWN IN THE SCHEDULE OF BENEFITS.

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**SECTION 11 - INDIVIDUAL REINSTATEMENTS** 

(AD&D: Inc) (FOM)

(Dep Cov: Inc)

#### SECTION 12 - ACCIDENTAL DEATH AND DISMEMBERMENT

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

### **DEFINITIONS**

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

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

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

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

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

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

CHILD - see SECTION 2, DEFINITIONS.

LOSS OF SIGHT means total, permanent blindness.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

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

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

FOR ACCIDENTAL LOSS OF	AMOUNT PAYABLE
Life	AD&D Principal Sum
Both Hands or Both Feet or Sight of Both Eyes	AD&D Principal Sum
Speech and Hearing	AD&D Principal Sum
One Hand and One Foot	AD&D Principal Sum
One Hand and Sight of One Eye	AD&D Principal Sum
One Foot and Sight of One Eye	AD&D Principal Sum
Sight of One Eye	One-half of the AD&D Principal Sum
One Hand or One Foot	One-half of the AD&D Principal Sum
Speech or Hearing	One-half of the AD&D Principal Sum
Thumb and Index Finger	One-quarter of the AD&D Principal Sum
FOR CONDITIONS OF	
Quadriplegia or Loss of Use of Upper and Lower Limbs of the Body	AD&D Principal Sum
Paraplegia or Loss of Use of Both Lower Limbs of the Body	One-half of the AD&D Principal Sum
Hemiplegia or Loss of Use of Upper and Lower Limbs on the Same Side of the Body	One-half of the AD&D Principal Sum
Monoplegia or Loss of Use of One Limb of the Body.	One-quarter of the AD&D Principal Sum
	10000° 10

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

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

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

AD&D Principal Sum

Severe burns

#### LIMITATIONS

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

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

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

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

AUL has the right to examine the Employee:

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

### TERMINATION OF ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT

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

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

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

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

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

#### **EXPOSURE**

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

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

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

#### **DISAPPEARANCE**

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

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

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

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

The Employee's coverage under this policy must exist with AUL at the time of Accidental Death. The total amount payable will not exceed the AD&D Principal Sum for all losses sustained by the Employee. This provision is subject to further limitations and provisions of Section 12.

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

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

#### SEAT BELT BENEFIT

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

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

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

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

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

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

#### AIR BAG BENEFIT

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

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

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

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

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

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

#### **DEFINITIONS**

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

#### REPATRIATION BENEFIT

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

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

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

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

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

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

The following definitions apply only to this section:

#### **DEFINITIONS**

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

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

ELIGIBLE STUDENT under this Section means the Employee's unmarried Child under age 25, or other age as required by state law, who on the date of the Employee's Accidental Death:

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

#### CHILD HIGHER EDUCATION BENEFIT

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

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

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

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

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

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

The following definitions apply only to this section:

#### **DEFINITIONS**

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

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

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

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

#### CHILD CARE BENEFIT

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

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

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

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

#### **SECTION 13 - ACCELERATED LIFE BENEFIT**

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

The following definitions apply only to this section:

#### **DEFINITION**

TERMINAL CONDITION means an injury or Sickness that, despite appropriate medical care, is conclusively established to AUL will result in the Employee's death within 24 months from the date of claim, AUL may require that the Employee be examined at AUL's expense by AUL's choice of Physician.

#### ACCELERATED LIFE BENEFIT

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

#### **CONDITIONS**

To be eligible to apply for the Accelerated Life Benefit:

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

# PROOF REQUIRED FOR THE ACCELERATED BENEFIT

Proof is a completed claim form and other information AUL requires in order to determine whether benefits are owed under this Section. AUL may require that the Employee be examined by a Physician selected by AUL and at AUL's expense.

#### LIMITATIONS

An Accelerated Life Benefit will not be paid if:

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

# SECTION 13 - ACCELERATED LIFE BENEFIT (Continued)

#### EFFECT OF PAYMENT OF ACCELERATED LIFE BENEFIT

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

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

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

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

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

The following information is used for illustrative purposes only:

Example:

Life insurance in force = \$100,000\*

Date of receipt of proof of terminal condition = 10/31/05Date of payment of Accelerated Life Benefit = 11/1/05

Date of death = 2/15/06

Interest rate\*\* = 3.5%

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

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

(Waiver: Inc)

<sup>\*</sup>The Employee's Life Insurance amount is shown in the Schedule of Benefits in the Employee's insurance certificate.

<sup>\*\*</sup>The interest rate is equal to the 90-day treasury bill rate on the date of the Accelerated Life Benefit payment.

#### **SECTION 14 - SUICIDE LIMITATION**

Refer to the Employee Schedule of Benefits to determine to which class(es) this page applies. When applicable, the Employee Schedule of Benefits will indicate SUICIDE LIMITATION is Included.

