

RELIANCE STANDARD LIFE INSURANCE COMPANY
1700 Market Street, Suite 1200, Philadelphia, PA 19103-3938

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't you may lose your right to appeal.

Reliance Standard Life Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Consumer Complaint Coordinator at
1-800-351-7500

Toll free: 1-800-351-7500

Email: consumer.complaints@rsli.com

Mail:

1700 Market Street
Suite 1200
Philadelphia, PA 19103-3938

The Texas Department of Insurance.

To get help with an insurance question or file a complaint with the state:

Call: 1-800-252-3439.

Online: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail:

MC 111-1A
P.O. Box 149091
Austin, TX 78714

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Reliance Standard Life Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO

Llame a: Consumer Complaint Coordinator al
1-800-351-7500

Teléfono gratuito: 1-800-351-7500

Correo electrónico: consumer.complaints@rsli.com:

Dirección postal:

1700 Market Street
Suite 1200
Philadelphia, PA 19103-3938

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado

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En línea: www.tdi.texas.gov

Correo electrónico:

ConsumerProtection@tdi.texas.gov

Dirección postal:

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P.O. Box 149091
Austin, TX 78714



reliancestandard

LIFE INSURANCE COMPANY

Home Office: Schaumburg, Illinois • Administrative Office: Philadelphia, Pennsylvania

POLICYHOLDER: Michaels Stores, Inc

GROUP POLICY NUMBER: VAR 209651

POLICY EFFECTIVE DATE: July 1, 2021, as amended through December 1, 2024


PREMIUM DUE DATES: The first premium is due on the Policy Effective Date. After that premiums are due monthly, in advance, on the first day of each month.


This Policy is delivered in Texas and is governed by its laws.

This insurance Policy is a contract between you, the Policyholder named above, and us, Reliance Standard Life Insurance Company. We agree to provide insurance to you in exchange for the payment of premium and the signed Application. This Policy insures against certain accidental losses as described herein. It will cover the Eligible Persons for whom the proper premium has been paid for the amount of insurance shown on the Schedule of Benefits. Coverage is subject to the terms and conditions of this Policy.

The Policy Effective Date is shown above. Insurance starts and ends at 12:01 A.M. local time, at your address. It stays in force in accordance with the provisions set forth in this Policy. The POLICY TERMINATION section of the GENERAL PROVISIONS explains when this Policy can be ended.

This Policy is signed by our President and Secretary.


Secretary


President

GROUP ACCIDENT POLICY

NON-PARTICIPATING

This Group Accident Policy amends the Group Accident Policy previously issued to you by us. It is issued on December 17, 2024.

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKER'S COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

APPLICATION FOR GROUP ACCIDENT POLICY

**RELIANCE STANDARD LIFE INSURANCE COMPANY
PHILADELPHIA, PENNSYLVANIA**

GROUP POLICY NUMBER: VAR 209651 **POLICY EFFECTIVE DATE:** July 1, 2021, as amended through December 1, 2024

POLICY DELIVERED IN: Texas **ANNIVERSARY DATE:** July 1st in each year

APPLICATION IS MADE TO US BY: Michaels Stores, Inc

MONTHLY PREMIUM RATE:

Insured Person: \$0.026 Per \$1,000 of Principal Sum

Insured Spouse: \$0.026 Per \$1,000 of Principal Sum

Insured Child(ren): \$0.026 Per \$1,000 of Principal Sum

This Application is completed in duplicate, one copy to be attached to your Policy and the other returned to us.

It is agreed that this Application takes the place of any previous application for your Policy.

Signed at: _____ This: _____ Day of: _____

Policyholder: _____

Federal Employer Identification Number: 75-1943604

By: _____
(Signature)

(Title)

Please sign and return.





*BC1COAPVAR 20965112/01/2024*RSL

*BC2COAPMichaels Stores, Inc

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**RELIANCE STANDARD LIFE INSURANCE COMPANY
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SCHEDULE OF BENEFITS

NAME OF SUBSIDIARIES, DIVISIONS OR AFFILIATES TO BE COVERED: ALL

"Affiliate" means any corporation, partnership, or sole proprietor under the common control of the Policyholder.

ELIGIBILITY: Each active, Full-time Team Member, except a Canadian Team Member and any person employed on a temporary or seasonal basis.

The term "Team Member" as shown in Eligibility above, shall replace the term "employee" as shown throughout this Policy.

WAITING PERIOD: 30 days of continuous employment.

INDIVIDUAL EFFECTIVE DATE: The first of the month coinciding with or next following completion of the Waiting Period.

INDIVIDUAL REINSTATEMENT: 30 Days

CONTRIBUTIONS: Each Eligible Person: 100%
Each Dependent: 100%

AMOUNT OF INSURANCE/PRINCIPAL SUM:

INSURED PERSONS:

\$10,000 to \$700,000 in increments of \$10,000, subject to eight times Earnings for a Principal Sum over \$250,000.

For Insured Persons age 70 and over, the Amount of Principal Sum is subject to automatic reduction. Upon the Insured Person's attainment of the specified age below, the Amount of Principal Sum will be reduced to the applicable percentage. This reduction also applies to Insured Persons who are age 70 or over on their Individual Effective Date.

Age	Percentage of available or in force amount at age 69
70+	50%

INSURED DEPENDENTS:

Spouse Amount: \$5,000 to \$100,000 in increments of \$5,000.

Child Amount: \$1,000 to \$10,000 in increments of \$1,000.

The Spouse Amount of Insurance may not exceed 50% of the Insured Person's amount.

The Spouse Amount of Insurance will reduce in the same manner as the Insured Person's Amount of Insurance upon the Spouse's attainment of reducing ages.

