

Life Insurance Company of North America
1601 Chestnut Street, Philadelphia, Pennsylvania 19192-2235
A Stock Insurance Company

BLANKET ACCIDENT POLICY

POLICYHOLDER: Wittenberg University
POLICY NUMBER: ABL 961894
POLICY EFFECTIVE DATE: July 23, 2007
POLICY TERM: July 23, 2007 to July 22, 2010
POLICY ANNIVERSARY: July 23
STATE OF ISSUE: Ohio

This Policy describes the terms and conditions of insurance. This Policy goes into effect subject to its applicable terms and conditions at 12:01 A.M. on the Policy Effective Date shown above at the Policyholder's address. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. This Policy terminates at 12:00 A.M., on the day following the last day of the Policy Term unless the Policyholder and We agreed to continue coverage under this Policy for an additional Policy Term. The laws of the State of Issue shown above govern this Policy.

We and the Policyholder agree to all of the terms of this Policy.

THIS IS A LIMITED POLICY
IT PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY
IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS
PLEASE READ IT CAREFULLY.

Susan L. Cooper

Susan L. Cooper, Secretary

Karen S. Rohan

Karen S. Rohan, President

Countersigned _____
Where Required By Law

BA-01-1000.00

TL-005693

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SCHEDULE OF AFFILIATES

The following affiliates are covered under this Policy on the effective dates listed below. A newly-acquired affiliate may be covered under this Policy on the date it is acquired as long as the Policyholder notifies Us within 30 days of its acquisition and pays the required premium. If We are not notified within the required time period, the affiliate will be covered on the date We agree in writing to provide coverage and receive the required premium. Individuals who are employed by the affiliate on its effective date of coverage are eligible for coverage on that date.

| <u>AFFILIATE NAME</u> | <u>LOCATION</u> | <u>EFFECTIVE DATE</u> |
|-----------------------|-----------------|-----------------------|
|-----------------------|-----------------|-----------------------|

| | | |
|------|--|--|
| None | | |
|------|--|--|

| | | |
|---------------|--|--|
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|---------------|--|--|

SCHEDULE OF BENEFITS

This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the policy provisions carefully.

The Schedule of Benefits provides a brief outline of the coverage and benefits provided by this Policy. Please read the Conditions of Coverage and Description of Indemnity Benefits sections for full details.

Policy Aggregate Maximum \$2,500,000
Applies To All benefits provided by this Policy

Not more than the Policy Aggregate Maximum specified above will be paid for all Covered Losses for all Covered Persons as the result of any one Covered Accident. If this amount does not allow all Covered Persons to be paid the amounts this policy otherwise provides, the amount paid will be the proportion of the Covered Person's loss to the total of all losses, multiplied by the Policy Aggregate Maximum.

Eligible Persons: An Eligible Person is an individual who meets all of the requirements of one of the Covered Classes shown below:

- Class 1 All active Employees classified as President, Vice President, Assistant to the President, Provost, Pastor or Dean of Admissions.
- Class 2 All active Employees excluding President, Vice President, Assistant to the President, Provost, Pastor, Dean of Admissions and student employees.
- Class 3 All active Board Members.
- Class 4 All active Student Members of choirs, bands, orchestras and intercollegiate athletic teams.

RATE TABLE

Premium: \$950.00

Mode of Premium Payment: Annual Installments

Premium Due Date(s): Policy Effective Date and each Policy Anniversary thereafter during the Policy Term

Contributions: The cost of the coverage is paid by the Policyholder

BA-01-1100.00

SCHEDULE OF BENEFITS FOR CLASS 1

CONDITIONS OF COVERAGE

The benefits provided by this Policy will be paid, subject to applicable conditions, limitations and exclusions, under the following coverages.

Business Travel Coverage

| | |
|--------------------------------------|---|
| Personal Deviations covered | Yes |
| Personal Deviation takes place | during, or within 72 hours before or after, covered Business Travel |
| Maximum Length of Personal Deviation | 72 hours |

Exposure and Disappearance Coverage

BA-01-1100.00

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

| | |
|-------------------------|----------------------------------|
| Employee Principal Sum: | \$150,000 |
| Loss must occur within: | 365 days of the Covered Accident |

SCHEDULE OF COVERED LOSSES

| Covered Loss | Benefit |
|---|---|
| Loss of Life | 100% of the Principal Sum |
| Loss of Two or More Hands or Feet | 100% of the Principal Sum |
| Loss of Sight of Both Eyes | 100% of the Principal Sum |
| Loss of One Hand or One Foot and Sight in One Eye | 100% of the Principal Sum |
| Loss of Speech and Hearing (in both ears) | 100% of the Principal Sum |
| Quadriplegia | 100% of the Principal Sum |
| Paraplegia | 75% of the Principal Sum |
| Hemiplegia | 50% of the Principal Sum |
| Uniplegia | 25% of the Principal Sum |
| Coma | |
| Monthly Benefit | 1% of the Principal Sum |
| Number of Monthly Benefits | 11 |
| When Payable | At the end of each month during which the Covered Person remains comatose |
| Lump Sum Benefit | 100% of the Principal Sum |
| When Payable | Beginning of the 12 th month |
| Loss of One Hand or Foot | 50% of the Principal Sum |
| Loss of Sight in One Eye | 50% of the Principal Sum |
| Loss of Speech | 50% of the Principal Sum |
| Loss of Hearing (in both ears) | 50% of the Principal Sum |
| Loss of Thumb and Index Finger of the Same Hand | 25% of the Principal Sum |

Age Reductions

The Covered Person's Accidental Death and Dismemberment Benefit will be reduced to the percentage of his Benefit in effect on the date preceding the first reduction, as shown below.

| Age | Percentage of Benefit Amount |
|---------------------|-------------------------------------|
| 70 but less than 75 | 65% |
| 75 but less than 80 | 45% |
| 80 but less than 85 | 30% |
| 85 or over | 15% |

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Any benefits payable under these Additional Accident Benefits shown below are in addition to any other Accidental Death and Dismemberment benefits payable.