LIMITATION: If an Employee commits suicide, while sane or insane:

- 1) within two (2) years from this effective date of Personal Insurance with AUL, the benefits payable will be limited to the premiums paid under this policy for the Employee; or
- 2) two (2) or more years after the effective date of Personal Insurance with AUL, but within two (2) years of the effective date of an increase in the amount of coverage the benefits payable will be limited to the coverage in effect under this policy prior to the effective date of the increase, if any, plus the premiums paid for the increased coverage.

If the Group Policyholder's coverage under this policy replaced a prior carrier's group life insurance coverage and the Employee was insured with the prior carrier's group life insurance policy, the Suicide Limitation period will begin on the effective date of the Employee's coverage with the prior carrier.

#### **SECTION 15 - PAYMENT OF DEATH BENEFITS**

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

- 1) upon timely receipt of acceptable proof of death; and
- 2) subject to all other provisions of this policy and the Employee's dated and signed designation.

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

#### SECTION 16 - NAMING OF BENEFICIARY

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

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

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

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

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

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

# CHANGING A BENEFICIARY

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

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

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

#### **SECTION 17 - THE DEATH CLAIM**

If the Employee dies while insured under this policy, proof of death should be furnished as soon as possible. The claim must be submitted within 12 months of the date of death. The claim may still be considered if it can be shown that timely submission of the claim was not possible due to events beyond the control of the beneficiary, but will not be considered after the applicable statute of limitations has passed.

Proof of death must include:

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

AUL, at its option, may also require:

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

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

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

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

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

#### **SECTION 18 - DETERMINATION OF DEATH BENEFIT PAYEE**

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

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

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

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

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

# **SECTION 19 - SELECTION OF PAYMENT METHOD**

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

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

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

# SECTION 20 - DEPENDENT INSURANCE SECTION 20A - DEPENDENT ELIGIBILITY

Refer to the Dependent Schedule of Benefits to determine to which class(es) this Section applies. When applicable, the Dependent Schedule of Benefits will be included.

#### **ELIGIBILITY**

All Dependents must be legally authorized to reside in the United States under applicable state and federal laws.

An individual who is a Dependent of an Employee on or before the effective date of this policy becomes eligible for Dependent Insurance on the later of the following dates:

- 1) the effective date of the Group Policyholder's coverage under this policy;
- 2) the date the Employee becomes eligible for Personal Insurance; or
- 3) the effective date that Dependent coverage under Section 20, Dependent Insurance is added to this policy.

An individual who becomes a Dependent of an Employee after the effective date of this policy becomes eligible for Dependent Insurance on the later of the following dates:

- 1) the date the Employee becomes eligible for Personal Insurance;
- 2) the date the individual becomes a Dependent of the Employee; or
- 3) the effective date that Dependent coverage under Section 20, Dependent Insurance is added to this policy.

The Employee, as a condition of insuring his Dependent(s) must make written election to AUL on a form approved by AUL and must contribute the required amount of premium to AUL on a timely basis.

# SECTION 20 - DEPENDENT INSURANCE SECTION 20B - DEPENDENT INDIVIDUAL EFFECTIVE DATE

#### INDIVIDUAL EFFECTIVE DATE OF INSURANCE

Dependent Insurance will not become effective for a Dependent until the Employee has Personal Insurance. To receive any amount of coverage exceeding the Guaranteed Issue Amount, the Employee must make a written election to AUL on a form approved by AUL and the Dependent must undergo medical underwriting.

The effective date of Dependent Insurance for an eligible Dependent, subject to the further provisions of this Section, will be after the Dependent submits satisfactory Evidence of Insurability to AUL and the date AUL determines the Dependent is approved for coverage. Satisfactory Evidence of Insurability, at no expense to AUL, must be provided prior to receiving any amount of coverage greater than the Guaranteed Issue Amount.

# During the Employee's Initial Enrollment Period

If the Employee requests Dependent Insurance during the Initial Enrollment Period, the Dependent's Individual Effective Date of Insurance will be:

- 1) for amounts of coverage that do not exceed the Guaranteed Issue Amount shown in the Dependent Insurance Schedule of Benefits, the effective date of Dependent Insurance for each Dependent will be the Employee's Individual Effective Date of Insurance; or
- 2) for amounts of coverage exceeding the Guaranteed Issue Amount, the date identified by AUL.

# After the Employee's Initial Enrollment Period and within 31 days of acquiring his dependent

If the Employee requests Dependent Insurance after the Employee's Initial Enrollment Period and within 31 days of acquiring his Dependent, the Dependent's Individual Effective Date of Insurance will be:

- 1) for amounts of coverage that do not exceed the Guaranteed Issue Amount shown in the Dependent Insurance Schedule of Benefits, the effective date of Dependent Insurance for each Dependent will be the date the Dependent becomes eligible; or
- 2) for amounts of coverage exceeding the Guaranteed Issue Amount, the date identified by AUL.

