GROUP INSURANCE CERTIFICATE

STANDARD INSURANCE COMPANY certifies that you will be insured under the Group Policy described below during the time, in the manner, and for the amounts provided in the Group Policy. Possession of this Certificate does not necessarily mean you are insured.

President

Printed 12/2007

Revised 12/2007

GROUP POLICY NUMBER	639955-C
NAME OF POLICYHOLDER	City of Redmond
TYPE OF COVERAGE	SURVIVOR INCOME LIFE INSURANCE
GROUP POLICY EFFECTIVE DATE	February 1, 2000
GROUP POLICY DELIVERED IN	Washington and governed by the laws of that state.

IMPORTANT: PLEASE READ THIS

You are insured only if you meet the requirements in Part 3. BECOMING INSURED. You will remain insured only until your insurance ends, as explained in Part 4. WHEN INSURANCE ENDS.

A Group Policy has been issued to the Policyholder. Your coverage under that Group Policy is shown in this Certificate. If your coverage is changed by an amendment to the Group Policy, Standard will provide the Policyholder with a notice for you.

PLEASE READ THIS CERTIFICATE CAREFULLY. This Certificate has a Table of Contents to help you find specific provisions. **Defined terms are printed in all capital letters.**

GC383-SI

Table of Contents

OUTLINE OF YOUR SURVIVOR INCOME LIFE INSURANCE 1
Part 1. GENERAL DEFINITIONS 1
Part 2. DEFINITION OF ELIGIBLE SURVIVOR 2
Part 3. BECOMING INSURED 5
Part 4. WHEN INSURANCE ENDS 6
Part 5. BECOMING INSURED AGAIN AFTER INSURANCE ENDS 7
Part 6. SURVIVOR INCOME LIFE, INSURANCE INSURING CLAUSE 8
Part 7. SCHEDULE OF SURVIVOR INCOME BENEFITS 8
Part 8. OTHER BENEFITS AND PROVISIONS 11
Part 9. PAYMENT OF CLAIMS 14
Part 10. TIME LIMITS ON LEGAL ACTIONS AND CERTAIN DEFENSES 17
Part 11. ASSIGNMENT NOT PERMITTED 17

Index of Defined Terms

ACCIDENTAL BODILY INJURY, 1

CONTINUED SURVIVOR INCOME LIFE
INSURANCE, 1

ELIGIBILE SURVIVOR, 2
ELIGIBLE CHILD, 3
ELIGIBLE SPOUSE, 2
EMPLOYER, 1
EVIDENCE OF INSURABILITY, 2

GROUP POLICY, 1

INSURANCE, 1
INSURED EARNINGS, 10

MEMBER, 6

PREGNANCY, 2

REMARRIAGE BENEFITS, 11
RIGHT TO CONVERT, 12

SICKNESS, 1
STANDARD, 1
SURVIVOR INCOME BENEFIT, 1
SURVIVOR INCOME LIFE INSURANCE, 1

TOTALLY DISABLED, 1

OUTLINE OF YOUR SURVIVOR INCOME LIFE INSURANCE

THIS OUTLINE IS INTENDED FOR USE WITH THIS CERTIFICATE AND CANNOT BE USED SEPARATELY AS A DESCRIPTION OF YOUR COVERAGE. OTHER PROVISIONS ARE FOUND IN THIS CERTIFICATE. PLEASE READ THIS CERTIFICATE CAREFULLY.

TYPE OF INSURANCE - SURVIVOR INCOME LIFE INSURANCE provides benefits for your ELIGIBLE SURVIVORS if you die while insured under the GROUP POLICY.

ELIGIBLE SURVIVORS are defined in Part 2.

SURVIVOR INCOME BENEFITS - SURVIVOR INCOME LIFE INSURANCE provides your ELIGIBLE SURVIVORS with a monthly income after your death equal to a percentage of your INSURED EARNINGS, reduced by their Social Security Survivors' Benefits and income paid to an ELIGIBLE SPOUSE. See Part 7.A.

Your INSURED EARNINGS are defined in Part 7.D.

EXCLUSIONS AND LIMITATIONS - There is no exclusion based solely upon the cause of your death. No benefits will be paid unless you are survived by at least one ELIGIBLE SPOUSE ,ELIGIBLE CHILD or ELIGIBLE PARENT.

OTHER PROVISIONS - There is a CONTINUED SURVIVOR INCOME LIFE INSURANCE benefit if you become TOTALLY DISABLED while insured and before your 60th birthday. See Part 8.C. You may have a RIGHT TO CONVERT to an individual policy if your SURVIVOR INCOME LIFE INSURANCE ends. See Part 8.D. Your child, born after your death, may be entitled to benefits under Part 8.B. Although benefits for an ELIGIBLE SPOUSE terminate upon remarriage, the remarried spouse may be entitled to remarriage benefits under Part 8.A.

BECOMING INSURED - Parts 3 and 4 explain when you become insured and when INSURANCE ends. The POLICYHOLDER determines the amount of your contribution toward the cost of your INSURANCE, if any.

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Part 1. GENERAL DEFINITIONS

STANDARD means Standard Insurance Company, Portland, Oregon.

EMPLOYER means City of Redmond and each subsidiary or affiliate approved in writing by STANDARD.

GROUP POLICY means STANDARD'S group policy number 639955-C issued to the POLICYHOLDER.

SURVIVOR INCOME LIFE INSURANCE means your Survivor Income Life Insurance under the GROUP POLICY.

INSURANCE means your SURVIVOR INCOME LIFE INSURANCE under the GROUP POLICY.

SURVIVOR INCOME BENEFIT means the monthly SURVIVOR INCOME LIFE INSURANCE benefit payable to or on behalf of your ELIGIBLE SURVIVORS according to the terms of the GROUP POLICY.

You are TOTALLY DISABLED if, as a result of SICKNESS, ACCIDENTAL BODILY INJURY or PREGNANCY, you are unable to perform the material duties of any occupation for which you are or become reasonably fitted by your education, training or experience. Under this definition it is not necessary that a job opening exist or that you would be selected for the job if there were an opening. It is your inability to perform the material duties of any occupation that determines whether you are TOTALLY DISABLED.

