GROUP POLICY FOR:

THE PRESIDENT AND TRUSTEES OF WILLIAMS COLLEGE DBA WILLIAMS COLLEGE

ALL MEMBERS
Group Voluntary Term Life

Print Date: 03/16/2011
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CHANGE NO. --2-- AMENDMENT TO BE ATTACHED TO 
AND MADE A PART OF 
PRINCIPAL LIFE INSURANCE COMPANY GROUP 
POLICY NO. GVT H61417 ISSUED TO 

THE PRESIDENT AND TRUSTEES OF WILLIAMS COLLEGE DBA WILLIAMS COLLEGE

It is agreed that the above Group Policy be amended effective as of February 1, 2011, by striking all pages and replacing such pages with the following updated Group Policy.

The effect of this change is to completely replace the documentation of the contract between the above-named Policyholder and The Principal. Therefore, as of the effective date of this change, all prior versions of that documentation are null and void. This change is not intended to renew the contract between the Policyholder and The Principal in any way which affects the time limits of the coverages or limitations as stated in the original documentation.

The provisions and conditions set forth on any attached page are part of this Amendment the same as if set forth above.

This Amendment will become effective as a written agreement between The Principal and the Policyholder on the first premium due date following the effective date shown above for which premium due under this Group Policy is received by The Principal.

Executed by The Principal as of March 15, 2011.

Countersigned:

Executed by the Policyholder as of ________________________________.

THE PRESIDENT AND TRUSTEES OF WILLIAMS COLLEGE DBA WILLIAMS COLLEGE

By: ________________________________

Title: ________________________________
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POLICY RIDER

GROUP INSURANCE

POLICY NO: H61417

COVERAGE: Life

EMPLOYER: THE PRESIDENT AND TRUSTEES OF WILLIAMS COLLEGE DBA WILLIAMS COLLEGE

Effective on the later of the Date of Issue of this Group Policy or March 1, 2005, the following will apply to your Policy:

From time to time The Principal may offer or provide certain employer groups who apply for coverage with The Principal a Financial Services Hotline and Grief Support Services or any other value added service for the employees of that employer group. In addition, The Principal may arrange for third party service providers (i.e., optometrists, health clubs), to provide discounted goods and services to those employer groups who apply for coverage with The Principal or who become insureds/enrollees of The Principal. While The Principal has arranged these goods, services and/or third party provider discounts, the third party service providers are liable to the applicants/insureds/enrollees for the provision of such goods and/or services. The Principal is not responsible for the provision of such goods and/or services nor is it liable for the failure of the provision of the same. Further, The Principal is not liable to the applicants/insureds/enrollees for the negligent provision of such goods and/or services by the third party service providers.

EXCEPT AS SPECIFICALLY DESCRIBED IN THIS RIDER, ALL OTHER BENEFITS AND PROVISIONS WILL BE AS DESCRIBED IN THE GROUP POLICY.

PRINCIPAL LIFE INSURANCE COMPANY
DES MOINES, IOWA 50392-0001
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This group insurance policy is issued to:

**THE PRESIDENT AND TRUSTEES OF WILLIAMS COLLEGE DBA WILLIAMS COLLEGE**
(called the Policyholder in this Group Policy)

The Date of Issue is January 1, 2009.

In return for the Policyholder's application and payment of all premiums when due, The Principal agrees to provide:

**GROUP VOLUNTARY TERM LIFE INSURANCE**

**MEMBER LIFE INSURANCE**

**DEPENDENT LIFE INSURANCE**

subject to the terms and conditions described in this Group Policy.

GROUP POLICY NO.: GVT H61417

RENEWABLE TERM

CONTRACT STATE OF ISSUE: MASSACHUSETTS

This policy has been updated effective February 1, 2011.
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PART I - DEFINITIONS

When used in this Group Policy the terms listed below will mean:

Active Work; Actively at Work

The active performance of all of a Member's normal job duties at the Policyholder's usual place or places of business.

Basic Annual Compensation

On any date, a Member's basic annual (or annual equivalent) wage then in force, as established by the Policyholder. Basic wage does not include commissions, bonuses tips or overtime pay. Basic wage does include any deferred earnings under a qualified deferred compensation plan and any amount of voluntary earnings reduction under a qualified Section 125 Cafeteria Plan.

Basic Annual Compensation (Partners K-1)

On any date, a Member's basic annual (or annual equivalent) earnings as established by the Policyholder that:

a. with respect to a Member who has been a partner for at least two calendar years, was reported as net earnings (loss) from self-employment for the prior two years on Schedule K-1 of Partnership Return of Income, Form 1065, excluding amounts derived from return of capital, interest or dividends; or

b. with respect to a Member who has been a partner for at least one calendar year, was reported as net earnings (loss) from self-employment on Schedule K-1 of Partnership Return of Income, Form 1065, for the completed calendar years that the Member has been a partner; or

c. with respect to a Member who has been a partner for less than one calendar year, is their average draw during their period as a partner.

Basic Annual Compensation (Sole Proprietors)

On any date, a Member's annual net profit that:

a. with respect to a Member who has been a sole proprietor for at least two calendar years, was reported on Form 1040 Schedule C for the last two calendar years as the gross income less total deductions, minus depreciation and averaged over the last two years; or

b. with respect to a Member who has been a sole proprietor for less than two calendar years, was reported on Form 1040 Schedule C for the completed calendar years the
Member has been a sole proprietor, as the gross income less total deductions, minus depreciation and averaged over the completed years.

**Basic Annual Compensation (Subchapter S Corporations)**

On any date, a Member's basic annual (or annual equivalent) earnings as established by the Policyholder that:

a. with respect to a Member who has been a shareholder for at least two calendar years, was reported as net earnings (loss) from self-employment for the prior two years on Schedule K-1 of Partnership Return of Income, Form 1065, excluding amounts derived from return of capital, interest or dividends; or

b. with respect to a Member who has been a shareholder for at least one calendar year, was reported as net earnings (loss) from self-employment on Schedule K-1 of Partnership Return of Income, Form 1065, for the completed calendar years that the Member has been a shareholder; or

c. with respect to a Member who has been a shareholder for less than two calendar years, is their average draw during their period as a shareholder.

**Date of Issue**

The date this Group Policy is placed in force: January 1, 2009

**Dependent**

a. A Member's spouse, if that spouse:

   (1) is not in the Armed Forces of any country; and
   (2) is not insured under this Group Policy as a Member.

b. A Member's Dependent Child (or Children) as defined below.

Dependent will also include any person described in a. or b. above who elects to continue coverage under the Portability provisions described in PART III, Section G of this Group Policy.

**Dependent Child; Dependent Children**

a. A Member's natural or legally adopted child, if that child:

   (1) is not married, and
   (2) is not in the Armed Forces of any country; and
   (3) is not insured under this Group Policy as a Member; and
   (4) is at least 14 days but less than 19 years of age.
b. A Member's stepchild, if that child:

(1) meets the requirements in a. (1), (2), (3) and (4) above; and
(2) receives principal support from the Member.

c. A Member's foster child, if that child:

(1) meets the requirements in a. (1), (2), (3) and (4) above; and
(2) lives with the Member; and
(3) receives principal support from the Member; and
(4) is approved in writing by The Principal as a Dependent Child.

d. A Member's child 19 years but less than 23 years of age who otherwise qualifies under a., b. or c. above, if that child receives principal support from the Member.

Developmental Disability

A Dependent Child's substantial handicap, as determined by The Principal, which:

a. results from mental retardation, cerebral palsy, epilepsy, or other neurological disorder; and

b. is diagnosed by a Physician as a permanent or long-term continuing condition.

Full-Time Employee

Any faculty or administrative staff member who is regularly scheduled to work for the Policyholder for a minimum of a half time appointment, as defined by the Policyholder's policies and procedures. Full Time Employee also includes any support staff person who is regularly scheduled to work for the Policyholder for at least 1300 hours annually and has an appointment of at least one year. Work must be at the Policyholder's usual place or places of business or at another place to which an employee must travel to perform his or her regular duties.

Full-Time Student

A Member's Dependent Child attending a school that has a regular teaching staff, curriculum and student body and who:

a. attends school on a full-time basis, as determined by the school's criteria; and

b. is dependent on the Member for principal support.

Group Policy

The policy of group insurance issued to the Policyholder by The Principal which describes

This policy has been updated effective February 1, 2011.
benefits and provisions for Members and Dependents.

**Hospital**

An institution that is licensed as a Hospital by the proper authority of the state in which it is located, but not including any institution, or part thereof, that is used primarily as a clinic, Skilled Nursing Facility, convalescent home, rest home, home for the aged, nursing home, custodial care facility, or training center.

**Insurance Month**

Calendar month.

**Member**

Any PERSON who is a Full-time Employee of the Policyholder.

Member will also include any such person who elects to continue coverage under the Portability provisions described in PART III, Section G of this Group Policy.