CHANGES IN AMOUNT OF INSURANCE: Increases and decreases in the Amount of Insurance because of changes in class and earnings are effective on the date of the change. Increases and decreases in the Amount of Insurance because of changes in age are effective on the July 1st coinciding with or next following the date of the change.

With respect to increases in the Amount of Insurance, the Insured Person must be Actively at Work on the date of the change. If the Insured Person is not Actively at Work when the change should take effect, the change will take effect on the day after the Insured Person has been Actively at Work for one full day.

Increases and decreases in the Amount of Insurance because of elections of the Insured Person will take effect on the first of the month coinciding with or next following the date we receive the election request.

With respect to increases in the Amount of Insurance, the Insured Person must be Actively at Work on the date the increase is to take effect. If the Insured Person is not Actively at Work on the date the increase is to take effect, such increase will take effect on the date he returns to work.

DEFINITIONS

"Actively at Work" and "Active Work" means the Insured Person is actually performing on a Full-time basis each and every duty pertaining to his job in the place where and the manner in which the job is normally performed. This includes approved time off for vacation, jury duty and funeral leave, but does not include time off as a result of Injury or illness.

"Dependents" means:

- (1) an Insured Person's legal spouse who is not legally separated or divorced from the Insured Person; and
- (2) an Insured Person's child(ren) under age 26, including natural children, legally adopted children, children who are dependent on the Insured Person during the waiting period before adoption, stepchildren, and foster children. Foster children must be in the Insured Person's custody to be considered a Dependent; and
- (3) an Insured Person's unmarried natural or adopted grandchild(ren) under age 25 who is financially dependent upon the Insured Person for support.

Additionally, with respect to an Insured Person whose domestic partnership or civil union is legally recognized under applicable state law or for whom an Affidavit of Domestic Partnership is on file with you and is in effect, such Insured Person's:

- (1) domestic partner or civil union partner; and
- (2) child(ren), provided he/she otherwise meets the definition of Dependent,

of such legally recognized domestic partnership or civil union or named on an Affidavit will be considered a "Dependent" of such Insured Person.

When the Insured Person's domestic partner or civil union partner is covered under this Policy, the word "spouse" as it appears in this Policy will be deemed to include "domestic partner" and "civil union partner" unless the context indicates otherwise.

NOTE: An Eligible Person may not have coverage both as an Insured Person and as an Insured Dependent. Only one Insured spouse may cover the eligible children as Insured Dependents. If insurance is in force for an Insured Dependent, any newly eligible Dependents will be automatically covered.

"Earnings", as used in the SCHEDULE OF BENEFITS section, means the basic annual wages received from you on the day just before the date of the Injury, prior to any deductions to a 401(k) and Section 125 plan. Earnings does not include commissions, overtime pay, bonuses, incentive pay or any other special compensation not received as basic wages.

If hourly employees are insured, the number of hours worked during a regularly scheduled work week, not to exceed 40 hours per week, times 52 weeks, will be used to determine annual Earnings.

"Eligible Person" means a person who meets the Eligibility requirements of this Policy.

"Full-time" means working for you for a minimum of 30 hours during a person's regularly scheduled work week.

"Insured Person" means a person who meets the Eligibility requirements of this Policy and is enrolled for this insurance, and whose insurance under this Policy is in effect.

"Insured Dependent" means a "Dependent", as defined, whose insurance under this Policy is in effect.

"Insured" means either an Insured Person or an Insured Dependent unless the context indicates otherwise.

"Injury" means accidental bodily injury to an Insured which is caused directly and independently of all other causes by accidental means and which occurs while the Insured's coverage under this Policy is in force.

"We", "us", and "our" means Reliance Standard Life Insurance Company.

"You", "your", and "yours" means the Policyholder.

GENERAL PROVISIONS

ENTIRE CONTRACT: The entire contract between you and us is this Policy, your signed Application for this Policy (a copy of which is attached at issue), and any endorsements or amendments.

CHANGES: No agent has authority to change or waive any part of this Policy. To be valid, any change or waiver must be in writing, signed by a President, Vice President or Secretary and attached to this Policy.

INCONTESTABILITY: Any statement made in your application will be deemed a representation, not a warranty. We cannot contest this Policy after it has been in force for two (2) years from the date of issue, except for non-payment of premium.

Any statements made by you, any Insured Person, or any Insured Dependent, or on behalf of any Insured or any Insured Dependent to persuade us to provide coverage, will be deemed a representation, not a warranty. This provision limits our use of these statements in contesting the amount of insurance for which an Insured Person is covered. The following rules apply to each statement:

- (1) No statement will be used in a contest unless:
 - (a) it is in a written form signed by the Insured Person or any Insured Dependent, or on behalf of the Insured Person or any Insured Dependent; and
 - (b) a copy of such written instrument is or has been furnished to the Insured Person or any Insured Dependent, the Insured Person's or any Insured Dependent's beneficiary or legal representative.
- (2) If the statement relates to an Insured Person's or any Insured Dependent's insurability, it will not be used to contest the validity of insurance which has been in force, before the contest, for at least two years during the lifetime of the Insured Person or any Insured Dependent.

ASSIGNMENT: Ownership of any benefit provided under this Policy may be transferred by assignment. An irrevocable beneficiary must give written consent to assign this insurance. Written request for assignment must be made in duplicate at our Administrative Offices. Once recorded by us, an assignment will take effect on the date it was signed. We are not liable for any action we take before the assignment is recorded.

RECORDS MAINTAINED: You or an authorized Plan Administrator must maintain records of all Insureds. Such records must show the essential data of the insurance, including new persons, terminations, changes, etc. This information must be reported to us regularly. We reserve the right to examine the insurance records maintained at the place where they are kept. This review will only take place during normal business hours.