**HOME ALTERATION AND VEHICLE
MODIFICATION BENEFIT**

Benefit 10% of the Principal Sum subject to a maximum of \$25,000

REHABILITATION BENEFIT

Benefit per Covered Accident 5% of the Principal Sum, subject to a maximum of \$10,000

SEATBELT AND AIRBAG BENEFIT

Seatbelt Benefit 10% of the Principal Sum subject to a maximum of \$10,000
Airbag Benefit 5% of the Principal Sum subject to a maximum of \$5,000
Default Benefit \$1,000

BA-01-1101.00

SCHEDULE OF BENEFITS FOR CLASS 2

CONDITIONS OF COVERAGE

The benefits provided by this Policy will be paid, subject to applicable conditions, limitations and exclusions, under the following coverages.

Business Travel Coverage

| | |
|--------------------------------------|---|
| Personal Deviations covered | Yes |
| Personal Deviation takes place | during, or within 72 hours before or after, covered Business Travel |
| Maximum Length of Personal Deviation | 72 hours |

Exposure and Disappearance Coverage

BA-01-1100.00

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

| | |
|-------------------------|----------------------------------|
| Employee Principal Sum: | \$100,000 |
| Loss must occur within: | 365 days of the Covered Accident |

SCHEDULE OF COVERED LOSSES

| Covered Loss | Benefit |
|---|---|
| Loss of Life | 100% of the Principal Sum |
| Loss of Two or More Hands or Feet | 100% of the Principal Sum |
| Loss of Sight of Both Eyes | 100% of the Principal Sum |
| Loss of One Hand or One Foot and Sight in One Eye | 100% of the Principal Sum |
| Loss of Speech and Hearing (in both ears) | 100% of the Principal Sum |
| Quadriplegia | 100% of the Principal Sum |
| Paraplegia | 75% of the Principal Sum |
| Hemiplegia | 50% of the Principal Sum |
| Uniplegia | 25% of the Principal Sum |
| Coma | |
| Monthly Benefit | 1% of the Principal Sum |
| Number of Monthly Benefits | 11 |
| When Payable | At the end of each month during which the Covered Person remains comatose |
| Lump Sum Benefit | 100% of the Principal Sum |
| When Payable | Beginning of the 12 th month |
| Loss of One Hand or Foot | 50% of the Principal Sum |
| Loss of Sight in One Eye | 50% of the Principal Sum |
| Loss of Speech | 50% of the Principal Sum |
| Loss of Hearing (in both ears) | 50% of the Principal Sum |
| Loss of Thumb and Index Finger of the Same Hand | 25% of the Principal Sum |

Age Reductions

The Covered Person's Accidental Death and Dismemberment Benefit will be reduced to the percentage of his Benefit in effect on the date preceding the first reduction, as shown below.

| Age | Percentage of Benefit Amount |
|---------------------|------------------------------|
| 70 but less than 75 | 65% |
| 75 but less than 80 | 45% |
| 80 but less than 85 | 30% |
| 85 or over | 15% |

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Any benefits payable under these Additional Accident Benefits shown below are in addition to any other Accidental Death and Dismemberment benefits payable.

**HOME ALTERATION AND VEHICLE
MODIFICATION BENEFIT**

Benefit 10% of the Principal Sum subject to a maximum of \$25,000

REHABILITATION BENEFIT

Benefit per Covered Accident 5% of the Principal Sum, subject to a maximum of \$10,000

SEATBELT AND AIRBAG BENEFIT

Seatbelt Benefit 10% of the Principal Sum subject to a maximum of \$10,000

Airbag Benefit 5% of the Principal Sum subject to a maximum of \$5,000

Default Benefit \$1,000

BA-01-1101.00

SCHEDULE OF BENEFITS FOR CLASS 3

CONDITIONS OF COVERAGE

The benefits provided by this Policy will be paid, subject to applicable conditions, limitations and exclusions, under the following coverages.

Business Travel Coverage

Non-Employee Coverage

| | |
|--------------------------------------|---|
| Personal Deviations covered | Yes |
| Personal Deviation takes place | during, or within 72 hours before or after, covered Business Travel |
| Maximum Length of Personal Deviation | 72 hours |

Exposure and Disappearance Coverage

BA-01-1100.00

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

| | |
|-------------------------|----------------------------------|
| Employee Principal Sum: | \$10,000 |
| Loss must occur within: | 365 days of the Covered Accident |

