

LDF SUPPORT GROUP, INC.

TRUSTMARK INSURANCE COMPANY
400 Field Drive
Lake Forest, Illinois 60045
(847) 615-1500
(Herein We, Us, and Our)

Employer: LDF SUPPORT GROUP, INC.
Employer Effective Date: January 1, 2003. Contract Number 28974 replaces the Certificate issued for Contract Number 28974, effective January 1, 2002.
Group ID: 28974

This Booklet is Your Individual Certificate of Insurance (Certificate) while You are insured. It briefly explains the rights and benefits that are determined by the Master Policy (Policy). The Policy is a contract between the Policyholder and Us.

The Policy alone constitutes the agreement under which payments are made. We will pay the benefits set forth in the Policy. Benefit payment is governed by all the terms, conditions and limitations of the Policy. The Policy may be amended at any time without Your consent or notice to You. Any such amendment will not affect any charge Incurred before the amendment takes effect.

The Policy may be inspected at Our office by any Employer, Covered Person or beneficiary during regular business hours.

This Certificate was issued on the basis that the information on Your employee enrollment form was correct and complete. **If any of the information on the enrollment form was not correct or complete, write to Us within 10 days of receipt of this Certificate. An error or omission may result in loss of coverage as of its effective date.**

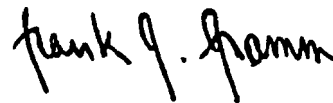
This Certificate automatically supersedes any other Certificate We previously issued to You.

Please read this Certificate carefully.

TRUSTMARK INSURANCE COMPANY



J. Grover Thomas Jr.
President & Chief Executive Officer



Frank G. Gramm
Corporate Secretary & General Counsel

TCXXCV40000

TXX/C

CERTIFICATE TABLE OF CONTENTS

The sections of this Certificate appear in the order shown below.

PAGE NUMBERS

SCHEDULE OF BENEFITS	3
LIFE BENEFIT	5
ACCELERATED LIFE BENEFIT	7
DEPENDENT LIFE BENEFIT	8
ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT	9
CONDITIONS OF INSURANCE	
Definitions	11
Evidence of Insurability Requirement	13
Eligibility	13
Enrollment for Coverage	13
Effective Date of Individual Coverage	14
Change in Insurance Class	14
Termination of Individual Coverage	14
Resumption of Individual Coverage	15
CONTINUATION OF COVERAGE	
Life Benefit Waiver of Premium	16
Dependent Life Waiver of Premium	16
Family and Medical Leave Act Continuation	17
Standard Continuation	17
Life Conversion Privilege	17
Dependent Life Conversion Privilege	18
CLAIM PAYMENT PROVISIONS	
Claim Payment	20
GENERAL PROVISIONS	22

TCKSTC00400

JANUARY 1, 2003

SCHEDULE OF BENEFITS

(Applicable to the Basic Life and Basic Accidental Death and Dismemberment Benefits)

The Insurance Classes for each Benefit Section are as follows:

LIFE

A001- All Eligible Persons

ACCIDENTAL DEATH AND DISMEMBERMENT

A001- All Eligible Persons

The Benefits for the Insurance Classes are as follows:

LIFE BENEFIT SECTION

CLASS A001

\$15,000

ACCIDENTAL DEATH AND DISMEMBERMENT SECTION

CLASS A001

\$15,000

TCKSSB40003

SCHEDULE OF BENEFITS
(Applicable to the Optional Life and Optional Dependent Life Benefit)

The Insurance Classes for each Benefit Section are as follows:

OPTIONAL LIFE

A001- All Eligible Persons electing the Optional Life Benefit

OPTIONAL DEPENDENTS LIFE

A001- All Eligible Dependents electing the Optional Life Benefit

The Benefits for the Insurance Classes are as follows:

LIFE BENEFIT SECTION

CLASS A001

\$20,000 to \$500,000 in \$5,000 increments, not to exceed 5 times annual salary.

Benefit reduces to 65% of the amount shown above at age 70, to 50% of the amount shown above at age 75, to 35% of the amount shown at age 80, and to 25% of the amount shown at age 85.

Optional Life has a Suicide Exclusion for the first two years of Coverage.

Eligible Earnings: The Eligible Person’s regular salary or wages as last reported in writing by the Employer. Overtime, bonuses, commissions and other special pay are excluded from the calculation of Eligible Earnings.

OPTIONAL DEPENDENTS LIFE BENEFIT SECTION

CLASS A001

Spouse \$0.00 to \$250,000 in
\$10,000 increments

Benefit terminates at age 70. Spouse Life Benefit may not exceed 50% of Employee Life Amount.