CLERICAL ERROR: Clerical errors in connection with this Policy or delays in keeping records for this Policy, whether by you, us, or the Plan Administrator:

- (1) will not terminate insurance that would otherwise have been effective; and
- (2) will not continue insurance that would otherwise have ceased or should not have been in effect.

Clerical Errors include (but are not limited to) the payment of premium for coverage not provided by this Policy. If appropriate, a fair adjustment of premium will be made to correct a clerical error. Such adjustments will be limited to the twelve (12) month period preceding the date we receive proof from you that an adjustment due to overpayment of premium should be made or the date we discover that premium has been underpaid.

MISSTATEMENT OF AGE: If an Insured's age has been misstated, benefits will be those that apply to his correct age.

NOT IN LIEU OF WORKER'S COMPENSATION: This Policy is not a Worker's Compensation Policy. It does not provide Worker's Compensation benefits.

CONFORMITY WITH STATE LAWS: Any provision in this Policy which, on its Effective Date, is in conflict with the laws in the state where it is issued or in a state that otherwise has jurisdiction over such provision, is amended to conform with the minimum requirements of such laws of that state.

CERTIFICATE OF INSURANCE: We will provide a certificate of insurance for each Insured Person. The certificate will set forth the terms of coverage and to whom benefits are payable.

POLICY TERMINATION: This Policy may be terminated by you or us on any premium due date, after this Policy has been in force 12 months. Written notice of termination must be mailed to the other party at least 31 days prior to the effective date of such termination. We will mail the notice to your last address shown on our records. Termination of this Policy will not affect any claim which began prior to termination.

PRONOUNS: All pronouns include either gender unless the context indicates otherwise.

INDIVIDUAL ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

ELIGIBLE CLASSES: The eligible classes will be those persons described on the Schedule of Benefits.

WAITING PERIOD: A person who is continuously employed on a Full-time basis with you for the period specified on the Schedule of Benefits has satisfied the Waiting Period.

EFFECTIVE DATE OF INDIVIDUAL INSURANCE: An Eligible Person must apply in writing for the insurance to go into effect. He will become insured on the later of:

- (1) the Individual Effective Date as shown on the Schedule of Benefits; or
- (2) on the first day of the month coincident with or next following the date he applies.

If an Eligible Person is not Actively At Work on the day his insurance is to go into effect, his insurance will take effect on the day he returns to Active Work for one full day.

Changes in an Insured Person's amount of insurance are effective as shown on the Schedule of Benefits.

TERMINATION OF INDIVIDUAL INSURANCE: An Insured Person's coverage will terminate on the first of the following to occur:

- (1) the date this Policy terminates; or
- (2) the date the Insured Person ceases to be in a class eligible for this insurance; or
- (3) the end of the period for which premium has been paid for the Insured Person's coverage.

Any loss which occurs prior to the termination of this insurance coverage will not be affected.

CONTINUATION OF INDIVIDUAL INSURANCE: An Insured Person's coverage may be continued, by payment of premium, beyond the date the Insured Person ceases to be eligible for this insurance, but not longer than:

- (1) 12 months, if he ceases to be eligible due to illness or Injury; or
- (2) 1 month, if he ceases to be eligible due to temporary lay-off or approved leave of absence.

INDIVIDUAL REINSTATEMENT: If an Insured Person's coverage is terminated, it may be reinstated if he is:

- (1) on an approved leave of absence; or
- (2) on temporary lay-off.

Such person must return to Active Work with you within the period of time shown on the Schedule of Benefits (INDIVIDUAL REINSTATEMENT). He must also be a member of a class eligible for this insurance.

Unless a person is returning after having resigned or having been discharged, he will not be required to fulfill the eligibility requirements of this Policy again. The insurance will go into effect on the date he returns to Active Work.

DEPENDENT INSURANCE

ELIGIBILITY: An Eligible Person is eligible to enroll his eligible Dependents on the date he becomes an Insured Person.

EFFECTIVE DATE OF DEPENDENT INSURANCE: An Insured Person may insure his Dependents by making written application. The Insured Person's Dependent insurance will take effect on the first day of the month coincident with or next following the later of:

- (1) the date the Insured Person first becomes eligible for Dependent insurance if application is made on or before that date; or
- (2) the date the dependent meets the definition of Dependent, if application is made on or before that date; or
- (3) the date of enrollment.

After this insurance is in force for one Dependent, application is not required for added Dependents.

TERMINATION OF DEPENDENT INSURANCE: The insurance for an Insured Dependent will terminate on the first of the following dates:

- (1) the date this Section terminates;
- (2) the end of the period for which premium for Dependent insurance has been paid;
- (3) the date the Insured Person's insurance terminates; or
- (4) the date the dependent is no longer a Dependent as defined. However, coverage for an Insured Dependent child which would otherwise cease when such child attains the maximum age, will not cease while this insurance coverage remains in force for the Insured Person if:
 - (a) the child is unable to provide self-support due to mental retardation or physical handicap; and
 - (b) he is chiefly dependent on the Insured Person for support; and
 - (c) proof of the above conditions is received by us within 120 days after the date this insurance coverage would otherwise end.

We may ask from time to time if the Insured Dependent child remains a disabled and dependent person. This request may be made within 31 days of the time such Insured Dependent attains the maximum age, and later as required. After the 2 year period that follows such Dependent's attainment of the maximum age, this request may not be made more often than once a year. If we do not ask, insurance coverage for such Insured Dependent child will continue as long as:

- (a) this coverage remains in effect for the Insured Person;
- (b) the Insured Dependent child remains in the same condition; and
- (c) the proper premium is paid.