**Period of Limited Activity**

Any period of time during which a person is:

a. Confined in a Hospital for any cause or confined in a Skilled Nursing Facility; or

b. Home Confined. "Home Confined" means that, due to sickness or injury, the person is unable to carry on the regular and usual activities of a healthy person of the same age and sex and unable to leave his or her home except to receive medical treatment.

**Physical Handicap**

A Dependent Child's substantial physical or mental impairment, as determined by The Principal, which:

a. results from injury, accident, congenital defect, or sickness; and

b. is diagnosed by a Physician as a permanent or long-term dysfunction or malformation of the body.

**Physician**

A licensed Doctor of Medicine (M.D.) or Osteopathy (D.O.).

**Policy Anniversary**

This policy has been updated effective February 1, 2011.
Policyholder

The entity to whom this Group Policy is issued (see Title Page).

Prior Plan

The group life insurance coverage of the Policyholder for which this Group Policy is a replacement.

Proof of Good Health

Written evidence that a person is insurable under the underwriting standards of The Principal. This proof must be provided in a form satisfactory to The Principal.

Scheduled Benefits Summary

The page which is issued as part of the Insured's certificate which contains benefit and other information pertaining to the Member's coverage under this Group Policy.

Skilled Nursing Facility

An institution (including one providing sub-acute care), or distinct part thereof, that is licensed by the proper authority of the state in which it is located to provide skilled nursing care and that:

a. is supervised on a full-time basis by a Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.) or a licensed registered nurse (R.N.) ; and

b. has transfer arrangements with one or more Hospitals, a utilization review plan, and operating policies developed and monitored by a professional group that includes at least one M.D. or D.O.; and

c. has an existing contract for the services of an M.D. or D.O., maintains daily records on each patient, and is equipped to dispense and administer drugs; and

d. provides 24-hour nursing care and other medical treatment.

Not included are rest homes, homes for the aged, nursing homes, or places for treatment of mental disease, drug addiction, or alcoholism.

Total Disability; Totally Disabled

A Member's inability, as determined by The Principal, due to sickness or injury, to perform the majority of the material duties of any occupation for which he or she is or may...
reasonably become qualified based on education, training or experience.
Article 1 - Entire Contract

This Group Policy, the current Certificate, the attached Policyholder application, and any Member applications make up the entire contract. The Principal is obligated only as provided in this Group Policy and is not bound by any trust to which it is not a signatory party.

Article 2 - Policy Changes

Insurance under this Group Policy runs annually to the Policy Anniversary, unless sooner terminated. No agent, employee, or person other than an officer of The Principal has authority to change this Group Policy, and, to be effective, all such changes must be in writing and signed by an officer of The Principal.

The Principal reserves the right to change this Group Policy as follows:

a. Any or all provisions of this Group Policy may be amended or changed at any time, including retroactive changes, to the extent necessary to meet the requirements of any law or any regulation issued by any governmental agency to which this Group Policy is subject.

b. Any or all provisions of this Group Policy may be amended or changed at any time when The Principal determines that such amendment is required for consistent application of policy provisions.

c. By written agreement between The Principal and the Policyholder, this Group Policy may be amended or changed at any time as to any of its provisions.

Any change to this Group Policy, including, but not limited to, those in regard to coverage, benefits, and participation privileges, may be made without the consent of any Member or Dependent.

Payment of premium beyond the effective date of the change constitutes the Policyholder's consent to the change.

Article 3 - Policyholder Eligibility Requirements

To be an eligible group and to remain an eligible group, the Policyholder must:

This policy has been updated effective February 1, 2011.
a. Be actively engaged in the business, as specified on the Policyholder application; and

b. Maintain the greater of 20% participation or 10 participants with respect to eligible employees.

**Article 4 - Policy Incontestability**

In the absence of fraud, after this Group Policy has been in force two years, The Principal may not contest its validity except for nonpayment of premium.

**Article 5 - Individual Incontestability**

All statements made by any individual insured under this Group Policy will be representations and not warranties. In the absence of fraud, these statements may not be used to contest an insured person's insurance unless:

a. the insured person's insurance has been in force for less than two years during the insured's lifetime; and

b. the statement is in written form signed by the insured person; and

c. a copy of the form which contains the statement is given to the insured or the insured's beneficiary at the time insurance is contested.

However, these provisions will not preclude the assertion at any time of defenses based upon the person's ineligibility for insurance under this Group Policy or upon the provisions of this Group Policy.

In addition, if an individual's age is misstated, The Principal may at any time adjust premium and benefits to reflect the correct age.

**Article 6 - Information to be Furnished**

The Policyholder must, upon request, give The Principal all information needed to administer this Group Policy. If a clerical error is found in this information, The Principal may at any time adjust premium to reflect the facts. An error will not invalidate insurance that would otherwise be in force. Neither will an error continue insurance that would otherwise be terminated.

The Principal may inspect, at any reasonable time, all Policyholder records which relate to this Group Policy.

**This policy has been updated effective February 1, 2011.**
Article 7 - Certificates

The Principal will give the Policyholder Certificates for delivery to insured Members. The Certificates will be evidence of insurance and will describe the basic features of the coverage. They will not be considered a part of this Group Policy.

Article 8 - Assignments

No assignments of Member Life Insurance will be allowed under this Group Policy.

Article 9 - Dependent Rights

A Dependent will have no rights under this Group Policy except as set forth in PART III, Section F, Article 2 and PART III, Section G, Article 2.

Article 10 - Policy Interpretation

The Principal has complete discretion to construe or interpret the provisions of this group insurance policy, to determine eligibility for benefits, and to determine the type and extent of benefits, if any, to be provided. The decisions of The Principal in such matters shall be controlling, binding, and final as between The Principal and persons covered by the Group Policy, subject to the Claims Procedures in PART IV, Section D.
Section B - Premiums

Article 1 - Payment Responsibility; Due Dates; Grace Period

While this Group Policy is in force, the Policyholder agrees to:

a. Collect all premium due from all Members; and

b. Send all premium due to The Principal's home office in Des Moines, Iowa.

Premium is due on the first day of each Premium Period. "Premium Period" means a monthly basis.

Premium payments must be made within 31 days after a due date. A Grace Period of 31 days will be allowed for payment of premium. "Grace Period" means the first 31-day period following a premium due date. The Group Policy will remain in force until the end of the Grace Period, unless the Group Policy has been terminated by notice as described in this PART II, Section C. The Policyholder will be liable for submitting payment of the premium for the time this Group Policy remains in force during the Grace Period.

Article 2 - Premium Rates

The premium rate for each Member insured for Life Insurance will be:

a. Member Life Insurance

<table>
<thead>
<tr>
<th>(Member Age)</th>
<th>Smoking Status</th>
<th>Rate for each $1,000 of insurance in force</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unismoker</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Under 30</td>
<td></td>
<td>$0.030</td>
</tr>
<tr>
<td>30-34</td>
<td></td>
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<td>35-39</td>
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<tr>
<td>65-69</td>
<td></td>
<td>$0.837</td>
</tr>
<tr>
<td>70 and over</td>
<td></td>
<td>$1.130</td>
</tr>
</tbody>
</table>

b. Dependent Life Insurance - $5,000

This policy has been updated effective February 1, 2011.
$0.125 for each Member insured for Dependent Life Insurance for the Member's Dependent Child(ren).

For the Member's Dependent Spouse:

(Rate for each $1,000 of insurance in force)

<table>
<thead>
<tr>
<th>Spouse Age</th>
<th>Smoking Status</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 30</td>
<td>Unismoker</td>
<td>$0.030</td>
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<tr>
<td>30-34</td>
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<td>$0.038</td>
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<td>35-39</td>
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<td>$0.837</td>
</tr>
<tr>
<td>70 and over</td>
<td></td>
<td>$1.130</td>
</tr>
</tbody>
</table>

Article 3 - Premium Rate Changes

The Principal may change a premium rate:

a. on any premium due date, if the rate has then been in force 36 months or more and if written notice is given to the Policyholder at least 31 days before the date of change; and

b. on any date the definition of Member or Dependent is changed; and

c. on any date the Policyholder's business, as specified on the Policyholder application, is changed; and

d. on any date that a schedule of insurance or class of insured Members is changed.

Article 4 - Premium Amount

The amount of premium to be paid on each due date will be determined in these ways:

a. Member Life Insurance
   The total volume of insurance in force for Members in each age bracket will be divided by 1,000. Each result will then be multiplied by the premium rate then in effect for that

This policy has been updated effective February 1, 2011.

PART II - POLICY ADMINISTRATION

GC 1004 Section B - Premium, Page 2
b. Dependent Life Insurance

The number of Members insured for Dependent Life Insurance for the Member's Dependent Child will be multiplied by the premium rate then in effect.