# After the Employee's Initial Enrollment Period and after 31 days of acquiring his dependent

If the Employee requests Dependent Insurance after the Employee's Initial Enrollment Period and after 31 days of the individual becoming a Dependent, the Employee must make a written election to AUL on a form approved by AUL and the Dependent must undergo medical underwriting. The effective date of Dependent Insurance for an eligible Dependent, subject to the further provisions of this Section, will be after the Dependent submits satisfactory Evidence of Insurability to AUL and the date AUL determines the Dependent is approved for coverage. Satisfactory Evidence of Insurability, at no expense to AUL, must be provided prior to receiving any amount of coverage.

After the Employee's Individual Effective Date of Insurance and within 31 days of acquiring his dependent. If the Employee requests Dependent Insurance after the Employee's Individual Effective Date of Insurance but within 31 days of the individual becoming a Dependent, the Dependent's Individual Effective Date of Insurance will be:

- 1) for amounts of coverage that do not exceed the Guaranteed Issue Amount shown in the Dependent Insurance Schedule of Benefits, the effective date of Dependent Insurance for each Dependent will be the first of the Coverage Month following the application; or
- 2) for amounts exceeding the Guaranteed Issue Amount, the date identified by AUL.

# SECTION 20 - DEPENDENT INSURANCE SECTION 20B - DEPENDENT INDIVIDUAL EFFECTIVE DATE (Continued)

After the Employee's Individual Effective Date of Insurance and after 31 days of the individual becoming a Dependent

If the Employee requests Dependent Insurance after the Employee's Individual Effective Date of Insurance and after 31 days of the individual becoming a Dependent, the Employee must make a written election to AUL on a form approved by AUL and the Dependent must undergo medical underwriting.

The effective date of Dependent Insurance for an eligible Dependent, subject to the further provisions of this Section, will be after the Dependent submits satisfactory Evidence of Insurability to AUL and the date AUL determines the Dependent is approved for coverage. Satisfactory Evidence of Insurability, at no expense to AUL, must be provided prior to receiving any amount of coverage.

#### ADDITIONAL PROVISIONS

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

If an Employee has at least one Dependent Child insured under the Group Policyholder's coverage under this policy, insurance amounts for any newly acquired Dependent Child that do not exceed the Guaranteed Issue Amount shown in the Dependent Insurance Schedule of Benefits become effective on the date that Dependent Child is acquired. No Evidence of Insurability will be required.

If an Employee has only Dependent Child(ren) insured under the Group Policyholder's coverage under this policy, insurance amounts for a newly acquired Dependent spouse requested within 31 days of acquiring the Dependent spouse will become effective:

- 1) for amounts within the Guaranteed Issue Amount, the date the Dependent spouse is acquired; and
- 2) for amounts in excess of the Guaranteed Issue Amount, the date named by AUL.

Satisfactory Evidence of Insurability will be required on amounts in excess of the Guaranteed Issue Amount.

If an Employee has only Dependent Child(ren) insured under the Group Policyholder's coverage under this policy, insurance amounts for a newly acquired Dependent spouse requested after 31 days of acquiring the Dependent spouse will require Evidence of Insurability. The spouse's Individual Effective Date of Insurance will be the date named by AUL.

If a Dependent is confined in any medical facility, rehabilitation center, convalescent care facility, nursing home or correctional facility on the date Dependent Insurance would otherwise become effective for that Dependent, the Individual Effective Date of Insurance for that Dependent is the date following the Dependent's final discharge from the medical facility, rehabilitation center, convalescent care facility, nursing home or correctional facility and the resumption of the usual and customary duties or activities of an individual in good health and of the same age and sex. For the purposes of this policy, a Dependent will not cease to be confined if one confinement is followed by another confinement, within 72 hours, for the same or a related injury or sickness. AUL may request satisfactory evidence of good health.

Also see Section 5, Continuity of Coverage.

# SECTION 20 - DEPENDENT INSURANCE SECTION 20C - DEPENDENT CHANGES IN INSURANCE COVERAGE (Continued)

This page applies when the Group Policyholder has requested coverage be a function of an Employee's Annual Base Salary. See Section 1, Schedule of Benefits. It also applies when there is more than one Dependent option shown in the application.

# OTHER INCREASE REQUESTS

During Scheduled Enrollment Periods, You may request to increase coverage up to the next higher amount of Dependent Insurance coverage. You must make a written election to AUL on a form approved by AUL and all Dependents must undergo medical underwriting. The effective date of Dependent Insurance for an eligible Dependent, subject to the further provisions of this Section, will be after all Dependents submit satisfactory Evidence of Insurability to AUL and the date AUL determines all Dependents are approved for coverage. Satisfactory Evidence of Insurability, at no expense to AUL, must be provided prior to receiving any amount of coverage.