Proof of the Insured Dependent child's status as a disabled and dependent person must be furnished to us within 31 days of the inquiry. If it is not, we may stop the insurance of such Insured Dependent when he attains the maximum age, or later.

Any loss which occurs prior to the termination of this insurance coverage will not be affected.

NEWLYWED PROVISION: At the marriage of an Insured Person who had not previously elected Dependent coverage, his new spouse shall automatically become an Insured Dependent.

Such spouse shall be an Insured Dependent for 31 days. He shall then cease to be an Insured Dependent unless:

- (1) the Insured Person requests, in writing and within such 31 day period, continuation of such Dependent coverage; and
- (2) the additional premium is paid for such coverage.

DOMESTIC PARTNER/CIVIL UNION PROVISION: With respect to an Insured Person who had not previously elected Dependent coverage, his/her domestic partner/civil union partner shall automatically become an Insured Dependent spouse at the time the Insured Person's civil union or domestic partnership is legally recognized under applicable state law or as of the date such Insured's Affidavit of Domestic Partnership is placed on file with you.

Such domestic partner/civil union partner shall be an Insured Dependent spouse for 31 days. He/she shall then cease to be an Insured Dependent spouse unless:

- (1) the Insured Person requests, in writing and within such 31 day period, continuation of such Dependent spouse coverage; and
- (2) the additional premium is paid for such coverage.

In the event that the Insured Person's new domestic partner/civil union partner suffers a covered loss during the 31 day period during which he may request coverage, and written election has not been made (or, if made, has not been received and processed by you), we will pay benefits based upon the minimum principal sum available for that domestic partner/civil union partner.

NEWBORN CHILDREN: If a child is born to an Insured Person who has not elected Dependent coverage, such child shall be an Insured Dependent from the moment of birth.

The newborn child shall be an Insured Dependent for 31 days. He shall then cease to be an Insured Dependent unless:

- (1) the Insured Person requests, in writing and within such 31 day period, continuation of such Dependent coverage; and
- (2) the additional premium is paid for such coverage.

The above coverage will also be extended to newly adoptive, foster or step children, as of the date they become financially dependent on an Insured Person for support, provided they otherwise meet the definition of Dependent.

The above coverage will also be extended to any children of a civil union or domestic partnership legally recognized under applicable state law or named on an Insured Person's Affidavit of Domestic Partnership as of the date such Affidavit is placed on file with you, provided they otherwise meet the definition of a Dependent child.

CONVERSION PRIVILEGE

An Insured Person can use this privilege when his Accidental Death and Dismemberment insurance coverage is no longer in force for any reason, except termination of this Policy. Insured Dependents can use this Conversion Privilege if they cease to be eligible for any reason other than termination of this Policy. The Insured must make written application for the converted policy within 31 days after coverage ends. The first premium must also be paid within that time. The issuance of the converted policy is subject to the following conditions:

- (1) the converted policy will take effect on the date of the termination of this insurance, or on the date of the application for the converted policy, whichever is later;
- (2) proof of health will not be required; and
- (3) the premium will be applicable to the class of risk to which the Insured belongs, at his attained age, and to the form and amount of insurance provided.

The converted policy's Principal Sum will be the lower of:

- (1) the Amount of Principal Sum applicable to the Insured under this Policy; or
- (2) \$250,000.

The converted policy may provide that it will be renewable on any anniversary with our consent, subject to a maximum age limit.

The converted policy may exclude any condition or hazard which applied to the Insured at the time this coverage terminated. Benefits will not be paid under the converted policy for a claim originating under this Policy.

The Insured may convert to any individual Accidental Death and Dismemberment policy we offer in the state where he lives.

PREMIUMS

PREMIUM PAYMENT: All premiums are to be paid by you to us, or to an authorized agent, on or before the due date. The premium due dates are stated on the face page of this Policy.

PREMIUM RATE: The premium rate is shown on the application for this Policy.

The premium for this insurance is based on the coverage requested. We reserve the right to adjust the premium rate on any premium due date:

- (1) after coverage has been in force for 36 months; or
- (2) if the coverage is changed by amendment.

We will not change the premium rate more than once in any 12 month period unless the coverage is changed. We will notify you in writing at least 60 days before a premium change is made due to (1) above.

GRACE PERIOD: You may pay the premium up to 90 days after the date it is due. This Policy stays in force during this time. If the premium is not paid during the grace period, this Policy will be cancelled at the end of the grace period. You will still owe us the premium up to the date this Policy is cancelled.

BENEFICIARY AND FACILITY OF PAYMENT

BENEFICIARY: If the Insured Person dies, any death benefit payable and any other accrued benefits will be paid to the beneficiary named in records maintained by you. A beneficiary designation will be effective as of the date the Insured Person signed it. Any payment made by us before receiving the designation shall fully discharge us to the extent of that payment.

The Insured Person will be the beneficiary of any benefit payable at the death of an Insured Dependent, unless another beneficiary has been named and placed on file as required.

The Insured Person can change the beneficiary by telling us in writing on our form. The consent of a revocable beneficiary is not needed. The change will take effect only when it is received and approved by us or an authorized Plan Administrator. We cannot attest to the validity of such a change.

If an Insured's beneficiary dies at the same time as the Insured, or within 15 days after his death but before we receive written proof of the Insured's death, payment will be made as if the Insured survived the beneficiary, unless noted otherwise in another provision of this Policy.