Each Dependent Child less than 6 months of age..... \$1,000

Each Dependent Child, at least 6 months of age to age 19,
or to age 25 if a full time student..... \$1,000 to \$10,000

Optional Life has a Suicide Exclusion for the first two years of Coverage.

TCKSSB40003

LIFE BENEFIT

A Life Benefit will be paid in the event You die while covered by this Benefit. The amount of coverage is shown on the Schedule of Benefits by Insurance Class. Your Life Benefit reduces with advancing age, as shown below, and terminates at retirement:

Age	Benefit Level
65	65% of the original amount
70	50% of the original amount

TCXXLI40500

INSTALLMENT SETTLEMENT OPTION

The Life Benefit is usually paid in one sum. All or part of any such benefit may, instead, be paid to the beneficiary in equal monthly payments. You must make a written request for this option. Payments may not extend for more than a 10 year period. If the monthly payment will be less than \$25, this option may not be used.

The first payment is due upon Your death. Each payment shall include interest of at least 3.5% per year compound interest on the unpaid balance. The Table of Monthly Payments is based on such interest rate. Additional interest may be authorized by Our Board of Directors. Any additional interest will be paid to the beneficiary. Any monthly payments unpaid at the death of the beneficiary will be discounted at 3.5% per year compound interest and paid in a single sum. This sum will be paid to the estate of the beneficiary, unless You specify otherwise.

We may agree to any other settlement option requested during Your lifetime. If no option is in effect at Your death, We may agree upon a settlement option with the beneficiary. The option must be one that would have been available to You at the time of death.

Number of Years	Monthly Installments Per \$1,000 Payable Under this Option
1	\$ 84.65
2	\$ 43.05
3	\$ 29.19
4	\$ 22.27
5	\$ 18.12
6	\$ 15.35
7	\$ 13.38
8	\$ 11.70
9	\$ 10.75
10	\$ 9.83

TCXXLI41000

**PARTICIPATION AND DIVIDENDS
(if applicable)**

Our Board of Directors shall declare annually what portion of any divisible surplus accrues upon this Life Benefit as a dividend. Any dividends will be credited on the succeeding Policy Anniversary if such coverage remains in force. Employer may choose to have dividends:

- paid in cash; or
- applied toward premiums.

If no option is chosen at least 30 days before the date a dividend is to be credited, the dividend will be paid in cash. Any dividend paid or applied toward premium shall fully discharge Our liability for such dividend. A dividend paid or applied on an Employer's anniversary may exceed the Employer's cost for this coverage during the prior year. Employer shall apply any such excess for the benefit of the Covered Persons.

TCXXLI41500

ASSIGNABILITY

Your Life coverage and benefits are not assignable.

TCXXLI42000

ACCELERATED LIFE BENEFIT

If it is determined that You have a life expectancy of 6 months or less, a portion of Your Life Benefit may be received in advance of Your death.

Your Physician must state in writing that You have a life expectancy of 6 months or less. The prognosis must be confirmed by a Physician appointed by Us.

The amount available will be 25% of Your Life Benefit up to a maximum of \$35,000. You and any assignee or irrevocable beneficiary must give prior written approval of the accelerated benefit payment. The Life Benefit otherwise payable at the time of Your death will be reduced by the amount paid in advance.

The following is an example of payment of an Accelerated Life Benefit and the effect of the payment on the remaining amount of Life Insurance:

\$10,000	Original Life Benefit amount;
\$ 2,500	The Accelerated Life Benefit (25% of the original Life Benefit);
\$ 7,500	The amount of Life Insurance remaining after payment of the Accelerated Life Benefit. This is the amount of Life Insurance that will be paid to the beneficiary upon Your death provided coverage under this Certificate remains in effect.

The receipt of the Accelerated Life Benefit may be taxable. Assistance should be sought from a personal tax advisor.

Premium for Life coverage shall remain payable until the date of death as if an Accelerated Life Benefit had not been paid, unless waived under the Life Benefit Waiver of Premium provision.

TCXXLI43000

DEPENDENT LIFE BENEFIT

BENEFIT

A Life Benefit will be paid in the event a Dependent dies while covered by the Dependent Life Benefit. A Dependent may be covered by the benefit only while You are covered by the Life Benefit of this Certificate. The amount of coverage is shown on the Schedule of Benefits by Insurance Class.

