

TABLE OF CONTENTS

Section	Page
SECTION 1 - SCHEDULE OF BENEFITS	1
SECTION 2 – DEFINITIONS	2
SECTION 3 – ELIGIBILITY PERSONS	3 3
SECTION 4 - LIFE INSURANCE BENEFIT PERSONS CONVERSION PRIVILEGE	4 4 4
SECTION 5 - CLAIM PAYMENT BENEFICIARY	7 7
SECTION 6 - GENERAL PROVISIONS	9

SECTION 1 - SCHEDULE OF BENEFITS

THE AMOUNT OF INSURANCE OF ANY PERSON SHALL BE BASED UPON THE FOLLOWING:

FORMS OF INSURANCE

**AMOUNT OF INSURANCE
PERSONS**

LIFE INSURANCE BENEFIT

All eligible members in good standing as follows:

Years of Continuous Membership

More than 1 year but less than 6 years	\$ 100.00
More than 6 years but less than 12 years	\$ 200.00
More than 12 years but less than 18 years	\$ 500.00
More than 18 years but less than 24 years	\$ 1,000.00
More than 24 years	\$ 1,500.00

SECTION 2 - DEFINITIONS

Defined terms are shown in the Policy with an initial capital letter. The following definitions apply to these terms when used in the Policy, unless otherwise defined where such term is used.

Company

The Union Labor Life Insurance Company, 8403 Colesville Road, Silver Spring, MD 20910.

Officer of the Company

The Chairman, Chief Executive Officer, President, a Vice President, the Secretary or Assistant Secretary of the Company.

Person

An employee and/or member of a Participating Employer who is insured under the Policy and in a Class of Eligible Persons.

Policy

The contract, the application, and any subsequent amendment that the Company issues to the Policyholder.

SECTION 3 - ELIGIBILITY

PERSONS

Classes of Eligible Persons

The following classes of Persons are eligible for insurance under the Policy:

All members in good standing in the Laborers' District Council of Western Pennsylvania.

When A Person First Becomes Eligible

A Person, who is in a Class of Eligible Persons on or after the Policy Effective Date, will be eligible for the insurance provided by the Policy on the later of the:

1. Policy Effective Date; or
2. the date the Person becomes a member in good standing with the union or a gold card member 52 years of age or older.

Effective Date of Person's Insurance

A Person's insurance will become effective on the date he or she is eligible.

When a Person's Insurance Terminates

A Person's insurance under the Policy will terminate upon the earliest of:

1. the date the Policy terminates;
2. the date the Person is no longer in a Class of Eligible Persons under the Policy;
3. the date premium payments on behalf of the Person cease; or
4. the date the Person fails to pay the required premium, if any, when due.

Reinstatement of Insurance

If a Person's insurance terminates for any reason, he or she may again become eligible for the insurance by satisfying the requirement of eligibility as a new employee under the provision titled *When a Person First Becomes Eligible* in this Section of the Policy.

SECTION 4 - LIFE INSURANCE BENEFIT

PERSONS

The Life Insurance Benefit will be paid if a Person dies while insured under this benefit.

Benefit Determination

The amount of benefit to be paid will be the Amount of Insurance as shown in the **Schedule of Benefits** Section which is in force for the Person on the date of his or her death, subject to all the terms and conditions of the Policy.

Benefit Payment

The benefit will be paid to the Person's named Beneficiary, upon receipt of due proof of death, as provided in the **Claim Payment** Section.

Assignment of Benefits

A Person may not assign his or her Life Insurance Benefit under the Policy to any individual or entity.

CONVERSION PRIVILEGE

If an individual's Life Insurance Benefit, or any portion thereof, terminates, he or she is entitled to convert all or a portion of the Amount of Insurance which has been terminated. This conversion will be to an individual policy of life insurance ("Conversion Policy"). The individual will not be required to submit proof of good health to convert.