SCHEDULE OF COVERED LOSSES

| Covered Loss | Benefit |
|---|---|
| Loss of Life | 100% of the Principal Sum |
| Loss of Two or More Hands or Feet | 100% of the Principal Sum |
| Loss of Sight of Both Eyes | 100% of the Principal Sum |
| Loss of One Hand or One Foot and Sight in One Eye | 100% of the Principal Sum |
| Loss of Speech and Hearing (in both ears) | 100% of the Principal Sum |
| Quadriplegia | 100% of the Principal Sum |
| Paraplegia | 75% of the Principal Sum |
| Hemiplegia | 50% of the Principal Sum |
| Uniplegia | 25% of the Principal Sum |
| Coma | |
| Monthly Benefit | 1% of the Principal Sum |
| Number of Monthly Benefits | 11 |
| When Payable | At the end of each month during which the Covered Person remains comatose |
| Lump Sum Benefit | 100% of the Principal Sum |
| When Payable | Beginning of the 12 th month |
| Loss of One Hand or Foot | 50% of the Principal Sum |
| Loss of Sight in One Eye | 50% of the Principal Sum |
| Loss of Speech | 50% of the Principal Sum |
| Loss of Hearing (in both ears) | 50% of the Principal Sum |
| Loss of Thumb and Index Finger of the Same Hand | 25% of the Principal Sum |

Age Reductions

The Covered Person's Accidental Death and Dismemberment Benefit will be reduced to the percentage of his Benefit in effect on the date preceding the first reduction, as shown below.

| Age | Percentage of Benefit Amount |
|---------------------|-------------------------------------|
| 70 but less than 75 | 65% |
| 75 but less than 80 | 45% |
| 80 but less than 85 | 30% |
| 85 or over | 15% |

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Any benefits payable under these Additional Accident Benefits shown below are in addition to any other Accidental Death and Dismemberment benefits payable.

**HOME ALTERATION AND VEHICLE
MODIFICATION BENEFIT**

Benefit 10% of the Principal Sum subject to a maximum of \$25,000

REHABILITATION BENEFIT

Benefit per Covered Accident 5% of the Principal Sum, subject to a maximum of \$10,000

SEATBELT AND AIRBAG BENEFIT

Seatbelt Benefit 10% of the Principal Sum subject to a maximum of \$10,000

Airbag Benefit 5% of the Principal Sum subject to a maximum of \$5,000

Default Benefit \$1,000

BA-01-1101.00

SCHEDULE OF BENEFITS FOR CLASS 4

CONDITIONS OF COVERAGE

The benefits provided by this Policy will be paid, subject to applicable conditions, limitations and exclusions, under the following coverages.

Business Travel Coverage

Non-Employee Coverage

| | |
|--------------------------------------|---|
| Personal Deviations covered | Yes |
| Personal Deviation takes place | during, or within 72 hours before or after, covered Business Travel |
| Maximum Length of Personal Deviation | 72 hours |

Exposure and Disappearance Coverage

BA-01-1100.00

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

| | |
|-------------------------|----------------------------------|
| Employee Principal Sum: | \$10,000 |
| Loss must occur within: | 365 days of the Covered Accident |

SCHEDULE OF COVERED LOSSES

| Covered Loss | Benefit |
|---|---|
| Loss of Life | 100% of the Principal Sum |
| Loss of Two or More Hands or Feet | 100% of the Principal Sum |
| Loss of Sight of Both Eyes | 100% of the Principal Sum |
| Loss of One Hand or One Foot and Sight in One Eye | 100% of the Principal Sum |
| Loss of Speech and Hearing (in both ears) | 100% of the Principal Sum |
| Quadriplegia | 100% of the Principal Sum |
| Paraplegia | 75% of the Principal Sum |
| Hemiplegia | 50% of the Principal Sum |
| Uniplegia | 25% of the Principal Sum |
| Coma | |
| Monthly Benefit | 1% of the Principal Sum |
| Number of Monthly Benefits | 11 |
| When Payable | At the end of each month during which the Covered Person remains comatose |
| Lump Sum Benefit | 100% of the Principal Sum |
| When Payable | Beginning of the 12 th month |
| Loss of One Hand or Foot | 50% of the Principal Sum |
| Loss of Sight in One Eye | 50% of the Principal Sum |
| Loss of Speech | 50% of the Principal Sum |
| Loss of Hearing (in both ears) | 50% of the Principal Sum |
| Loss of Thumb and Index Finger of the Same Hand | 25% of the Principal Sum |

Age Reductions

The Covered Person's Accidental Death and Dismemberment Benefit will be reduced to the percentage of his Benefit in effect on the date preceding the first reduction, as shown below.

| Age | Percentage of Benefit Amount |
|---------------------|-------------------------------------|
| 70 but less than 75 | 65% |
| 75 but less than 80 | 45% |
| 80 but less than 85 | 30% |
| 85 or over | 15% |

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Any benefits payable under these Additional Accident Benefits shown below are in addition to any other Accidental Death and Dismemberment benefits payable.

**HOME ALTERATION AND VEHICLE
MODIFICATION BENEFIT**

Benefit 10% of the Principal Sum subject to a maximum of \$25,000

REHABILITATION BENEFIT

Benefit per Covered Accident 5% of the Principal Sum, subject to a maximum of \$10,000

SEATBELT AND AIRBAG BENEFIT

Scatbelt Benefit 10% of the Principal Sum subject to a maximum of \$10,000
Airbag Benefit 5% of the Principal Sum subject to a maximum of \$5,000
Default Benefit \$1,000

