



UnitedHealthcare®

**GROUP TERM LIFE, AND BASIC
ACCIDENTAL DEATH AND DISMEMBERMENT
INSURANCE
CERTIFICATE OF COVERAGE**

**FOR
NOBLE INC.**

**POLICY NUMBER: 372737
EFFECTIVE DATE: January 1, 2025**

UnitedHealthcare Insurance Company

Home Office: 185 Asylum Street, Hartford, Connecticut 06103-3408
Administrative Office: 9900 Bren Road East, Minnetonka, MN 55343
www.uhc.com

CERTIFICATE OF COVERAGE

Policyholder: Noble Inc.
Policy Effective Date: January 1, 2025
Policy Anniversary Date: January 1 of each year
Policy Number: 372737
Beneficiary: As on file with the Administrator

UnitedHealthcare Insurance Company (We, Our, Us or the Company), has issued the Policy to the Policyholder shown above.

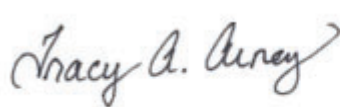
This Certificate replaces any other Certificate previously issued and is incorporated in and made part of the Policy on the Effective Date shown in the Policy's Incorporation Provision.

Read Your Certificate Carefully. If You have questions or need information about Your insurance, call 1-866-615-8727.

Capitalization in this Certificate: Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term or a specific provision herein.

Time Periods: All periods begin and end at 12:01 A.M., standard time, at the Policyholder's address.

Signed for the Company by:



Tracy A. Arney, Secretary



Jessica Paik, President

Insurance Products: Group Term Life Insurance and Accidental Death and Dismemberment Insurance

Non-Participating (no dividends paid)

Noninsurance Benefits: Noninsurance benefits are not part of Your Certificate and do not modify Your insurance benefits. We may offer or arrange for various entities or vendors to offer benefits or other considerations to You for the purpose of promoting Your general health and well-being. Noninsurance benefits may be modified or terminated at any time. Such modification or termination may be made based on availability of services or other reasons at Our discretion or at the discretion of the insurer or entity providing such services.

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SCHEDULE OF BENEFITS

Policyholder: Noble Inc.

Description of Eligible Class(es): Employees of the Policyholder who are Actively at Work and who are in an Eligible Class:

Full-time Employees working at least 30 hours per week

Employee Waiting Period: the first day of the month following the date the Employee completes 30 days of continuous employment with the Policyholder, subject to the requirements shown in the Eligibility provision.

Dependent Child Maximum Age: 26 years

Insurance Funding Information:

Contributory Insurance:

- Supplemental Life Insurance – You pay the entire premium
- Supplemental Dependent Life Insurance – You pay the entire premium

Non-Contributory Insurance:

- Basic Life, Accidental Death and Dismemberment Insurance - Your Employer pays the entire premium

Premium Rate Change: Your premium may change on any premium due date if rates for Your Class are changed under the Policy.

Your Benefits and Benefit Amounts are those which You elect at the time You Enroll

<u>Your Insurance Benefits</u>	<u>Benefit Information</u>
Basic Life Insurance Benefit	Benefit Amount: \$One times Annual Earnings, rounded to the next higher \$1,000 Maximum Benefit Amount: \$250,000 Guaranteed Issue Amount: \$250,000
Supplemental Life Insurance Benefit	Benefit Amount: \$250,000, in increments of \$1,000, up to 1 times Annual Earnings Guaranteed Issue Amount: Any amount in excess of the lesser of 1 times Annual Earnings or \$250,000.
Basic Accidental Death and Dismemberment Benefit	Issued on a 24 hour basis Benefit Amount: One times Annual Earnings Maximum Benefit Amount: \$250,000
Waiver of Premium Benefit	Applicable to Basic and Supplemental Life Insurance

SCHEDULE OF BENEFITS

<u>Your Dependent Insurance Benefits</u>	<u>Benefit Information</u>
Supplemental Life Insurance Benefit	Spouse: \$10,000, up to 50% of the Employee's Supplemental Life Insurance Benefit Amount Guaranteed Issue Amount: \$10,000 Children: • 14 days to 26 years: \$5,000, up to 50% of the Employee's Supplemental Life Insurance Benefit Amount Guaranteed Issue Amount: \$5,000
<u>Additional Life Insurance Benefits</u>	<u>Benefit Information</u>
Accelerated Death Benefit	Employee: Up to 50% of combined Basic and Supplemental Life Insurance Maximum Benefit Amount: \$250,000 Spouse: Up to 50% of Supplemental Life Insurance Maximum Benefit Amount: \$5,000
Portability	Employee: Applicable to Supplemental Life Insurance Minimum Benefit Amount: \$10,000 Maximum Benefit Amount: the lesser of Your insurance under the Policy or \$750,000 for all insurance amounts combined Spouse: Applicable to Supplemental Life Insurance Maximum Benefit Amount: the lesser of Your Spouse's insurance under the Policy or \$375,000
Repatriation Benefit – Life	The lesser of actual expenses incurred, or \$25,000
<u>Additional Accidental Death and Dismemberment Benefits</u>	<u>Benefit Information</u>
Seat Belt Benefit	10% of the Basic Accidental Death and Dismemberment Benefit Amount Maximum Benefit Amount: \$10,000
Seat Belt and Airbag Benefit	10% of the Basic Accidental Death and Dismemberment Benefit Amount Maximum Benefit Amount: \$20,000

SCHEDULE OF BENEFITS (continued)

Reduction in Basic and Supplemental Insurance Due to Age

We will reduce the Basic and Supplemental Life Insurance Benefit Amount and Basic Accidental Death and Dismemberment Benefit Amount for You to 65% at age 65 and to 45% at age 70 and to 30% at age 75 and to 20% at age 80 and will terminate at Your retirement or as stated in the Covered Person Termination of Insurance, whichever occurs first. These percentages will apply to the current amount of insurance. The reductions will be effective on the Policy Anniversary Date on or next following the month in which Your birthday occurs.

These reductions will also apply if, after reaching age 65:

1. You first become insured under the Policy; or
2. Your insurance increases.

Elective insurance increases will not be allowed if reductions have begun.

Reduction in Spouse's Insurance Due to Employee's Age

We will reduce the Supplemental Life Insurance Benefit Amount for Your Spouse to 65% at Your age 65 and to 45% at Your age 70 and to 30% at Your age 75 and to 20% at Your age 80 and will terminate at Your retirement or as stated in the Covered Person Termination of Insurance (or Dependent Termination of Insurance if applicable), whichever occurs first. These percentages will apply to the current amount of insurance. The reductions will be effective on the Policy Anniversary Date on or next following the month in which Your birthday occurs.

These reductions will also apply if, after Your Spouse reaches age 65:

1. the Spouse first becomes insured under the Policy; or
2. the Spouse's insurance increases.

Elective insurance increases will not be allowed if reductions have begun.

DEFINITIONS

Active Work or Actively at Work means You are performing all the regular duties of Your occupation:

1. at Your usual place of employment or any other business location where You are required to travel;
2. for the entire normal workday; and
3. for at least the minimum number of hours per week, as shown in the Description of Eligible Class(es) in the Schedule of Benefits.

You or Your Employer must provide Us satisfactory documentation that You are Actively at Work in accordance with the Proof of Claim provision.

Unless You are disabled or terminate Your employment on the prior workday or on a day of absence, We will consider You to be Actively at Work on the following days:

1. a Saturday, Sunday or holiday which is not a scheduled workday;
2. a paid vacation day, or other scheduled or unscheduled non-workday; or
3. an approved or emergency leave of absence (except medical leave).

Annual Earnings means the earnings You receive from Your Employer each year for the year ending prior to the Policy Anniversary Date. It does not include commissions, bonuses, overtime pay and other extra compensation.

Any change to Annual Earnings that changes Your Benefit Amount is subject to the Effective Date of Change in Amount of Insurance provision.

Certificate or Certificate of Coverage means this document, which describes the benefits, terms, conditions, limitations and exclusions provided by the Policy. If there is a conflict between the Policy and the Certificate, the Policy will control.

Change in Status means any of the following changes:

1. a change in marital status (marriage, divorce, legal separation, annulment);
2. a change in the number of Your dependents for tax purposes (birth, legal adoption of a child, placement of a child for adoption, or death of a dependent);
3. certain changes in employment status that affect Your or Your Dependent's benefit eligibility, such as termination of employment, a strike or lockout, the start of or return from an unpaid leave of absence, a change in worksite, a change in work schedule (between full-time and part-time work, decrease or increase in hours);
4. a significant increase in the cost of insurance or a significant reduction of insurance under Your other insurance or Your spouse's insurance; or
5. the addition, elimination, or significant reduction, of an insurance option.