ASSIGNABILITY

A Dependent's Life coverage and benefits are not assignable.
TCXXDL40500

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Benefits are payable for Your death, dismemberment and loss of sight due to Injury. The Principal Sum is set forth on the Schedule of Benefits by Insurance Class. Your Accidental Death and Dismemberment Benefit reduces with advancing age, as shown below, and terminates at retirement:

Age	Benefit Level
65	65% of the original amount
70	50% of the original amount

BENEFIT

We will pay benefits for any losses set forth in the Table of Losses which:

- result solely from Injury that occurs while Your coverage under this Benefit is in force; and
- occur within 90 days after the Injury causing the loss.

With regard to loss of hands and feet, loss means complete severance through or above the wrist or ankle joint. With regard to eyes, loss means entire and irrecoverable loss of sight.

TABLE OF LOSSES

Loss of Life	The Principal Sum
Loss of Both Hands.....	The Principal Sum
Loss of Both Feet	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Eye and One Foot	The Principal Sum
Loss of One Eye and One Hand	The Principal Sum
Loss of Sight of Both Eyes	The Principal Sum
Loss of One Hand	One-half the Principal Sum
Loss of One Foot.....	One-half the Principal Sum
Loss of Sight of One Eye	One-half the Principal Sum

The Table of Losses sets forth each loss for which all or a part of the Principal Sum is payable. The total amount payable for all injuries from any one accident shall not exceed the Principal Sum.

TCXXAD40500

ASSIGNABILITY

Your Accidental Death and Dismemberment coverage and benefits are not assignable.

TCXXAD41000

EXCLUSIONS

No benefits are paid for:

- intentionally self-inflicted Injury, while sane or insane;
- suicide or attempted suicide, while sane or insane;
- loss resulting from Your commission of, or attempt to commit, a felony;
- loss resulting from Your being engaged in an illegal occupation;
- Injury resulting from travel in any type of aircraft, except as a fare paying passenger in a commercial aircraft;
- war, or act of war, declared or undeclared;
- bodily or mental infirmity, disease, any type of hernia, or bacterial infections, except pyogenic infections which occur with and through an accidental cut or wound and infections resulting from accidental ingestion of poisonous food substances;
- medical or surgical treatment, except loss from surgery performed solely due to, and within 90 days of, a covered Injury;
- a loss to which a contributing cause is the use of any drug, narcotic or hallucinogen not prescribed for You by a Physician or not used in the manner prescribed by the Physician; or
- a loss resulting from occupational Injury.

TCXXAD20500

CONDITIONS OF INSURANCE

DEFINITIONS

Actively at Work (Active Work): Performing services for Employer, at the location at which such services are normally performed, for 30 or more hours per week earning W-2 wages from the Employer which are the equivalent of at least the Federal Minimum Wage.

TCXXCI00100

Contributory Coverage: Coverage for which You pay premium.

Covered Person: An Eligible Person or a Dependent whose coverage herein has become effective.

TCXXCI00500

Dependent: A person qualifies as a Dependent if he is Your:

- spouse;
- child under 19 years of age;
- child from his 19th birthday to his 25th birthday if he is a full time student at an educational institution;
- child who, because of a handicap condition that occurred before the attainment of the limiting age, is incapable of self-sustaining employment and is dependent on his parents or other care providers for lifetime care and supervision. All other requirements for Dependents must be met. We will require proof of incapacity and dependency. Such proof may be given at any time within 31 days after the date the limiting age is reached, and will not be required earlier than 60 days before the limiting age is reached. We may also request proof of continuing incapacity and dependency, but no more than once each Year after initial proof is given. If proof is not given within 60 days of a request, coverage for the Dependent will end 60 days after the request was made.

The term child refers to Your unmarried:

- natural child;
- step-child who resides in Your home for more than 6 months in a Year;
- adopted child, including a child being adopted by You, from the date the child is placed with You, or the time You are financially responsible for the child, if earlier; and
- child pursuant to a court issued qualified medical child support order.

Dependent does not include:

- a foster child;
- a child or spouse who permanently resides outside of the United States of America; or
- any person eligible for coverage as an Eligible Person.

TCXXCI00701

Eligible Earnings: The Eligible Person's regular salary or wages as last reported in writing by the Employer. Overtime, bonuses, commissions and other special pay are excluded from the calculation of Eligible Earnings.

TCXXCI00850

Eligible Person: A person who is eligible for Insurance as described in the Eligibility provision.

A person who permanently resides outside of the United States for more than 90 days per calendar year is not considered an Eligible Person.