If the Insured Person has not named a beneficiary, or an Insured's named beneficiary is not surviving at the Insured's death, any benefits due shall be paid to the first of the following classes to survive the Insured:

- (1) the Insured's legal spouse or domestic partner named on an Affidavit of Domestic Partnership;
- (2) the Insured's surviving children (including legally adopted children), in equal shares;
- (3) the Insured's surviving parents, in equal shares;
- (4) the Insured's surviving siblings, in equal shares; or, if none of the above,
- (5) the Insured's estate.

FACILITY OF PAYMENT: If a beneficiary, in our opinion, cannot give a valid release (and no guardian has been appointed), we may pay the benefit to the person who has custody or is the main support of the beneficiary. Payment to a minor shall not exceed \$1,000.

If the Insured has not named a beneficiary or the beneficiary is not surviving at the Insured's death, we may pay up to \$2,500 of the benefit to the person(s) who, in our opinion, has incurred expenses in connection with the Insured's last illness, death or burial. Payment may also be made to the executor or administrator of the Insured's estate, or to any relative of the Insured by blood or marriage.

The balance of the benefit, if any, will be held by us, until an individual or representative:

- (1) is validly named; or
- (2) is appointed to receive the proceeds; and
- (3) can give valid release to us.

We will not be liable for any payment we have made in good faith.

CLAIMS PROVISIONS

NOTICE OF CLAIM: Written notice must be given to us within 31 days after the Loss occurs, or as soon as reasonably possible. The notice should be sent to us at our Administrative Offices or to our authorized agent. The notice should include the Insured's name and the Policy Number.

CLAIM FORMS: When we receive written notice of a claim, we will send claim forms to the claimant within 15 days. If we do not, the claimant will satisfy the requirements of written proof of loss by sending us written proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

PROOF OF LOSS: For any covered Loss, written proof must be sent to us within 90 days. If it is not reasonably possible to give proof within 90 days, the claim is not affected if the proof is sent as soon as reasonably possible. In any event, proof must be given within 1 year, unless the claimant is legally incapable of doing so.

TIME PAYMENT OF CLAIMS: When we receive written proof of loss, we will pay any benefits due within 60 days after receipt of such proof. Benefits that provide for periodic payment will be paid monthly unless the Benefit specifies otherwise.

PAYMENT OF CLAIMS: If an Insured Person dies, we will pay any death benefit and any other accrued benefits in accordance with the Beneficiary and Facility of Payment provisions. All other benefits will be paid to the Insured Person.

PHYSICAL EXAMINATION AND AUTOPSY: We have the right to have a doctor of our choice examine the Insured as often as we think necessary. This section applies while a claim is pending or while we are paying benefits. We also have the right to make an autopsy in case of death, unless the law forbids it. We will pay for the cost of both the examination and the autopsy.

LEGAL ACTION: No lawsuit or action in equity can be brought to recover on this Policy:

- (1) before 60 days following the date written proof of loss was furnished to us; or
- (2) after 3 years following the date written proof of loss is required (6 years in South Carolina and 5 years in Kansas).

SETTLEMENT OPTIONS

The Insured Person may elect a single sum payment or a different way in which the beneficiary will receive payment of the Principal Sum. If other than a single sum payment is desired, he must provide a written request to us, for our approval, at our Administrative Office. If the option covers less than the full amount due, we must be advised of what part is to be under an option. Amounts under \$2,000 or option payments of less than \$20 each are not allowed.

If no instructions for a settlement option are in effect at the death of the Insured, the beneficiary may make the election, with our consent.

If a beneficiary dies while receiving payments under one of these options and there is no contingent beneficiary, the balance will be paid in one sum to the beneficiary's estate, unless otherwise agreed to in the instructions for settlement.

Requests for settlement options other than the 3 set out below may be made. A mutual agreement must be reached between the individual entitled to elect and us.

OPTION A - FIXED TIME PAYMENT OPTION: Equal monthly payments will be made for any period chosen, up to 30 years. The amount of each payment depends on the amount applied, the period selected and the payment rates we are using when the first payment is due. The rate of any monthly payment will not be less than shown in the table below. We reserve the right to change the minimum monthly payment. These changes will apply only to requests for settlement elected after the change.

Option A Table
Minimum Monthly Payment Rates for each \$1,000 Applied

<u>Years</u>	<u>Monthly Payment</u>	<u>Years</u>	<u>Monthly Payment</u>	<u>Years</u>	<u>Monthly Payment</u>	<u>Years</u>	<u>Monthly Payment</u>	<u>Years</u>	<u>Monthly Payment</u>
1	\$84.47	7	\$13.16	13	\$7.71	19	\$5.73	25	\$4.71
2	42.86	8	11.68	14	7.26	20	5.51	26	4.59
3	28.99	9	10.53	15	6.87	21	5.32	27	4.47
4	22.06	10	9.61	16	6.53	22	5.15	28	4.37
5	17.91	11	8.86	17	6.23	23	4.99	29	4.27
6	15.14	12	8.24	18	5.96	24	4.84	30	4.18

OPTION B - FIXED AMOUNT PAYMENT OPTION: Each payment will be for an agreed fixed amount. The amount of each payment will not be less than \$20 for each \$2000 applied. Interest will be credited and added each month on the unpaid balance. This interest will be at a rate set by us, but not less than the equivalent of 3% per year. Payments continue until the amount we hold runs out. The last payment will be for the balance only.

OPTION C - INTEREST PAYMENT OPTION: We will hold any amount applied under this section. Interest on the unpaid balance will be paid each month at a rate set by us. This rate will not be less than the equivalent of 3% per year.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

DESCRIPTION OF COVERAGE

LOSS OF LIFE, LIMB, SIGHT, SPEECH OR HEARING: If, due to Injury, an Insured suffers any one of the following specific Losses within 365 days from the date of the accident we will pay the Benefit Amount listed below. However, if more than one listed loss results from any one accident, we will only pay the one largest applicable benefit as listed below.