Child means Your Dependent Child who is under the Dependent Child Maximum Age shown in the Schedule of Benefits and who is:

1. a natural Child;
2. a stepchild, legally adopted Child or Child placed for adoption;
3. a Child for whom legal guardianship has been awarded to You or Your spouse; or
4. a foster Child, or any other Child who lives with You in a regular parent-child relationship, provided You claim such Child as a Dependent on Your most recent federal income tax return.

The Child will cease to be an eligible Dependent on the last day of the month following the date the Child reaches the Dependent Child Maximum Age unless the Child is an Incapacitated Child.

Contributory Insurance means insurance which You have elected and for which You have agreed to make the required premium contributions.

Covered Person means the Employee insured under the Policy and to whom this Certificate is issued.

DEFINITIONS (continued)

Dependent means Your Spouse and Your Child. A Dependent must be a citizen or legal resident of the United States of America, Puerto Rico, Guam or any other locations where We may legally provide such insurance. No one can be insured as a Dependent of more than one Covered Person.

Domestic Partner means a person of the opposite or same sex with whom You have established a domestic partnership which meets one of the following two rules:

1. they must live in a state or other locality that provides a registration process for domestic partnerships (which include but are not limited to civil unions, civil registrations and marriages for same-sex domestic partnerships); and the partnership has been registered; or
2. the relationship satisfies all of the following requirements:
 - a. they have lived together in an exclusive relationship for at least one year, and intend to keep doing so for a long-lasting and indefinite time period;
 - b. they share financial responsibility or your partner is financially dependent on you;
 - c. they are not legally barred from entering into a marriage relationship for reasons of an existing marriage, age, mental competency or blood relationship;
 - d. neither of them are in a domestic partnership or marriage with anyone else;
 - e. they have not entered into a domestic partnership solely for the purpose of obtaining benefits; and
 - f. neither of them have notified Us that the domestic partnership has been terminated.

Employee means a person who works for the Employer on a regular basis:

1. in the normal business of the Employer;
2. is paid for services by the Employer;
3. who resides in the United States, its territories and protectorates; and
4. is Actively at Work for the Employer, or any subsidiary or affiliate insured under the Policy.

Employee does not include temporary, leased or seasonal Employees.

No director or officer of an Employer will be considered an Employee unless they work directly for and receive a salary, from the Employer.

Employer means the Policyholder and:

1. may also include any division, subsidiary, or affiliated company named in the Schedule of Benefits; and
2. does not include any employer who is not the Policyholder.

Enrollment Period means a period of time, determined by the Employer and Us, as described below:

1. **Initial Enrollment Period:** the period during which You may first enroll for insurance;
2. **Re-Enrollment Period:** the period during which You may enroll after You have let Your insurance end;
3. **Annual Enrollment Period:** the period of time before each Policy Anniversary Date, during which You may enroll for insurance or change Your insurance;
4. **Open Enrollment Period:** the period during which You may enroll for insurance or change Your insurance;
or
5. **Modified Open Enrollment Period:** the period during which You may increase Your amount of insurance by one unit/increment.

Evidence of Insurability means specific information about You and Your Dependent which You provide to Us when applying for insurance. That information includes

1. a completed and signed application;
2. a medical examination if requested;
3. an Attending Physician's Statement if requested; and
4. any additional information We may require.

Guaranteed Issue Amount means the amount of Life Insurance for which we do not require Evidence of Insurability. The Guaranteed Issue Amount is shown in the Schedule of Benefits.

DEFINITIONS (continued)

Hospital means an institution which:

1. operates pursuant to law;
2. primarily and continuously provides medical care and Treatment of sick and injured persons on an inpatient basis;
3. operates facilities for medical and surgical diagnosis and Treatment by or under the supervision of a staff of legally qualified Physicians;
4. provides 24 hour a day nursing service by or under the supervision of registered graduate nurses (R.N.s); and
5. is located within the United States or its territories and protectorates and is approved by the Joint Commission on the Accreditation of Hospitals (JCAH).

Hospital does not mean any institution or part thereof which is used primarily as:

1. a nursing home, convalescent home or skilled nursing facility;
2. a rehabilitation center;
3. a place for rest, custodial care, or for the aged; or
4. a clinic.

Immediate Family means Your spouse or domestic partner, child, parent or sibling; or Your spouse's or domestic partner's child, parent or sibling.

Incapacitated Child means a Child who is:

1. insured under the Policy on the date that they reach the Dependent Child Maximum Age;
2. physically or mentally disabled;
3. unmarried;
4. financially dependent upon You; and
5. meets the conditions stated in the Continuation of an Incapacitated Child provision.

Injury means bodily injury, which occurs as the result of an accident while insured under the Policy. The Injury must be the direct cause of the loss, independent of disease, bodily infirmity or any other cause.

Intoxicated or Intoxication means being under the influence as defined by applicable state law as determined by:

1. the blood alcohol content; or
2. the results of other means of testing blood alcohol content or the content of other substances.

Non-Contributory Insurance means insurance which You do not have to elect nor make any premium contributions.

Physician means a person who is:

1. a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
2. licensed to practice in the jurisdiction where care is being given; and
3. practicing within the scope of that license.

The term Physician does not include You or members of Your Immediate Family.

Policy means the legal contract between the Policyholder and Us. It may be changed or discontinued without Your or Your Beneficiary's consent. The Policy may be inspected at the office of the Policyholder.

Prior Group Plan means the Life and AD&D group insurance policy carried by the Employer on the day before the Policy's Effective Date.

Sickness means an illness, disease, pregnancy or complication of pregnancy.

Spouse means Your Spouse who:

1. is lawfully married to You; and
2. is not legally separated or divorced from You.

Spouse will also mean Your Domestic Partner.

DEFINITIONS (continued)

Treatment means any consultation, advice, tests, attendance or observation, supplies or equipment, including prescriptions or the use of prescription drugs or medications.

Vocational Rehabilitation Consultant means someone who specializes in the areas of:

1. vocational rehabilitation;
2. vocational and occupation availability in the current labor market; and
3. skills that are needed to perform specific occupations.

The term Vocational Rehabilitation Consultant does not include You or members of Your Immediate Family.

We, Our, Us or the Company means UnitedHealthcare Insurance Company, and its administrators and representatives.

You or Your means the Employee insured under the Policy and to whom this Certificate is issued.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Covered Person Eligibility: You will become eligible for insurance on the latest of:

1. the Effective Date of the Policy ;
2. the date You complete the required Employee Waiting Period shown in the Schedule of Benefits;
3. the date the Policy is changed to include Your Class; or
4. the date You enter a Class eligible for insurance, as shown in the Schedule of Benefits.

Dependent Eligibility: Dependents are eligible for insurance on the latest of the following dates:

1. the date a person becomes a Dependent;
2. the date You become eligible for Dependent insurance; or
3. the date Your Class becomes eligible for Dependent insurance under the Policy.

Your Dependents will not be eligible for Dependent insurance if they:

1. are eligible for insurance under the Policy as a Covered Person ; or
2. are a member of the armed forces on active duty, except for duty of 30 days or less for training in the Reserves or National Guard.

Dependents will not be insured until You are insured.

Enrolling for Your Insurance and Your Dependent's Insurance Under the Policy:

For Non-Contributory Insurance: Your Employer will automatically enroll You and Your Dependents.

For Contributory Insurance: You must complete Your Employer's enrollment process for You and Your Dependents. If You do not enroll for Your insurance and/or Your Dependent's insurance within 31 days after becoming eligible under the Policy, You may enroll only:

1. during an Annual Enrollment Period; or
2. within 31 days of the date You have a Change in Status.

Enrollment for Your or Your Dependent's Life Insurance may be subject to the Evidence of Insurability Requirements provision.

If You elect Basic and Supplemental Life for the first time or request an increase up to the Guaranteed Issue amount, the election may be subject to the Evidence of Insurability Requirements provision.

During an Annual Enrollment Period, if You do not request changes or re-enroll for insurance, You will continue to be insured for the same insurance amount.

Covered Person Effective Date of Insurance:

If Your insurance is Non-Contributory and Evidence of Insurability is not required, Your insurance will start on the date You become eligible for insurance, regardless of when You apply.

If Your insurance is Contributory, and Evidence of Insurability is not required, Your insurance will start on the latest of:

1. the date You become eligible, if You enroll on or before that date;
2. the first day of the month on or next following the last day of the Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
3. the date You enroll, if You do so within 31 days from the date You are eligible or have a Change in Status.

Any insurance for which Evidence of Insurability is required, will become effective on the later of:

1. the date You become eligible; or
2. the date We approve Your Evidence of Insurability, as stated in Your notification.

All Effective Dates of insurance are subject to the Deferred Effective Date provision.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS (continued)

Dependent Effective Date of Insurance:

If Dependent insurance is Non-Contributory and Evidence of Insurability is not required, insurance will start on the date Your Dependent becomes eligible, regardless of when You apply for Your Dependent's insurance.