SICKNESS means your sickness, illness or disease.

PREGNANCY means your pregnancy, childbirth or related medical condition.

ACCIDENTAL BODILY INJURY means an injury to your body caused by an accident.

Providing EVIDENCE OF INSURABILITY, if required, means you must:

1. Complete and sign a health and medical history form provided by STANDARD;
2. Sign STANDARD'S form authorizing STANDARD to obtain information about your health; and
3. Provide any additional information about your insurability reasonably required by STANDARD.

All required information must be provided to STANDARD at your expense.

SOCIAL SECURITY SURVIVORS' BENEFIT means any Survivors' Benefit which is payable under the federal Social Security Act on account of your death.

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Part 2. DEFINITION OF ELIGIBLE SURVIVOR

ELIGIBLE SURVIVOR means your ELIGIBLE SPOUSE, ELIGIBLE CHILD, or ELIGIBLE PARENT (as defined below) who survives you.

A. ELIGIBLE SPOUSE

ELIGIBLE SPOUSE means:

1. A MEMBER'S spouse who was married to the MEMBER during the entire twelve-month period immediately preceding the MEMBER'S death and if the MEMBER was TOTALLY DISABLED immediately prior to his death, for the twelve-month period immediately preceding commencement of total disability. Marriage for the purpose of defining ELIGIBLE SPOUSE means only a marriage contract made in conformity with the laws of the jurisdiction in which the marriage takes place and recognized under the laws of the jurisdiction in which the MEMBER resides; or
2. A MEMBER'S DOMESTIC PARTNER during the entire twelve-month period immediately preceding the MEMBER'S death and if the MEMBER was totally disabled immediately prior to his death, for the twelve-month period immediately preceding commencement of TOTAL DISABILITY. DOMESTIC PARTNER means an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the EMPLOYER, and filed that affidavit for public record if required by law.

ELIGIBLE SPOUSE shall not include a spouse who is legally separated from the MEMBER or a spouse who is otherwise separated from the MEMBER for a period of more than 12 consecutive months. The existence of an ELIGIBLE SPOUSE must be reported to the POLICYHOLDER no later than 3 months after a spouse becomes an ELIGIBLE SPOUSE. In the absence of such notice, a spouse shall become an ELIGIBLE SPOUSE only upon approval of EVIDENCE OF INSURABILITY of the MEMBER satisfactory to STANDARD. ELIGIBLE SPOUSE status will be terminated upon remarriage or new DOMESTIC PARTNER status after the MEMBER'S death.

1. Qualifying as your ELIGIBLE SPOUSE.

   Subject to the restrictions set out in 2. below, your spouse will qualify as your ELIGIBLE SPOUSE on the appropriate following date:

   (a) The effective date of the GROUP POLICY, if your spouse is married to you on that date and you are a MEMBER on that date.

   (b) The date you become a MEMBER, if your spouse is married to you on that date and you become a MEMBER after the effective date of the GROUP POLICY.

(c) The date you acquire a spouse, if you become married after the effective date of the GROUP POLICY and after the date you become a MEMBER.

2. Restrictions on qualifying as your ELIGIBLE SPOUSE.

(a) If you are TOTALLY DISABLED on the date your spouse would otherwise qualify as your ELIGIBLE SPOUSE, your spouse will not qualify as your ELIGIBLE SPOUSE until the first day after you recover and complete one *full* day of ACTIVE WORK

(b) No spouse will become qualified as your ELIGIBLE SPOUSE after the date of your death.

3. Termination of ELIGIBLE SPOUSE status.

Your spouse will cease to be your ELIGIBLE SPOUSE on the date your spouse becomes divorced from you.

B. ELIGIBLE CHILD

1. Definition of ELIGIBLE CHILD.

ELIGIBLE CHILD means your unmarried child who meets the requirements of (a), (b) or (c) below:

(a) Your natural child or adopted child who is dependent upon you for support and who is either (1) under age 19, or (2) under age 26 and qualifies under the Internal Revenue Code as your dependent.

(b) Your STEP CHILD. STEP CHILD means your step child who is either under age 19 or under age 26 and qualifies under the Internal Revenue Code as your dependent.

(c) Your DISABLED CHILD. DISABLED CHILD means your natural child, adopted child or STEP CHILD who would cease to be an ELIGIBLE CHILD because of the child's age, and who:

(1) Is incapable of self-sustaining employment because of mental retardation or physical handicap; and

(2) Is chiefly dependent upon you and qualifies under the Internal Revenue Code as your dependent because of mental retardation or physical handicap.

2. Qualifying as your ELIGIBLE CHILD.

Subject to the restrictions set out in 3. below, your natural child, adopted child, STEP CHILD and DISABLED CHILD will qualify as your ELIGIBLE CHILD on the appropriate following date:

(a) Natural Child

The effective date of the GROUP POLICY, the date you become a MEMBER or the date your natural child is born, whichever is latest, if your child meets the requirements of 1. (a) above on that date.

(b) Adopted Child

The latest of the following dates:

(1) The effective date of the GROUP POLICY if your adopted child meets the requirements of 1. (a) above on that date and you are a MEMBER on that date;

(2) The date you become a MEMBER if your adopted child meets the requirements of 1. (a) above on that date; and

(3) The date your adopted child has met the requirements of 1. (a) above, if you acquire an adopted child after you become a MEMBER and after the effective date of the GROUP POLICY.

(c) STEP CHILD

The latest of the following dates:

(1) The effective date of the GROUP POLICY if your step child is a STEP CHILD on that date and you are a MEMBER on that date;

(2) The date you become a MEMBER if your step child is your STEP CHILD on that date; and

(3) The date your STEP CHILD has met the requirements of 1. (b) above, if you acquire a STEP CHILD after the effective date of the GROUP POLICY and you become a MEMBER.

(d) DISABLED CHILD

The latest of the following dates:

(1) The effective date of the GROUP POLICY if your natural child, adopted child or step child is a DISABLED CHILD on that date and you are a MEMBER on that date;

(2) The date you become a MEMBER if your natural child, adopted child or step child is a DISABLED CHILD on that date; and

(3) The date your natural child, adopted child or STEP CHILD becomes a DISABLED CHILD if such child becomes your DISABLED CHILD after the effective date of the GROUP POLICY and after the date you become a MEMBER.