<u>LOSS</u>	<u>BENEFIT AMOUNT:</u>
Loss of Life	the Insured's Principal Sum
Loss of Two or More Members	the Insured's Principal Sum
Loss of Speech and Hearing	the Insured's Principal Sum
Loss of One Member	1/2 of the Insured's Principal Sum
Loss of Speech or Hearing	1/2 of the Insured's Principal Sum
Loss of Thumb and Index Finger of the Same Hand	1/4 of the Insured's Principal Sum

DEFINITIONS:

"Member(s)" means: hand, foot or eye.

"Loss(es)" must result directly and independently from Injury, with no other contributing cause. As used in this benefit with respect to:

- (1) a hand or foot, Loss means the complete severance through or above the wrist or ankle joints;
- (2) an eye, Loss means the total and irrecoverable loss of sight;
- (3) speech, Loss means the total and irrecoverable loss of the function;
- (4) hearing, Loss means the total and irrecoverable loss of the hearing in both ears;
- (5) a thumb and index finger, Loss means the complete severance through or above the metacarpophalangeal joint.

COVERAGE FOR MEMBERS OF RESERVE-NATIONAL GUARD

DESCRIPTION OF COVERAGE: We will pay plan benefits for a loss due to Injury of any Insured which is sustained while such Insured is a member of an organized Reserve Corps or National Guard Unit and is:

- (1) attending any regularly scheduled or routine training of less than 60 days, or is enroute to or from such training;
- (2) attending a Service School no matter how long it is, or is enroute to or from that school;
- (3) taking part in any authorized inactive duty training; or
- (4) taking part as a unit member in a parade or exhibition authorized by official orders.

No benefit is payable for any loss that occurs during active duty.

DEFINITION:

"Service School" means one operated by or on behalf of the United States of America or Canada.

COVERAGE OF EXPOSURE AND DISAPPEARANCE

DESCRIPTION OF COVERAGE

EXPOSURE: Any loss that is due to exposure will be covered as if it were due to Injury, provided such loss results directly and independently of all other causes from accidental exposure to the elements which occurs while the Insured's coverage under this Policy is in force.

DISAPPEARANCE: We will presume an Insured suffered loss of life due to an Injury, if:

- (1) while covered under this Policy, such Insured is riding in a conveyance that is involved in an accident, not excluded from coverage;
- (2) the conveyance is wrecked, sinks or disappears as a result of such accident; and
- (3) the Insured's body is not found within 1 year of the accident.

COMMON DISASTER BENEFIT

DESCRIPTION OF COVERAGE: We will increase the Insured Dependent spouse's benefit to a total of 100% of the Insured Person's Principal Sum, subject to a maximum of \$250,000 if:

- (1) Loss of Life benefits are payable for both the Insured Person and his Insured Dependent spouse under this Policy; and
- (2) coverage for the Insured Dependent Spouse is in force on the date of the accident; and
- (3) the Insured Person and his Insured Dependent spouse are survived by a Dependent child(ren); and
- (4) either:
 - (a) both the Insured Person and his Insured Dependent spouse die as a result of Injuries sustained in the same accident; or
 - (b) the Insured Person and his Insured Dependent spouse die as a result of Injuries sustained in separate accidents which occur within the same 24 hour period.

EDUCATION AND SURVIVOR BENEFIT

DESCRIPTION OF COVERAGE: We will pay the additional benefit stated below if:

- (1) at an Insured Person's death due to Injury, Loss of Life benefits are payable hereunder; and
- (2) coverage for his Insured Dependents is in force on the date of the Injury.

BENEFITS: Benefits will be paid as follows:

- (1) We will pay 5% of the Insured Person's Principal Sum, subject to a minimum of \$1,000 and a maximum of \$5,000, annually for each of his insured Dependent children who is:
 - (a) enrolled as a full-time student in any Institute of Higher Learning beyond the 12th grade level on the date of the Insured Person's accident; or
 - (b) in the 12th grade on the date of the Insured Person's accident and subsequently enrolls as a full-time student in an Institute of Higher Learning within 1 year of the date of the Insured Person's death;provided the child remains so enrolled for the school year. Benefits will be paid for up to 4 consecutive years of enrollment.
- (2) We will pay the actual tuition expense incurred by the Insured Dependent spouse, up to \$3,000 annually, if:
 - (a) such spouse attends an Institute of Higher Learning for the purpose of obtaining a source of support and maintenance; and
 - (b) the tuition expense is incurred within 30 months after the date of the Insured Person's death.
- (3) We will pay an additional monthly benefit equal to 1% of the Insured Person's Principal Sum subject to a maximum of \$1,000 for a period of 6 months.
Any accrued benefits, unpaid at the death of the payee specified above, will be paid to such payee's estate. If the Insured Person and all Insured Dependents die at the same time, this benefit will be paid to the Insured Person's estate, subject to any applicable state law.
- (4) If at the time of the Insured Person's death, he has no surviving Insured Dependents that are eligible for the benefits set forth above, we will pay a one time, lump sum benefit equal to \$1,000, to his designated beneficiary.

DEFINITION:

"Institute of Higher Learning" includes but is not limited to: any university; college; trade school; or professional school.

DAY CARE BENEFIT

DESCRIPTION OF COVERAGE: We will pay the additional benefit shown below if:

- (1) at an Insured Person's, or his Insured Dependent spouse's, death due to Injury, Loss of Life benefits are payable hereunder;
- (2) the Insured Person, or his Insured Dependent spouse, has at least one Dependent child, born or unborn and in any event under 14 years of age on the date of the Injury; and
- (3) such child is in day care within 12 months from the date of death.