#### EFFECTIVE DATE OF CHANGE

The amount of coverage for which a Dependent is eligible is shown in the Schedule of Benefits.

A change in coverage increasing the amount of coverage is subject to:

- 1) satisfactory Evidence of Insurability, at no expense to AUL; and
- 2) AUL's written approval.

If a Dependent is confined in any medical facility, rehabilitation center, convalescent care facility, nursing home or correctional facility on the approved change date, any increase in the amount of coverage for that Dependent takes effect on:

- 1) the date of the Dependent's final discharge from the medical facility, rehabilitation center, convalescent care facility, nursing home or correctional facility and the resumption of the usual and customary duties or activities of an individual in good health and of the same age and sex, if the date is the first day of the Coverage Month; or
- 2) the first day of the next Coverage Month following the Dependent's final discharge from the medical facility, rehabilitation center, convalescent care facility, nursing home or correctional facility and the resumption of the usual and customary duties or activities of an individual in good health and of the same age and sex, if the date is after the first day of the Coverage Month.

AUL may request satisfactory evidence of good health.

For the purposes of the policy, a Dependent will not cease to be confined if one confinement is followed by another confinement, within 72 hours, for the same or a related injury or sickness.

# SECTION 20 - DEPENDENT INSURANCE SECTION 20D - DEPENDENT WAIVER OF PREMIUM

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

The following definition applies only to this section.

#### **DEFINITIONS**

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

#### WAIVER OF PREMIUM BENEFIT

If the Waiver of Premium benefit request is not approved, or if the Waiver of Premium benefit coverage ceases and the Employee does not return to Active Work, the Employee may, within 31 days from notice of the non-approval or the cessation of coverage, elect to:

- 1) continue his group Dependent coverage, as described in Section 7, Continuation of Insurance;
- 2) continue his group Dependent coverage, as described in Section 7A, Portability; or
- 3) convert his Dependent coverage to an individual policy, as described in Section 10, Conversion Privilege.

If the Employee has been approved for Waiver of Premium benefit under this policy and the Employee remains Totally Disabled, AUL will waive further premium payments for an Employee's Dependent Life Insurance, and AD&D if applicable, until the first of the following occurs:

- 1) the Employee's coverage under Waiver of Premium benefit terminates for any reason;
- 2) the Dependent Child attains the limiting age;
- 3) in the case of a Dependent legal spouse, divorce; or
- 4) this policy, or this section, or this provision terminates.

# SECTION 20 - DEPENDENT INSURANCE SECTION 20E - DEPENDENT INDIVIDUAL TERMINATIONS

#### INDIVIDUAL TERMINATIONS

The following applies when the Schedule of Benefits states that INDIVIDUAL TERMINATIONS shall take place on the End of the Month.

A Dependent's insurance terminates on the earliest of the following dates:

- 1) the date this policy or this section is terminated; or
- 2) the last day of the Coverage Month in which the Employee requests termination, but not prior to the date of the request;
- 3) the last day of the Coverage Month for which any required premium payment was not received by AUL;
- 4) the last day of the Coverage Month during which the Dependent ceases to be eligible;
- 5) the date Personal Insurance terminates;
- 6) the date the Waiver of Premium benefit request for the Employee is approved, unless the Dependent Waiver of Premium benefit is shown in the Schedule of Benefits;
- 7) the date of an adverse benefit determination under the Waiver of Premium provisions, if applicable; or
- 8) the last day of the Coverage Month during which the Employee becomes a Retiree, unless the Schedule of Benefits includes a specific classification for Retirees.

A Dependent's Accidental Death and Dismemberment Insurance terminates whenever any of the above events occur. A Dependent's Accidental Death and Dismemberment Insurance also terminates on the date the Dependent's Life Insurance amount reduces to zero.

# SECTION 20 - DEPENDENT INSURANCE SECTION 20F - DEPENDENT CONVERSION PRIVILEGE

#### CONVERSION PRIVILEGE

If a Dependent's coverage, or a portion of it, terminates because the Dependent is no longer eligible for coverage under this policy, the Dependent may apply for an individual life insurance conversion policy without evidence of insurability. The coverage amount of the individual life insurance conversion policy shall not exceed the amount of life insurance that ceases because of loss of eligibility for coverage under this policy minus the amount of any group life coverage for which the Dependent becomes eligible within 31 days of termination.