The total volume of insurance in force for the Member's Dependent spouse in each age bracket will be divided by 1,000. Each result will then be multiplied by the premium rate then in effect for that age bracket.

If a Member is added or a present Member's insurance is increased or terminated on other than the first of an Insurance Month, premium for that Member will be adjusted and applied as if the change were to take place on the first of the next following Insurance Month.

**Article 5 - Contributions from Members**

Members are required to contribute all of the premium for their insurance under this Group Policy.

Members are required to contribute all of the premium for their Dependent's insurance under this Group Policy.
Section C - Policy Termination

Article 1 - Failure to Pay Premium

This Group Policy will terminate at the end of a Grace Period if total premium due has not been received by The Principal before the end of the Grace Period. Failure by the Policyholder to submit the premium to The Principal within the Grace Period will be deemed notice by the Policyholder to The Principal to discontinue this Group Policy at the end of the Grace Period.

Article 2 - Termination for Cause

The Principal may terminate this Group Policy for cause by giving the Policyholder 31 day advance notice in writing, with "cause" defined to be:

a. the Policyholder ceases to be an eligible group as described in this PART II, Section A; or

b. the Policyholder has made a material misrepresentation to or committed an act of fraud against The Principal.

Article 3 - Termination without Regard to Cause

The Policyholder may terminate this Group Policy effective on the day before any premium due date by giving written notice to The Principal prior to that premium due date. The Policyholder's issuance of a stop-payment order for any amounts used to pay premiums for the Policyholder's insurance will be considered written notice from the Policyholder.

The Principal may terminate this Group Policy without regard to cause by giving the Policyholder 31 days advance notice in writing.

The Principal may terminate the Policyholder's coverage on any premium due date if the Policyholder relocates to a state where this Group Policy is not marketed, by giving the Policyholder 31 days advance notice in writing.

Article 4 - Policyholder Responsibility to Members

If this Group Policy terminates for any reason, the Policyholder must:

a. notify each Member of the effective date of the termination; and

b. refund or otherwise account to each Member all contributions received or withheld from Members for premiums not actually paid to The Principal.

This policy has been updated effective February 1, 2011.
This policy has been updated effective February 1, 2011.

PART II - POLICY ADMINISTRATION

GC 1005 A Section D - Policy Renewal, Page 1
Section D - Policy Renewal

Article 1 - Renewal

Insurance under this Group Policy runs annually to the Policy Anniversary, unless sooner terminated.

While this Group Policy is in force, and subject to the provisions in this PART II, Section C, the Policyholder may renew at the applicable premium rates in effect on the Policy Anniversary.
PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

Section A - Eligibility

Article 1 - Member Life Insurance

A person will be eligible for Member Life Insurance on the date the person becomes a Member as defined in PART I.

Article 2 - Dependent Life Insurance

A person will be eligible for Dependent Life Insurance on the latest of:

a. the date the person is eligible for Member Life Insurance; or
b. the date the person first acquires a Dependent; or

c. the date Dependent Life Insurance is added to this Group Policy.
Article 1 - Member Life Insurance

a. Actively at Work

A Member’s effective date for Member Life Insurance will be as explained in this article, if the Member is Actively at Work on that date. If the Member is not Actively at Work on the date insurance would otherwise be effective, such insurance will not be in force until the day of return to Active Work.

However, this Actively at Work requirement will be waived for Members who:

(1) are absent from Active Work because of a regularly scheduled day off, holiday, or vacation day; and
(2) were Actively at Work on their last scheduled work day before the date of their absence; and
(3) were capable of Active Work on the day before the scheduled effective date of their insurance or change in their insurance, whichever is applicable.

b. Effective Date for Initial Insurance When Proof of Good Health is not Required

Insurance must be requested in a form provided by The Principal. Unless Proof of Good Health is required (see c. and d. below), the requested insurance will be in force on:

(1) the date the Member is eligible, if the request is made on or before that date; or
(2) the date of the Member's request, if the request is made within 31 days after the date the Member is eligible.

If the request is made more than 31 days after the date the Member is eligible, Proof of Good Health will be required before insurance can be in force (see c. and d. below).

c. Effective Date for Initial Insurance When Proof of Good Health is Required

Insurance for which Proof of Good Health is required (see d. below) will be in force on the later of:

(1) the date insurance would have been effective if Proof of Good Health had not been required; or
(2) the date Proof of Good Health is approved by The Principal.

d. Proof of Good Health Requirements
The type and form of required Proof of Good Health will be determined by The Principal. A Member must submit Proof of Good Health:

(1) If insurance is requested more than 31 days after the date the Member is eligible. The Member must pay the cost of obtaining proof in this instance.
(2) If a Member has failed to provide required Proof of Good Health or has been refused insurance under this Group Policy at any prior time. The Member must pay the cost of obtaining proof in this instance.
(3) If a Member elects to terminate insurance and, more than 31 days later, requests to be insured again. The Member must pay the cost of obtaining proof in this instance.
(4) To make effective any Scheduled Benefit amounts for the Member that is, initially, in excess of:
   - the lesser of 3 times Basic Annual Compensation or $300,000 for Members who are under age 70; and
   - the lesser of 3 times Basic Annual Compensation or $10,000 for Members who are age 70 or over.

The Principal will pay any reasonable cost of Proof of Good Health required in this instance.
(5) To make effective any request for a Scheduled Benefit increase. The Principal will pay the reasonable cost of proof required in this instance.
(6) To make effective any Scheduled Benefit increase if any previous Scheduled Benefit increase has been declined. The Member must pay the cost of obtaining proof in this instance.

e. Effective Date for Benefit Changes - Change in Member Status

(1) A change in a Member's Scheduled Benefits because of a change in the Member's status (Basic Annual Compensation) for which Proof of Good Health is not required (see d. above) will normally be effective on the date of the change in status. However, if the Member is not Actively at Work on the date a Scheduled Benefit change would otherwise be effective, the Scheduled Benefit change will not be in force until the date the Member returns to Active Work. Any decrease of Scheduled Benefits due to a change in a Member's status (Basic Annual Compensation) will be effective on the date noted above, whether or not the Member is Actively at Work.

Any termination of Scheduled Benefits due to a change in a Member's status

This policy has been updated effective February 1, 2011.

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

GC 1007-1 Section B - Effective Dates, Page 2
(Basic Annual Compensation) will be effective on the date noted above, whether or not the Member is Actively at Work.

(2) A change in a Member's Scheduled Benefits because of a change in the Member's status (Basic Annual Compensation) for which Proof of Good Health is required (see d. above) will be effective on the later of:

- the date the change would have been effective if Proof of Good Health had not been required; or
- the date Proof of Good Health is approved by The Principal.

f. Effective Date for Benefit Changes - Change by Policy Amendment or Endorsement

(1) A change in the amount of a Member's Scheduled Benefits because of a change in the Schedule of Insurance (as described in PART IV, Section A) by amendment or endorsement to this Group Policy for which Proof of Good Health is not required (see d. above) will be effective on the date of change. However, if the Member is not Actively at Work on the date an increase in the Scheduled Benefit would otherwise be effective, the Scheduled Benefit in force for the Member before the change will continue to apply to the Member until the day of return to Active Work. When the Member returns to Active Work, the Scheduled Benefit increase will then be in force for the Member. Any decrease of Scheduled Benefits due to a change by amendment or endorsement to this Group Policy will be effective on the date of change, whether or not the Member is Actively at Work.

(2) A change in the amount of a Member's Scheduled Benefits because of a change in the Schedule of Insurance (as described in PART IV, Section A) by amendment or endorsement to this Group Policy for which Proof of Good Health is required (see d. above) will be effective on the later of:

- the date the change would have been effective if Proof of Good Health had not been required; or
- the date Proof of Good Health is approved by The Principal.

g. Effective Date for Benefit Changes - Change due to Member Request

(1) A change in a Member's Scheduled Benefits because of a request by the Member for which Proof of Good Health is not required (see d. above) will normally be effective the date of the request. However, if the Member is not Actively at Work on the date a Scheduled Benefit change would otherwise be effective, the Scheduled Benefit change will not be in force until the date the Member returns to Active Work. Any decrease of Scheduled Benefits due to a request by the Member would otherwise be effective.
will be effective on the date noted above, whether or not the Member is Actively at Work.

(2) A change in a Member's Scheduled Benefits because of a request by the Member for which Proof of Good Health is required (see d. above) will be effective on the later of:

- the date the change would have been effective if Proof of Good Health had not been required; or
- the date Proof of Good Health is approved by The Principal.