BENEFITS: Benefits will be paid as follows:

- (1) We will pay an additional monthly benefit equal to actual Day Care charges incurred up to 2% of the Insured Person's or Insured Dependent spouse's Principal Sum not to exceed \$2,400 in any one calendar year for each Insured Dependent child who is under 14 years of age.
- (2) The benefit with respect to each child will terminate on the earlier of:
 - (a) the date he turns 14 years of age; or
 - (b) the end of a period of 4 consecutive years from the death of the Insured Person or his Insured Dependent spouse.
- (3) If at the time of the Insured Person's death, he has no surviving Insured Dependents that are eligible for the benefits set forth above, we will pay a one time, lump sum benefit equal to \$1,000, to his designated beneficiary.

A prorated benefit will be payable for partial months.

SEAT BELT AND AIR BAG BENEFIT

DESCRIPTION OF COVERAGE: We will pay a sum equal to 10% of the Insured's Principal Sum if:

- (1) the Insured dies as the result of a bodily Injury sustained while riding in or operating a Four-Wheel Vehicle;
- (2) a police report establishes that the Insured was properly strapped in a Seat Belt at the time;
- (3) Loss of Life benefits are payable for the Insured's death hereunder.

We will pay an additional 5% if the Insured is driving in or riding in a Four-Wheel Vehicle which is equipped with a factory-installed Supplemental Restraint System. The Insured must be positioned in a seat which is designed to be protected by an air bag and must be properly strapped in the Seat Belt when the air bag inflates. In addition to the above requirements, the police report must establish that the air bag inflated properly upon impact.

The total maximum benefit payable is \$25,000.

No benefit will be paid for any loss sustained:

- (1) while driving or riding in any Four-Wheel Vehicle used: in a race; in a speed or endurance test; or for acrobatic or stunt driving; or
- (2) if the Insured is not wearing a Seat Belt for any reason; or
- (3) while the Insured is sharing a Seat Belt; or
- (4) due to a defect in the Supplemental Restraint System's diagnostic system.

If the police report does not clearly establish that the Insured was or was not wearing a Seat Belt at the time of the accident causing the Insured's death, we will pay a sum equal to \$1,000 in lieu of the benefit described above.

DEFINITIONS:

"Seat Belt" means an unaltered Seat Belt or lap and shoulder restraint and includes a government approved child restraint device when used in accordance with manufacturer's directions. In the case of small children the restraint must:

- (1) meet the standards of the National Safety Council; and
- (2) be properly secured and utilized in accordance with applicable State law and the recommendations of its manufacturer for children of like age and weight.

An air bag is not considered a Seat Belt.

"Supplemental Restraint System" means an air bag which inflates for added protection to the head and chest areas.

"Four-Wheel Vehicle" means a vehicle listed below provided it is: duly licensed for passenger use; and designated primarily for use on public streets and highways:

- (1) a private passenger automobile; or
- (2) a station wagon; or
- (3) a van, jeep, or truck-type vehicle which has a manufacturer's rated load capacity of 2,000 pounds or less; or
- (4) a self-propelled motor home.

COMA BENEFIT

DESCRIPTION OF COVERAGE: We will pay the benefit shown below if, as the result of an Injury, an Insured lapses into a Coma which lasts for more than 30 days. In order for this benefit to be payable the Coma does not need to be continuous, as long as recurrences are not due to an unrelated cause.

DEFINITION:

"Coma" means a state of profound unconsciousness, from which one cannot be aroused, which results from Injury. The Insured must be:

- (1) confined in a hospital or other medical facility; and
- (2) diagnosed as being in a Coma by a licensed physician.

BENEFIT: We will pay a monthly benefit equal to 1% of the Insured's Principal Sum. The monthly benefits will start on the 31st day of the Coma. Benefits will continue until:

- (1) the Coma ends;
- (2) the Insured dies; or
- (3) the end of a period of 100 consecutive months;

whichever is the first to occur.

A prorated benefit will be payable for partial months.

The Insured is only eligible for one Coma benefit for each eligible accident.

TOTAL LOSS OF USE BENEFIT

DESCRIPTION OF COVERAGE: We will pay the benefit shown below if, due to Injury, an Insured suffers a Total Loss of Use that is listed below, provided:

- (1) the Insured suffers such Total Loss of Use within 1 year of the Injury;
- (2) the Total Loss of Use continues for a period of 12 consecutive months after the onset;
- (3) it is shown by proper medical authority at the end of these 12 months that the Total Loss of Use has been continuous and will be permanent; and
- (4) no benefit is payable for such loss under the Accidental Death and Dismemberment Benefit of this Policy.

BENEFITS: Only one benefit (the larger) will be paid for more than one Total Loss of Use resulting from any one accident.

For Total Loss of Use of:	Benefit Amount:
Both Arms and Both Legs	the Insured's Principal Sum
Both Arms	2/3 of the Insured's Principal Sum
Both Legs	2/3 of the Insured's Principal Sum
One Arm and One Leg	2/3 of the Insured's Principal Sum
Both Arms and One Leg or Both Legs and One Arm	3/4 of the Insured's Principal Sum
One Arm or One Leg	1/2 of the Insured's Principal Sum

In no event will the total of all benefits paid for any one Insured for any one accident, under this benefit, the Accidental Death and Dismemberment Benefit and the Coma Benefit, exceed that Insured's Principal Sum.

DEFINITION:

"Total Loss of Use" means loss of the ability to function because of:

- (1) incurable paralysis; or
- (2) stiffening.