If Dependent insurance is Contributory and Evidence of Insurability is not required, insurance will start on the latest of:

1. the date Your Dependent became eligible, if You enroll Your Dependent on or before that date; or
2. the date You enroll Your Dependent, if You do so within 31 days from the date Your Dependent is eligible or You have a Change in Status.

Any insurance for which Evidence of Insurability is required, will become effective on the later of:

1. the date Your Dependent becomes eligible; or
2. the date We approve Your Dependent's Evidence of Insurability, as stated in Your Dependent's notification.

All Effective Dates of insurance are subject to the Deferred Effective Date provision.

Deferred Effective Date:

If You are not Actively at Work on the date Your insurance is scheduled to take effect, it will take effect on the date You return to Active Work. If Your insurance is scheduled to take effect on a non-working day, Your Actively at Work status will be based on the last working day before the scheduled Effective Date of Your insurance.

Your Dependent's insurance, (other than for a newborn child) will not take effect on any day they are confined in a Hospital. Insurance will take effect on the day following Your Dependent's discharge from the Hospital.

Evidence of Insurability Requirements:

Evidence of Insurability is required, at Your expense, for Your Insurance if You:

1. apply more than 31 days after the date You:
 - a. first became eligible for insurance; or
 - b. have a Change in Status;unless You apply during an Annual Enrollment Period;
2. apply for an amount that is:
 - a. more than the Guaranteed Issue Amount; or
 - b. an increase in Your insurance by more than 1 level of insurance during an Annual Enrollment Period;
3. apply after You had previously terminated Your insurance while in an Eligible Class, unless You apply due to a Change in Status;
4. apply for insurance and Your Employer has less than 2 Employees; or
5. are under the Waiver of Premium Benefit and return to Active Work for less than 10 days and apply to increase Your Life Insurance.

Evidence of Insurability is required, at Your expense, if You are applying for Insurance for Your Spouse and You:

1. do not apply within 31 days:
 - a. after the date Your Spouse first became eligible; or
 - b. after a Change in Status.
2. apply for an amount that is:
 - a. more than Your Spouse's Guaranteed Issue Amount; or
 - b. an increase in Your Spouse's insurance by more than 1 level of insurance.

You must use forms provided by Us when providing Evidence of Insurability.

Once approved, We may require Evidence of Insurability again if Your amount of Insurance is greater than the Guaranteed Issue Amount and:

1. would increase:
 - a. solely because Your Annual Earnings increased more than \$25,000; or
 - b. by more than 25%; and
2. it has been more than 3 years since Your Evidence of Insurability was last approved.

Evidence of Insurability must be approved by Us in writing for insurance to become effective. Evidence of Insurability is not required for Your Dependent Children.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS (continued)

Effective Date of Change in Amount of Insurance: If there is a decrease in the amount of Your or Your Dependent's insurance, the decrease will take effect on the Policy Anniversary Date on or next following the date of the decrease.

If there is an increase in the amount of Your or Your Dependent's insurance, made during an Annual Enrollment Period, it will be effective on the later of:

1. the date of enrollment;
2. the next Policy Anniversary Date; or
3. the date We approve Your or Your Spouse's Evidence of Insurability, if required.

A change in insurance due to a Change in Status will be effective on the later of:

1. the date of the Change in Status, if You apply within 31 days after the date of the Change in Status; or
2. the date We approve Your Evidence of Insurability, if required.

A change in insurance that is made other than during an Annual Enrollment Period will be effective on the Policy Anniversary Date on or next following the date We approve Your or Your Spouse's Evidence of Insurability.

Once insurance begins, any increase in or addition to insurance will be effective immediately or on the date We approve any required Evidence of Insurability.

Any increase in or addition to insurance for You or Your Dependents will be subject to the Deferred Effective Date.

Continuity of Your Insurance Under a Prior Group Plan:

We will waive the Deferred Effective Date requirement for Your initial insurance under the Policy if:

1. On the day before the Policy Effective Date:
 - a. You were insured under the Prior Group Plan;
 - b. premium for Your insurance under the Prior Group Plan was not being waived due to a waiver of premium provision or You were not eligible under the Prior Group Plan to have premiums waived under a waiver of premium provision; and
 - c. You are not receiving or eligible to receive benefits under the Prior Group Plan; and
2. On the Policy Effective Date You:
 - a. are not Actively at Work; and
 - b. are eligible for insurance except for meeting the Actively at Work requirement.

The benefit amounts and limitations prior to Your return to Active Work will be the same as the benefits under the Prior Group Plan.

We will reduce the amount We pay under the Policy by any benefits still payable under the Prior Group Plan. When You return to Active Work, You will be eligible for the insurance amounts and provisions of the Policy.

Insurance provided pursuant to this provision will not extend beyond the earliest of the following dates:

1. the date Your insurance would end for any reason shown under Covered Person Termination of Insurance provision;
2. the date Your insurance would have ended under the Prior Group Plan had it remained in force; or
3. the last day of a period of 12 consecutive months after the Policy Effective Date.

Any premium received by Us will be refunded:

1. if We determine You are not eligible for waiver of the Deferred Effective Date based on the requirements provided pursuant to this provision; or
2. if receipt of such premium is beyond the termination period stated above for insurance continued pursuant to this provision.

We will waive the Deferred Effective Date requirement for Your Dependents' initial insurance under the Policy if, on the Policy Effective Date Your Dependents were insured under the Prior Group Plan.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS (continued)

Covered Person Termination of Insurance: Your insurance will terminate on the earliest of the following dates:

1. the last day of the period the required premium is due but not paid, subject to the Grace Period provision;
2. the date You cease to be a member of a class eligible for insurance;
3. the date the Policy terminates, or a specific benefit terminates;
4. the date You are no longer Actively at Work due to a total disability, unless insurance is continued in accordance with the Waiver of Premium Benefit; or
5. the date You are no longer Actively at Work for any other reason, unless insurance is continued in accordance with the Continuation of Insurance Provisions.

Dependent Termination of Insurance: Your Dependent's insurance will terminate on the earliest of the following dates:

1. the date Your insurance ends;
2. the date Your Dependent no longer meets the definition of Dependent;
3. the date You are no longer eligible for Dependent insurance;
4. the last day of the period the required premium is due but not paid, subject to the Grace Period;
5. the date Your Dependent becomes a member of the armed forces on active duty, except for duty of 30 days or less for training in the Reserves or National Guard; or
6. the date Your Life Insurance premiums are waived under the Waiver of Premium Benefit; or
7. the date the Policy terminates, or a specific benefit terminates.

Continuation of an Incapacitated Child: If, on the date a Child reaches the Dependent Child Maximum Age, they are:

1. insured under the Policy; and
2. an Incapacitated Child, as defined;

insurance will not terminate solely due to age.

The Child's insurance will continue as long as:

1. the Child qualifies as an Incapacitated Child; and
2. the required premium is paid.

We may initially and periodically require proof of continued incapacity and dependency. After the first two years, We cannot require proof more than once each year.

You must give Us notice of the incapacity within 31 days of the termination date.

Grace Period: A Grace Period of 31 days will be allowed for the payment of each premium after the first premium payment. During the Grace Period, the insurance will continue in effect provided the premium is paid by the Policyholder before the end of the Grace Period. The Grace Period will not continue the insurance beyond a date shown in the Termination of Insurance provision.

CONTINUATION AND REINSTATEMENT PROVISIONS

Continuation of Insurance:

Insurance under the Policy may be continued beyond a date stated in the Covered Person Termination of Insurance provision, according to the Continuation Provisions. The amount of continued insurance applicable to You and Your Dependents will be the amount of insurance in effect on the date immediately before insurance would otherwise have ended and is subject to payment of premium. Insurance that is continued:

1. is subject to any reductions stated in the Policy;
2. may be continued up to the maximum time shown in the applicable provision(s); and
3. terminates if the Policy terminates.

The amount of insurance will not increase while insurance is continued under one or more of the following provisions.

Continuation Provisions:

1. leaves of absence must be approved in writing by Your Employer; and
2. when combined, will not extend longer than 3 months from the date You were last Actively at Work.

All other terms of Your and Your Dependents insurance under the Policy remain unchanged.

If Your insurance does not continue during an approved Continuation Provision, then when You return to Active Work:

1. You will not have to meet a new Employee Waiting Period; and
2. You will not have to give Us Evidence of Insurability to reinstate the insurance You had in effect before Your continuation began.