3. Restrictions on qualifying as your ELIGIBLE CHILD.

(a) If you are TOTALLY DISABLED on the date your natural child, adopted child, STEP CHILD or DISABLED CHILD would otherwise qualify as your ELIGIBLE CHILD, such child will not qualify as your ELIGIBLE CHILD until the first day after you recover and complete one full day of ACTIVE WORK However, this restriction does not apply to your natural child born within the first ten months of your TOTAL DISABILITY.

(b) No child will become qualified as your ELIGIBLE CHILD after the date of your death, except as provided in Part 8.B.

4. Termination of ELIGIBLE CHILD status.

Your natural child, adopted child, STEP CHILD or DISABLED CHILD will cease to be an ELIGIBLE CHILD on the earliest of the following dates:

(a) The date your natural child, adopted child or STEP CHILD becomes 19 years of age, unless such child qualifies under the Internal Revenue Code as your dependent or is a DISABLED CHILD on that date.

(b) The later of the date your natural child, adopted child or STEP CHILD becomes (1) age 19 or over and ceases to qualify under the Internal Revenue Code as your dependent or (2) age 26, unless such child is a DISABLED CHILD on that date.

(c) The date your natural child, adopted child, STEP CHILD or DISABLED CHILD is married.

(d) The date your natural child or adopted child ceases to be dependent upon you for support.

(e) The date your natural child or adopted child ceases to be your child by reason of adoption or other termination of the parent-child relationship by court order.

(f) The date your STEP CHILD ceases to (1) qualify under the Internal Revenue Code as your dependent or (2) be dependent upon you for at least 50% of financial support.

(g) The date your DISABLED CHILD, ceases to (1) be chiefly dependent upon you for support and maintenance or (2) qualify under the Internal Revenue Code as your dependent.

C. ELIGIBLE PARENT

1. Qualifying as your ELIGIBLE PARENT

Subject to the restrictions set out in 2. below, your parent who (A) is dependent upon you for support and maintenance and (B) qualifies under the Internal Revenue Code as your dependent, will qualify as your ELIGIBLE PARENT on the latest of the following dates:

(a) The effective date of the GROUP POLICY, if your parent meets the requirements of (A) and (B) above on that date and you are a MEMBER on that date;

(b) The date you become a MEMBER, if your parent meets the requirements of (A) and (B) above on that date; and

(c) The date your parent meets the requirements of (A) and (B) above, if your parent meets those requirements after the effective date of the GROUP POLICY and after the date you become a MEMBER.

2. Restrictions on qualifying as your ELIGIBLE PARENT.

(a) If you are TOTALLY DISABLED on the date your parent would otherwise qualify as your ELIGIBLE PARENT, your parent will not qualify as your ELIGIBLE PARENT until the first day after you recover and complete one full day of ACTIVE WORK

(b) No parent will become qualified as your ELIGIBLE PARENT after the date of your death.

3. Termination of ELIGIBLE PARENT status.

Your parent will cease to be an ELIGIBLE PARENT on the earliest of the following dates:

(a) The date your parent ceases to be dependent upon you for support and maintenance.

(b) The date the parent ceases to qualify under the Internal Revenue Code as your dependent.

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Part 3. BECOMING INSURED

To become insured, you must meet each of the following requirements plus the ACTIVE WORK requirement:

1. You must be a MEMBER.
2. You must have at least one ELIGIBLE SPOUSE, ELIGIBLE CHILD or ELIGIBLE PARENT.
3. You must be eligible for INSURANCE.

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A. DEFINITION OF MEMBER

You must be a MEMBER. You are a MEMBER if you are both of the following-

1. An active employee of the EMPLOYER, other than a temporary or seasonal employee; and
2. Regularly scheduled to work at least 20 hours each week.

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B. ELIGIBLE SURVIVOR REQUIREMENT

You must have at least one ELIGIBLE SPOUSE, ELIGIBLE CHILD, or ELIGIBLE PARENT as defined in Part 2.

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C. ELIGIBILITY FOR INSURANCE

You must be eligible for INSURANCE. You are eligible for INSURANCE on the effective date of the GROUP POLICY if, on that date, you are a MEMBER and have at least one ELIGIBLE SPOUSE, ELIGIBLE CHILD or ELIGIBLE PARENT. Otherwise, you will become eligible for INSURANCE on the later of:

1. The date you become a MEMBER; and
2. The date you first acquire either an ELIGIBLE SPOUSE, an ELIGIBLE CHILD or an ELIGIBLE PARENT.

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D. EFFECTIVE DATE OF INSURANCE

Your INSURANCE will become effective on the date you become eligible if you meet the ACTIVE WORK requirement on that date.

E. ACTIVE WORK REQUIREMENT

If you were DISABLED on the day before the scheduled effective date of your INSURANCE, then the effective date of your INSURANCE will be delayed until the first day after you complete one full day of ACTIVE WORK For purposes of this ACTIVE WORK requirement, you are DISABLED if you are unable, as a result of SICKNESS, ACCIDENTAL BODILY INJURY, or PREGNANCY, to perform the material duties of your own occupation.

ACTIVE WORK and ACTIVELY AT WORK mean performing the usual duties of your job at your EMIPLOYER'S usual place of business.

This ACTIVE WORK requirement also applies to any increase in your INSURANCE.

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Part 4. WHEN INSURANCE ENDS

Your INSURANCE will end automatically on the earliest of the following dates:

a. The date you cease to be a MEMBER as defined in Part 3.A.

b. The date you become a full time member of the armed forces of any country.

c. The date the GROUP POLICY terminates.

d. The date on which you cease to have at least one ELIGIBLE SPOUSE, ELIGIBLE CHILD, or ELIGIBLE PARENT as defined in Part 2.

e. The date you cease to be ACTIVELY AT WORK for your EMPLOYER on your regular work days because of a general work stoppage (including a strike or lockout) resulting from a labor

dispute between your collective bargaining unit and your EMPLOYER, unless your INSURANCE continues under the Strike Continuation Provision below.

f. The date you cease to be ACTIVELY AT WORK for your EMPLOYER on your regular work days. However, your INSURANCE may be continued (unless it ends under items a. through e. above) during the following periods while you are absent from ACTIVE WORK.