Article 2 - Dependent Life Insurance

Dependent Life Insurance is available only with respect to Dependents of Members currently insured for Member Life Insurance. If a Member is eligible for Dependent Life Insurance, such insurance will be effective under the same terms as set forth for Member Life Insurance in this Section B, Article 1, except as described below.

a. In no event will Dependent Life Insurance be in force for a Member who is not insured for Member Life Insurance.

b. If a Dependent spouse is in a Period of Limited Activity on the date Dependent Life Insurance would otherwise be effective, such insurance will not be in force for that Dependent until the Period of Limited Activity ends.

c. To make effective any Scheduled Benefit amounts for the Member's Dependent spouse that, is initially, in excess of:

- $50,000 for a spouse who is under age 70; and
- $10,000 for a spouse who is age 70 or over.

The Principal will pay any reasonable cost of Proof of Good Health required in this instance.

d. If a Dependent is confined in a Hospital or Skilled Nursing Facility on the date an increase in the Dependent Life Insurance Scheduled Benefit would otherwise be effective, the Scheduled Benefit in force for the Dependent will continue to apply to the Dependent until such confinement ends. When the Hospital or Skilled Nursing Facility confinement ends, the Scheduled Benefits increase will then be in force for the Dependent.

e. Any required Proof of Good Health will be with respect to the health of the Member's Dependents.

This policy has been updated effective February 1, 2011.
f. If Dependent Life Insurance is in force for a Dependent of the Member, a Member will be insured with respect to a new Dependent (other than a newborn child) on the date the new Dependent is acquired, provided the new Dependent is not then confined in a Hospital or Skilled Nursing Facility.

g. If Dependent Life Insurance is in force for a Dependent of the Member, a newly born child will be covered under this Group Policy on the date the child is 14 days old, provided the child meets the policy's definition of a Dependent Child.
Section C - Individual Terminations

Article 1 - Member Life Insurance

A Member's insurance under this Group Policy will terminate on the earliest of:

a. the date this Group Policy is terminated
b. the date the last premium is paid for the Member's insurance; or
c. any date desired, if requested by the Member before that date; or
d. the date the Member ceases to be a Member as defined in PART I; or
e. the date the Member ceases to be in a class for which Member Life Insurance is provided; or
f. the date the Member ceases Active Work; or
g. the date the Member retires.

Article 2 - Dependent Life Insurance

A Member's insurance under the Group Policy for a Dependent will terminate on the earliest of:

a. the date his or her Member Life Insurance ceases; or
b. the date Dependent Life Insurance is removed from this Group Policy; or
c. the date the last premium is paid for the Member's Dependent Life Insurance; or
d. any date desired, if requested by the Member before that date; or
e. the date the Member ceases to be in a class for which Dependent Life Insurance is provided; or
f. for spouse or each Dependent Child, on the date that spouse or Dependent Child ceases to be a Dependent as defined in PART I; or
g. for spouse or each Dependent Child, on the date the Member retires.

Article 3 - Termination for Fraud

This policy has been updated effective February 1, 2011.

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

GC 1008  Section C - Individual Terminations, Page 1
The Principal may at any time terminate a Member's or Dependent's eligibility under the Group Policy:

a. in writing and with 31 day notice, if the individual submits any claim that contains false or fraudulent elements under state or federal law;

b. in writing and with 31 day notice, upon finding in a civil or criminal case that a Member or Dependent has submitted claims that contain false or fraudulent elements under state or federal law;

c. in writing and with 31 day notice, when a Member or Dependent has submitted a claim which, in good faith judgement and investigation, a Member or Dependent knew or should have known, contains false or fraudulent elements under state or federal law.

**Article 4 - Coverage While Outside of the United States**

If a Member or Dependent is outside the United States, coverage for the person concerned will automatically terminate. However, the Member or Dependent will continue to be eligible for benefits provided under this Group Policy if he or she is temporarily outside of the United States for one of the following reasons:

a. travel, provided the travel is for a reason other than securing health care diagnosis or treatment; or

b. a business assignment; or

c. Full-time Student status, provided the Member or Dependent is either:

   (1) enrolled and attending an accredited school in a foreign country; or

   (2) is participating in an academic program in a foreign country, for which the institution of higher learning at which the student is enrolled in the U.S. grants academic credit;

provided the Member or Dependent is temporarily outside the United States for a period of six months or less.
Section D - Continuation

Article 1 - Member Life Insurance

a. Sickness or Injury (Other Than Total Disability)

If Active Work ends because a Member is sick or injured but not Totally Disabled, insurance for that Member may be continued until the earlier of:

1. the date insurance would otherwise cease as provided in this PART III, Section C;
2. or
3. the date the Member recovers.

If continuation is elected pursuant to the Federal Family and Medical Leave Act (FMLA), this continuation is in addition to any continuation authorized under the FMLA, if any, and will be concurrent with the FMLA continuation period.

b. Layoff, Approved Leave of Absence or Sabbatical

If Active Work ends because a Member is on layoff, approved leave of absence, or sabbatical, insurance for that Member may be continued until the earliest of:

1. the date insurance would otherwise cease as provided in this PART III, Section C;
2. or
3. the date the layoff or approved leave of absence ends; or
4. the date the Member becomes eligible for any other group life coverage; or
5. for layoff, the date 90 days after the date Active Work ends;
6. for approved leave of absence or sabbatical, the date 12 months after the date Active Work ends.

If continuation is elected pursuant to the Federal Family and Medical Leave Act (FMLA), this continuation is in addition to any continuation authorized under the FMLA, if any, and will be concurrent with the FMLA continuation period.

Article 2 - Dependent Insurance - Developmentally Disabled or Physically Handicapped Children

a. Qualification

Dependent Life Insurance for a child may be continued after the child reaches the maximum age for Dependent Children as defined in PART I of this Group Policy, provided that:

This policy has been updated effective February 1, 2011.
(1) the child is incapable of self-support as the result of a Developmental Disability or Physical Handicap and became so before reaching the maximum age and is dependent on the Member for primary support; and 
(2) except for age, the child continues to be a Dependent Child as defined in PART I; and 
(3) proof of the child's incapacity is sent to The Principal within 31 days after the date the child reaches the maximum age; and 
(4) further proof that the child remains incapable of self-support is provided when The Principal requests; and 
(5) the child undergoes examination by a Physician when The Principal requests. The Principal will pay for these examinations and will choose the Physician to perform them.

b. Period of Continuation

Insurance for a Dependent child who qualifies as set forth above may be continued until the earlier of:

(1) the date insurance would cease for any reason other than the child's attainment of the maximum age; or 
(2) the date the child becomes capable of self-support or otherwise fails to qualify as set forth in a. above.

This policy has been updated effective February 1, 2011.
Section E - Reinstatement

Article 1 - Reinstatement

A Member's terminated insurance will be reinstated if:

a. insurance ceased because of layoff or approved leave of absence; and

b. the Member returns to Active Work for the Policyholder within six months of the date insurance ceased.

The Member's reinstated insurance will be in force on the date of return to work. However, the Actively at Work and Period of Limited Activity provisions discussed in this PART III, Section B, will apply. Also, Proof of Good Health will be required to place in force any Scheduled Benefit that would have been subject to Proof of Good Health had the Member remained continuously insured.

Only the period of time during which a Member is actually insured will be included in determining the length of his or her continuous coverage under this Group Policy. For this purpose the period of time during which a reinstated Member's insurance was not in force:

a. will not be considered an interruption of continuous coverage; and

b. will not be used to satisfy any provision of this Group Policy which pertains to a period of continuous coverage.

In addition, a longer reinstatement period may be allowed for an approved leave of absence taken in accordance with the provisions of the federal law regarding the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Article 2 - Federal Required Family and Medical Leave Act (FMLA)

A Member's terminated insurance may be reinstated in accordance with the provisions of the Federal Family and Medical Leave Act (FMLA), subject to the Actively at Work and Period of Limited Activity provision discussed in this PART III, Section B.

Article 3 - Reinstatement of Coverage for a Member or Dependent When Coverage Ends due to Living Outside of the United States

If coverage for a Member or Dependent terminates because the person is outside of the United States as discussed in this PART III, Section C, Article 6, the Member or Dependent may become eligible again for coverage under this Group Policy, but only if:

This policy has been updated effective February 1, 2011.
a. the Member or Dependent returns to the United States within three months of the date on which coverage terminated because the person is outside of the United States; and

b. in the case of a Member, the Member returns to Active Work in the United States for the Policyholder for a period of at least 30 consecutive days. The Member will be eligible for coverage on the day immediately following completion of the 30 consecutive days of Active Work; and

c. in the case of the Dependent, he or she remains in the United States for 30 consecutive days. If the Dependent does so, he or she will be eligible for reinstatement of coverage on the day after completion of the 30 consecutive days of residence.