BA-01-1101.00

GENERAL DEFINITIONS

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

| | |
|-------------------------------------|--|
| Aircraft | A vehicle which: <ol style="list-style-type: none">1. has a valid certificate of airworthiness; and2. is being flown by a pilot with a valid license to operate the Aircraft. |
| Covered Accident | A sudden, unforeseeable, external event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions: <ol style="list-style-type: none">1. occurs while the Covered Person is insured under this Policy;2. occurs under one of the Conditions of Coverage specified in the <i>Schedule of Benefits</i>;3. is not contributed to by disease, Sickness, or mental or bodily infirmity;4. is not otherwise excluded under the terms of this Policy. |
| Covered Injury | Any bodily harm that results, directly and independently of all other causes, from a Covered Accident. |
| Covered Person | An Eligible Person, as defined in the <i>Schedule of Benefits</i> , for whom required premium has been paid when due and for whom coverage under this Policy remains in force. |
| Employee | An Employee of the Employer who is in one of the Covered Classes. |
| Employer | The Policyholder and any affiliates, subsidiaries or divisions shown in the <i>Schedule of Affiliates</i> covered under this Policy on its effective date or a later date agreed to by Us. |
| He, His, Him | Refers to any individual, male or female. |
| Personal Deviation | An activity which: <ol style="list-style-type: none">1. is neither reasonably related to or incidental to the purpose of travel for which coverage is provided by this Policy; and2. the Covered Person performs before, during or after covered travel. <p>When coverage is provided during a Personal Deviation, the time period covered is shown in the <i>Conditions of Coverage</i> section of the <i>Schedule of Benefits</i>.</p> |
| Policyholder | The entity, named on this Policy's face page, to which We issue this Policy. |
| Private Passenger Automobile | A validly registered, four wheel private passenger car, including Policyholder-owned cars, campers, motor homes, station wagons, sport utility vehicles, pick-up trucks and van-type cars that are not licensed commercially or being used for commercial purposes. Any vehicle being used as a taxicab, bus, or other public conveyance will not be considered a Private Passenger Automobile. |
| Sickness | A physical or mental illness, including pregnancy. |
| We, Us, Our | Life Insurance Company of North America |

BA-01-1200.00

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Policy Effective Date The Insurance Company agrees to provide Accident Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the Initial Premium when due. Insurance begins on the Policy Effective Date shown on this Policy's first page.

Effective Date for Newly-Acquired Affiliates Insurance becomes effective for any newly-acquired affiliate of the Policyholder on the date it is acquired, if: We have been notified in writing within the time period specified in the *Schedule of Affiliates* and have agreed to provide insurance, and additional premium has been paid when due. If We are not notified within the required time period, insurance for the affiliate will become effective on the date we agree in writing to insure it and receive any additional premium due. Individuals who are employees of an affiliate on its effective date of insurance under this Policy will be eligible for insurance on that date.

Eligibility A person is eligible for insurance under this Policy when he meets the definition of Eligible Person shown in the *Schedule of Benefits*. An Eligible Person may be insured under only one Covered Class, even though he may be eligible under more than one Covered Class.

Effective Date for Individuals Insurance becomes effective for the Eligible Person on the later of the following dates:

1. the Policy Effective Date;
2. the date the person becomes eligible.

In no event will insurance for the Eligible Person become effective before the Policy Effective Date.

Effective Date of Changes Any increase or decrease in the amount of insurance for the Covered Person resulting from:

1. a change in benefits provided by this Policy; or
2. a change in the Employee's Covered Class

will take effect on the date of such change.

Termination of Insurance Insurance for the Covered Person will end on the earliest of:

1. the date the person is no longer in an Eligible Class; and
2. the date the person enters full time active duty in any Armed Forces. We will refund any premium paid for any period of active duty when We receive proof of active duty. Active duty does not include Reserve or National Guard duty for training; and
3. the end of the period for which the last premium is paid; and
4. the date this Policy ends.

Termination does not affect a claim for a Covered Loss due to a Covered Accident that occurs before the termination date. However, in no instance will benefits extend beyond the earliest of:

1. the end of the Benefit Period; and
2. the date benefits equal to any applicable Benefit Limit, as shown in the *Schedule of Benefits*, have been paid; and
3. the date benefits equal to any applicable Policy Aggregate Maximum, as shown in the *Schedule of Benefits*, have been paid.

COMMON EXCLUSIONS

In addition to any benefit-specific exclusion, benefits will not be paid for any Covered Injury or Covered Loss which directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Conditions of Coverages* and *Description of Indemnity Benefits* sections.

1. Intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. commission of or active participation in a riot or insurrection;
4. declared or undeclared war or act of war;
5. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface:
 - a. except as a fare-paying passenger on a regularly scheduled commercial or charter airline;
 - b. being flown by the Covered Person or in which the Covered Person is a member of the crew;
 - c. being used for:
 - i. crop dusting, spraying or seeding, giving and receiving flying instruction, fire fighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or
 - ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);
 - d. designed for flight above or beyond the earth's atmosphere;
 - e. an ultra-light or glider;
 - f. being used by any military authority, except an Aircraft used by the Air Mobility Command or its foreign equivalent;
 - g. being used for the purpose of parachuting or skydiving;
6. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, including exposure, whether or not accidental, to viral, bacterial or chemical agents except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
7. travel in any Aircraft owned, leased or controlled by the Policyholder, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be 'controlled' by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
8. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
9. a Covered Accident that occurs while engaged in the activities of active duty service in the military, navy or air force of any country or international organization. Covered Accidents that occur while engaged in Reserve or National Guard training are not excluded until training extends beyond 31 days;
10. operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Accident occurred.

In addition, benefits will not be paid for services or treatment rendered by any person who is:

1. employed or retained by the Policyholder;
2. living in the Covered Person's household;
3. a parent, sibling, spouse or child of either the Covered Person or the Covered Person's spouse;
4. the Covered Person.