If the Dependent's coverage ceases due to termination of the policy, the Dependent may apply for and receive an individual life insurance conversion policy if the Dependent's group life insurance has been in force with AUL for five (5) continuous years before the termination date. The coverage amount of the individual life insurance conversion policy may not exceed the LESSER of:

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

The conversion privilege is subject to the following:

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

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

# SECTION 20 - DEPENDENT INSURANCE SECTION 20F - DEPENDENT CONVERSION PRIVILEGE (Continued)

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

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

IF DEATH OCCURS DURING THE CONVERSION APPLICATION PERIOD, IN NO EVENT WILL BENEFITS BE PAYABLE UNDER BOTH THE INDIVIDUAL CONVERSION POLICY AND THIS POLICY. ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS, IF ANY, ARE NOT PAYABLE BEYOND THE DATES OUTLINED IN SECTION 9 AND 20E, INDIVIDUAL TERMINATIONS.

See Individual Reinstatements, Section 11.

# SECTION 20 - DEPENDENT INSURANCE SECTION 20G - DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT

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

# ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If a Dependent has an accident while insured under the Group Policyholder's coverage under the policy which results in a loss or condition as shown below, AUL will pay the amount shown opposite the loss or condition if:

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

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

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

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

# SECTION 20 - DEPENDENT INSURANCE SECTION 20G - DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT (Continued)

The total amount payable for all losses or conditions sustained by one Dependent in one accident will never exceed the AD&D Principal Sum. Amounts payable shall be paid to the Employee or to the Beneficiary named by the Employee if the Employee is not living.

# DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT

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

#### LIMITATIONS

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

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

# SECTION 20 - DEPENDENT INSURANCE SECTION 20G - DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT (Continued)

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

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

AUL has the right to examine the Dependent:

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

# TERMINATION OF DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Dependent Accidental Death and Dismemberment coverage on the Employee's Dependents will terminate as outlined in the Individual Terminations provision of this section.

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

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

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

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

# **SECTION 20 - DEPENDENT INSURANCE** SECTION 20G - DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT (Continued)

#### **EXPOSURE**

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

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

This provision is subject to the further limitation and provisions of Section 20.

#### DISAPPEARANCE

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

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

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

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

Coverage under this policy must exist with AUL at the time of Accidental Death. The total amount payable will not exceed the AD&D Principal Sum for all losses sustained by the Dependent. This provision is subject to further limitations and provisions of Section 20.

# SECTION 20 - DEPENDENT INSURANCE SECTION 20G-1 - DEPENDENT ACCIDENTAL DEATH SEAT BELT BENEFIT

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

# SEAT BELT BENEFIT

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

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

In no event will the total of all Additional Accidental Death Benefits payable exceed 100% of a Dependent's AD&D Principal Sum shown in the Schedule of Benefits.

In addition to the above limitations, this benefit is subject to the further limitations and provisions of Section 20.

# SECTION 20 - DEPENDENT INSURANCE SECTION 20G-2 - DEPENDENT ACCIDENTAL DEATH AIR BAG BENEFIT

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

# AIR BAG BENEFIT

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

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

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

In addition to the above limitations, this benefit is subject to the further limitations and provisions of Section 20.

# SECTION 20 - DEPENDENT INSURANCE SECTION 20G-3 - DEPENDENT ACCIDENTAL DEATH REPATRIATION BENEFIT

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

# **DEFINITIONS**

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

#### REPATRIATION BENEFIT

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

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

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

In addition to the above limitations, this benefit is subject to the further limitations and provisions of Section 20.

# SECTION 20 - DEPENDENT INSURANCE SECTION 20G-4 - DEPENDENT ACCIDENTAL DEATH SPOUSE CHILD HIGHER EDUCATION BENEFIT

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

#### **DEFINITIONS**

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

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

ELIGIBLE STUDENT under this Section means the Spouse's unmarried Child under age 25 or other age as required by state law, who on the date of the Spouse's Accidental Death:

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

#### SPOUSE CHILD HIGHER EDUCATION BENEFIT

AUL will pay an Additional Accidental Death Benefit, for a Spouse who dies as a result of a covered accident, subject to the following rules:

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

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

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

# SECTION 20 - DEPENDENT INSURANCE SECTION 20G-5 - DEPENDENT ACCIDENTAL DEATH SPOUSE CHILD CARE BENEFIT

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

#### **DEFINITIONS**

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

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

ELIGIBLE CHILD(REN) under this Section means the Spouse's Child under the age of 13.

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

#### SPOUSE CHILD CARE BENEFIT

AUL will pay an Additional Accidental Death Benefit, for a Spouse who dies as a result of a covered accident, subject to the following rules:

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

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

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

# SECTION 20 - DEPENDENT INSURANCE SECTION 20H - DEPENDENT SPOUSE ACCELERATED LIFE

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

The following definition applies only to this section:

#### **DEFINITION**

TERMINAL CONDITION means an injury or Sickness that, despite appropriate medical care, is conclusively established to AUL will result in the Dependent spouse's death within 24 months from the date of claim. AUL may require that the Dependent spouse be examined at AUL's expense by AUL's choice of Physician.