The reinstated coverage will be on the same basis as that being provided on the date coverage is reinstated. However, any restrictions on this coverage which were in effect before reinstatement will continue to apply. If the Member or Dependent does not complete the 30 consecutive days of residence, the coverage for such person will not be reinstated.
Section F - Individual Purchase Rights

Article 1 - Member Life Insurance

a. Individual Policy

If a Member qualifies and makes timely application, he or she may convert the group coverage by purchasing an individual policy of life insurance under these terms:

(1) The Member will not be required to submit Proof of Good Health.
(2) The policy will be for life insurance only. No disability or other benefits will be included.
(3) The policy will be on one of the forms, other than term insurance, then issued by The Principal to persons in the risk class to which the Member belongs on the individual policy's effective date.
(4) Premium will be based on the Member's age and The Principal's standard rate for the policy form to be issued.

b. Purchase Qualification

A Member will qualify for individual purchase if insurance under this Group Policy terminates and:

(1) the Member's total Life Insurance, or any portion of it, terminates because he or she ends Active Work or ceases to be in a class eligible for insurance; or
(2) after the Member has been continuously insured under this Group Policy for at least five years, his or her total Member Life Insurance terminates because this Group Policy terminates or is amended to exclude the Member's insurance class; or
(3) the Member's Coverage During Disability as described in PART IV, Section A, ceases because Total Disability ends and he or she does not return to Active Work within 31 days; or
(4) the Member's Accelerated Benefits Premium Waiver Period as described in PART IV, Section A, ceases and he or she does not qualify for Coverage During Disability.

c. Application/Effective Date

Notice of the individual purchase right must be given to the Member by the Policyholder before insurance under this Group Policy terminates, or as soon as reasonably possible thereafter.

A Member must apply for individual purchase and the first premium for the individual
d. Individual Policy Amount

The amount of insurance that may be purchased may vary:

1. If termination is as described in b. (1) above, the maximum amount will be the Member Life Insurance benefit in force on the date of termination or the portion of Member Life Insurance that has terminated, less any individual policy amount purchased earlier under this Article 1, and less any Accelerated Benefit payment and Accumulated Interest Charges as described in PART IV, Section A, Article 7.

2. If termination is as described in b. (2) above, the maximum amount will be the lesser of:
   - $10,000; or
   - the Member Life Insurance benefit in force on the date of termination, less any Accelerated Benefit payment and Accumulated Interest Charges as described in PART IV, Section A, Article 7 and less the amount for which the Member becomes eligible under any group policy within 31 days.

3. If termination is as described in b. (3) above, the maximum amount will be the Coverage During Disability benefit in force on the date Total Disability ceases, less any individual policy amount purchased earlier under this Article 1, and less any Accelerated Benefit payment and Accumulated Interest Charges as described in PART IV, Section A, Article 7.

4. If termination is as described in b. (4) above, the maximum amount will be the Member Life Insurance benefit in force on the date Member ceases Active Work, less any individual policy amount purchased earlier under this Article 1, and less any Accelerated Benefit payment and Accumulated Interest Charges as described in PART IV, Section A, Article 7.

Article 2 - Dependent Life Insurance

a. Individual Policy

If a Dependent qualifies and makes timely application, he or she may purchase an individual policy of life insurance under these terms:

1. The Dependent will not be required to submit Proof of Good Health.
2. The policy will be for life insurance only. No disability or other benefits will be included.
3. The policy will be on one of the forms, other than term insurance, then issued by
The Principal to persons in the risk class to which the Dependent belongs on the individual policy's effective date.

(4) Premium will be based on the Dependent's age and The Principal's standard rate for the policy form to be issued.

b. Purchase Qualification

A Dependent will qualify for individual purchase if:

(1) Dependent Life Insurance, or any portion of it, terminates because he or she ceases to be a Dependent as defined in PART I; or because the Member dies, ends Active Work, or ceases to be in a class eligible for such insurance; or
(2) the spouse's Dependent Life Insurance terminates because of divorce or separation from the Member; or
(3) after the Dependent has been continuously insured for Dependent Life Insurance for at least five years, such insurance terminates because the Group Policy terminates, or is amended to eliminate Dependent Life Insurance, or the Member's insurance class; or
(4) the Dependent's Life Insurance terminates because the Member's Coverage During Disability as described in PART IV, Section A, ceases because Total Disability ends and the Member does not return to Active Work within 31 days; or
(5) the Dependent's Life Insurance terminates because the Member's Accelerated Benefits Premium Waiver Period as described in PART IV, Section A, ceases and the Member does not qualify for Coverage During Disability.

c. Application/Effective Date

Notice of the individual purchase right must be given to the Member by the Policyholder before insurance under this Group Policy terminates, or as soon as reasonably possible thereafter.

A Dependent must apply for individual purchase and the first premium for the individual policy must be paid to The Principal within 31 days after the date Dependent Life Insurance for the Dependent terminates under this Group Policy.

Any individual policy issued will then be in force on the 32nd day following such termination date.

d. Individual Policy Amount

The amount of insurance that a Dependent may purchase may vary:

(1) If termination is as described in b. (1) above, the maximum amount will be the Dependent Life Insurance benefit in force for the Dependent on the date of

This policy has been updated effective February 1, 2011.
termination or the portion of Dependent Life Insurance that has terminated, less any individual policy amount purchased earlier under this Article 2.

(2) If termination is as described in b. (2) or b. (4) or b. (5) above, the maximum amount will be the Dependent Life Insurance benefit in force for the Dependent on the date of termination, less any individual policy amount purchased earlier under this Article 2.

(3) If termination is as described in b. (3) above, the maximum amount will be the lesser of:
- $10,000; or
- the Dependent Life Insurance benefit in force for the Dependent on the date of termination, less the amount for which the Dependent becomes eligible under any group policy within 31 days.
Section G - Portability

Article 1 - Group Policy Provisions

Except as provided below, coverage continued under this section of the Group Policy is subject to all other terms of this Group Policy. With respect to any notice a Member is required to provide to the Policyholder under other provisions of this Group Policy, such notice must be provided to The Principal by the Member while his or her continued coverage is in force.

Article 2 - Member Life Insurance

a. Eligibility

A Member will be eligible to continue his or her Member Life Insurance under this Portability feature if employment ends for any reason, other than the termination of this Group Policy. Insurance may be continued under this section if:

(1) the Member's coverage is not continued under Coverage During Disability provisions described in PART IV, Section A of this Group Policy; or

(2) the Member has not received a benefit under Accelerated Benefits provisions described in PART IV, Section A of this Group Policy.

b. Amount of Continued Member's Coverage

The maximum amount of Life Insurance that may be continued is: An amount equal to the Scheduled Benefit in force on the date the Member's employment ends. The Member may continue any lesser amount equal to a multiple of the Member's Basic Annual Compensation in force on the date employment ends. A Member may not at any time increase the amount of coverage continued under this section.

Coverage During Disability as described in PART IV, Section A will not be included in the continued coverage.

The amount of the continued coverage will be reduced or terminated according to the Scheduled Benefit in force on the date the Member's employment ends.

c. Termination of Continued Coverage

A Member's insurance under this section of the Group Policy will terminate on the earliest of:

This policy has been updated effective February 1, 2011.
(1) the premium due date coinciding with or next following the date this Group Policy terminates; or
(2) the date ending the period for which the last premium is paid for the Member's insurance; or
(3) the Policy Anniversary next following the Member's 70th birthday; or
(4) the date the Member becomes reemployed as a Full-Time Employee of the Policyholder.

d. **Individual Purchase Rights for Members Life Insurance**

(1) **Individual Policy**

If a Member qualifies and makes timely application, he or she may convert the group coverage by purchasing an individual policy of life insurance under these terms:

- The Member will not be required to submit Proof of Good Health.
- The policy will be for life insurance only. No disability or other benefits will be included.
- The policy will be on one of the forms, other than term insurance, then issued by The Principal to persons in the risk class to which the Member belongs on the individual policy's effective date.
- Premium will be based on the Member's age and The Principal's standard rate for the policy form to be issued.

(2) **Purchase Qualification**

A Member will qualify for individual purchase if insurance which has been continued under this section of the Group Policy terminates because this Group Policy terminates.

(3) **Application/Effective Date**

Notice of the Individual Purchase Rights must be given to the Member by The Principal before insurance under this Group Policy terminates, or as soon as reasonably possible thereafter.

A Member must apply for individual purchase and the first premium for the individual policy must be paid to The Principal within 31 days after the date insurance terminates under this Group Policy.

Any individual policy issued will then be in force on the 32nd day after such termination date.
(4) Individual Policy Amount

The amount of insurance that a Member may purchase will be the lesser of:

- $1,000,000; or
- the Member Life Insurance benefit in force on the date of termination of this Group Policy, less any Accelerated Benefit payment and Accumulated Interest Charges as described in PART IV, Section A, Article 7 and less the amount for which the Member becomes eligible under any group policy within 31 days.