BA-01-1400.00

CLAIM PROVISIONS

Beneficiary The beneficiary is the person or persons the Covered Person names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary, or to make any assignment of rights or benefits permitted by this Policy.

A beneficiary designation or change will become effective on the date the Covered Person executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Covered Person has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Covered Person dies while benefits are payable to him, We may make direct payment to the first surviving class of the following classes of persons:

1. spouse;
2. child or children;
3. parents;
4. siblings;
5. estate of the Covered Person.

Claim Forms We send forms for filing proof of loss when We receive the notice of claim. If claim forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which claim is made.

Legal Actions No action at law or in equity will be brought to recover benefits under this Policy less than 60 days after satisfactory proof of loss has been furnished as required by this Policy. No such action will be brought after expiry of the applicable statute of limitations from the time proof of loss is required to be furnished.

Notice of Claim Written or authorized electronic/telephonic notice must be given to Us or Our agent within 31 days after a Covered Accident occurs or the loss begins or as soon as reasonably possible, but in no case any longer than 15 months after the date of loss. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given at Our home office in Philadelphia, Pennsylvania, such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Policyholder's name and policy number and the Covered Person's name and address.

Payment of Claims All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the Covered Person or to his estate. If any payee of benefits is a minor or otherwise legally incompetent, we will pay benefits to the person designated as his legal guardian or conservator.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay \$1,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

Payment of Claims to Foreign Employees

The Policyholder may, in a fiduciary capacity, receive and hold any benefits payable to Covered Persons whose place of employment is other than:

1. the United States of America;
2. Puerto Rico; or
3. the Dominion of Canada.

We will not be responsible for the application or disposition by the Policyholder of any such benefits paid. Our payments to the Policyholder will constitute a full discharge of Our liability for those payments under this Policy.

Physical Examination and Autopsy

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Proof of Loss

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If: (a) benefits are payable as periodic payments; and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

Recovery of Overpayment

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

Time of Payment

We will pay benefits due under this Policy for any loss, other than a loss for which this Policy provides any periodic payment, immediately upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us, unless otherwise shown in the *Benefits* sections of this Policy.

BA-01-1500.00

ADMINISTRATIVE PROVISIONS

Cancellation

We or the Policyholder may cancel this Policy, after the first year or Policy Term, as of any Premium Due Date by giving the other party 31 days advance written or authorized electronic notice. Any premium rate guarantee will not affect Our or the Policyholder's right to cancel this Policy.

If a premium is not paid when due, We will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the *Schedule of Benefits*.

Cancellation does not affect a claim for a Covered Loss when the Covered Accident occurs before the cancellation date.

Grace Period

A Policy Grace Period of 31 days will be granted for payment of required premiums due after the first premium, unless:

1. We do not intend to renew this Policy beyond the period for which premium has been accepted; and
2. written notice of Our intention not to renew is delivered to the Policyholder at least 31 days before the premium is due.

This Policy will be in force during the Policy Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last day of the Grace Period. The Policyholder is liable to Us for any unpaid premium for the time this Policy was in force.

Premiums

Premium rates are expressed in, and premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the *Rate Table*, the plan and amounts of insurance in effect for Covered Persons and the premium mode selected, as shown in the *Schedule of Benefits*. If Covered Persons' coverage amounts are reduced due to age, premium will be based on the amounts of coverage in force on the day before the reduction took place. We will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder.

Premium Payment

The total premium paid by the Policyholder is the sum of premiums for all Covered Persons. The initial premium is due on the Policy Effective Date and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the *Schedule of Benefits*, unless the Policyholder and We agree to another mode of premium payment. Premiums are paid at Our home office or to Our authorized agent.

If any premium is not paid when due, this Policy will be cancelled as of the Premium Due Date of the unpaid premium, except as provided in any applicable Policy Grace Period section.

Premium Rate Changes

We may change premium rates at the end of any Policy Term or any Premium Rate Guarantee Period with at least 31 days advance notice mailed to the last known address of the Policyholder. We will not increase premium rates more frequently than annually, unless one of the events described below occurs.

We may change the premium rate during a Policy Term or during any applicable Premium Rate Guarantee Period if any one of the following occurs:

1. the terms of this Policy change;
2. the number of Covered Persons or persons eligible for coverage increases or decreases by more than 10% since the later of the Policy Effective Date and the date of the last renewal of this Policy;
3. coverage is reinstated following failure to pay premium during the Grace Period;
4. a change in Covered Persons or persons eligible to be covered which would, on a manual rate basis, require a change of 10% or more in the premium rate;
5. a change in any federal or state law or regulation is enacted, adopted or amended to the extent it affects Our benefit obligations under this Policy;
6. the Policyholder fails to provide sufficient information, as required by Us, to confirm adequacy of premiums and rates currently being paid; or
7. any facultative reinsurance obtained by Us in connection with underwriting or renewal of the Policy is terminated for any reason, or if its cost increases by 10% or more, or Our retention increases by 10% or more.

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

Reinstatement

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid, but not to any period more than 60 days prior to the date of reinstatement.