Continuation Provisions:

Family and Medical Leave: If You are granted a leave of absence, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your insurance (including Dependent Life Insurance) may be continued for up to 12 weeks following the date Your leave commenced. Continuation may be a longer period if required by any other applicable state or local law. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Leave of Absence: If You are on a medical or non-medical leave of absence, other than Family and Medical Leave or Military Leave of Absence, all of Your insurance (including Dependent Life Insurance) may be continued for up to:

1. 3 months from the date You stopped being Actively at Work, with respect to a medical leave of absence; or
2. 3 months from the date You stopped being Actively at Work, with respect to a non-medical leave of absence.

Continuation may be a longer period if required by law.

Military Leave of Absence: If You or Your Dependent enter active military service and are granted a military leave of absence, all of Your insurance (including Dependent Life Insurance) may be continued for up to 12 weeks from the date You stopped being Actively at Work or a longer period if required by law.

Disability: If You are an Employee receiving disability benefits under a long term disability benefit plan issued by Us to Your Employer, Your Life Insurance under the Policy will be continued for 12 consecutive months

Layoff: If You are laid off by Your Employer all of Your insurance may be continued for up to 3 months from the date You stopped being Actively at Work or a longer period if required by law.

Sickness or Injury: If You are no longer Actively at Work due to Sickness or Injury, all of Your insurance may continue until the earlier of:

1. the date You return to work; or
2. 3 months from the date You stopped being Actively at Work.

Continuation may be a longer period if required by law.

CONTINUATION AND REINSTATEMENT PROVISIONS (continued)

Status Change: If You are an Employee, but no longer in an Eligible Class due to a reduction in the number of scheduled hours You work, Your insurance (including Dependent Life Insurance) may be continued for up to 90 consecutive days after the date Your scheduled hours were reduced.

Reinstatement: If:

1. Your insurance ends because You are no longer employed by the Employer or no longer in Your Eligible Class; and
2. You are rehired or return to Your Eligible Class within the time period shown on the Schedule of Benefits; then insurance for You and Your previously insured Dependents may be reinstated, provided You request such reinstatement within 30 days of the date You return to work or to an Eligible Class.

The reinstated insurance will be the lesser of the:

1. insurance amounts in force on the date insurance ended; or
2. amount of insurance in Your new Eligible Class.

The reinstated insurance will :

1. not be subject to any Eligibility Waiting Period or Evidence of Insurability; and
2. be subject to all the other terms and provisions of the Policy.

We will credit any amount of time You or Your Dependents were previously insured under the Policy toward the satisfaction of time limits under the Life Insurance Suicide Limitation and Contestability provision(s) of the Policy.

We will not reinstate any amount of insurance which You or Your Dependents:

1. converted in accordance with the Conversion Right; or
2. continued under the Portability section;

unless You cancel such insurance.

LIFE INSURANCE BENEFIT AND CONVERSION RIGHT

Life Insurance Benefit: If You or Your Dependent(s) die while insured under the Policy, We will pay the deceased person's Life Insurance Benefit Amount after We receive Proof of Claim. The benefit will be paid according to the Beneficiary provision.

Conversion Right: If the Life Insurance or any portion of it under the Policy ends, You and Your Dependents who are citizens of the United States or permanent resident (green card holders) with a United States billing address may have the right to convert part or all of the terminated insurance to an individual policy without providing Evidence of Insurability. Conversion is not available for:

1. the Accidental Death and Dismemberment Benefits; or
2. any amount of Life Insurance for which You or Your Dependents were not eligible and insured; under the Policy.

If insurance ends because:

1. the Policy is terminated; or
2. insurance for an Eligible Class is terminated; or

then You or Your Dependent must have been insured under the Policy for 5 years or more, in order to be eligible to convert. The amount which may be converted under these circumstances is limited to the lesser of:

1. \$2,000; or
2. the Life Insurance Benefit amount under the Policy less any amount of Life Insurance for which You or Your Dependent may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life insurance.

If insurance under the Policy ends for any other reason, except non-payment of premium, the full amount of insurance which ended may be converted.

Conversion Process: To convert Your or Your Dependent's insurance, You must:

1. complete the required individual life conversion form;
2. have Your Employer sign the form; and
3. send the form to the Conversion Insurer at the address on the form.

The Conversion Insurer will verify Your eligibility and will send You a Conversion Policy proposal. You must:

1. complete and return the request form in the proposal; and
2. pay the required premium;

within 31 days of the date Your Life Insurance terminates.

Conversion Policy Provisions: The Conversion Policy will:

1. be issued on any one of the life insurance policy forms the Conversion Insurer is issuing for this purpose at the time of conversion; and
2. base premiums on the Conversion Insurer's rates in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide:

1. the same terms and conditions of insurance You had before converting;
2. any benefit other than life insurance; and
3. term insurance.

Conversion is not available for any amount of Life Insurance which is being continued according to:

1. the Waiver of Premium Benefit; or
2. Portability; or
3. the Continuation Provisions;

until such insurance ends.

LIFE INSURANCE BENEFIT AND CONVERSION RIGHT (continued)

Death within the Conversion Period: We will pay the deceased person's amount of Life Insurance You would have had the right to convert if:

1. You or Your Dependent die within 31 days of the date insurance terminates; and
2. We receive Proof of Claim.

If the Conversion Policy has already taken effect, no Life Insurance Benefit will be payable under the Policy for the amount converted.

Effect of Waiver of Premium on Conversion: If You apply and are approved for the Waiver of Premium Benefit after an individual Conversion Policy has been issued, any benefit payable at Your or Your Dependent's death under the Policy will be paid only if You cancel Your individual Conversion Policy. The Conversion Insurer will refund the premium paid for such Conversion Policy.

Conversion Insurer, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

WAIVER OF PREMIUM

Waiver of Premium: If You become Totally Disabled, We will continue Your Basic and Supplemental Life Insurance in force without premium payment while You remain Totally Disabled if:

1. Your Total Disability began before age 60;
2. You remain Totally Disabled continuously for at least 9 consecutive months; and
3. You give Us proof of Total Disability, as required.

We will:

1. waive Your premium payment, for Basic and Supplemental Life Insurance only, on a monthly basis, beginning the first day of the month after the month You become Totally Disabled; and
2. refund any premium paid for the Basic and Supplemental Life Insurance on and after that day.

We will not refund premiums for any period more than 12 months before the date proof of disability was furnished.

Waiver of Premium does not apply to any of the following benefits, in force at the time Your Waiver of Premium begins:

1. any Accidental Death and Dismemberment insurance;
2. any Dependent's Life Insurance;
3. any Dependent's Accidental Death and Dismemberment Insurance; or
4. any additional benefits under the Accidental Death and Dismemberment Insurance.

This Waiver of Premium will continue to be effective even if the Policy terminates after You become Totally Disabled.

Total Disability or Totally Disabled: For purposes of this benefit, You will be considered Totally Disabled if You are unable to perform each and every duty of:

1. Your occupation at Your usual place of employment ; and
2. any job suited to Your education, training or experience.

If, for any reason, You are no longer Totally Disabled, and:

1. You return to Active Work in an Eligible Class, the insurance for which premiums have been waived will be reinstated, subject to the terms of the Policy that are in effect on the reinstatement date; or
2. You do not return to Active Work within an Eligible Class, and You are not eligible for any other group life insurance, You are entitled to convert the applicable insurance according to the Conversion Right. Any insurance for which premiums have not been waived and which has terminated will not be eligible for conversion.

Proof of Total Disability: You must give Us proof of Total Disability:

1. on forms We provide;
2. no later than 12 months after the date You became Totally Disabled; and
3. within 60 days after Our request.

We may require You to be examined, initially and periodically, at Our expense, by a Physician, other medical practitioner or Vocational Rehabilitation Consultant of Our choice. After You have been Totally Disabled for more than 2 years from the date of Total Disability, We will not request proof more than once a year.

Life Insurance Benefit Amount under the Waiver of Premium Benefit: The amount of Life Insurance continued will:

1. be the amount in force on the date You became Totally Disabled;
2. be subject to any age reductions or terminations shown in the Schedule of Benefits; and
3. not increase.

Dependents may not be added while insurance is continued under this Waiver of Premium Benefit.

WAIVER OF PREMIUM (continued)

Death Benefit While Totally Disabled: If You die while insurance is being continued under this benefit, We will pay the death benefit if We receive proof that Total Disability was continuous from the date Total Disability began to the date of Your death.

Termination of the Waiver of Premium Benefit: You will no longer be eligible for the Waiver of Premium Benefit and Your Basic and Supplemental Life Insurance will terminate on the earliest of the following:

1. the date You cease to be Totally Disabled and do not return to Active Work;
2. the last day of the 60 day period following Our request for proof of Total Disability, if You do not give Us proof or refuse to take a medical exam;
3. the date You reach age 65; or
4. the date premium has been waived for 12 months and You have resided outside the United States for a total of 6 months or more during any 12 consecutive months for which premium has been waived.