TCXXCI00901

Eligibility Period: Specified period of Active Work for Employer which an Employee must complete before becoming eligible for coverage. The length of the Eligibility Period is chosen by Employer and may differ for each benefit section or Insurance Class. Refer to the Effective Date of Individual Coverage section to determine the date Your Insurance will start.

TCXXCI01301

Evidence of Insurability: Medical evidence, satisfactory to Us, that the person is insurable.

TCXXCI01500

Injury: Nonoccupational accidental damage to the body which causes a covered loss while the person is covered herein. Such damage must be the direct cause of the loss, independent of disease, bodily infirmity or other cause. A chewing Injury is not considered to be an accidental Injury.

TCXXCI01700

Insured: An Eligible Person whose coverage herein has become effective.

TCXXCI01900

Late Enrollee: An Eligible Person or Dependent who requests coverage more than 30 days after the date the person was first eligible to enroll.

TCXXCI02101

Leave of Absence: Any absence from Active Work granted by Employer. Leave of Absence does not include a medical leave.

TCXXCI02300

Noncontributory Coverage: Coverage for which You pay no premium.

TCXXCI02700

Nonoccupational: Not resulting from a person's particular work or occupation.

TCXXCI02900

Physician: A duly licensed Physician or surgeon who is acting within the scope of his license. Physician also includes any other licensed practitioner of the healing arts required to be recognized for benefit payment purposes under the law of the state in which You reside, provided such practitioner is acting within the scope of his license.

TCXXCI03300

Sickness: Nonoccupational illness or disease or Complications of Pregnancy which causes a covered loss while the person is covered herein; and congenital defects, birth abnormalities and prematurity of a covered newborn child.

TCXXCI03700

Year: The period from January 1st through December 31st of the same calendar Year.

TCXXCI03900

You, Your: An Eligible Person whose coverage herein has become effective.

TCXXCI04100

Note: All masculine pronouns in the Policy also include the feminine.

TCXXCI04300

EVIDENCE OF INSURABILITY REQUIREMENT - Applicable to Employees

Evidence of Insurability (E of I) must be furnished for Life and Accidental Death and Dismemberment coverage in excess of \$20,000. E of I must also be furnished if, in the aggregate, benefit amount increases will exceed \$25,000. The effective date of such coverage will be the first day of the month coinciding with or next following the date We approve such evidence.

Such evidence must be furnished to, and approved by, Us prior to each such increase.

TCXXCI40000

EVIDENCE OF INSURABILITY REQUIREMENT - Applicable to Dependents

Evidence of Insurability (E of I) must be furnished for Life coverage in excess of \$20,000 for Dependents under the age of 60; and \$10,000 for Dependents over age 60, but under age 70. E of I must also be furnished if, in the aggregate, benefit amount increases will exceed \$25,000. The effective date of such coverage will be the first day of the month coinciding with or next following the date We approve such evidence.

Such evidence must be furnished to, and approved by, Us prior to each such increase.

TCXXCI40000

ELIGIBILITY

Employer shall determine the Insurance Class of each employee. Eligible Persons are shown on the Application.

An Eligible Person who is within an Insurance Class on the Issue Date of the Policy shall be eligible for all coverages on the later of: Issue Date of the Policy; or, the date he completes the 2 month Eligibility Period.

An Eligible Person who starts work within an Insurance Class after the Issue Date of the Policy shall be eligible for all coverages on the date he completes the 2 month Eligibility Period.

An Insured whose Insurance Class is changed after the Effective Date of his coverage shall become eligible under the new Insurance Class on the first day of the month coinciding with or next following the date of the change.

A person who would otherwise be an Eligible Person, except that he is absent from work on the date he would be eligible for coverage, shall become eligible on the date he returns to Active Work and has completed the Eligibility Period, if any.

TCXXCI40901

Dependents of an Eligible Person who is in an Insurance Class which provides coverage for Dependents shall be eligible for coverage on the latest of the following dates:

- the date the Eligible Person is eligible for coverage; or
- the date the Eligible Person acquires the Dependent.

Except, a Dependent shall not be eligible for Dependent Life Insurance coverage until he is 10 days of age.

TCKSCI41300

ENROLLMENT FOR COVERAGE

An Eligible Person must apply for coverage, or a change in coverage, for himself and his Dependents, if any (except a decrease in amount due to a change in Insurance Class) within 30 days of the date he first becomes eligible. All applications must be made to Employer on a form approved by Us. Dependents may not become insured for Dependent coverage unless You are insured for employee coverage.