BA-01-1600.00

GENERAL PROVISIONS

| | |
|---|---|
| Addition of New Employees | All Employees added to the Classes of Covered Classes in the <i>Schedule of Benefits</i> are eligible for insurance under this Blanket Policy. |
| Assignment | <p>We will be bound by an assignment of the Covered Person's insurance under this Policy only when the original assignment or a certified copy of the assignment, signed by the Covered Person and any irrevocable beneficiary, is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while the assignment remains in effect and insurance under this Policy for the Covered Person remains in force.</p> <p>This insurance may not be levied on, attached, garnisheed, or otherwise taken for a person's debts unless contrary to law.</p> |
| Certificates | Where required by law, We will provide a certificate of insurance for delivery to the Covered Person. Each certificate will list the benefits, conditions and limits of this Policy. It will state to whom benefits will be paid. |
| Clerical Error | A person's coverage will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly. |
| Conformity with Statutes | Any provision in this Policy that is in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws. |
| Entire Contract | <p>This Policy, including the endorsements, amendments and any attached papers constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.</p> <p>If an enrollment form of any Covered Person is required, it may also be made a part of this Policy at Our option.</p> |
| Examination of the Policy | This Policy will be available for inspection at the Policyholder's office during regular business hours. |
| Incontestability Of This Policy or Participation Under this Policy | <p>All statements made by the Policyholder to obtain this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy or of participation under this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder.</p> <p>After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.</p> |
| Misstatement of Fact | If the Policyholder has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated. |
| Noncompliance with Policy Requirements | Any express or implied waiver by Us of any requirements of this Policy is not a continuing waiver of such requirements. Any failure by Us to enforce any policy provision will not be a waiver or amendment of that provision. |

Policy Changes

No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. We may agree with the Policyholder to modify a plan of benefits without the Covered Person's consent.

Records

The Policyholder or its authorized Administrator will maintain the records of the Covered Person's insurance under this Policy. We will be permitted to examine the Policyholder's records relating to the insurance under this Policy at any reasonable time. The Policyholder is acting as an agent of the Covered Person for transactions relating to this insurance. The actions of the Policyholder will not be considered the actions of the Insurance Company.

Workers Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation Insurance.

BA-01-1700.00

CONDITIONS OF COVERAGE

This Section describes the Conditions of Coverage under which benefits provided by this Policy become payable. Any benefits are payable only once, even though more than one Condition of Coverage may apply. Please read these and the *Common Exclusions* sections in order to understand all of the terms, conditions and limitations of coverage.

BA-01-2000.00

BUSINESS TRAVEL COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss caused, directly and independently of all other causes, by a Covered Accident which occurs while the Covered Person is:

1. travelling:
 - a. on business of the Policyholder; and
 - b. in the course of the business of the Policyholder; and
 - c. on a trip authorized in advance by the Policyholder; and
 - d. away from the premises of the Policyholder; or
2. making a Short Stay away from the Policyholder's premises in his City of Permanent Assignment.

Definitions For purposes of this coverage:

Short Stay means a trip on business for the Employer and authorized in advance by the Employer and lasting less than 60 days.

City of Permanent Assignment means the city where the Covered Person normally works.

Exclusions Coverage for business travel is not provided during any of the following:

1. normal commuting between the Covered Person's home and place of work;
2. travel to another location where the Covered Person is expected to be assigned for more than 60 days;
3. any activity not authorized or organized, or not reimbursable, by the Policyholder;
4. the Covered Person's Personal Deviation, unless shown in the *Schedule of Benefits*;
5. the Covered Person's driving any vehicle or Private Passenger Automobile for pay or hire;
6. Business Travel Coverage is not in effect while the Covered Person is performing job duties: (a) during work hours; and (b) in a residence work area, which are specified in a written telecommuting agreement between him and his employer.

Other exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2003.00

2229a

BUSINESS TRAVEL COVERAGE

Non-Employee Coverage

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss caused, directly and independently of all other causes, by a Covered Accident which occurs while the Covered Person is:

1. travelling on business of the Policyholder; and
2. on a trip authorized in advance by the Policyholder.

Exclusions Coverage for business travel is not provided during any of the following:

1. normal commuting between the Covered Person's home and place of work;
2. any activity not authorized or organized, or not reimbursable, by the Policyholder;
3. the Covered Person's Personal Deviation, unless shown in the *Schedule of Benefits*;
4. the Covered Person's participation in any race or speed contest;
5. the Covered Person's driving any vehicle or Private Passenger Automobile for pay or hire;
6. Business Travel Coverage is not in effect while the Covered Person is performing job duties: (a) during work hours; and (b) in a residence work area which are specified in a written telecommuting agreement between him and his employer.

Other exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2003.00

2299

EXPOSURE AND DISAPPEARANCE COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss which results, directly and independently of all other causes, from a Covered Accident that causes the Covered Person's unavoidable exposure to the elements following the forced landing, sinking, stranding or wrecking of a vehicle.

If the Covered Person disappears and is not found within one year from the date of wrecking, sinking or disappearance of the conveyance in which the Covered Person was riding in the course of a trip which would otherwise be covered under this Policy, it will be presumed that the Covered Person's death resulted directly and independently of all other causes from a Covered Accident.

Travel or trip must have been authorized in advance by the Policyholder.

Exclusions Exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2006.00

DESCRIPTION OF INDEMNITY BENEFITS

This Description of Indemnity Benefits section describes the Accident Indemnity Benefits provided by this Policy. Benefit amounts, benefit periods and any applicable aggregate and benefit-specific maximums are shown in the Schedule of Benefits. Please read these and the Common Exclusions sections in order to understand all of the terms, conditions and limitations applicable to these Benefits.