Article 3 - Dependent Life Insurance

a. Eligibility

A Member will be eligible to continue his or her Dependent Life Insurance under this Portability feature on the date he or she is eligible to continue Member Life Insurance.

b. Amount of Continued Dependent's Coverage

The maximum amount of Dependent Life Insurance the Member may continue is the amount of Dependent Life Insurance in force for such Dependents on the date the Member's employment ends. The Member may continue any lesser amount for his or her Dependent spouse in increments of $10,000. The Member may not at any time increase the amount of Dependent Life Insurance which has been continued under this section of the Group Policy.

In no event will a Dependent's Scheduled Benefit be more than 50% of the Member's Scheduled Benefit amount.

The amount of the continued coverage will be reduced or terminated according to the Scheduled Benefit in force on the date the Member's employment ends.

c. Termination of Continued Coverage

The Member's insurance under this section of the Group Policy for a Dependent will terminate on the earliest of:

(1) the premium due date coinciding with or next following the date this Group Policy terminates; or
(2) the date ending the period for which the last premium is paid for the Member's Dependent insurance; or
(3) the Policy Anniversary next following the spouse's 70th birthday; or

This policy has been updated effective February 1, 2011.
(4) the date the Member becomes reemployed as a Full-Time Employee of the Policyholder; or
(5) the date the Member Life Insurance under this section of the Group Policy ends; or
(6) the date the spouse or Dependent Child ceases to be a Dependent as defined in PART I.

d. Individual Purchase Rights for Dependent Life Insurance

(1) Individual Policy

If a Dependent qualifies and makes timely application, he or she may convert the group coverage by purchasing an individual policy of life insurance under these terms:

- The Dependent will not be required to submit Proof of Good Health.
- The policy will be for life insurance only. No disability or other benefits will be included.
- The policy will be on one of the forms, other than term insurance, then issued by The Principal to persons in the risk class to which the Dependent belongs on the individual policy's effective date.
- Premium will be based on the Dependent's age and The Principal's standard rate for the policy form to be issued.

(2) Purchase Qualification

A Dependent will qualify for individual purchase if insurance which has been continued under this section of the Group Policy:

- terminates because this Group Policy terminates; or
- terminates because the Member dies; or
- terminates for the Dependent spouse because of divorce or separation from the Member.

(3) Application/Effective Date

Notice of the Individual Purchase Right must be given to the Member by The Principal before insurance under this Group Policy terminates, or as soon as reasonably possible thereafter.

A Dependent must apply for individual purchase and the first premium for the individual policy must be paid to The Principal within 31 days after the date insurance terminates under this Group Policy.

This policy has been updated effective February 1, 2011.
Any individual policy issued will then be in force on the 32nd day after such termination date.

(4) Individual Policy Amount

The amount of insurance that a Dependent may purchase may vary:

- If termination is because this Group Policy terminates as described above, the maximum amount will be the lesser of:
  - $50,000; or
  - the Dependent Life Insurance benefit in force for the Dependent on the date of termination of this Group Policy, less the amount for which the Dependent becomes eligible under any group policy within 31 days.

- If termination is because the Member dies or because the Member is divorced or separated as described above, the maximum amount will be the Dependent Life Insurance benefit in force for the Dependent on the date of termination, less any individual policy amount purchased earlier under this Article 3, Section d.

Article 4 - Application/Effective Date

Notice of the Portability option must be given to the Member by the Policyholder before insurance under this Group Policy terminates, or as soon as reasonably possible thereafter.

A Member must apply and pay the first premium for the continued coverage within 31 days after the Member becomes eligible for the Portability option.

Any continued coverage under the Portability option will be in force on the 32nd day after such termination date.

Article 5 - Payment Responsibility; Due Dates; Grace Period

The Member agrees to send all premium due to The Principal's home office in Des Moines, Iowa, while coverage under this section of the Group Policy is in force.

Premiums are due in advance on the first day of each Premium Period. Premiums will be billed directly to the Member by The Principal. "Premium Period" means a monthly basis.

Premium payments must be made within 31 days after a due date. A Grace Period of 31 days will be allowed for payment of premium. "Grace Period" means the first 31-day period

This policy has been updated effective February 1, 2011.
following a premium due date. Continued coverage will remain in force until the end of the Grace Period, unless the Group Policy has been terminated. The Member remains liable for submitting premium due for the time coverage remains in force during the Grace Period.

The continued coverage will terminate, without notice, at the end of a Grace Period if total premium due has not been received by The Principal before the end of the Grace Period. Failure by the Member to pay the premium within the Grace Period will be deemed notice by the Member to The Principal to discontinue continued coverage under this Group Policy at the end of the Grace Period.

Article 6 - Administrative Fee

The Principal may charge the Member a monthly administration fee which will be shown on the Scheduled Benefits Summary.

Article 7 - The Principal's Responsibility to Members

If this Group Policy terminates for any reason, The Principal must:

a. notify each Member of the effective date of the termination; and

b. refund all premium contributions received from Members for any Premium Period after the effective date of termination.
PART IV - BENEFITS

Section A - Member Life Insurance

Article 1 - Schedule of Insurance

Subject to the Effective Date provisions of PART III, Section B, and the qualifying provisions of this Section A, the specific Scheduled Benefit for an insured Member will be shown on the Member's Scheduled Benefits Summary and is based on his or her class:

Class
All Members

*Scheduled Benefit
The amount that is equal to 1, 2, 3, 4 or 5 times the Member's Basic Annual Compensation (this amount will be rounded to the next higher $1,000, if it is not already an exact multiple of $1,000). A Member's maximum Scheduled Benefit amount will not exceed the lesser of 5 times the Member's Basic Annual Compensation or $1,000,000 (rounded to the next higher $1,000) subject to the provision below. A Member's minimum Scheduled Benefit amount will be the greater of $10,000 or 1 times the Member's Basic Annual Compensation (rounded to the next higher $1,000) subject to the provision below.

However, if a Member has received any payments under the Accelerated Benefits provision as described in Section A, Article 7, the Scheduled Benefit will be reduced by the amount of such payment plus any Accumulated Interest Charges.

* The Scheduled Benefit for an insured Member is subject to the Proof of Good Health requirements as shown in PART III, Section B, Article 1. Because of the Proof of Good Health requirements, the amount of insurance for which a Member is approved by The Principal may be different than the Scheduled Benefit. If the approved amount of insurance is different than the Scheduled Benefit, the approved amount will apply to the Member.

Effective on the July 1st following the date of the Member's change in age, for the age(s) shown below, the amount of a Member's insurance will be the percentage of the Scheduled Benefit (or approved amount, if applicable) as shown below.

<table>
<thead>
<tr>
<th>Age</th>
<th>The percentage by which current amount of coverage (after all previous reductions) will be reduced to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Age 65</td>
<td>18%</td>
</tr>
<tr>
<td>Age 70</td>
<td>35%</td>
</tr>
</tbody>
</table>

This policy has been updated effective February 1, 2011
Age 75 35%
Age 80 25%
Age 85 25%
Age 90 25%
Age 95 25%

The Principal may rely on the Policyholder for certification of the amount of compensation or insurance.

**Article 2 - Death Benefits Payable**

If a Member dies while insured for Member Life Insurance under this Group Policy, The Principal will pay his or her beneficiary the Scheduled Benefit in force on the date of death, less any unpaid premium and less any Accelerated Benefit payment and Accumulated Interest Charges as described in PART IV this Section A, Article 7. However, if a beneficiary is suspected or charged with the Member's death, the Death Benefits Payable may be withheld until additional information has been received or the trial has been held.

If a Member who was insured dies within the 31-day individual purchase period described in PART III, Section F, The Principal will pay his or her beneficiary the individual policy amount, if any, the Member had the right to purchase.

No payment will be made before The Principal receives written proof of the Member's death.

If a Member dies by suicide within 24 months after the effective date of his or her Member Life Insurance, The Principal will pay his or her beneficiary the amount of any premium paid by the Member to The Principal during the period of time his or her insurance was in force in lieu of the Scheduled Benefit (or approved amount, if applicable) in force on the date of death. Any such payment will discharge The Principal to the full extent of such payment.

**Article 3 - Beneficiary**

A beneficiary should be named at the time a Member applies or enrolls under this Group Policy. A Member may later change a named beneficiary by sending a written request to the Policyholder. In no event may a beneficiary be changed by a Power of Attorney. A change will not be effective until recorded by the Policyholder. Once recorded, the change will apply as of the date the request was signed. If any benefit is properly paid by The Principal before a change request is received, that payment may not be contested. Further:

a. The naming of a new beneficiary in an application for individual purchase under PART III, Section F, Article 1, will be treated as a beneficiary change request under this Group Policy.

**This policy has been updated effective February 1, 2011**

**PART IV - BENEFITS**

GC 1013 BEN Section A - Member Life Insurance, Page 2
b. If a Member's terminated insurance is reinstated, his or her beneficiary will be as recorded on the date of termination.