ACCELERATED DEATH BENEFIT

Notice: The Accelerated Death Benefit payment may be taxable. You or Your Spouse should seek assistance from Your personal tax advisor regarding taxes that may need to be paid as the result of claiming an Accelerated Death Benefit.

Accelerated Death Benefit: If while insured under the Policy, You or Your Spouse become terminally ill, You may request an amount of Life Insurance be paid as an Accelerated Death Benefit. The request must be in writing and include written medical evidence signed by the treating Physician and acceptable to Us that You or Your Spouse, as applicable:

1. are under a Physician's care for that condition;
2. have a life expectancy of less than 12 months; and
3. have agreed to a medical exam in connection with a claim, if requested.

To qualify for this benefit the terminally ill person must be insured for at least \$10,000 of Life Insurance under the Policy. An Accelerated Death Benefit payment can only be made once in Your lifetime and once in Your Spouse's lifetime. You must continue to pay premium for the remaining amount of Life Insurance in force after the Accelerated Death Benefit has been paid.

The amount of the applicable Accelerated Death Benefit payable will not exceed:

1. the percentage of Your or Your Spouse's Life Insurance amount; and
2. the Accelerated Death Benefit Maximum Benefit Amount;

shown in the Schedule of Benefits.

The amount of Life Insurance payable upon the terminally ill person's death will be reduced by the Accelerated Death Benefit amount paid under this benefit.

Limitations: An Accelerated Death Benefit will not be payable if:

1. You have assigned Your Life Insurance Benefits;
2. We have been notified that all or a portion of Your Life Insurance Benefits are to be paid to Your former spouse as part of a divorce agreement;
3. You are required by law to accelerate benefits in order to meet the claims of creditor(s);
4. You are required by a government agency to accelerate benefits in order to qualify for a government benefit or entitlement; or
5. You are retired.

PORTABILITY

Portability: You may elect to Port all or part of Your Supplemental Life Insurance or Your Dependent's Supplemental Life Insurance if You have been insured by the Policy, or the one it replaced, for at least 3 consecutive months prior to the date Your insurance under the Policy ends.

You may not Port Your insurance if:

1. Your termination of employment is due to Sickness or Injury;
2. You fail to pay any required premium;
3. the Policy terminates; or
4. You are age 70 or older.

Electing Portability: To elect to continue Your and Your Dependent's Life Insurance, You must:

1. submit a written request to Us; and
2. pay the first month's premium;

within 31 days of the date Your insurance ends.

Amount of Ported Life Insurance: You may Port:

1. the full amount of Your Supplemental Life Insurance; or
2. a portion of Your Supplemental Life Insurance

in force on the day Your insurance terminates, subject to the Minimum Benefit Amount and Maximum Benefit Amount stated in the Schedule of Benefits.

You may Port the full amount of Your Dependent's Supplemental Life Insurance if:

1. Your Spouse's amount under the Policy is at least \$10,000; and
2. the Child's amount under the Policy is at least \$2,000.

The Spouse Maximum Benefit Amount is stated in the Schedule of Benefits.

If You Port an amount of Your Supplemental Life Insurance Benefit, then any Dependent amount(s) elected must be the same percentage as You elected to Port.

You must provide Evidence of Insurability for all amounts Ported that exceed the lesser of Your insurance under the Policy or \$250,000. However, Your Spouse must provide Evidence of Insurability for all amounts Ported that exceed the lesser of Your Spouse's in force insurance under the Policy or \$100,000.

The following combinations may be Ported:

1. You only;
2. You and Your Spouse only;
3. You and Your Children only; or
4. You and all Your Dependents.

No other combinations of Ported insurance amounts will be allowed. You must continue to pay the cost of Your and Your Dependent's Ported insurance.

Your surviving Dependents may Port their insurance if You die. However, Your surviving Spouse must Port in order for Your surviving Children to Port. If there is no surviving Spouse, no Children will be allowed to Port.

Effect of Portability on Other Provisions: Portability is not available for any Amount of Life Insurance which is being continued in accordance with the:

1. Conversion Right; or
2. Waiver of Premium Benefit; or
3. Continuation Provisions;

under the Policy. If You are required after You Ported Your insurance, You must either cancel that insurance or provide Evidence of Insurability to keep the Ported insurance.

Portability, Ported or Port means You and Your Dependents may continue insurance under the Policy that would otherwise terminate due to certain conditions. Portability applies only to Your and Your Dependent's Supplemental Life Insurance Benefit.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Accidental Death and Dismemberment Benefit: If You sustain an Injury while insured under the Policy:

1. which results in any Loss as defined; and
2. within 365 days of an Accident;

We will pay for that Loss by applying the percentage shown in the Loss Table to the Benefit Amount shown in the Schedule of Benefits.

Accident/Accidental means an unforeseen event that:

1. occurs suddenly as a result of an external circumstance or trauma;
2. has specific identifiable components, including date and time; and
3. results in Injury to the physical structure of the body or death or dismemberment.

Loss Table:

	You
Loss of life	100%
Loss of both hands or both feet	100%
Loss of sight of both eyes	100%
Loss of one hand and sight of one eye	100%
Loss of one foot and sight of one eye	100%
Quadriplegia	100%
Paraplegia	75%
Triplegia	50%
Coma	50%
Loss of one hand	50%
Loss of one foot	50%
Loss of sight of one eye	50%
Loss of speech	50%
Loss of hearing	50%
Hemiplegia	50%
Uniplegia	25%
Loss of Thumb and Index Finger of the Same Hand	25%

Loss means:

1. Loss of life: caused by an Accident.
2. Loss of hands or feet: severance at or above the wrist or ankle.
3. Loss of sight: total and irrecoverable loss of sight.
4. Quadriplegia: total and permanent Paralysis of both upper and lower limbs.
5. Paraplegia: total and permanent Paralysis of both lower limbs.
6. Triplegia: the total and permanent Paralysis of three limbs.
7. Coma: the diagnosis of a state of unconsciousness for a continuous period of at least 90 days.
8. Loss of speech: the total and irrecoverable loss of speech.
9. Loss of hearing: total and irrecoverable loss of hearing.
10. Hemiplegia: total and permanent Paralysis of upper and lower limbs on one side of the body.
11. Uniplegia: the total and permanent Paralysis of one limb.
12. Loss of thumb and index finger means the actual, complete and permanent severance through or above the metacarpophalangeal joints.

Paralysis means the permanent impairment and loss of the ability to voluntarily move or to have sensation in any entire extremity. Paralysis must be the result of an Injury to the brain or spinal cord and without the severance of a limb.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT (continued)

Exposure and Disappearance:

Exposure to the elements will be presumed to be an Injury if:

1. it results from the forced landing, stranding, sinking or wrecking of a conveyance in which You were an occupant at the time of the Accident; and
2. the Policy would have covered an Injury resulting from the Accident.

We will presume that You suffered Loss of life if:

1. the person's body has not been found within one year after the disappearance of a conveyance in which You were an occupant at the time of its disappearance;
2. the disappearance of the conveyance was due to its Accidental forced landing, stranding, sinking or wrecking; and
3. the Policy would have covered Injury resulting from the Accident.

We will not pay more than the Benefit Amount shown in the Schedule of Benefits for losses resulting from any one Injury.

SEAT BELT AND AIRBAG BENEFIT

Seat Belt Benefit: If You die from an Injury that results in the payment of a Loss of life benefit under the Accidental Death and Dismemberment Benefit, We will pay a Seat Belt Benefit if the Injury occurred while the deceased was:

1. a passenger riding in; or
2. the licensed operator of;

a Motor Vehicle and was wearing a Seat Belt at the time of the Accident, as verified on the police accident report.

This benefit is not payable if, at the time of the Accident, the driver of the Motor Vehicle:

1. was legally Intoxicated;
2. was taking drugs, including sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician; or
3. did not hold a valid driver's license.

Airbag Benefit: If a Seat Belt Benefit is payable, We will also pay an Airbag Benefit if the deceased was positioned in a seat equipped with a factory-installed Airbag.

The benefit payable:

1. will be paid in addition to the Accidental Death and Dismemberment Loss of life benefit; and
2. is shown in the Schedule of Benefits.

Airbag means an inflatable supplemental passive restraint system installed by the manufacturer of the Motor Vehicle or its proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications that inflates upon collision to protect an individual from Injury and death. An Airbag is not considered a Seat Belt.

Common Carrier means a conveyance operated by a business, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by that business. Common Carrier will not mean any such conveyance which is hired or used for a sport, gamesmanship, contest, sightseeing, observatory and/or recreational activity, regardless of whether such conveyance is licensed.

Motor Vehicle means a self-propelled, four (4) or more wheeled conveyance not being used as a Common Carrier. A Motor Vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, lawnmowers or any other type of equipment vehicles.