1. While you are receiving full salary (including sick pay) from your EMPLOYER.

2. While you are unable to be ACTIVELY AT WORK as a result of SICKNESS, ACCIDENTAL BODILY INJURY or PREGNANCY, but not beyond the date your employment is terminated by you or your EMPLOYER

3. During a leave of absence if continuation of your INSURANCE under the GROUP POLICY is required by the state-mandated family or medical leave act or law.

4. During the first 60 days of (a) a leave of absence approved by your EMPLOYER, or (b) a temporary layoff.

STRIKE CONTINUATION PROVISION:

You may continue your INSURANCE for not more than six months while you are absent from ACTIVE WORK because of a general work stoppage (including a strike or lockout) resulting from a labor dispute between your EMPLOYER and your collective bargaining unit, subject to the following rules:

1. Your EMPLOYER will notify you in writing of your rights under this provision immediately when your compensation is suspended or terminated because of a work stoppage. Your EMPLOYER will mail the notice to you at your last address on record with the EMPLOYER

2. You must pay the entire premium for your INSURANCE (including the EMPLOYERS share) to your EMPLOYER on or before each premium due date.

3. STANDARD has the right to change the premium rates during the work stoppage in accordance with the terms of the GROUP POLICY

4. Your INSURANCE during a work stoppage will end on the earliest of the following dates:

(a) On any premium due date, if you fail to make the required premium payment to your EMPLOYER on or before that date.

(b) On the date when you have been absent from ACTIVE WORK for six months.

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Part 5. BECOMING INSURED AGAIN AFTER INSURANCE ENDS

You may become insured again under the GROUP POLICY after your INSURANCE ends. The general rule is that you may become insured again on the same basis as a new MEMBER, as provided in Part 3. BECOMING INSURED. However', for purposes of becoming insured again, the requirements of Part 3 will be modified in specific situations as follows:

1. If your INSURANCE ends because you cease to be a MEMBER, and you become a MEMBER again within 90 days, you will be immediately eligible for INSURANCE on the date you become a MEMBER again.

2. If your INSURANCE ends because you cease to have at least one ELIGIBLE SPOUSE, ELIGIBLE CHILD or ELIGIBLE PARENT, you will be immediately eligible for INSURANCE on the next date on which you acquire an ELIGIBLE SPOUSE, ELIGIBLE CHILD or ELIGIBLE PARENT.

3. If your INSURANCE ends because you are on a federal or state-mandated family or medical leave of absence, and you become a MEMBER again immediately following the. period

allowed, your INSURANCE will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

If you exercised your RIGHT TO CONVERT to an individual policy of life insurance when your SURVIVOR INCOME LIFE INSURANCE ended, you must provide STANDARD with satisfactory EVIDENCE OF INSURABILITY to become insured again for SURVIVOR INCOME LIFE INSURANCE under the GROUP POLICY

Your INSURANCE will become effective again on the date determined from Part 3., and will not be retroactive to the date your INSURANCE ended.

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Part 6. SURVIVOR INCOME LIFE, INSURANCE INSURING CLAUSE

Subject to all the terms of the GROUP POLICY, STANDARD will pay the SURVIVOR INCOME BENEFITS described in Part 7 upon receipt of satisfactory written proof of your death while you were insured under the GROUP POLICY

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Part 7. SCHEDULE OF SURVIVOR INCOME BENEFITS

Monthly SURVIVOR INCOME BENEFITS become payable after your death, provided that you are survived by at least one ELIGIBLE SPOUSE, ELIGIBLE CHILD or ELIGIBLE PARENT. This Part 7 has five sections explaining the amount and payment of the SURVIVOR INCOME BENEFITS:

A. BENEFITS PAYABLE FOR A SURVIVING ELIGIBLE SPOUSE.

B. BENEFITS PAYABLE FOR A SURVIVING ELIGIBLE CHILD OR SURVIVING ELIGIBLE PARENT

C. PERCENTAGE OF INSURED EARNINGS

D. INSURED EARNINGS

E. DURATION OF SURVIVOR INCOME BENEFITS

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A. BENEFITS PAYABLE FOR A SURVIVING ELIGIBLE SPOUSE

If you are survived by an ELIGIBLE SPOUSE, the monthly SURVIVOR INCOME BENEFIT payable for your surviving ELIGIBLE SPOUSE is a percentage of your INSURED EARNINGS, reduced by the amount of SOCIAL SECURITY SURVIVORS' BENEFITS payable to or on behalf of your ELIGIBLE SPOUSE on account of your death. This reduction will be made even if your ELIGIBLE SPOUSE receives a benefit under the federal Social Security Act based upon the ELIGIBLE SPOUSE'S own work history. In that case, the amount to be deducted will be the amount of SOCIAL SECURITY SURVIVORS'BENEFITS that would have been payable to the ELIGIBLE SPOUSE, absent the ELIGIBLE SPOUSE'S own work history.

If you are survived by one or more ELIGIBLE SPOUSE only, the minimum amount of SURVIVOR INCOME BENEFIT is $150.

The applicable percentage of your INSURED EARNINGS is determined in Part 7. C. INSURED EARNINGS is defined in Part 7.D).

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B. BENEFITS PAYABLE FOR A SURVIVING ELIGIBLE CHILD OR PARENT

Benefits payable for a surviving ELIGIBLE CHILD or surviving ELIGIBLE PARENT are as follows:

1. No SURVIVOR INCOME BENEFIT will be paid for any DISABLED CHILD or ELIGIBLE PARENT if receipt of a SURVIVOR INCOME BENEFIT under the GROUP POLICY would cause the DISABLED CHILD or ELIGIBLE PARENT to lose any entitlement or eligibility for other income, benefits, insurance or assistance of any type.

2. Proof of ELIGIBLE CHILD and ELIGIBLE PARENT status is required to establish entitlement to or eligibility for SURVIVOR INCOME BENEFITS, and such proof is required at reasonable intervals thereafter as requested by us for continued entitlement to or eligibility for benefits. We have the right to have a DISABLED CHILD and ELIGIBLE PARENT examined at our expense for purposes of determining eligibility status.