TCXXCI41900

EFFECTIVE DATE OF INDIVIDUAL COVERAGE

An Eligible Person must be Actively at Work for his coverage, any coverage on Dependents, or any increase in coverage, to become effective. If his Effective Date is a holiday or a day he is not scheduled to work, he shall be considered Actively at Work if he is not Disabled on such day and was at work on his last scheduled work day. If, due to Disability, Leave of Absence, temporary layoff, or other reason he is not at work on his Effective Date, his coverage shall be delayed until the first day he is Actively at Work. An Eligible Person is considered Actively at Work, if he is absent from work in accordance with the Family Medical Leave Act of 1993.

TCKSCI42100

Notwithstanding the above, a person's coverage shall become effective as follows:

- if he applies for coverage on or before the date he is eligible, his Effective Date shall be the first day of the month coinciding with or next following the date he becomes eligible;
- if he applies for coverage during the first 30 days after the date he is eligible, his Effective Date shall be the first day of the month coinciding with or next following the date he applies;
- if he applies for coverage more than 30 days after the date he is eligible, he is a Late Enrollee and must furnish Evidence of Insurability for Life and/or Accidental Death and Dismemberment Coverages. His Effective Date shall then be the first day of the month coinciding with or next following the date We accept the evidence as satisfactory.
- if he applies for coverage after prior termination due to unpaid premium or due to a prior request to terminate, he must furnish Evidence of Insurability. His Effective Date shall then be the first day of the month coinciding with or next following the date We accept the evidence as satisfactory.

TCXXCI42901

CHANGE IN INSURANCE CLASS

Your Employer shall notify You when Your Insurance Class changes. If Your Insurance Class changes, You may be eligible for a different amount of coverage.

For Noncontributory Coverage: The new amount shall become effective on the first day of the month coinciding with or next following the date of the change in Insurance Class.

For Contributory Coverage:

- any decrease in coverage will become effective on the date of the change in Insurance Class.
- You must apply for any increase in coverage for which You become eligible. The increased amount will become effective on the date of such increase.

TCXXCI43100

TERMINATION OF INDIVIDUAL COVERAGE

Your coverage under a benefit section shall terminate at the earliest of the following:

- at the start of the period for which You do not pay, when due, any required contributory premium;
- at the end of the period for which premium has been paid for You;
- on the date You become a member of any military, naval or air force on active duty;
- on the date any continuation of coverage ends;
- on the date Your Employer terminates coverage under a Benefit Section;
- on the date the Policy terminates;
- at the end of the month in which You are no longer in an Insurance Class shown on the Schedule of Benefits;
- on the date coverage is terminated for Your Insurance Class;
- at the end of the month in which Your Active Work terminates.

Dependent's coverage under a benefit section shall terminate at the earliest of the following:

- at the start of the period for which You do not pay, when due, any required contributory premium for the coverage;
- at the end of the period for which premium has been paid for the Dependent;
- on the date the Dependent becomes a member of any military, naval or air force on active duty;
- at the end of the month in which status as a Dependent ends;
- on the date Dependent's coverage terminates for the Insurance Class of the Dependent.

TCKSCI43301

RESUMPTION OF INDIVIDUAL COVERAGE

If Your coverage has terminated due to Leave of Absence or temporary layoff of not more than 3 months, You may resume coverage on the first day of the month coinciding with or next following the date You are again Actively at Work. Two additional conditions must also be met. You must otherwise be eligible for coverage and Your premium must be paid. If You are not at work, or are Disabled, on the date coverage would resume, the resumption of coverage will be delayed as provided in the Effective Date of Individual Coverage. If a Dependent is confined in a Hospital or unable to do his normal activities on the date coverage would resume, the resumption of his coverage will also be so delayed.

If You start Active Work after Leave of Absence or layoff of more than 3 months, You must apply in writing for coverage. You must also complete the Eligibility Period, if any. Coverage shall become effective as provided in the provision titled Effective Date of Individual Coverage.

TCXXCI43701

CONTINUATION OF COVERAGE

LIFE BENEFIT WAIVER OF PREMIUM

If You are Disabled Your Life Coverage may be continued without payment of premium as follows:

For the purposes of this provision You are Disabled if, due to Sickness or Injury, You are continuously unable to do any work for which You are, or become, qualified by reason of education, training or experience. Disability will not exist if You are doing any work for wage or profit. Disability must begin:

- before age 60;
- before retirement; and
- while You are covered by the Life Benefit.