#### DEPENDENT SPOUSE ACCELERATED LIFE BENEFIT

If a Dependent spouse, under age 60, is diagnosed with a Terminal Condition and is eligible for benefits under this Section, the Employee may apply for payment of the Dependent Spouse Accelerated Life Benefit. The amount of Dependent Spouse Accelerated Life Benefit available is shown in the Schedule of Benefits, unless any portion of the Dependent Spouse's Life Amount has already been paid. The amount of Dependent Spouse Accelerated Life Benefit available will then be based on the amount remaining after payment of any portion of the Life Amount. Benefits will be paid in one lump sum to the Employee.

#### **CONDITIONS**

To be eligible to request payment of the Dependent Spouse Accelerated Life Benefit:

- 1) the Employee must have Dependent Insurance that includes this Dependent Spouse Accelerated Life Benefit provision;
- 2) the Dependent spouse must be diagnosed by a Physician with a Terminal Condition while eligible for benefits under this Section and must be less than age 60;
- 3) A Dependent who is subject to laws of a community property state, obtains the spouse's written consent for payment to the Employee of the Dependent Spouse Accelerated Life Benefit; and
- 4) the Employee can receive a Dependent Spouse Accelerated Life Benefit only once.

# PROOF REQUIRED FOR THE DEPENDENT SPOUSE ACCELERATED BENEFIT

Proof is a completed claim form and any other information AUL requires in order to determine whether benefits are owed under this Section. AUL may require that the Dependent spouse be examined by a Physician selected by AUL and at AUL's expense.

# **LIMITATIONS**

A Dependent Spouse Accelerated Life Benefit will not be paid if:

- 1) the Dependent spouse's coverage under the policy terminates;
- 2) the Group Policyholder's coverage terminates, unless Portability is selected;
- 3) the Portable terminates; or
- 4) this policy or provision terminates.

# SECTION 20 - DEPENDENT INSURANCE SECTION 20H - DEPENDENT SPOUSE ACCELERATED LIFE BENEFIT (Continued)

#### EFFECT OF PAYMENT OF DEPENDENT SPOUSE ACCELERATED LIFE BENEFIT

After payment of a Dependent Spouse Accelerated Life Benefit, the Dependent spouse's Life Insurance amount payable at death to the Employee equals:

- 1) the amount of the Dependent spouse's Life Insurance as if a Dependent Spouse Accelerated Life Benefit payment had not been made, minus
- 2) the Dependent Spouse Accelerated Life Benefit payment, minus
- 3) the interest charge.

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

Dependent Insurance premiums continue to be due and payable on the original Dependent Insurance amount, unless premiums have ceased due to the Dependent Spouse's coverage under the Dependent Life Insurance Waiver of Premium provision, if any, of the policy.

The Dependent Spouse's Accidental Death and Dismemberment Insurance, if any, will not reduce due to payment of the Dependent Spouse Accelerated Life Benefit as long as the Dependent Spouse's Accidental Death and Dismemberment Insurance remains inforce.

The following information is used for illustrative purposes only:

Example:

Dependent spouse life insurance coverage in force = \$50,000\* Date of receipt of proof of terminal condition = 10/31/05 Date of payment of Accelerated Life Benefit = 11/1/05 Date of death = 2/15/06 Interest rate\*\* = 3.5%

- 1) Amount of Accelerated Life Benefit =  $.50 \times $50,000 = $25,000$
- 2) Interest Charge =  $$25,000 \times (106 \text{ days} / 365 \text{ days}) \times .035 = $254.11$
- 3) Death Benefit Payable = \$50,000 \$25,000 \$254.11 = \$24,745.89

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

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

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

# SECTION 20 - DEPENDENT INSURANCE SECTION 20I - DEPENDENT SUICIDE LIMITATION

Refer to the Dependent Schedule of Benefits to determine to which class(es) this page applies. When applicable, the Dependent Schedule of Benefits will indicate SUICIDE LIMITATION is Included.

# SUICIDE LIMITATION:

LIMITATION: If the Dependent commits suicide, while sane or insane:

- 1) within two (2) years from the Dependent's effective date of Dependent Life Insurance with AUL, the benefits payable will be limited to the premiums paid for the Dependent Insurance; or
- 2) two (2) or more years after the effective date of the Dependent's Life Insurance with AUL, but within two (2) years of the effective date of an increase in the amount of the Dependent's Life coverage, the benefits payable will be limited to the Dependent's Life coverage obtained prior to the effective date of the increase in the Dependent's Life Insurance, if any, plus the premiums paid for the increased Dependent Insurance.