Conversion Rights for Persons

Conversion Rights, upon Individual Termination or Class Change

If a Person's Life Insurance Benefit, or any portion thereof, terminates because he or she:

1. ceases to be eligible under "Classes of Eligible Persons" appearing under PERSONS in the **Eligibility** Section; or
2. transfers from one Class of Eligible Persons to another, and the class to which he or she has transferred, offers lesser benefits;

he or she may convert up to the Amount of Insurance which terminated, less any amount for which he or she becomes eligible under the Life Insurance Benefit of the Policy or under any other group policy within 31 days from the date of termination.

**SECTION 4 - LIFE INSURANCE BENEFIT
(Continued)**

Conversion Rights Upon Individual Reduction due to Age or Retirement

If a Person's Life Insurance Benefit is reduced because of the individual's:

1. age; or
2. retirement;

he or she may convert up to the amount of the reduction.

Conversion Rights upon Policy or Class Termination

If a Person's Life Insurance Benefit terminates because the Policy:

1. terminates; or
2. is amended to terminate coverage for a Class of Eligible Persons under which the Person was insured;

he or she may convert to an amount that does not exceed the lesser of the following, provided the Person has been continuously insured under the Life Insurance Benefit of the Policy (or the plan which the Policy replaced) for at least 5 years:

1. the amount of Life Insurance Benefit in effect for the Person on the date of termination, less any amount for which he or she is or becomes eligible under the Policy or any other group policy (which replaces the Policy) within 31 days after the date of termination; or
2. \$2,000.

Notice of Conversion Privilege

The Policyholder must notify an individual of his or her right to convert. If the notice is not given by the 16th day of the 31-day Conversion Period, the individual will have an additional period in which to convert. The additional period will expire 15 days from the date he or she is notified, but in no event will the right to convert be extended more than 60 days beyond the date the individual's insurance terminated under the Policy. Written notice presented to the individual, or mailed to his or her last known address, shall constitute notice for purposes of this provision.

In no event is the individual's Life Insurance Benefit extended beyond the end of the 31-day Conversion Period, whether or not notice is given.

Conversion Period

To qualify for a Conversion Policy, an individual must submit a written application to the Company and pay the first premium due within 31 days from the date his or her Life Insurance Benefit terminates under the Policy, unless an additional period in which to convert has been granted as shown in *Notice of Conversion Privilege* in this Section.

**SECTION 4 - LIFE INSURANCE BENEFIT
(Continued)**

Conversion Policy

An individual who is eligible to convert is entitled to convert to any individual policy which is then being offered by the Company, other than term insurance, or insurance which provides disability or other supplemental benefits.

Premium Rates

The premium rates for the Conversion Policy will be the Company's premium rates in effect for the amount and type of policy elected and based on the individual's class of risk and attained age (age nearest birthday at the date of issue of the Conversion Policy) on the effective date of the Conversion Policy.

Effective Date

The individual life insurance Conversion Policy will take effect:

1. at the end of the 31-day period; or
2. 31 days after the date of the notice, but not beyond 60 days after insurance terminated under the Policy;

provided the premium has been paid before the end of such period.

Death Within the Conversion Period

If an individual dies during the 31-day Conversion Period, the maximum Amount of Insurance which he or she was entitled to convert under the Life Insurance Benefit will be paid as a benefit under the Policy, to the last Beneficiary named by the individual, whether or not conversion was applied for, and premium paid.

If a Conversion Policy was applied for, such Conversion Policy will be null and void even if the Conversion Policy had been issued; and no death claim will be payable under the Conversion Policy. The Company will return any premium paid for the Conversion Policy.

Limitation on Amount Converted

No individual who is insured or who becomes insured under the Policy and who holds an individual life insurance policy obtained through exercise of the Conversion Privilege of the Policy, shall again be entitled to exercise the Conversion Privilege for which he or she is otherwise eligible as long as such individual policy of life insurance remains in effect.

SECTION 5 - CLAIM PAYMENT

BENEFICIARY

For Persons

A Person's Beneficiary is the party or parties named by the Person, as shown on the Company's records, to receive the benefits payable under the Policy upon the Person's death. The Person may name one or more Beneficiaries to receive the death benefit.