Your premium will be waived for the period during which coverage is continued for Disability as shown below. Your coverage will remain in force as if premium were being paid.

If You incur Disability Your Life Coverage will continue for up to 1 Year. If You die during that Year, We will pay the Life Benefit upon receipt of due proof of such Disability and death.

If You incur Disability which is expected to continue for longer than 1 Year, Your life coverage will continue provided proof of permanent Disability is furnished to Us after 9 months and before 1 Year after the date Disability begins. Upon acceptance of such proof by Us, coverage will be extended for another Year. Additional 1 Year extensions of coverage will be made if You furnish Us, annually, proof of continuance of Disability. Such proof must be furnished within 3 months before the end of each 1 Year extension. The waiver of premium will end if any proof is not furnished within such time durations. If You die during continuation due to Disability, We will pay the Life Benefit upon receipt of due proof of death.

Written proof of death during Disability must be given within 1 Year after death. Otherwise, We will not be liable for the Benefit.

The amount which will be payable as a Life Benefit during Disability is the lesser of:

- the amount in force for You on Your last day of Active Work; or
- the amount that would be in force for You on the date of death were You not Disabled; or
- when You reach the age for normal retirement the amount available on retirement, if any.

Your waiver of premium ends at the earliest of the following:

- Your Disability ends;
- You do not take a medical examination required by Us;
- You fail to furnish proof of continuing Disability;
- You reach age 70 or the limiting age on the Schedule of Benefits, if earlier; or
- You retire, if no Benefits are provided for retirees, or any other date Your coverage would end if You were not disabled.

We have the right, at Our own expense, to require You to be examined by a Physician of Our choice while premium is being waived. This may be required at reasonable intervals. After coverage has been extended for 2 Years, We will not require examinations more than once a Year.

If You return to Active Work for Employer Your waiver of premium ends and Your regular coverage under this Life Benefit resumes. If Your Disability ends and You do not return to such work, You are entitled to Your rights under the Life Conversion Privilege.

TCXXCI44300

DEPENDENT LIFE WAIVER OF PREMIUM

Premiums will be waived for Dependent Life Benefit if the premium for Your Life Benefit is being waived. Any waiver under the Dependent Life Benefit:

- applies only to those Dependents covered at the time Your waiver starts;
- applies only to those Dependents who continue to be eligible for this Dependents Life Benefit; and
- is in effect only while Employer's coverage under this benefit section is in force.

TCXXCI44500

FAMILY AND MEDICAL LEAVE ACT CONTINUATION

This provision applies if Your Employer is subject to the provisions of the Family and Medical Leave Act of 1993, as amended.

If You are on Leave of Absence from work with Employer under the FMLA, coverage may be continued as if You were Active at Work.

FMLA Continuation will end on the earliest of:

- the end of any 12 weeks which occur within 12 months of the date Your FMLA absence began;
- the end of the period for which premium is paid;
- the date Employer terminates coverage with Us for any reason; or
- the date the Policy terminates.

TCXXCI44700

STANDARD CONTINUATION

Your Employer may, at his option, choose to continue Life and Accidental Death and Dismemberment coverage for You and Your Dependents, if Your Active Work has ended due to:

- change to part-time status;
- approved Leave of Absence;
- temporary layoff; or
- Disability leave.

Your Employer must:

- act without individual selection between Covered Persons; and
- continue making premium payments for those Covered Persons.

The amount of Life and Accidental Death and Dismemberment coverage that may be continued shall be the lesser of:

- the amount in force on Your last day of Active Work;
- the amount that would be in force if You were Actively at Work;
- when You reach normal retirement age, the amount available on retirement, if any.

Standard Continuation will end on the earliest of:

- the end of the period for which premium is paid;
- the end of a 3 month period which began on the date Your Active Work terminated;
- as to any Dependent, the end of the month in which the Dependent ceases to qualify as a Dependent;
- the date Employer terminates coverage with Us for any reason; or
- the date the Policy terminates.

TCXXCI45100

LIFE CONVERSION PRIVILEGE

Your Life Benefit may be converted to an individual life insurance policy if coverage ends because:

- Your employment terminates;
- Your waiver of premium under the Life Benefit waiver of premium provision ends; or
- any continuation of coverage ends and You do not return to Active Work for Employer.

Under the circumstances cited above the individual policy will provide a benefit equal to that provided for You under the Life Benefit on the date Your coverage ended.

If You have had continuous coverage under the Life Benefit section, and any it replaces, for at least 5 Years, conversion may also be made if:

- Your Insurance Class terminates; or
- Your Employer terminates Life coverage with Us.