In addition, "Total Loss of Use" must affect the entire arm or leg from the shoulder or hip, including the hand or foot attached to it.

FELONIOUS ASSAULT BENEFIT

DESCRIPTION OF COVERAGE: We will pay an additional benefit as set forth below if:

- (1) an Insured Person is injured as a result of a Criminal Act of Violence; and
- (2) benefits are otherwise payable under this Policy with respect to such Injury.

This insurance coverage is provided only if the Injury results from a Criminal Act of Violence involving your funds.

BENEFIT: The benefit payable will be an amount equal to 10% of the benefit otherwise payable under this Policy with respect to such Injury.

DEFINITION:

"Criminal Act of Violence" means an act of physical violence that is punishable by law. The term includes, but is not limited to:

- (1) assault and battery;
- (2) civil disturbance;
- (3) hijacking;
- (4) murder;
- (5) robbery; and
- (6) theft.

**EXTENSION OF COVERAGE UNDER THE FAMILY AND MEDICAL LEAVE ACT AND UNIFORMED SERVICES
EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

Family and Medical Leave of Absence:

We will continue the Insured Person's coverage and that of any Insured Dependent, if applicable, in accordance with your policies regarding leave under the Family and Medical Leave Act of 1993, as amended, or any similar state law, as amended, if:

- (1) the premium for such Insured Person and his/her Insured Dependents, if applicable, continues to be paid during the leave; and
- (2) you have approved the Insured Person's leave in writing and provide a copy of such approval within thirty-one (31) days of our request.

As long as the above requirements are satisfied, we will continue coverage until the later of:

- (1) the end of the leave period required by the Family and Medical Leave Act of 1993, as amended; or
- (2) the end of the leave period required by any similar state law, as amended.

Military Services Leave of Absence:

We will continue the Insured Person's coverage and that of any Insured Dependents, if applicable, in accordance with your policies regarding Military Services Leave of Absence under USERRA if the premium for such Insured Person and his or her Insured Dependents, if applicable, continues to be paid during the leave.

As long as the above requirement is satisfied, we will continue coverage until the end of the period required by USERRA.

This Policy, while coverage is being continued under this Military Services Leave of Absence extension, does not cover any loss which occurs while on active duty in the military if such loss is caused by or arises out of such military service, including but not limited to war or any act of war, whether declared or undeclared.

While the Insured Person is on a Family and Medical Leave of Absence for any reason other than his or her own illness, injury or disability or Military Services Leave of Absence he or she will be considered Actively at Work. Any changes such as revisions to coverage due to age, class or salary changes, as applicable, will apply during the leave except that increases in the amount of insurance, whether automatic or subject to election, will not be effective for an Insured Person who is not considered Actively at Work until the Insured Person has returned to Active Work for one (1) full day.

A leave of absence taken in accordance with the Family and Medical Leave Act of 1993 or USERRA will run concurrently with any other applicable continuation of insurance provision in this Policy.

The Insured Person's coverage and that of any Insured Dependents, if applicable, will cease under this extension on the earliest of:

- (1) the date this Policy terminates; or
- (2) the end of the period for which premium has been paid for the Insured Person; or
- (3) the date such leave should end in accordance with your policies regarding Family and Medical Leave of Absence and Military Services Leave of Absence in compliance with the Family and Medical Leave Act of 1993, as amended and USERRA.

Should you choose not to continue the Insured Person's coverage during a Family and Medical Leave of Absence and/or Military Services Leave of Absence, the Insured Person's coverage as well as any dependent coverage, if applicable, will be reinstated.

EXCLUSIONS

This Policy does not cover any loss:

- (1) to which sickness, disease, or myocardial infarction, including medical or surgical treatment thereof, is a contributing factor; or
- (2) caused by suicide, or intentionally self-inflicted injuries; or
- (3) caused by or resulting from war or any act of war, declared or undeclared; or
- (4) caused by an accident that occurs while in the armed forces of any country, except as shown under the Reserve-National Guard Benefit (any premium paid to us for any period not covered by this Policy while the Insured is in such service will be returned pro rata); or
- (5) caused by or resulting from riding in, getting into or out of any aircraft, unless:
 - (a) the Insured is a passenger (not a pilot or crew member) in a tested and approved civilian aircraft being operated as passenger transport in compliance with the then current rules of the authority having jurisdiction over its operation; and
 - (b) the aircraft is not owned, leased or operated by or on behalf of you, the Insured or any other employer of the Insured, unless a specific written agreement has been obtained from us; or
- (6) sustained during the Insured's commission or attempted commission of an assault or felony; or
- (7) to which the Insured's acute or chronic alcoholic intoxication is a contributing factor; or
- (8) to which the Insured's voluntary consumption of an illegal or controlled substance or a non-prescribed narcotic or drug is a contributing factor.

**IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE
TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION
(For insurers declared insolvent or impaired on or after September 1, 2011)**

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association ("the Association") administers this protection system. Only the policyholders of insurance companies that are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

It is possible that the Association may not protect all or part of your policy because of statutory limitations.

Eligibility for Protection by the Association

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas (**regardless of where the policyholder lived when the policy was issued**)
- Residents of other states, **ONLY** if the following conditions are met:
 1. The policyholder has a policy with a company domiciled in Texas;
 2. The policyholder's state of residence has a similar guaranty association; and
 3. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, or \$200,000 for other types of health insurance.

Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

Individual Annuities:

- Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

Aggregate Limit:

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.

Texas Life and Health Insurance
Guaranty Association
515 Congress Avenue, Suite 1875
Austin, Texas 78701
800-982-6362 or www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439 or www.tdi.texas.gov