BA-01-2200.00

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Covered Loss We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss resulting, directly and independently of all other causes, from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, We will pay the Benefit for the Covered Loss for which the largest benefit is payable. If a Covered Accident causes the Covered Person's death, the total of all Benefits We will pay for Accidental Death and any other Covered Losses will not exceed the Principal Sum.

Definitions **Loss of a Hand or Foot** means complete Severance through or above the wrist or ankle joint.

Loss of Sight means the total, permanent Loss of Sight of one eye. The Loss of Sight must be irrecoverable by natural, surgical or artificial means.

Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

Loss of Hearing means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

Loss of a Thumb and Index Finger of the Same Hand or Loss of Four Fingers of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Loss of Toes means complete Severance through the metatarsalphalangeal joint.

Paralysis or Paralyzed means total loss of use. A Physician must determine the loss of use to be complete and not reversible at the time the claim is submitted.

Quadriplegia means total Paralysis of both upper and lower limbs.

Hemiplegia means total Paralysis of the upper and lower limbs on one side of the body.

Paraplegia means total Paralysis of both lower limbs or both upper limbs.

Uniplegia means total Paralysis of one upper or one lower limb.

Coma means a profound state of unconsciousness from which the Covered Person is not likely to be aroused through powerful stimulation. The Coma must begin within 30 days of the Covered Accident, continue for 60 consecutive days and must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of injuries sustained in that Covered Accident.

Severance means complete separation and dismemberment of the part from the body.

Exclusions Exclusions that apply to this benefit are in the *Common Exclusions* section.

BA-01-2202.00

HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, when the Covered Person suffers a Covered Loss other than a Loss of Life, resulting, directly and independently of all other causes, from a Covered Accident.

This benefit will be payable if all of the following conditions are met:

1. before the date of the Covered Accident causing such Covered Loss, the Covered Person did not require the use of any adaptive devices or adaptation of residence and/or vehicle;
2. as a direct result of such Covered Loss, the Covered Person now requires such adaptive devices or adaptation of residence and/or vehicle to maintain an independent lifestyle;
3. Covered Person requires home alteration or vehicle modification within a year of the date of Covered Accident.

Exclusions Exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2224.00

REHABILITATION BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, when the Covered Person requires Rehabilitation after sustaining a Covered Loss resulting, directly and independently of all other causes, from a Covered Accident.

The Covered Person must require Rehabilitation within two years after the date of the Covered Loss.

Definition For purposes of this benefit:

Rehabilitation means medical services, supplies, or treatment, or Hospital confinement (or part of a Hospital confinement) that satisfies all of the following conditions:

1. are essential for physical rehabilitation required due to the Covered Person's Covered Loss; and
2. meet generally accepted standards of medical practice; and
3. are performed under the care, supervision or order of a Physician; and
4. prepare the Covered Person to return to his or any other occupation.

Exclusions Exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2231.00

SEATBELT AND AIRBAG BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, when the Covered Person's death results, directly and independently of all other causes, from a Covered Accident while wearing a seatbelt and operating or riding as a passenger in a Private Passenger Automobile. An additional benefit is provided if the Covered Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag).

Verification of proper use of the seatbelt at the time of the Covered Accident and that the Supplemental Restraint System properly inflated upon impact must be a part of an official police report of the Covered Accident or be certified, in writing, by the investigating officer(s) and submitted with the Covered Person's claim to Us.

If such certification or police report is not available or it is unclear whether the Covered Person was wearing a seatbelt or positioned in a seat protected by a properly functioning and properly deployed Supplemental Restraint System, We will pay a default benefit shown in the *Schedule of Benefits* to the Covered Person's beneficiary.

Definitions For purposes of this benefit **Supplemental Restraint System** means an airbag that inflates upon impact for added protection to the head and chest areas.

Exclusions Exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2233.00

LIFE INSURANCE COMPANY OF NORTH AMERICA
(herein called the Insurance Company)

AMENDATORY RIDER

**CLAIM PROCEDURES APPLICABLE TO PLANS SUBJECT TO THE
EMPLOYEE RETIREMENT INCOME SECURITY ACT ("ERISA")**

The provisions below amend the Policy to which they are attached. They apply to all claims for benefits under the Policy. They supplement other provisions of the Policy relating to claims for benefits.

This Policy has been issued in conjunction with an employee welfare benefit plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA"). This Policy is a Plan document within the meaning of ERISA. As respects the Insurance Company, it is the sole contract under which benefits are payable by the Insurance Company. Except for this, it shall not be deemed to affect or supersede other Plan documents.

The Plan Administrator has appointed the Insurance Company as the named fiduciary for deciding claims for benefits under the Plan, and for deciding any appeals of denied claims.

Review of Claims for Benefits

The Insurance Company has 45 days from the date it receives a claim for disability benefits, or 90 days from the date it receives a claim for any other benefit, to determine whether or not benefits are payable in accordance with the terms of the Policy. The Insurance Company may require more time to review the claim if necessary due to matters beyond its control. If this should happen, the Insurance Company must provide notice in writing that its review period has been extended for:

- (i) up to two more 30 day periods (in the case of a claim for disability benefits); or
- (ii) 90 days more (in the case of any other benefit).

If this extension is made because additional information must be furnished, these extension periods will begin when the additional information is received. The requested information must be furnished within 45 days.

During the review period, the Insurance Company may require:

- (i) a medical examination of the Insured, at its own expense; or
- (ii) additional information regarding the claim.