If the Group Policyholder's coverage under this policy replaced a prior carrier's group life insurance coverage and the Dependent was insured with the prior carrier's group life insurance policy, the Suicide Limitation period will begin on the effective date of the Dependent's coverage with the prior carrier.

# SECTION 20 - DEPENDENT INSURANCE SECTION 20J - DEPENDENT PAYMENT OF DEATH BENEFITS

#### PAYMENT OF DEATH BENEFITS

Upon the death of an insured Dependent, benefits will be paid:

- 1) to the Employee;
- 2) to the Employee's Beneficiary, if the Employee is not living; or
- 3) as provided in Section 18, Determination of Death Benefit Payee.

Benefits will be paid in a lump sum.

#### **SECTION 20K - DEPENDENT TERMINATION**

#### TERMINATION OF THIS SECTION

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

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

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

#### **SECTION 21 - GENERAL POLICY PROVISIONS**

ENTIRE CONTRACT: The policy, the enrollment forms of the individuals, the application of the Group Policyholder, and any amendments made from time to time constitute the entire contract.

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

INCONTESTABILITY: The validity of this policy may not be contested, except for nonpayment of premiums, after the policy has been in force for two years after its date of issue, and other than a misrepresentation of a material fact, no statement made by a Group Policyholder or an Employee or a Dependent relating to his insurability may be used in contesting the validity of the insurance with respect to which the statement was made, unless: (1) the insurance has not been in force for a period of two years or longer; or (2) the statement is contained in a written instrument signed by the Employee or the Dependent. However, AUL is not precluded from asserting at any time any defenses based upon provisions in this policy relating to eligibility for coverage. All statements made by the Employee or Dependents insured are to be deemed representations and not warranties, and that other than a misrepresentation of a material fact no statement made by any person insured may be used in any contest unless a copy of the instrument containing the statement is or has been furnished to the Employee or Dependents or, in the event of death or incapacity of the Employee or Dependent, to the Employee's or Dependent's beneficiary or personal representative.

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

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

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

# SECTION 21 - GENERAL POLICY PROVISIONS (Continued)

DISCRETIONARY AUTHORITY: Benefits under this policy will be paid only if AUL decides in its discretion that the applicant is entitled to them. Except for the functions this policy explicitly reserves to a Group Policyholder, AUL reserves the right to:

- 1) manage this policy and administer claims under it; and
- 2) interpret this provisions and resolve questions arising under it.

AUL's authority includes, but is not limited to, the right to:

- 1) establish and enforce procedures for administering this policy and claims under it;
- 2) determine applicant's eligibility for insurance and entitlement to benefits;
- 3) determine what information AUL reasonably requires to make such decisions; and
- 4) resolve all matters when a claim review is requested.

Any decision that AUL makes, in the exercise of its authority, will be conclusive; subject to the Employee's or beneficiary's right to request reviews allowed under applicable laws.

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

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

- 1) for at least 60 days after proof of loss has been furnished; or
- 2) after five (5) years from the time written proof of loss is required to have been furnished to AUL.

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

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

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

# SECTION 21 - GENERAL POLICY PROVISIONS (Continued)

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

CERTIFICATES: AUL will issue certificates to the Group Policyholder for delivery to the insured Employee. The certificate will summarize the coverage under this policy and will state:

- 1) the benefits provided; and
- 2) to whom the benefits are payable.

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

ASSIGNMENT: A Group Policyholder may not assign any benefits or rights under this policy without first receiving AUL's written approval.

An insured Employee may make an absolute assignment of all benefits and rights of his coverage. Any coverage is assignable to the extent permitted by the law except that no collateral assignment is permitted. No assignment is binding unless filed with AUL in a form acceptable to it. AUL assumes no responsibility for the validity or effect of any assignment.

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

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

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

#### **SECTION 22 - PREMIUM PAYMENT**

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

AUL reserves the right to change premium rates on:

- 1) any date after the Group Policyholder's coverage has been in effect for 37 months, by giving written notice to the Group Policyholder at least 31 days before the date the change is to become effective;
- 2) any date the benefit or eligibility provisions of this policy are changed;
- 3) any date the number of Employee's insured through the changes by 25% or more;
- 4) any date an Insured Unit is added to this policy; or
- 5) any date on which AUL learns any information provided by the Group Policyholder prior to and after the date of the application for insurance was not true or accurate and would have changed any coverage, changed the premium rates, and/or would have required further evaluation by AUL prior to AUL's approval of coverage.

Increases in premium due to:

- 1) age bracket changes, if any; or
- 2) salary changes (if benefits are based on a function of salary)

will be effective on the Group Policyholder's Anniversary Date following the date of change.