Under these circumstances the individual policy benefit will be the lesser of:

- \$2,000; or
- the amount in force for You at termination reduced by any amount for which You become eligible, within 31 days after termination, under any group Life coverage issued by Us or any other insurer.

Conversion may also be made if Your coverage reduces due to a change in Insurance Class or attainment of a specified age. The individual policy will not provide a benefit greater than the amount of the reduction.

You will be given notice of the right to convert at least 15 days before the end of the 31 day period allowed for conversion. If such notice is not given within the time required, You shall have an additional period of time to apply for conversion. This extra period of time will be 15 days after notice is given, but not longer than 60 days after the 31 days otherwise allowed for conversion.

The individual policy will be issued as follows:

- it will be any form of life insurance policy, except term insurance or a policy with Disability benefits, We then have available for conversion;
- Evidence of Insurability will not be required;
- the premium for the individual policy will be based on Your age at the time of conversion, and the form and amount of coverage provided;
- the individual policy will take effect at the end of the 31 day period for conversion;
- the individual policy shall be in place of all coverage under the Life Benefit Section.

You must take the following steps to convert:

- make written application to Us at Our Home Office within 31 days after the date coverage under the Life Benefit section ends;
- pay, within such 31 days, the first premium for the individual policy.

You have coverage during the 31 day period for conversion. The amount of such coverage is the amount that can be converted. This amount will be paid as a Life Benefit if You die during this 31 day period. Application for conversion need not have been made. If application had been made, any premium paid for the individual policy will be refunded.

TCXXCI45700

DEPENDENT LIFE CONVERSION PRIVILEGE

Conversion to an individual life insurance policy may be made for a Dependent covered by the Dependent Life Benefit if:

- Your employment terminates;
- the person is no longer a Dependent as defined above; or
- You die while coverage is in force for the Dependent.

Under the circumstances cited above, the individual policy will not provide a benefit greater than that provided for the Dependent under the Dependent Life Benefit on the date such coverage ended.

If Your Dependent has had continuous coverage under the Dependents Life Benefit, and any it replaces, for at least 5 Years, conversion may also be made if:

- the Insurance Class of the Dependent terminates; or
- Your Employer terminates Life coverage with Us.

Under these circumstances the individual policy will be the lesser of:

- \$2,000; or
- the amount in force for the Dependent at termination reduced by any amount for which he becomes eligible, within 31 days after termination, under any group Life coverage issued by Us or any other insurer.

Conversion may also be made if a Dependent's coverage reduces due to a change in Insurance Class. The individual policy will not provide a benefit greater than the amount of the reduction.

The new policy will be issued as follows:

- it will be any type of life insurance policy, except term insurance or a policy with Disability benefits, We then have available for conversion;
- Evidence of Insurability will not be required;
- the premium for the individual policy will be based on the age of the Dependent at the time of conversion, and the form and amount of coverage provided;
- the individual policy will take effect at the end of the 31 day period for conversion; and
- the individual policy shall be in place of all coverage under the Dependent Life Benefit section.

You or Your Dependent must take the following steps to convert:

- make written application to Us at Our Home Office within 31 days after the date coverage under the Dependent Life Benefit Section ends; and
- pay, within such 31 days, the first premium for the individual policy.

A Dependent has coverage during the 31 day period for conversion. The amount of such coverage is the amount that can be converted. This amount will be paid as a Dependent Life Benefit if the Dependent dies during this 31 day period. Application for conversion need not have been made. If application had been made, any premium paid for the individual policy will be refunded.

TCXXCI45900

CLAIM PAYMENT PROVISIONS

CLAIM PAYMENT

Life Benefits

Benefits will be paid when We receive due proof of death. Benefits will be paid to the beneficiary. You will be the beneficiary for any Dependent Life Benefits. You may designate, on a form approved by Us, the beneficiary for Your Life Benefit. If there are two or more beneficiaries, You may specify their respective shares. Otherwise, they will share equally. If a beneficiary dies before You, his beneficiary interest ends unless You have made written request to the contrary. If there is no designated beneficiary, or if no beneficiary survives, benefits will be paid to the first of the following beneficiary classes in which there is a surviving person:

- Your spouse;
- Your children;
- Your parents;
- Your brothers and sisters;
- Your executors or administrators.

We may require affidavits or statements We deem necessary in making payment under this provision. Our decision from such information will be final. We may, at Our option, first pay up to \$500 of any benefits to any person We deem to be entitled thereto by reason of having Incurred funeral or other expenses related to the last illness or death of the person insured.