Article 4 - Facility of Payment

If any of the below occur, benefits will be paid as stated. All such payments will discharge The Principal to the full extent of those payments.

a. If a beneficiary is found guilty of the Member's death, such beneficiary may be disqualified from receiving any benefit due. Payment may then be made to any contingent beneficiary or to the executor or administrator of the Member's estate.

b. Any benefit due a beneficiary who dies before the Member's death will be paid in equal shares to the Member's surviving beneficiaries.

c. If a beneficiary dies at the same time or within 15 days after the Member dies, but before The Principal receives written proof of the Member's death, payment will be made as if the Member survived the beneficiary.

d. If no beneficiary survives the Member or if the Member has not named a beneficiary, payment will be made in the following order of precedence as numbered:

(1) to the Member's spouse
(2) to the Member's children born to or legally adopted by the Member
(3) to the Member's parents
(4) to the Member's brothers and sisters
(5) if none of the above, to the executor or administrator of the Member's estate.

e. If The Principal believes a person is not legally able to give a valid receipt, as determined by The Principal, for a payment, and no guardian has been appointed, The Principal may pay whoever has assumed the care and support of the person.

The Principal may pay, at its option, a sum not exceeding $250 to any person appearing to be entitled to by reason of having incurred funeral or other expenses relating to the last illness or death of the Member.

Article 5 - Settlement of Proceeds

When The Principal receives written proof of the Member's death, the Scheduled Benefit in force for the Member, less any unpaid premium, will be placed in an interest-bearing draft account. The account balance will be available to the beneficiary at any time, in total or in part, subject to the following terms:

This policy has been updated effective February 1, 2011
a. withdrawals must be made by draft furnished by The Principal; and

b. the draft amount must be at least $500 or more and may not exceed the account balance; and

c. if the account balance falls below $500, the balance will be paid to the beneficiary in a lump sum and the account closed; and

d. the account cannot be assigned or used as collateral.

The Interest Draft Account will not be available if the Scheduled Benefit amount payable is $5,000 or less; or if the beneficiary is anything other than a natural person. In these instances, a lump sum payment will be made.

In the event the Interest Draft Account is not available or otherwise does not apply, The Principal reserves the right to make payment of proceeds according to other settlement options if agreed to, in writing, by The Principal.

Payment of benefits will be subject to the Beneficiary and Facility of Payment provisions of this PART IV, Section A.

**Article 6 - Member Life Insurance - Coverage During Disability**

A Member may be eligible to continue his or her Member Life Insurance and Dependent Life Insurance coverage during the Member's disability. This Coverage During Disability provision does not apply to a Member who has continued coverage, as described in PART III, Section G, of this Group Policy.

a. **Coverage Qualification**

To be qualified for Coverage During Disability, a Member must:

1. become Totally Disabled while insured for Member Life Insurance; and
2. become Totally Disabled prior to the attainment of age 70; and
3. remain Totally Disabled continuously; and
4. be under the regular care and attendance of a Physician; and
5. send proof of Total Disability to The Principal when required; and
6. submit to Physicians' examinations when required; and
7. return to The Principal, without claim, any individual policy issued under his or her Individual Purchase Rights as described in PART III, Section F, Article 1. Upon return of such policy, The Principal will refund premiums paid, less dividends and less any outstanding policy loan balance.

This policy has been updated effective February 1, 2011
b. **Proof of Total Disability**

Written proof of Total Disability must be sent to The Principal within one year of the date Total Disability begins. Further proof that Total Disability has not ended must be sent when The Principal requires. After Total Disability has continued for two years from the date the first proof is received, The Principal may not ask for further proof more than once each year.

If the Member dies while Totally Disabled, final proof that Total Disability continued to the date of death must be sent to The Principal. If death occurs within one year of the start of Total Disability, but before The Principal has received first proof, then final proof must be sent within one year of the date Total Disability began.

c. **Medical Examinations**

The Principal may require that a Totally Disabled Member be examined by a Physician. After Total Disability has continued two years from the date first proof of Total Disability is received, examinations may not be required more than once each year.

The Principal will pay for required examinations and will choose the Physician to perform them.

d. **Effective Dates**

Coverage During Disability will be effective for a qualified Member on the earlier of:

1. the date the Member becomes Totally Disabled; or
2. the date the Member dies.

Premium will be charged for Member Life Insurance and Dependent Life Insurance while the Member's Coverage During Disability is in force.

e. **Benefits Payable**

If death occurs while Coverage During Disability is in force, The Principal will pay the Member's beneficiary the Member Life Insurance benefit amount that would have been paid had the Member remained insured under the Schedule of Insurance in force on the date Total Disability began.

Such benefit shall be subject to any reduction provided under the Schedule.

However, NO BENEFIT WILL BE PAID if written proof of Total Disability is not sent to The Principal within one year of the date Total Disability began. Failure to give written proof within the time specified will not invalidate or reduce any claim if written

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**This policy has been updated effective February 1, 2011**

**PART IV - BENEFITS**

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proof is given as soon as reasonably possible. Further, if a death benefit is paid under this section of the Group Policy, it will be in place of all other Member Life Insurance benefits provided under this Group Policy.

f. Termination

Coverage During Disability will cease on the earliest of:

(1) the date the Member's Total Disability ends; or
(2) the date the Member fails to send The Principal any required proof of Total Disability; or
(3) the date the Member ceases to be under the regular care and attendance of a Physician; or
(4) the date the Member fails to submit to a required Physician's examination; or
(5) the date the Member attains age 70.

Article 7 - Accelerated Benefits

a. Definition of Terminally Ill

A Member will be considered Terminally Ill under this article of this Group Policy if he or she has experienced a Qualifying Event and is expected to die within 24 months or less of the date he or she requests payment of Accelerated Benefits.

b. Definition of Qualifying Event

A Qualifying Event is a medical condition which would, in the absence of extensive or extraordinary medical treatment, result in a drastically limited life span. Such conditions may include, BUT ARE NOT LIMITED TO, one or more of the following:

(1) coronary artery disease resulting in an acute infarction or requiring surgery;
(2) permanent neurological deficit resulting from cerebral vascular accident;
(3) end stage renal failure; or
(4) acquired immune deficiency syndrome (AIDS); or
(5) 
(6) 

c. Accelerated Benefits Qualification

To be qualified for an Accelerated Benefit payment, a Member must:

(1) be Terminally Ill and insured for a Member Life Insurance benefit of at least $10,000; and

This policy has been updated effective February 1, 2011

PART IV - BENEFITS

GC 1013 BEN Section A - Member Life Insurance, Page 6
(2) send a request for Accelerated Benefit payment to The Principal; and
(3) provide proof satisfactory to The Principal that he or she is Terminally Ill.

When a Member makes a claim for the lump sum payment of accelerated benefits, The Principal will issue a revised schedule page to reflect the new, reduced in-force face amount of the underlying life insurance policy and future premiums.

d. **Proof of Terminal Illness**

Proof that a Member is Terminally Ill will consist of:

(1) a statement from the Member's Physician; and
(2) any other medical information that The Principal believes necessary to confirm the Member's status.

If an Accelerated Benefit is paid, the Member Accidental Death and Dismemberment Insurance benefit otherwise payable upon the Member's death will not be reduced.

e. **Benefit Payable**

The Principal will pay a Member who is qualified for Accelerated Benefits whatever amount he or she requests; except that:

(1) only one Accelerated Benefit payment will be made during the Member's lifetime; and
(2) the amount requested must be at least $5,000; and
(3) in no event will payment exceed the lesser of:
   - 75% of the Member Life Insurance benefit in force on the date of the request; or
   - $250,000.

The Accelerated Benefit payment will be made in a lump sum.

f. **Effect on Member Life Insurance Benefits**

If an Accelerated Benefit is paid, the Member Life Insurance benefit otherwise payable upon the Member's death will be reduced by the sum of:

(1) the Accelerated Benefit payment; plus
(2) Accumulated Interest Charges.

g. **Accumulated Interest Charges**

This policy has been updated effective February 1, 2011

**PART IV - BENEFITS**

GC 1013 BEN Section A - Member Life Insurance, Page 7
Interest will be charged for each day of the period from the date of an Accelerated Benefit payment to the date of the Member's death, but not more than two years. This interest will be calculated by applying a daily rate (equivalent to 8% per year) to the amount of the Accelerated Benefit payment.

h. Premium Waiver Period

A premium waiver period will be established on the date The Principal pays an Accelerated Benefit to a Member. This period will end on the earlier of the Member's death or the date two years after the date of the Accelerated Benefit payment.