#### **SECTION 23 - INSURED UNITS**

#### PROVISIONS APPLICABLE TO ELIGIBLE UNITS

The Group Policyholder is liable for all premiums due for an Insured Unit during any period of time it is an Insured Unit under this policy.

#### EFFECTIVE DATE

Insurance for an Eligible Unit becomes effective on:

- 1) the effective date of this policy is when the Eligible Unit is approved for coverage by AUL and shown in this policy; or
- 2) the effective date of an amendment to this policy showing AUL has added and approved the Eligible Unit for coverage.

#### **TERMINATION**

Insurance for an Insured Unit ceases on the earliest of the following dates:

- 1) the date the Insured Unit no longer meets the definition of an Eligible Unit;
- 2) the date the Insured Unit ceases active business operations or is placed in bankruptcy or receivership;
- 3) the date the Insured Unit loses its entity by means of dissolution, merger, or otherwise;
- 4) the date the Insured Unit is eliminated as an Insured Unit by an amendment to or change in the policy; or
- 5) the last day of the Coverage Month for which any required premium payment is not made for the Insured Unit's insurance

Any rights of an Employee whose insurance is terminated due to the termination of an Insured Unit are determined the same as if the Group Policyholder's coverage under this policy had terminated on that date.

Any references to Group Policyholder or Employer used in this policy shall include Insured Units.

#### **SECTION 24 - TERMINATION OF THE POLICY**

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

If an Employee's insurance is terminated due to the termination of the Group Policyholder coverage, the Employee's rights under the policy are determined as the date the Group Policyholder's coverage terminated.

The Group Policyholder will remain liable to AUL for unpaid premiums for periods during which coverage existed.

The Group Policyholder agrees not to terminate the group policy while any former employee is covered under the Portability provision.

Following termination of coverage for a Group Policyholder, reinstatement of the coverage will only occur following evaluation and AUL's written approval.

AUL will still be liable for payment of valid claims incurred and benefits owed under the policy before the termination date.

#### SECTION 25 - TERMINATION OF A PORTABLE

Insurance for a Portable unit terminates on the earliest of:

- 1) the last date of the Coverage Month for which the required premium payment is made;
- 2) the last day of the Coverage Month in which the Portable requests termination, but not prior to the request;
- 3) the last day of the Coverage Month during which the Portable attains age 70;
- 4) the date the Portable becomes insured for AUL Group Voluntary Term Life Insurance through an Employer; or
- 5) the last day of a Coverage Month, provided that AUL has given at least 31 days prior written notice to the Portable.

Following termination of coverage for Portable, reinstatement of the coverage will only occur following evaluation and AUL's written approval.

Upon termination of the Portable, an insured person may elect coverage under a life insurance conversion policy.

# GENERAL PURPOSES AND LIMITATIONS OF THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION K.S.A. 40-3001 et seq.

# **DISCLAIMER**

THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION MAY NOT PROVIDE COVERAGE FOR ALL OR A PORTION OF THIS POLICY. IF COVERAGE IS PROVIDED, IT MAY BE SUBJECT TO SUBSTANTIAL LIMITATIONS OR EXCLUSIONS, AND IS CONDITIONED UPON RESIDENCY IN THIS STATE. THEREFORE, YOU SHOULD NOT RELY UPON COVERAGE BY THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION IN SELECTING AN INSURANCE POLICY. INSURANCE COMPANIES AND THEIR AGENTS ARE PROHIBITED BY LAW FROM USING THE EXISTENCE OF THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION IN SELLING YOU ANY FORM OF AN INSURANCE POLICY, OR TO INDUCE YOU TO PURCHASE ANY FORM OF AN INSURANCE POLICY. EITHER THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION OR THE KANSAS INSURANCE DEPARTMENT WILL RESPOND TO ANY QUESTIONS YOU HAVE REGARDING THIS DOCUMENT.

Kansas Life and Health Insurance Guaranty
Association
2909 SW Maupin Lane
Topeka, KS 66614

Kansas Insurance Department
420 SW 9th Street
Topeka, KS 66612

This is a brief summary of the Kansas Life and Health Insurance Guaranty Association Act ("the Association"). and the protection it provides for policyholders. If there is any inconsistency between this notice and Kansas law, then Kansas law will control.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Kansas law, with funding from assessments paid by other insurance companies. This safety net was created under Kansas law, which determines who and what is covered and the amounts of coverage. The basic protections provided by the Association are:

# Life Insurance

- 1) \$300,000 in death benefits
- 2) \$100,000 in cash surrender or withdrawal values

# Health Insurance

- 1) \$500,000 in hospital, medical and surgical insurance benefits
- 2) \$300,000 in disability insurance benefits
- 3) \$300,000 in long-term care insurance benefits
- 4) \$100,000 in other types of health insurance benefits

# Annuities

\$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits, as well as certain aggregate limits.

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