Seat Belt means:

1. an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle;
2. proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications; or
3. a child restraint device that meets the standards of the National Safety Council and is properly secured and used in accordance with applicable state law and installed according to the recommendations of its manufacturer.

The investigating officer must certify the correct position of the Seat Belt or child restraint device. A copy of the police accident report must be submitted with the claim.

EXCLUSIONS AND LIMITATIONS

Supplemental Life Insurance Suicide Limitations: No benefit will be paid for any loss for You or Your Dependent caused directly or indirectly from suicide occurring within 24 months:

1. after Your or Your Dependent's initial Effective Date of insurance; or
2. after the Effective Date of any elected increase or additional insurance.

Any premium You paid during this period for initial amounts of Supplemental Life Insurance or elected increases in Supplemental Life Insurance, will be returned to You or Your Beneficiary.

Accidental Death and Dismemberment Exclusions: We will not pay a benefit for a loss contributed to or caused by:

1. disease, bodily or mental infirmity, or medical or surgical Treatment for such conditions;
2. suicide or intentionally self-inflicted Injury;
3. active participation in a riot;
4. committing or attempting to commit a crime, or participating or attempting to participate in a crime;
5. taking part in the commission of an assault or being engaged in an illegal activity;
6. an act or Accident of war, declared or undeclared, whether civil or international, or any substantial armed conflict between organized forces of a military nature;
7. use of alcohol or the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance, unless prescribed for You by a Physician and taken as prescribed;
8. an Injury while Intoxicated;
9. driving or in physical control of a Motor Vehicle while Intoxicated;
10. engaging in the following hazardous activities, including skydiving, hang gliding, auto racing, dirt bike riding, mountain climbing, Russian Roulette, autoerotic asphyxiation, bungee jumping, base jumping or using off-road vehicles;
11. Injury arising out of or in the course of any occupation or employment for pay or profit, or any Injury or Sickness for which You are entitled to benefits under any Workers' Compensation Law, Employers' Liability Law or similar law, unless this insurance is issued on an 24 hour basis as shown in the Schedule of Benefits; or
12. travel or flight in, or descent from any aircraft, unless as a fare-paying passenger on a commercial airline flying between established airports on: a) a scheduled route; or b) a charter flight seating 15 or more people.

CLAIM INFORMATION

All benefits payable under the Policy will be paid according to the following provisions.

Notice of Claim: You, the person who has the right to claim benefits or Your authorized representative, must give Us, written notice of a claim, at Our Home Office, within 30 days after:

1. the date of death; or
2. the date of loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address, and the Policy Number.

The claim form is available from Your Employer, or can be requested from Us. If the form is not received from Us within 15 days of a request, written Proof of Claim should be sent to Us without waiting for the form. Written proof must fully describe the nature and extent of the claim.

Proof of Claim: Written Proof of Claim must be filed within 90 days of the loss. However, if it is not possible to give proof within 90 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

Proof of Claim may include the following:

1. a completed claim form;
2. a certified copy of the death certificate (if applicable);
3. Your enrollment form;
4. Your Beneficiary designation (if applicable);
5. documentation of:
 - a. the date Your disability began;
 - b. the cause of Your disability; and
 - c. the prognosis of Your disability;
6. all medical information, including reports of diagnostic testing and photocopies of medical records, including histories,
7. physical, mental or diagnostic examinations and treatment notes;
8. the names and addresses of all:
 - a. Physicians or other qualified medical professionals You have consulted;
 - b. hospitals or other medical facilities in which You have been treated; and
 - c. pharmacies which have filled Your prescriptions within the past three years;
9. Your signed authorization for Us to obtain and release medical, employment, and financial information (if applicable);
10. documentation of Your hours worked, earnings and all other types of income;
11. proof of any Employer approved Leave of Absence; or
12. any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

You and Your Employer must fill out the applicable designated section of the claim form and then give it to Your attending Physician. The Physician should fill out their section of the form and send it directly to Us.

We may request that You provide proof of continuing Disability, satisfactory to Us, indicating that You are under the Regular Care of a Physician. The proof, provided at Your expense, must be received within 30 days of a request by Us.

In some cases, You will be required to give Us authorization to obtain additional medical information, and to provide non-medical information as part of Your Proof of Claim, or proof of continuing Disability. We will deny Your claim or stop making Your payments if the appropriate information is not submitted.

You must notify Us immediately when You return to work in any capacity.

Payment of Claim: Payment of Claim for loss of life will be paid in accordance with the Beneficiary provision. All other benefits under the Policy are paid to You.

CLAIM INFORMATION (continued)

Time of Claim Payment: We will pay a claim for loss of life after We receive due Proof of Claim. However, if special circumstances require an extension, We will provide You or Your authorized representative with:

1. a description of any further proof needed to complete the claim; and
2. an explanation of why such material is needed.

Benefits for a covered loss will then be paid upon receipt of all proper Proof of Claim.

Legal Action: You may not bring suit to recover under this section until 60 days after You have given Us written Proof of Claim. No suit may be brought more than three years after the date of loss.

Beneficiary: means the person(s) You name in writing to receive any amount of insurance payable due to Your death. You may name or change a Beneficiary by giving written notice to the Administrator. The Beneficiary notice will be effective on the date made, subject to any payment We may have made before the notice was received. For Beneficiary notices, Administrator means the Employer.

If You name more than one Beneficiary, those who survive will share equally unless You specify otherwise. If there is no named Beneficiary living at the time of Your death, We will pay any amount due in the following order:

1. to Your legal spouse or Your domestic partner;
2. to Your natural or legally adopted children in equal shares;
3. to Your parents;
4. to Your brothers and sisters; or
5. to Your estate.

If Your named primary beneficiaries die before You, their share will be payable in equal shares to any other named primary beneficiaries who survive You. If You have named a contingent beneficiary, the contingent beneficiary will only be paid if all primary beneficiaries die before You. If You have not named a primary or contingent beneficiary, or if all the person(s) You have named as primary or contingent beneficiaries die before You, payment will be made as follows:

1. to Your legal spouse or domestic partner, if any
2. if there is no spouse or domestic partner, in equal shares to Your children.
3. if there is no spouse; or domestic partner or children, to Your parents, equally or to the survivor.
4. if there is no spouse; domestic partner, children, or parents, in equal shares to Your brothers and sisters.
5. if none of the above survives, to Your executors or administrators.

Assignment: Your Life Insurance as provided by the Policy may be assigned as an absolute assignment only. In making an assignment, You must transfer all Your present and future ownership rights to the person to whom You assigned the insurance. This includes the right to change the Beneficiary and to convert the insurance. You may not make a collateral or partial assignment of Your insurance. Accidental Death and Dismemberment Benefits provided by the Policy cannot be assigned.

Physical Examination and Autopsy: We have the right to have You examined by a Physician of Our choice as often as necessary while the claim is pending. We may also have an autopsy made in case of death, unless not allowed by law. We will pay the cost of the exam and autopsy.

Settlement Options: Instead of a single payment, You may choose another settlement option We may have available. We will give You full information about that option upon request. If You have chosen a settlement option, no one may change it unless You consent in writing. Your Beneficiary may only choose a settlement option within 60 days after Your death if one has not been chosen.

Overpayment of Claim: We have the right to recover any overpayments due to fraud or any error We make in processing a claim. You must reimburse Us in full. We will determine the method by which the repayment is to be made. We have the right to recover overpayment from Your Beneficiary.

Conformity with State or Federal Statutes: If any provision of Your Certificate conflicts with any applicable law, the provision will be deemed to conform to the minimum requirements of the law.

CLAIM INFORMATION (continued)

Fraud: We will use all means necessary to support fraud detection, investigation, and prosecution. Submission of false or misleading information may result in denial of Your or Your Dependent's claim, and may be subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

Contestability: We may not contest the validity of Your or Your Dependent's insurance, except for the non-payment of premiums, after it has been in force for two years from its date of issue. Statements made in any signed application relating to such insurability will not be used to contest the validity of the insurance after such insurance has been in force for two years from its date of issue. In the event Your insurance is rescinded, We will refund premiums paid for the periods such insurance is void. This clause will not affect Our right to contest claims made under the Accidental Death and Accidental Dismemberment Benefits.

Misstatement of Age: If Your or Your Dependent's age has been misstated, premiums will be adjusted. If the amount of the benefit is based on age, the benefit will be adjusted based upon Your or Your Dependent's correct age.

Workers' Compensation: The Policy does not provide benefits required by any Workers' Compensation laws.

REPATRIATION BENEFIT – LIFE

Repatriation Benefit: If You or Your Dependent sustain an Injury that results in death, We will pay a lump sum Repatriation Benefit, if:

1. Your or Your Dependent's death occurs:
 - a. more than 100 miles from; and
 - b. outside the territorial limits of the state or country of; the deceased person's permanent place of residence; and
2. expenses are incurred for the preparation and transportation of the deceased person's body to a mortuary near the deceased's permanent place of residence.