During a premium waiver period:

(1) there will be no Member Life Insurance and Dependent Life Insurance premium charge for the Member; and
(2) Member Life Insurance will not be terminated if the Member ceases Active Work because of his or her Terminal Illness.
Article 1 - Schedule of Insurance

Subject to the Effective Date provisions of PART III, Section B, the specific Scheduled Benefit for each insured Dependent will be shown on the Scheduled Benefits Summary and will be:

Class

All Members

<table>
<thead>
<tr>
<th>Dependent</th>
<th>*Scheduled Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spouse</td>
<td>An amount in increments of $10,000 as applied for by the Member and approved by The Principal. A Dependent spouse's Scheduled Benefit amount will not exceed $50,000 or be less than $10,000, subject to the reduction provision below.</td>
</tr>
<tr>
<td>Children (age at death)</td>
<td><strong>5,000</strong></td>
</tr>
<tr>
<td>14 days and older</td>
<td><strong>5,000</strong></td>
</tr>
</tbody>
</table>

*The Scheduled Benefit for an insured Member's spouse is subject to the Proof of Good Health requirements as shown in PART III, Section B, Article 1. Because of the Proof of Good Health requirements, the amount of insurance for which a Member's spouse is approved by The Principal may be different than the Scheduled Benefit. If the approved amount of insurance is different than the Scheduled Benefit, the approved amount will apply to the Member's spouse.

The Principal may rely on the Policyholder for certification of the amount of compensation or insurance.

In no event will a Dependent's Scheduled Benefit be more than 50% of the Member's Scheduled Benefit amount.

Article 2 - Death Benefits Payable

If a Dependent dies while insured for Dependent Life Insurance under this Group Policy, The Principal will pay the Scheduled Benefit in force for that Dependent on the date of death, less any unpaid premium.

If a Dependent who was insured dies during the 31-day individual purchase period described in PART III, Section F, Article 2, The Principal will pay the individual policy amount, if any,

This policy has been updated effective February 1, 2011.
If a Dependent dies by suicide within 24 months after the effective date of his or her Dependent Life Insurance, The Principal will pay the amount of any premium, attributable to that Dependent, paid by the Member to The Principal during the period of time the Dependent Life Insurance for the Dependent was in force in lieu of the Scheduled Benefit in force on the date of death. Any such payment will discharge The Principal to the full extent of such payment.

Payment will be to the Member if he or she survives the Dependent. If not, payment will be to the person named as beneficiary for Member Life Insurance. However, if the Member is suspected or charged with the Dependent's death, the Death Benefits Payable may be withheld until additional information has been received or the trial has been held. If the Member is found guilty of the Dependent's death, he or she may be disqualified from receiving any benefit due. Payment may then be made to the executor or administrator of the Dependent's estate. Payment will be subject to the Beneficiary, Facility of Payment and Settlement of Proceeds provisions of this PART IV, Section A.

No payment will be made before The Principal receives written proof of the Dependent's death.
Section D - Claim Procedures

Article 1 - Notice of Claim

Written notice must be sent to The Principal by or for a Member or Dependent who wishes to file claim for benefits under this Group Policy. This notice must be sent within 20 days after the date of the loss for which claim is being made. Failure to give notice within the time specified will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

Article 2 - Claim Forms

The Principal, when it receives notice of claim, will provide claim forms for filing proof of loss. If the forms are not provided within 15 days after The Principal receives notice, the person will be considered to have complied with the requirements of the Group Policy upon submitting, within the time specified below for filing proof of loss, written proof covering the occurrence, character, and extent of the loss.

Article 3 - Proof of Loss

Written proof of loss must be sent to The Principal within 90 days after the date of the loss. Proof required includes the date, nature, and extent of the loss. The Principal may request additional information to substantiate loss or require a signed unaltered authorization to obtain that information from the provider. Failure to comply with The Principal's request could result in declination of the claim.

Article 4 - Payment, Denial and Review

The Employment Retirement Income Security Act (ERISA) permits up to 90 days for processing claims and up to 60 days for the review of denied claims.

In actual practice, benefits under this Group Policy will be payable sooner, provided The Principal receives complete and proper proof of loss. Furthermore, if a claim is not payable or cannot be processed, The Principal will submit a detailed explanation of the basis for its denial.

A Claimant may request a review of a claim denial by written request to The Principal within 120 days of receipt of notice of the denial. The Claimant must provide all additional information to The Principal within one year of receipt of notice of denial. The Principal will notify the Claimant of the final decision and reasons in support of its decision.

For purposes of this section, "Claimant" means Member, Dependent or Beneficiary.

This policy has been updated effective February 1, 2011.

PART IV - BENEFITS
Article 5 - Medical Examinations

The Principal may have the Member or Dependent whose loss is the basis for claim examined by a Physician during the course of a claim as often as is reasonably necessary. The Principal will pay for these examinations and will choose the Physician to perform them.

Article 6 - Legal Action

Legal action to recover benefits under this Group Policy may not be started earlier than 90 days after required proof of loss has been filed. Further, no legal action may be started later than three years after that proof is required to be filed.

Article 7 - Time Limits

Any time limits in this section will be adjusted as required by law.

NOTE: For additional Claims Procedures information, see GC 801-1 ERISA Claims.

Your group policy is endorsed as described below:

The Department of Labor has promulgated regulations regarding claims procedure requirements. If your plan of benefits includes Life, STD and/or LTD, the Claims Procedures section of your group policy has been changed to comply with the above referenced regulation.

Note: Changes have been made only to reflect the requirements of the ERISA. Any special state requirements relating to payment of claims remain unchanged unless they prevent the application of the ERISA requirements.

a. Notice of Claim

Written notice must be sent to The Principal by or for a Member who wishes to file claim for benefits under the Group Policy. This notice must be sent within 20 days (3 months for LTD) after the date of loss for which claim is being made. Failure to give notice within the time specified will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

b. Claim Forms

The Principal, when it receives notice of claim, will provide appropriate claim forms for filing proof of loss. If the forms are not provided within 15 days after The Principal receives notice of claim, the person will be considered to have complied with the requirements of the Group Policy regarding proof of loss upon submitting, within the time specified below for filing proof of loss, written proof covering the occurrence, character, and extent of the loss.

c. Proof of Loss or Disability

For Life Insurance policies

Written proof of loss must be sent to The Principal within 90 days after the date of the loss. Proof required includes the date, nature, and extent of the loss. The Principal may request additional information to substantiate loss or require a signed unaltered authorization to obtain that information from the provider. Failure to comply with the request of The Principal could result in declination of the claim. For purposes of satisfying the claims processing timing requirements of the Employee Retirement Income

GC 801-1 ERISA Claims
Security Act (ERISA), receipt of claim will be considered to be met when the appropriate claim form is received by The Principal.

For LTD and STD Insurance policies

Written proof that Disability exists and has been continuous must be sent to The Principal within 90 days (6 months for LTD) after the date a Member completes an Elimination Period. Proof required includes the date, nature, and extent of loss. Further proof that Disability has not ended must be sent when requested by The Principal. The Principal may request additional information to substantiate loss or require a signed unaltered authorization to obtain that information from the provider. Failure to comply with the request of The Principal could result in declination of the claim. For purposes of satisfying the claims processing timing requirements of the Employee Retirement Income Security Act (ERISA), receipt of claim will be considered to be met when the Elimination Period has been completed and the appropriate claim form is received by The Principal.

d. Payment, Denial and Review

ERISA permits up to 45 days from receipt of claim for processing the claim. If a claim cannot be processed due to incomplete information, The Principal will send a written explanation prior to the expiration of the 45 days. The claimant is then allowed up to 45 days to provide all additional information requested. The Principal is permitted two 30-day extensions for processing an incomplete claim. Written notification will be sent to the claimant regarding the extension.

In actual practice, benefits under the Group Policy will be payable sooner, provided The Principal received complete and proper proof of loss. Further, if a claim is not payable or cannot be processed, The Principal will submit a detailed explanation of the basis for its denial.

A claimant may request an appeal of a claim denial by written request to The Principal within 180 days of receipt of the notice of denial. The Principal will make a full and fair review of the claim. The Principal may require additional information to make the review. The Principal will notify the claimant in writing of the appeal decision within 45 days after receipt of the appeal request. If the appeal cannot be processed within the 45-day period because The Principal did not receive the requested additional information, The Principal is permitted a 45-day extension for the review. Written notification will be sent to the claimant regarding the extension. After exhaustion of the formal appeal process, the claimant may request an additional appeal. However, this appeal is voluntary and does not need to be filed before asserting rights to legal action.

For purposes of this section, for Life Insurance policies, "claimant" means Member, Dependent, or beneficiary. For STD and LTD policies, "claimant" means Member.

e. Legal Action
Legal action to recover benefits under the Group Policy may not be started earlier than 90 days after required proof of loss or proof of disability has been filed and before the appeal procedures have been exhausted. Further, no legal action may be started later than three years after that proof is required to be filed.

All other benefits and provisions of your group policy(ies) remain in effect.

Nothing in this endorsement will vary, alter, or extend any provision or condition of the group policy(ies) other than as stated in this Endorsement.

PRINCIPAL LIFE INSURANCE COMPANY

[Signatures]

Senior Vice President and Corporate Secretary

President and Chief Executive Officer
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