3. If you are survived by an ELIGIBLE CHILD, the monthly SURVIVOR INCOME BENEFIT payable for your surviving ELIGIBLE CHILD is a percentage of your INSURED EARNINGS, reduced by the amount of SOCIAL SECURITY SURVIVORS' BENEFITS payable to or on behalf of your ELIGIBLE CHILD on account of your death.

4. If you are survived by an ELIGIBLE PARENT, the monthly SURVIVOR INCOME BENEFIT payable for your surviving ELIGIBLE PARENT is the percentage of your INSURED EARNINGS.

If you are survived by one or more ELIGIBLE CHILD OR PARENT only, the minimum amount of SURVIVOR INCOME BENEFIT is $150.

The applicable percentage of your INSURED EARNINGS is determined in Part 7.C. INSURED EARNINGS is defined in Part 7.D.

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C. PERCENTAGE OF INSURED EARNINGS

The percentage of your INSURED EARNINGS used to determine the monthly SURVIVOR INCOME BENEFIT payable for an ELIGIBLE SPOUSE, ELIGIBLE CHILD or ELIGIBLE PARENT (prior to any reduction for SOCIAL SECURITY SURVIVORS' BENEFITS) is determined as follows:

(1) For an ELIGIBLE SPOUSE with no ELIGIBLE CHILD(REN) or ELIGIBLE PARENT(S):

30% for the ELIGIBLE SPOUSE

(2) For a surviving ELIGIBLE SPOUSE with one or more ELIGIBLE CHILD(REN) and/or ELIGIBLE PARENT(S):

30% for the ELIGIBLE SPOUSE and an additional 30% divided equally among the ELIGIBLE CHILD(REN) and ELIGIBLE PARENT(S)

(3) For one or more ELIGIBLE CHILD(REN) and/ or ELIGIBLE PARENT(S) with no ELIGIBLE SPOUSE:

(a) If there are ELIGIBLE CHILD(REN) with no ELIGIBLE PARENT:

60% divided equally among the ELIGIBLE CHILD(REN)

(b) If there are ELIGIBLE CHILD(REN) with ELIGIBLE PARENT(S):

30% divided equally among the ELIGIBLE CHILD(REN) and an additional 30% divided equally among the ELIGIBLE CHILD(REN) and ELIGIBLE PARENT(S)

(4) For an ELIGIBLE PARENT with no ELIGIBLE CHILD(REN) or ELIGIBLE SPOUSE:

30% divided equally among the ELIGIBLE PARENT(S)

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D. INSURED EARNINGS

INSURED EARNINGS means the first $13,000 of your monthly rate of earnings-from your EMPLOYER including deferred compensation, but excluding commissions, bonuses, overtime pay and any other extra compensation. The following rules apply to the computation of your monthly rate of earnings:

Weekly Pay: Weekly earnings are multiplied by 4.333 to find your monthly rate of earnings.

Hourly Pay: Your hourly pay rate is multiplied by the number of hours you are regularly scheduled to work per month (but not more than 173) to find your monthly rate of earnings. If you do not have regular work hours, your monthly rate of earnings on any date will be based on the average number of hours you worked during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 173.

EFFECTIVE DATE OF CHANGES IN INSURED EARNINGS

The amount of the SURVIVOR INCOME BENEFITS payable after your death will be based on your INSURED EARNINGS in effect on your last full day of ACTIVE WORK before your death. Any change in the amount of your monthly rate of earnings which is approved or becomes effective after that last full day of ACTIVE WORK will have no effect on the amount of the SURVIVOR INCOME BENEFITS payable after your death.

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E. DURATION OF SURVIVOR INCOME BENEFITS

SURVIVOR INCOME BENEFITS which become payable after your death are paid at the end of each monthly period (measured from the date of your death) in which there is at least one surviving ELIGIBLE SPOUSE, surviving ELIGIBLE CHILD or surviving ELIGIBLE PARENT, subject to the following.

SURVIVOR INCOME BENEFITS for an ELIGIBLE SPOUSE will end on the earlier of the following dates:

(1) The date your ELIGIBLE SPOUSE dies;

(2) The date your ELIGIBLE SPOUSE remarries. (See Part 8.A. REMARRIAGE BENEFITS.)

SURVIVOR INCOME BENEFITS for an ELIGIBLE CHILD or ELIGIBLE PARENT will end on the earliest of the following dates:

(1) The date an ELIGIBLE CHILD:

a. The date the ELIGIBLE CHILD marries;

b. The date the ELIGIBLE CHILD reaches age 19 or age 26, if the ELIGIBLE CHILD is still a dependent under the Internal Revenue Code;

c. The date the ELIGIBLE CHILD over age 19, but under age 26, ceases to qualify as a dependent under the Internal Revenue Code; for a DISABLED CHILD, coverage will continue beyond age 19 or 26, if the DISABLED CHILD:

(i). Remains chiefly dependent upon an adult family member or upon the ELIGIBLE SPOUSE, unless none exist;

(ii.) Continues to qualify under the Internal Revenue Code as a dependent of an adult family or as a dependent of the ELIGIBLE SPOUSE, unless none exists;

d. The date the ELIGIBLE CHILD dies.

(2) The date the ELIGIBLE PARENT:

a. Ceases to be chiefly dependent upon an adult family member of the ELIGIBLE PARENT or upon the ELIGIBLE SPOUSE for support and maintenance, unless none exists.

b. Ceases to qualify under the Internal Revenue Code as a dependent of an adult family member of the ELIGIBLE PARENT or as a dependent of the ELIGIBLE SPOUSE, unless none exists.

c. The date the ELIGIBLE PARENT dies.

(3) For an ELIGIBLE CHILD or ELIGIBLE PARENT, 90 days after we mail a request for proof of ELIGIBLE CHILD or ELIGIBLE PARENT status, if proof is not given, unless an extension is requested and approved by STANDARD.