The Person may change the Beneficiary at any time, without the consent of the previously named Beneficiary. Such change must be requested in writing on a form furnished by or satisfactory to the Company. Such change will take effect upon receipt of the signed form at the Main Administrative Office of the Company.

Upon receipt of Satisfactory Proof of Claim, the Company will pay the death benefit due under the Life Insurance Benefits to the Person's named Beneficiary as follows:

1. If the Person has named more than one Beneficiary, each surviving Beneficiary will share equally, unless otherwise indicated by the Person when the Beneficiaries were named.
2. If there is no named Beneficiary, or if no named Beneficiary is surviving at the time of death of the Person, payment will be made to the first surviving class in the following order of preference:
 - a. the surviving spouse;
 - b. the Person's children, in equal shares;
 - c. the Person's parents, in equal shares;
 - d. the Person's brothers and sisters, in equal shares; or
 - e. the executors or administrators of the Person's estate.

In order to determine which class of individuals is entitled to the death benefit, the Company may rely on an affidavit made by any individual listed above. If payment is made based on such affidavit, the Company will be discharged of its liability for the amount so paid, unless written notice of claim by another individual listed above is received before payment is made.

3. If the Beneficiary is a minor or someone not able to give a valid release for payment, the Company will pay the benefit to his or her legal guardian. If there is no legal guardian, the Company may pay the individual or institution who has, in its opinion, custody and principal support of such Beneficiary. The Company will be fully discharged of its liability for any amount of benefit so paid in good faith.

Proof of Claim

Satisfactory Proof of Claim will include a certified copy of the individual's death certificate and any other data that the Company may require to establish the validity of the claim.

SECTION 5 - CLAIM PAYMENT **(Continued)**

Facility of Payment

If an individual appears to the Company to be equitably entitled to compensation because he or she has incurred expenses on behalf of the Person's burial, the Company may pay to such individual the expenses incurred up to \$250. Such payment, however, shall not exceed the amount due under the Policy. The Company will be fully discharged of its liability for any amount of benefit so paid in good faith.

Mode of Payment

Death benefit proceeds will be paid to the Beneficiary in one lump sum, unless the Person has elected to have the proceeds paid in installments under an optional plan that is then being offered by the Company. Details of such optional plans are available on request from the Company. If the Person does not elect an optional plan for payment of death benefit proceeds, the Beneficiary may do so after the Person's death.

Maximum Payment of Benefits

The total benefit payable under the Policy for Life Insurance will never exceed the Amount of Insurance shown in the **Schedule of Benefits** Section. In no event will payment be made under more than one of the following Life Insurance provisions:

1. Life Insurance Benefit; or
2. Conversion Privilege.

SECTION 6 - GENERAL PROVISIONS

New Entrants

Eligible new individuals may be added from time to time, to the group or class of individuals originally insured, in accordance with the terms and conditions of the Policy.

Statements; Incontestability of Insurance

All statements made by the Policyholder or a Person are considered, except for fraud, to be representations and not warranties. No such statements may be used to contest the validity of the Policy, or a Person's insurability unless:

1. it is in writing and signed by the Policyholder or the Person; and
2. a copy of the statement is given to the Policyholder, the Person or his or her Beneficiary.

A Person's insurance, for which proof of good health was required, will not be contested after such insurance has been in force for 2 years during his or her lifetime. This provision does not preclude the Company from asserting defenses based upon the Person's ineligibility for insurance or non-payment of premium.

Misstatement of Age

If the age of a Person has been misstated, the Company will use the Person's true age to determine:

1. the effective date or termination date of the Person's insurance under the Policy;
2. the amount of insurance; and
3. any other rights or benefits affected by age.

Based on true age, the Company may make an adjustment to the premiums, the benefits, or both.

Policy Not in Lieu of Workers' Compensation Insurance

The Policy is not in lieu of, and does not affect any requirements for insurance by state Workers' Compensation Insurance laws.

Conformity with State Statutes

Any provision of the Policy that is in conflict with the laws of the state in which the Policy is delivered, or issued for delivery, is amended to conform to the minimum requirements of those laws.