If a medical examination is required, the Insurance Company will notify the Insured of the date and time of the examination and the physician's name and location. If additional information is required, the Insurance Company must notify the claimant, in writing, stating what information is needed and why it is needed.

If the claim is approved, the Insurance Company will pay the appropriate benefit.

If the claim is denied, in whole or in part, the Insurance Company will provide written notice within the review period. The Insurance Company's written notice will include the following information:

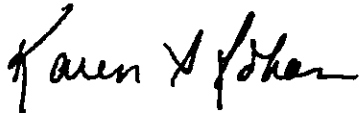
1. The specific reason(s) the claim was denied.
2. Specific reference to the Policy provision(s) on which the denial was based.
3. Any additional information required for the claim to be reconsidered, and the reason this information is necessary.
4. In the case of any claim for a disability benefit: identification of any internal rule, guideline or protocol relied on in making the claim decision, and an explanation of any medically-related exclusion or limitation involved in the decision.
5. A statement regarding the right to appeal the decision, and an explanation of the appeal procedure, including a statement of the right to bring a civil action under Section 502(a) of ERISA if the appeal is denied.

Appeal Procedure for Denied Claims

Whenever a claim is denied, there is the right to appeal the decision. A written request for appeal must be made to the Insurance Company within 60 days (180 days in the case of any claim for disability benefits) from the date the denial was received. If a request is not made within that time, the right to appeal will have been waived.

Once a request has been received by the Insurance Company, a prompt and complete review of the claim will take place. This review will give no deference to the original claim decision. It will not be made by the person who made the initial claim decision, or a subordinate of that person. During the review, the claimant (or the claimant's duly authorized representative) has the right to review any documents that have a bearing on the claim, including the documents which establish and control the Plan. Any medical or vocational experts consulted by the Insurance Company will be identified. Issues and comments that might affect the outcome of the review may also be submitted.

The Insurance Company has 60 days (45 days, in the case of any disability benefit) from the date it receives a request to review the claim and provide its decision. Under special circumstances, the Insurance Company may require more time to review the claim. If this should happen, the Insurance Company must provide notice, in writing, that its review period has been extended for an additional 60 days (45 days in the case of any disability benefit). Once its review is complete, the Insurance Company must state, in writing, the results of the review and indicate the Plan provisions upon which it based its decision.



President

TL-009000

LIFE INSURANCE COMPANY OF NORTH AMERICA
Philadelphia, PA 19192-2235

We, Wittenberg University, whose main office address is Springfield, OH, hereby approve and accept the terms of Group Policy Number ABL 961894 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA.

This form is to be signed in duplicate. One part is to be retained by Wittenberg University; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

Wittenberg University

Signature and Title: _____ Date: _____

(This Copy Is To Be Returned To Life Insurance Company of North America)

LIFE INSURANCE COMPANY OF NORTH AMERICA
Philadelphia, PA 19192-2235

We, Wittenberg University, whose main office address is Springfield, OH, hereby approve and accept the terms of Group Policy Number ABL 961894 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA.

This form is to be signed in duplicate. One part is to be retained by Wittenberg University; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

Wittenberg University

Signature and Title: _____ Date: _____

(This Copy Is To Be Retained By Wittenberg University)

**NOTICE CONCERNING COVERAGE
LIMITATIONS AND EXCLUSIONS UNDER THE OHIO LIFE
AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

Residents of Ohio who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Ohio Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policy-holders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The Ohio Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Ohio. You should not rely on coverage by the Ohio Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus. You should check with your insurance company representative to determine if you are only covered in part or not covered at all.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

**Ohio Life and Health Insurance
Guaranty Association
1840 Mackenzie Drive
Columbus, Ohio 43220**

**Ohio Department of Insurance
2100 Stella Court
Columbus, Ohio 43266-0566**

The state law that provides for this safety-net coverage is called the Ohio Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of this guaranty association.

COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in Ohio and hold a life or health insurance contract, annuity contract, unallocated annuity contract, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by a medical, health or dental care corporation, an HMO, a fraternal benefit society, a mutual protective association or similar plan in which the policy holder is subject to future assessments, or by an insurance exchange.

The association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group contract holder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Association is obligated to pay out: The Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the association will not pay more than \$100,000 in cash surrender values, \$100,000 in health insurance benefits, \$100,000 in present value of annuities, or \$300,000 in life insurance death benefits -again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages.

Note to benefit plan trustees or other holders of unallocated annuities (GICs, DACs, etc.) covered by the act: For unallocated annuities that fund governmental retirement plans under ••401(k), 403(b) or 457 of the Internal Revenue Code, the limit is \$100,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the association be liable to spend more than \$300,000 in the aggregate per individual. For covered unallocated annuities that fund other plans, a special limit of \$1,000,000 applies to each contractholder, regardless of the number of contracts held with the same company or number of persons covered. In all cases, of course, the contract limits also apply.

RIGHT TO FILE A COMPLAINT

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? Your satisfaction is very important to us. If you are having problems with your insurance, do not hesitate to contact the insurance company to resolve your problem.

**Life Insurance Company of North America
Customer Advocate/Compliance Office
1601 Chestnut Street, TL16D
Philadelphia, PA 19192
Or via e-mail to: CGICustomerComplaints@cigna.com**

You can also contact the OHIO DEPARTMENT OF INSURANCE and file a complaint. You can contact the OHIO DEPARTMENT OF INSURANCE BY contacting:

**Ohio Department Of Insurance
Consumer Services Division
2100 Stella Court
Columbus, OH. 43266-0566
1-800-686-1526
614-644-2673**