The benefit payable is the lesser of:

1. actual expenses incurred; or
2. the amount shown in the Schedule of Benefits.

The benefit is payable to the person who incurs the expenses. This benefit is paid in addition to any other benefits provided under the Policy.

CERTIFICATE MODIFICATIONS RIDER

Modification(s) to the Certificate

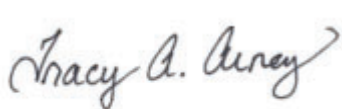
Policyholder: Noble Inc.

Policy Number: 372737

It is agreed that the Certificate is amended as follows:

Effective January 1, 2025, with respect to residents of the states as shown on the subsequent pages, the following provisions amend, replace or are added, when applicable, to the Certificate, and all other conditions apply:

Signed for UnitedHealthcare Insurance Company by:



Tracy A. Arney, Secretary



Jessica Paik, President

UnitedHealthcare Insurance Company
Hartford, Connecticut 06103-3408

CERTIFICATE MODIFICATIONS RIDER

STATUTORY PROVISIONS

ALASKA

Residents of the state of Alaska, the following provisions are included to bring your Certificate into conformity with Alaska state law:

Definitions

If **Domestic Partner** coverage is included, it is amended so that any references to gender (i.e., “of the opposite or same sex” or “of the same sex”) are removed.

Exclusions and Limitations

If Accidental Death and Dismemberment coverage is included, and

- the hazardous activities exclusion is included, it is amended to remove any reference to off road vehicles.
- the travel/flight exclusion is amended with regard to charter flights by deleting the phrase “seating 15 or more people.”

Claim Information

Overpayment of Claim is amended to advise that we have the right to recover any overpayments within 180 days of payment of a benefit.

ARKANSAS

Residents of the state of Arkansas, the following provision is included to bring your Certificate into conformity with Arkansas state law:

Insurer Information Notice

Any questions regarding the Policy may be directed to:
UnitedHealthcare Insurance Company
Administrative Offices
9900 Bren Road East
Minnetonka, MN 55343
1-866-615-8727

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:
Arkansas Insurance Department
1 Commerce Way, Suite 102
Little Rock, Arkansas 77202

Eligibility, Effective Date, and Termination

If Dependent coverage is included, **Continuation of an Incapacitated Child** is amended to remove the 31 day notice requirement of the incapacity.

CERTIFICATE MODIFICATIONS RIDER

IDAHO

Residents of the state of Idaho, the following provision is included to bring your Certificate into conformity with Idaho state law:

LIFE INSURANCE BENEFITS WILL BE REDUCED IF AN ACCELERATED BENEFIT IS PAID

DISCLOSURE: The Life Insurance accelerated benefit offered under this certificate is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If this benefit qualifies for such favorable tax treatment, the benefit will be excludable from Your income and not subject to federal taxation. Tax laws relating to accelerated benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which You could receive an accelerated benefit excludable from income under federal law.

DISCLOSURE: Receipt of an accelerated benefit may affect Your, Your Spouse's or Your family's eligibility for public assistance programs such as Medical Assistance (Medicaid), Aid to Families with Dependent Children (AFDC), Supplementary Social Security Income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect Your, Your Spouse's and Your family's eligibility for public assistance.

NOTICE FOR RESIDENTS OF IDAHO

If You have a question concerning Your coverage or a claim, first contact the Policyholder. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and Us, You should feel free to contact:

Idaho Department of Insurance Consumer Affairs
700 West State Street, 3rd Floor
PO Box 83720 Boise, Idaho 83720-0043
1-800-721-3272 or www.DOI.Idaho.gov

Definitions

If Dependent and **Domestic Partner** and/or **Civil Union** coverage is included, the definition of **Child** is amended to include a Child for whom legal guardianship has been awarded to you or your spouse, Domestic Partner, or partner in a Civil Union.

If **Domestic Partner** coverage is included, it is amended so that any references to gender (i.e., "of the opposite or same sex" or "of the same sex") are removed.

The **Hospital** definition is amended to include an institute which operates either on its premises or in facilities available to the hospital on a prearranged basis.

Eligibility, Effective Date, and Termination

Enrolling for Your Insurance and Your Dependent's Insurance Under the Policy is amended to allow for 60 days to enroll in coverage for a newborn or newly adopted child.

If Dependent coverage is included, the **Newborn Child Provision** is amended to include adopted newborn Children that are Placed with You within 60 days of the adopted Child's date of birth, and will become covered by the Policy from the moment of live birth. An adopted newborn Child Placed with You more than 60 days after their birth is covered by the Policy from and after the date the Child is so Placed. Placed means physical placement in the care of the adopting Covered Person. If physical placement is prevented due to the medical needs of the child, "placed" means the date the adopting Covered Person signs an agreement for adoption of the child and assumes financial responsibility for the child.

We must receive notification the Child within 60 days next following the date of birth, adoption or placement for adoption. The appropriate premium, if any, must be received within 31 days of the date the monthly premium invoice is received by the Policyholder and a notice of premium, if any, is provided to You by the Policyholder.

CERTIFICATE MODIFICATIONS RIDER

Coverage will cease unless We receive written request and any required premium as stated above.

The coverage amount offered is the lowest amount available to Children under the Policy if no other Children are insured, until We are notified of another amount that is available for Children.

A Congenital Anomaly refers to a condition existing at or from birth that is a Significant Deviation from the common form or function of the body. Congenital Anomaly is often caused by a hereditary or developmental defect or disease.

Significant Deviation means a deviation which impairs the function of the body and includes, but is not limited to, the conditions of cleft lip, cleft palate, webbed fingers or toes, sixth toes or fingers, or defects of metabolism and other conditions that are medically diagnosed to be congenital anomalies.

Exclusions and Limitations

The following exclusions are not applicable (if included in your Certificate):

- taking part in the commission of an assault or being engaged in an illegal activity
- use of alcohol or the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance, unless prescribed for You by a Physician and taken as prescribed;
- an Injury while Intoxicated;
- driving or in physical control of a Motor Vehicle while Intoxicated;
- operating any aircraft as a professional for wage or profit;
- practicing for or participating in any professional competitive athletic contests for which any type of compensation or remuneration is received; or
- travel or flight in, or descent from any aircraft, unless as a fare-paying passenger on a commercial airline flying between established airports on: a) a scheduled route; or b) a charter flight seating 15 or more people.

The crime exclusion is replaced with “actively committing a felony, or actively participating in a felony.”

The act of war exclusion is replaced with “an act of war, declared or undeclared, whether civil or international.”

The engaging in hazardous activities exclusion is replaced with “engaging as a professional in the following hazardous activities, including sky diving, hang gliding, mountain climbing, bungee jumping, or base jumping.”

The riding in or driving in a race, stunt show, or speed test exclusion is replaced with “riding in or driving as a professional any motorized dirt bike, off-road vehicle, or motor driven vehicle in a race, stunt show or speed test.”

The injury exclusion is amended to add: NOTE: This coverage under this certificate is not to be construed to provide benefits required by Worker’s Compensation laws.

Claim Information

Time of Claim payment is amended to advise that loss of life payments will be paid within 30 days after the date of receipt of due Proof of Claim and if we not paid when due, and it has not been denied for a valid reasons, the benefit due will accrue interest in accordance with Idaho statute until the claim is paid.

MINNESOTA

Minnesota has determined that its statutory requirements apply to Minnesota residence when non-Minnesota situated Employers have 25 or more Employees residing in Minnesota.

Any questions regarding these statutory requirements may be directed in writing to:

UnitedHealthcare Specialty Benefits
Contract Services
Administrative Offices
9900 Bren Road East
Minnetonka, MN 55343

CERTIFICATE MODIFICATIONS RIDER

Definitions

If Dependent coverage is included, the definition of **Child** is amended to include a grandchild(ren).

Life Insurance Benefit and Conversion Right

Conversion Right is amended to remove the eligibility requirement for You or Your Dependent to have been insured under the policy for 5 years or more.

Exclusions and Limitations

If Accidental Death and Dismemberment coverage is included, and the hazardous activities exclusion is included, it is amended to only exclude organized auto racing.

Claim Information

Time of Claim Payment is amended be paid not more than 30 days after receipt of due Proof of Claim.

Legal Actions is amended to extend the timeframe in which no suit may be brought from three years after the date of loss to five years.

Louisiana

Residents of the state of Louisiana, the following provision is included to bring your Certificate into conformity with Louisiana state law:

Applicable to Policies that include an Accelerated Death Benefit:

Notice: The Accelerated Death Benefit payment may be taxable. You or Your Spouse or Domestic Partner should seek assistance from Your personal tax advisor regarding taxes that may need to be paid as the result of claiming an Accelerated Death Benefit.