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Part 8. OTHER BENEFITS AND PROVISIONS

A. REMARRIAGE BENEFITS

SURVIVOR INCOME BENEFITS payable to an ELIGIBLE SPOUSE will end upon the remarriage of the ELIGIBLE SPOUSE. However, if your ELIGIBLE SPOUSE notifies STANDARD within 60 days of remarriage, the remarried spouse whose SURVIVOR INCOME BENEFITS ended due to remarriage will be entitled to receive REMARRIAGE BENEFITS.

REMARRIAGE BENEFITS means a single lump-sum payment to the ELIGIBLE SPOUSE equal to 12 times the monthly SURVIVOR INCOME BENEFIT payable for an ELIGIBLE SPOUSE only, without any reduction by SOCIAL SECURITY SURVIVORS BENEFITS payable to the ELIGIBLE SPOUSE on account of your death.

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B. BENEFITS FOR A CHILD BORN AFTER YOUR DEATH

Your natural child, born to your ELIGIBLE SPOUSE within ten months after your death, will be treated as your ELIGIBLE CHILD for purposes of payment of SURVIVOR INCOME BENEFITS.

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C. CONTINUED SURVIVOR INCOME LIFE INSURANCE DURING TOTAL DISABILITY

If you become TOTALLY DISABLED while insured under the GROUP POLICY and before your 60th birthday, your SURVIVOR INCOME LIFE INSURANCE will be continued for as long as you remain continuously TOTALLY DISABLED, but not beyond the end of the calendar month in which you become 70 years of age. No premiums will be charged for the SURVIVOR INCOME LIFE INSURANCE which is continued while you are TOTALLY DISABLED. This benefit, which is called CONTINUED SURVIVOR INCOME LIFE INSURANCE, is subject to the following provisions:

1. Changes during TOTAL DISABILITY.

   For the purposes of CONTINUED SURVIVOR INCOME LIFE INSURANCE, INSURED EARNINGS equal your INSURED EARNINGS as of the date your TOTAL DISABILITY commenced, and will not change while you remain TOTALLY DISABLED.

   The SURVIVOR INCOME BENEFIT payable in the event of your death will not be affected by termination or amendment of the GROUP POLICY after the date you become TOTALLY DISABLED

2. Time Limits on Providing Proof of TOTAL DISABILITY

   To claim CONTINUED SURVIVOR INCOME LIFE INSURANCE, you (or in the event of your death, your ELIGIBLE SURVIVOR) must provide to STANDARD satisfactory written proof of your continuous TOTAL DISABILITY within 12 months after the end of the last period for which premiums were paid for your SURVIVOR INCOME LIFE INSURANCE.

   If your claim for CONTINUED SURVIVOR INCOME LIFE INSURANCE is approved, STANDARD will require satisfactory written proof of continuing TOTAL DISABILITY at

reasonable intervals, but no more than once a year after you have been continuously TOTALLY DISABLED for two years.

All proof of TOTAL DISABILITY must be provided to STANDARD at your expense.

3. Refund of Premiums

Upon receipt of satisfactory written proof that you qualify for CONTINUED SURVIVOR INCOME LIFE INSURANCE and that you have been continuously TOTALLY DISABLED for six or more months, STANDARD will refund to the POLICYHOLDER all premiums paid for your SURVIVOR INCOME LIFE INSURANCE while you qualified for CONTINUED SURVIVOR INCOME LIFE INSURANCE. However, no premiums will be refunded for any period more than one year before STANDARD receives proof of loss in support of your claim for CONTINUED SURVIVOR INCOME LIFE INSURANCE.

If you die during the first six months of continuous TOTAL DISABILITY, all premiums paid for that period will be refunded.

4. Independent Examination

STANDARD has the right to have you examined at STANDARD'S expense at reasonable intervals while you are claiming CONTINUED SURVIVOR INCOME LIFE INSURANCE coverage. Any such examination will be conducted by one or more physicians or vocational specialists of STANDARD'S choice.

5. When CONTINUED SURVIVOR INCOME LIFE INSURANCE ends

Your CONTINUED SURVIVOR INCOME LIFE INSURANCE will end automatically on the earliest of the following dates:

(a) The date you cease to be TOTALLY DISABLED.

(b) 90 days after the date STANDARD mails you a request for proof of your continued TOTAL DISABILITY, unless you provide STANDARD with the required proof within that 90 day period.

(c) The date you fail to provide STANDARD with a reasonable opportunity to have you independently examined at STANDARD'S expense.

(d) The effective date of any individual policy of insurance issued to you when you exercised your RIGHT TO CONVERT under D. of this Part 8.

(e) The date you cease to have at least one ELIGIBLE SPOUSE, ELIGIBLE CHILD or ELIGIBLE PARENT.

(f) The last day of the calendar month in which you become 70 years of age.

6. Effect of exercising RIGHT TO CONVERT

You are not eligible for CONTINUED SURVIVOR INCOME LIFE INSURANCE after you exercise your RIGHT TO CONVERT under D. of this Part 8.

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D. RIGHT TO CONVERT TO AN INDIVIDUAL POLICY OF LIFE INSURANCE

If your SURVIVOR INCOME LIFE INSURANCE coverage ends, you may have a right to buy an individual policy of life insurance without submitting EVIDENCE OF INSURABILITY. You have this right, called the RIGHT TO CONVERT, within 31 days after one of the following dates:

1. The date your SURVIVOR INCOME LIFE INSURANCE ends for any reason other than (a) your failure to make the required premium contribution or (b) the termination of the GROUP POLICY. The maximum_amount you have a RIGHT TO CONVERT is the present value of the

future SURVIVOR INCOME BENEFITS which would have been paid if you had died on the date your SURVIVOR INCOME LIFE INSURANCE ended.

2. The date your CONTINUED SURVIVOR INCOME LIFE INSURANCE ends, unless you are eligible for SURVIVOR INCOME LIFE INSURANCE under the GROUP POLICY on that date. The maximum amount you have a RIGHT TO CONVERT is the present value of the future SURVIVOR INCOME BENEFITS which would have been paid if you had died on the date your CONTINUED SURVIVOR INCOME LIFE INSURANCE ended.