Accidental Death and Dismemberment Benefits

Benefits will be paid to You, if living, otherwise to Your beneficiary. Benefits will be paid when We receive due proof of loss. If there is no designated beneficiary, or no beneficiary survives, benefits will be paid either to Your estate or, at Our option, as shown in the Facility of Payment provision.

Beneficiary Designation - Prior Group Insurers

This provision applies if this Certificate replaces coverage of another insurer. We may, at the request of Employer, recognize beneficiaries in effect under such prior coverage as effective until a new designation is made.

Change of Beneficiary

You may change the beneficiary at any time. The consent of the beneficiary is not required. Notice must be given to Us in writing on a form approved by Us. The new beneficiary designation will take effect on the date the notice is signed by You. We are discharged of Our liability to the extent of any payment made by Us before notice of the change is received at Our Home Office.

TCXXCP41001

Payment Error

Any benefit paid in error may be recovered from the person receiving the incorrect payment or from You. At Our option, We may offset the overpayment against future benefit payments. The acceptance of premium or paying other benefits shall not constitute a waiver of Our rights under this section. Recovery or offset shall be in addition to any other remedy available to Us at law or in equity.

TCXXCP41500

Fraudulent Claim Submission

If any Covered Person knowingly submits or participates in the submission of a claim for benefits which contains false or misleading information that would have the effect of increasing the benefit payable, We shall have the right to revoke that person's coverage to the date the fraud was perpetrated. Such rescission is without prejudice to any other right or remedy which might be available to Us at law or in equity.

Facility of Payment

If benefits are payable to Your estate, We can pay up to \$1,000 of benefits to someone related to You by blood or marriage whom We deem to be entitled to the Benefits. If You, while living, are physically, mentally, or otherwise incapable of giving a valid release for any payment, We can pay up to \$1,000 of benefits to someone related to You by blood or marriage, or to any person or institution which has assumed financial responsibility for Your affairs.

TCXXCP42001

GENERAL PROVISIONS

INCONTESTABILITY/TIME LIMIT ON CERTAIN DEFENSES

All statements made by Employer or by a Covered Person are representations and not warranties. No such statement shall be used to contest the validity of coverage or reduce benefits unless it is in writing, signed by Employer or by the Covered Person. A copy of such statement, if contested, will be furnished to Employer, or the Covered Person or his beneficiary, whichever applies.

After coverage has been in force during a person's lifetime for one year from his effective date:

- any Life coverage for such person will be incontestable except as related to eligibility or nonpayment of contributory premium.
- for coverage other than Life: only fraudulent misstatements in his application or enrollment form may be used to void his coverage except as otherwise provided in the Fraudulent Claim Submission provision.

TCXXGP40500

RECORDS, PHYSICAL EXAMINATIONS, AND AUTOPSY

With written authorization, We may obtain a Covered Person's medical records. While a claim is pending, We have the right to have a Covered Person examined. The exam will be at Our expense and as often as reasonably necessary. We may also have an autopsy performed where allowed by law.

We have the right to require the Covered Person to provide Us information in addition to the proof of loss to determine benefits payable. Any cost associated with providing this information is the responsibility of the Covered Person.

LEGAL ACTION

No legal action may be brought to recover on this Certificate within 60 days after written proof of loss has been given as required herein. No such action may be brought after 5 years from the time written proof is required to be given.

CLERICAL ERROR

If a Clerical Error is made so that an otherwise Eligible Person's coverage does not become effective, coverage may be in effect if:

- the error is reported to Us within 60 days of the date the person's coverage would otherwise be effective;
- the person makes a written request for coverage on a form We approve; and
- any premium not paid because of the error is paid in full from the effective date of coverage.

If the error is reported to Us more than 60 days after the date the person's coverage would otherwise be effective:

- he must furnish evidence satisfactory to Us that he is insurable; and
- coverage shall become effective as provided in the provision Effective Date of Individual Coverage.

Clerical Error shall not prohibit Us from voiding coverage of a person not eligible. This includes errors in enrolling, recording or reporting for coverage purposes. Refund of premium paid for a non-Eligible Person will be limited to the premium paid for the 60 days immediately prior to the date the error is reported to Us. Interest will not be paid on returned premium. Employer shall reimburse Us for any claim overpayment made as a result of a Clerical Error. Any premium refund or credit due may, at Our option, be reduced by any payment made for claims.

TCKSGP41001

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