All places and references within the Certificate, that mention or speak to your spouse, will also include the reference to Domestic Partner.

Definitions

If Dependent coverage is included, the definition of **Child** is amended to include a Child placed for adoption, a grandchild(ren) in legal custody and residing with You, or a foster Child.

If Dependent coverage is included, and Eligible Student coverage is included, the definition of **Eligible Student** is amended to include a grandchild in legal custody,

If Dependent coverage is included, the definition of **Incapacitated Child** is amended to include grandchild(ren), and to remove any requirement that the Child be unmarried.

Claim Information

Payment of Claim is amended to include accrued interest on benefits starting 20 days from the date of receipt of Proof of Claim.

Time of Claim Payment is amended be paid not more than 60 days after receipt of proof of death. If We fail to do so, without just cause, the amount due will bear interest of 8% per annum from the date We receive due proof of death.

Legal Actions is amended to extend the timeframe in which no suit may be brought from three years after the date of loss to five years.

CERTIFICATE MODIFICATIONS RIDER

MISSOURI

Residents of the state of Missouri, the following provision is included to bring your Certificate into conformity with Missouri state law:

Waiver of Premium

If Waiver of Premium coverage is included, the definition of Total Disability or Totally Disabled is amended to include: "After You have been disabled for a period of 12 months, You will be considered Totally Disabled if You are unable to perform the material and substantial duties of any job suited to Your education, training or experience."

Claim Information

Time of Claim Payment is amended be paid not more than 30 days after receipt of due Proof of Claim.

MONTANA

Residents of the state of Montana, the following provision is included to bring your Certificate into conformity with Montana state law:

Life Insurance Benefit and Conversion Right

Conversion Right is amended to reduce the eligibility requirement for You or Your Dependent to have been insured under the policy, from 5 years to 3.

Claim Information

Time of Claim Payment is amended be paid not more than 30 days after receipt of due Proof of Claim.

Overpayment of Claim is amended to limit the time frame for Us to request reimbursement for overpayment to 30 days.

CERTIFICATE MODIFICATIONS RIDER

NORTH CAROLINA

Residents of the state of North Carolina, the following provision is included to bring your Certificate into conformity with North Carolina state law:

Cancellation notice disclosure:

Important Cancellation Information. Please read the provision entitled Covered Person Termination of Insurance in the Eligibility, Effective Date and Terminations Provisions Section.

The Policy provides all of the benefits mandated by North Carolina Insurance Code, however, is issued under a group master policy located in another state and may be governed by that state's regulations.

Definitions

If Dependent coverage is included, the definition of **Hospital** is amended to include: "In North Carolina, Hospital also means a duly licensed State tax-supported institution which may be a specialty facility for one particular type of illness or one that may not have an operating room and related equipment for surgery. State tax-supported institutions includes community mental health centers and other health clinics which are certified as Medicaid providers."

Eligibility, Effective Date and Termination Provisions

If Dependent coverage is included, **Continuation of an Incapacitated Child** is amended to require proof of continued incapacity not more than once per year.

Portability

If **Portability** coverage is amended to remove: "You may not Port Your insurance if Your Termination of employment is due to Sickness or Injury." Also, providing Evidence of Insurability for all Ported amounts that exceed Your insurance or \$250,000, or your Spouse of \$100,000", is removed.

Exclusions and Limitations

If Accidental Death and Dismemberment coverage is included, and

- the Act of Accident of War exclusion is included, it is amended to include "The term "war" does not mean an act of terrorism. This exclusion does not apply if an insured is a known service member and such was known at the time of enrollment."
- the exclusion for Injury is included, it is replaced with: "Injury arising out of or in the course of any occupation or employment for pay or profit, services or supplies for the treatment of an occupational Injury or Sickness for which Your or Dependent are paid under the North Carolina Workers' Compensation Act only to the extent such services or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act. This exclusion does not apply if this insurance is issued on a 24 hour basis as shown in the Schedule of Benefits."

Claim Information

Proof of Claim is amended to extend the timeframe in which written proof of claim must be filed, to 180 days. Also, if Accidental Death and Dismemberment or Waiver of Premium coverage is included, for continued Disability, if under the Regular Care of a Physician, the proof will be provided at Our expense.

CERTIFICATE MODIFICATIONS RIDER

NORTH DAKOTA

Residents of the state of North Dakota, the following provision is included to bring your Certificate into conformity with North Dakota state law:

Right to return disclosure:

You have 20 days to review this Certificate. If You are not satisfied for any reason, You may send the Certificate back to Us within 20 days of its delivery. In that event, We will consider it void and refund all premium paid by You.

Claim Information

Time of Claim Payment is amended be paid not more than 2 months after receipt of due Proof of Claim.

Legal Actions is amended to extend the timeframe in which no suit may be brought from three years after the date of loss to five years.

OKLAHOMA

Residents of the state of Oklahoma, the following provision is included to bring your Certificate into conformity with Oklahoma state law:

Disclosure notice:

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Exclusions and Limitations

If the **Life Insurance Exclusion** is included, it is amended as follows: "No benefit will be paid for Your or Your Dependent's loss of life contributed to or caused by an act or accident of war, declared or undeclared, while serving in the military or an auxiliary unit attached to the military or working in an area of war whether voluntarily or as required by an employer."

If Accidental Death and Dismemberment coverage is included, and the Act of Accident of War exclusion is included, it is amended as follows: "an act or Accident of war, declared or undeclared, while serving in the military or an auxiliary unit attached to the military or working in an area of war whether voluntarily or as required by an employer."

CERTIFICATE MODIFICATIONS RIDER

TEXAS

Residents of the state of Texas, the following provision is included to bring your Certificate into conformity with Texas state law:

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first 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.

UnitedHealthcare Insurance Company

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

Call: UnitedHealthcare Insurance Company

Toll-free: 1-866-615-8727

Mail: United HealthCare Insurance Company Administrative Offices
9900 Bren Road East, Minnetonka. MN 55343

The Texas Department of Insurance

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

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance,
P.O. Box 12030, Austin, TX 78711-2030

¿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.

UnitedHealthcare Insurance Company

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

Llame a: UnitedHealthcare Insurance Company

Teléfono gratuito: 1-866-615-8727

Dirección postal: United HealthCare Insurance Company Administrative Offices,
9900 Bren Road East, Minnetonka. MN 55343

El Departamento de Seguros de Texas

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

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP,
Texas Department of Insurance,
P.O. Box 12030, Austin, TX 78711-2030

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CERTIFICATE MODIFICATIONS RIDER

If **Accelerated Death Benefit** coverage is included, the below disclosure applies:

If The Accelerated Death Benefit offered under this contract may or may not qualify for favorable tax treatment under the Internal Revenue Code of 1986. Whether such benefits qualify depends on factors such as your life expectancy at the time benefits are accelerated or whether you use the benefits to pay for necessary long-term care expenses, such as nursing home care. If the Accelerated Death Benefit qualifies for favorable tax treatment, the benefits will be excludable from your income and not subject to federal taxation. Tax laws relating to the Accelerated Death Benefit are complex. You are advised to consult with a qualified tax advisor about circumstances under which you could receive the Accelerated Death Benefit excludable from income under federal law.

Receipt of the Accelerated Death Benefit may affect you, your spouse or your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect you, your spouse and your family's eligibility for public assistance.

Definitions

If Dependent coverage is included, the definition of **Child** is amended as follows:

Child means Your Dependent Child who is under the Dependent Child Maximum Age shown in the Schedule of Benefits and who is:

1. a natural Child;
2. a stepchild;
3. a legally adopted Child or adopted grandchild or prior to an adoption if:
 - a. the Covered Person or the Covered Person's Spouse is a party in a suit in which the adoption of the Child is sought; or
 - b. the Child is placed with the Covered Person or Covered Person's Spouse for the purpose of adoption, from the moment of placement as certified by the agency making the placement, whichever is earlier;
4. a foster Child;
5. a grandchild who is a dependent of the Covered Person or the Covered Person's Spouse for federal income tax purposes at the time the application for coverage of the grandchild is made. Coverage for a grandchild of the Covered Person or the Covered Person's Spouse may not be terminated solely because the covered grandchild is no longer a dependent of the insured for federal income tax purposes; or
6. a Child for whom legal guardianship has been awarded to the Covered Person or the Covered Person's Spouse.

Accelerated Death Benefit

If **Accelerated Death Benefit** coverage is included, the life expectancy of less than 12 months, is extended to 24 months.

Portability

If **Portability** coverage is amended to remove the requirement of providing Evidence of Insurability for all Ported amounts that exceed Your insurance or \$250,000, or your Spouse of \$100,000.

Claim Information

Time of Claim Payment is amended be paid not more than 2 months after receipt of due Proof of Claim.