3. The date the GROUP POLICY terminates, provided your SURVIVOR INCOME LIFE INSURANCE has been in force for 5 or more years on that date. The maximum amount you have a RIGHT TO CONVERT is the lesser of (a) the present value of the future SURVIVOR INCOME BENEFITS which would have been paid if you had died on the date your SURVIVOR INCOME LIFE INSURANCE ended, reduced by the amount of any other group survivor income life insurance for which you become eligible during the CONVERSION PERIOD, and (b) $2,000.00.

For the purposes of 1. through 3. above, the present value of the benefit described in Part 7 is calculated using (a) an interest rate set by STANDARD at the beginning of each year, but not less than 5%, (b) the current U.S. White Population Mortality Table, and (c) 50% of the OASDI Remarriage Rates.

No child born after the date the CONVERSION PERIOD begins will be considered in determining the amount you have a RIGHT TO CONVERT.

CONVERSION PERIOD means the 31 day period during which you can exercise the RIGHT TO CONVERT.

You must exercise your RIGHT TO CONVERT before the end of the CONVERSION PERIOD by both (a) applying to STANDARD in writing for an individual policy of life insurance and (b) paying STANDARD the first premium for the individual policy of life insurance.

If you exercise your RIGHT TO CONVERT, the individual policy of life insurance will become effective on the day after the end of your CONVERSION PERIOD.

If you die during the CONVERSION PERIOD, STANDARD will pay a lump-sum benefit equal to the maximum amount you had a RIGHT TO CONVERT as determined above, whether or not you applied for an individual policy. The lump sum benefit will be divided among your ELIGIBLE SPOUSE, ELIGIBLE CHILDREN and ELIGIBLE PARENTS-in proportion to the present value of the future SURVIVOR INCOME BENEFITS calculated with respect to each ELIGIBLE SPOUSE, ELIGIBLE CHILD and ELIGIBLE PARENT. Payment will be made to the estate of any ELIGIBLE SPOVA, ELIGIBLE CHILD or ELIGIBLE PARENT who dies after the date the CONVERSION PERIOD begins and before the lump sum benefit is paid. No benefit is payable with respect to any child born after the date the CONVERSION PERIOD begins.

THE INDIVIDUAL POLICY OF LIFE INSURANCE

If you exercise your RIGHT TO CONVERT, you may not select a term insurance policy or a life insurance policy with disability or accidental death benefits, or any other additional benefits. With these limitations, you may select any form of individual life insurance policy then being issued by STANDARD to persons of your age and for the amount you wish to convert. You may apply for less than the maximum amount shown above, but if you do you may not apply for less than the minimum amount being issued by STANDARD for the form of life insurance you select.

The premium for the individual life insurance policy will be determined from STANDARDS published rates for standard risks.

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E. BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

If you die while you are insured under the GROUP POLICY, your ELIGIBLE SURVIVORS' right to receive SURVIVOR INCOME BENEFITS will not be affected by:

1. The termination of the GROUP POLICY after the date of your death; or
2. Any amendment to the GROUP POLICY approved after the date of your death.

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Part 9. PAYMENT OF CLAIMS

NOTE: For the purposes of Part 9 only, the terms "you" and "your" refer to a person claiming a benefit under the GROUP POLICY

A. PAYMENT OF BENEFITS

SURVIVOR INCOME BENEFITS for a surviving ELIGIBLE SPOUSE will be paid to the surviving ELIGIBLE SPOUSE.

If SURVIVOR INCOME BENEFITS are payable to an ELIGIBLE SURVIVOR who is a minor or is mentally incapacitated or incompetent to receive payment of money, the SURVIVOR INCOME BENEFITS will be paid as permitted by law. SURVIVOR INCOME BENEFITS payable to a ELIGIBLE SURVIVOR who is of the age of majority, is competent and is not mentally incapacitated will be payable directly to that ELIGIBLE SURVIVOR.

If the monthly SURVIVOR INCOME BENEFIT payable to or on behalf of any person is less than $20.00, STANDARD may pay the SURVIVOR INCOME BENEFIT for that person on an annual basis. If the SURVIVOR INCOME BENEFIT is paid annually, the first annual payment (equal to 12 times the monthly SURVIVOR INCOME BENEFIT) will be made on the date which is eleven months after the date on which the first monthly payment would have been made. Subsequent payments will be made at the end of each year, as established by the date of the first payment.

B. TIME LIMITS FOR FILING A CLAIM

All benefits must be claimed within 90 days after the date of loss or as soon thereafter as reasonably possible and, in any case, within one year after the end of that 90 day period. Claims not filed within these time limits will be denied and no benefits will be paid. These time limits will not apply during any period when you lacked the legal capacity to file a claim.

C. FILING A CLAIM

All claims for benefits should be submitted on STANDARD'S forms. You should obtain claim forms from the POLICYHOLDER or the Plan Administrator.

You may also request claim forms from STANDARD. If STANDARD fails to provide you with claim forms within 15 days of your request you may submit your claim in a letter stating the occurrence, character and extent of the event for which the claim is made.

D. PROOF OF LOSS

Satisfactory written proof of loss in connection with a claim for benefits must be provided to STANDARD at your expense.

Before making any payment of SURVIVOR INCOME BENEFITS, STANDARD may require proof satisfactory to STANDARD of the status of any individual ELIGIBLE SPOUSE, ELIGIBLE CHILD or ELIGIBLE PARENT.

STANDARD may rely on an affidavit or other written evidence deemed satisfactory to STANDARD to determine the eligibility of any person claiming SURVIVOR INCOME BENEFITS.

No benefits will be paid until STANDARD has received satisfactory written proof of loss in connection with the claim for benefits.

E. RULES REGARDING SOCIAL SECURITY SURVIVORS' BENEFITS

The following rules apply:

1. No cost of living increase in your SOCIAL SECURITY SURVIVORS'BENEFIT will be used to reduce the amount of your SURVIVOR INCOME BENEFIT.

2. Each month your SURVIVOR INCOME BENEFIT will be reduced by the SOCIAL SECURITY SURVIVORS' BENEFIT for the same period, even if you actually receive the SOCIAL SECURITY SURVIVORS' BENEFIT in another month.

   With respect to SOCIAL SECURITY SURVIVORS'BENEFITS which you are claiming but have not yet received, STANDARD will offer you the following options:

   Option 1:

   STANDARD will reduce your SURVIVOR INCOME BENEFIT each month by the monthly amount of the SOCIAL SECURITY SURVIVORS'BENEFITS you expect to receive for that period. You will be reimbursed by STANDARD if this results in an underpayment of your claim for SURVIVOR INCOME BENEFITS. You must repay STANDARD if this results in an overpayment of your claim for SURVIVOR INCOME BENEFITS.

   Option 2:

   STANDARD will pay you SURVIVOR INCOME BENEFITS without any reduction on account of SOCIAL SECURITY SURVIVORS' BENEFITS until your claim for SOCIAL SECURITY SURVIVORS'BENEFITS is approved. You must repay STANDARD for any resulting overpayment of your claim for SURVIVOR INCOME BENEFITS.

   Option 2. becomes effective automatically if you fail to make a choice.

   When your claim for SOCIAL SECURITY SURVIVORS' BENEFITS is approved, you must notify STANDARD of the amount of the award. If it is approved for a period when STANDARD has already paid SURVIVOR INCOME BENEFITS, STANDARD will recompute the amount of the SURVIVOR INCOME BENEFIT which was payable to you for that period. If you have been underpaid, STANDARD will pay you the amount of any such underpayment with interest at a rate determined by STANDARD. If you have been overpaid, STANDARD will notify you of the amount of the overpayment. You must immediately reimburse STANDARD for the amount of the overpayment. You will not receive any payments from STANDARD until STANDARD has been reimbursed in full. In the meantime, any SURVIVOR INCOME BENEFITS becoming payable will be applied to reduce the amount of the overpayment of your claim for SURVIVOR INCOME BENEFITS.

3. Documentation of your SOCIAL SECURITY SURVIVORS'BENEFITS must be provided to STANDARD at your expense.

   If STANDARD reasonably believes that you are receiving or are eligible to receive SOCIAL SECURITY SURVIVORS' BENEFITS, STANDARD has the right to require satisfactory written documentation:

   (a) That you have made timely claim for the SOCIAL SECURITY SURVIVORS' BENEFITS;

   (b) That you have properly pursued the claim; and

   (c) Of the amount of the SOCIAL SECURITY SURVIVORS'BENEFITS.

   If you are receiving benefits under the federal Social Security Act on account of your own work history, STANDARD has a right to require that you provide satisfactory written

documentation of the amount of SOCIAL SECURITY SURVIVORS'BENEFITS that would have been payable to you absent your own work history.

STANDARD will send you a written request for any required documentation. You must provide such documentation within 60 days after written request is mailed to you. Otherwise, STANDARD, at its sole discretion, may elect to reduce your SURVIVOR INCOME BENEFITS by the amount STANDARD reasonably believes you are receiving or would have been eligible to receive (a) upon timely and proper pursuit of a claim for the SOCIAL SECURITY SURVIVORS'BENEFITS, or (b) if you were not receiving benefits under the federal Social Security Act based upon your own work history. If your claim for SURVIVOR INCOME BENEFITS has been overpaid, STANDARD will notify you of the amount of the overpayment. You must immediately reimburse STANDARD for the amount of the overpayment. You will not receive any payments from STANDARD until STANDARD has been reimbursed in full. In the meantime, any SURVIVOR INCOME BENEFITS becoming payable will be applied to reduce the amount of the overpayment of your claim for SURVIVOR INCOME BENEFITS.

If you later provide the required documentation within a reasonable time, STANDARD will recompute the amount of SURVIVOR INCOME BENEFITS which were payable. If you have been overpaid, STANDARD will notify you of the amount of the overpayment and the overpayment will be handled as above. If you have been underpaid, STANDARD will pay you the amount of the underpayment with interest at a rate determined by STANDARD.

F. INVESTIGATION OF YOUR CLAIM

STANDARD has the right to conduct an independent investigation of any claim for benefits under the GROUP POLICY No benefits will be paid until STANDARD has had a reasonable time to conduct an investigation.

G. NOTICE OF DECISION ON CLAIM

You will receive a written decision on your claim within a reasonable period of time after STANDARD receives your claim.

If STANDARD denies all or any part of your claim, you will receive a written notice of denial containing:

(1) The reasons for the denial;

(2) Reference to the provisions of the GROUP POLICY on which the denial is based;

(3) A description of any additional information or documentation you must submit to obtain benefits and an explanation of why such information or documentation is required;

(4) Notice of your right to a review of the denial; and

(5) A description of the review procedure.

If you do not receive a written decision on your claim within 90 days after your claim is received, you will have an immediate right to request a review under the review procedure, as if your claim had been denied.

H. REVIEW PROCEDURE

You have a right to review of any denial by STANDARD of all or any part of your claim. To obtain a review, you should send a written request for review to STANDARD within 60 days after you receive notice of the denial. No special form is required.

As a part of your request for review, you may submit issues and comments in writing and provide additional documentation in support of your claim. You may review pertinent documents related to your request for review.

STANDARD will review your claim promptly after receiving your request for review. You will receive written notice of STANDARDS decision within 60 days after your request for review is received, or within 120 days if special circumstances require an extension. The written decision you receive will include the reasons for the decision and reference to the provisions of the GROUP POLICY on which the decision is based.

You may authorize another person to act for you under this review procedure.

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Part 10. TIME LIMITS ON LEGAL ACTIONS AND CERTAIN DEFENSES

No action at law or in equity may be brought to recover under the GROUP POLICY until 60 days after written proof of loss has been provided to STANDARD.

Any statement you make to obtain INSURANCE will be a representation and not a warranty. No misrepresentation by you will be used to reduce or deny your claim or to deny the validity of your INSURANCE unless:

(a) Your INSURANCE would not have been approved except for your misrepresentation;

(b) Your misrepresentation is contained in a written instrument signed by you; and

(c) A copy of the written instrument containing your misrepresentation has been given to you or your ELIGIBLE SURVIVOR.

After your INSURANCE has been in effect for two years, no misrepresentation by you will be used to reduce or deny your claim or to deny the validity of your INSURANCE.

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Part 11. ASSIGNMENT NOT PERMITTED

Your CERTIFICATE is not assignable. The INSURANCE provided and benefits payable are not assignable.

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