



Blue Shield of California Life & Health Insurance Company
50 Beale Street, 20TH Floor
San Francisco, CA 94105

Certificate of Insurance

BASIC GROUP TERM LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)

Blue Shield of California Life & Health Insurance Company, (Blue Shield Life) certifies that a Basic Group Life and AD&D Insurance Policy ("Policy") has been issued to the Policyholder named below. The Policy insures the Policyholder's Covered Employees who are eligible for the insurance, become insured and continue to be insured according to the terms of the Policy. This Certificate is part of the Policy. The Policy is a contract between Blue Shield Life and the Policyholder and may be changed or ended without your consent or notice to You.

Policyholder: JAMES PERSE ENTERPRISES INC

Associated Companies: JAMES MCBRIDE N2129, LLC

Basic Life and AD&D Group Policy Number: W0054268

Effective Date: August 1, 2019

Blue Shield of California Life and Health Insurance Company

Seth A. Jacobs, Secretary
Blue Shield of California Life & Health Insurance Company

Jeff Smith
President
Blue Shield of California Life & Health Insurance Company

THIS CERTIFICATE ONLY DESCRIBES GROUP TERM LIFE AND AD&D INSURANCE

The terms of the Policy which affect a Covered Employee's insurance are summarized in the following pages. This Certificate replaces any other which We may have issued to the Policyholder to give to You under the contract specified herein.

An independent licensee of the Blue Shield Association A49922



CERTIFICATE INQUIRIES and NOTIFICATIONS

Inquiries about this Certificate should be directed to:

Blue Shield of California Life and Health Insurance Company
50 Beale Street, 20TH Floor
San Francisco, CA 94105
Customer Service Phone Number – 1-888-256-3650

Should you have any questions, please contact Us in writing or by phone
at 1-888-256-3650

If We are not able to resolve an inquiry satisfactorily, the Certificateholder may
request a review by the California Department of Insurance at:

Consumer Affairs Office
California Department of Insurance
300 South Spring Street
Los Angeles, CA 90013
Telephone: 1-800-927-4357

Website: <http://www.insurance.ca.gov/01-consumers/101-help/index.cfm>

Legal remedies may not begin unless and until the Certificateholder has
attempted resolution with 1) Blue Shield of California Life and Health Insurance
Company and 2) the California Department of Insurance.



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SCHEDULE OF INSURANCE

Basic Life Insurance and Accidental Death and Dismemberment

YOUR BASIC LIFE AND AD&D COVERAGE

CLASS	CLASS DESCRIPTION	BASIC LIFE INSURANCE	BASIC AD&D INSURANCE PRINCIPAL SUM
Class 1	All Full-Time Employees working at least 30 hours per week	1 times Basic Annual Salary, rounded to the next higher \$1,000; subject to a maximum of \$200,000	1 times Basic Annual Salary, rounded to the next higher \$1,000; subject to a maximum of \$200,000

Waiting Period – As established by the Policyholder

The Basic Life Insurance and AD&D insurance is Noncontributory. You are not required to make contributions for Basic Life and AD&D insurance.

The Policyholder shall not require You to contribute to the cost of Noncontributory insurance except where necessary for the Policyholder to comply with a collective bargaining agreement or strike or where required by applicable tax law.

EFFECTIVE DATE OF COVERAGE

Your Effective Date of Coverage will be:

- 1) The Policyholder's Effective Date if You are a current, Full-Time, Actively-At-Work Covered Employee; or
- 2) As established by the Policyholder for a new Covered Employee who is Actively At Work.
- 3) The day You resume Active Work if You are not Actively at Work on the Effective Date.

See Eligibility section for more detailed information.



REDUCTION IN INSURANCE

If You are age 65 on your Effective Date, Your group Life and AD&D Insurance benefit will be limited to the percentage shown below. If You reach age 65 after Your Effective Date, Your Life and AD&D Insurance will be reduced to the percentage shown below on the first day of the month following Your birthday.

Your Age	Percentage of Life and AD&D Insurance Benefit after Reduction
65 through 69	Your benefit will reduce to 65% of the original amount
70 and Up	Your benefit will reduce to 50% of the original amount
Terminates at Retirement	Your benefit will terminate when You retire

DEFINITIONS

To help you recognize these special words and phrases, the first letter of each word is capitalized.

Accident means a sudden, unexpected, unusual, specific and abrupt event. Such event must occur at an identifiable time and place while coverage is in force. Any loss caused by, or resulting from, a sickness, disease, bodily or mental infirmity; or medical or surgical treatment; or infection not considered caused by the Accident unless the infection is secondary to and directly the result of the Injury.

Actively at Work or Active Work means that a Covered Employee is performing all of the usual and customary duties of his/her job on a Full-Time basis. This may be done at the Policyholder's place of business, an alternate place approved by the Policyholder, or a place to which the Policyholder requires the person to travel. A Covered Employee will be deemed to be Actively at Work on weekends or on approved vacations, holidays or business closures if the person was Actively at Work on the last scheduled work day preceding such time off.

AD&D Insurance means accidental death and dismemberment insurance.

Base Annual Salary/Earnings means only the salary or wage the Covered Employee receives for services rendered to the Policyholder. Overtime pay, commissions, bonuses and other extra pay are not included.

Basic means Life Insurance and/or AD&D Insurance provided to You under a sponsored plan paid by the Policyholder.

Beneficiary means the person(s) to whom We will pay the Life and AD&D benefit.

Certificate means the portion of the Policy that is applicable to all eligible persons and explains the benefits applicable and available to Covered Employee.

Certificateholder means the Covered Employee who is eligible for benefits provided by the Policyholder's Policy and who has received a Certificate.

Covered Employee(s) means the Policyholder's employee insured under the Policy.

Covered Loss with respect to:

- life, means loss of life due to Injury;
- hand or foot, means complete severance from the body at or above the wrist or ankle joint, as applicable;
- to eye, loss means complete and uncorrectable loss of sight, visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees;
- to hearing, loss means complete and irrevocable loss of hearing;
- to speech, loss means complete and irrevocable loss of speech;



- to thumb and index finger, loss means complete severance;
- Paralysis, means loss of use of one or more limbs without severance, (see definition of Paralysis).

Effective Date means month, day, and year at 12:01 AM Pacific time (when used with regard to eligibility dates, changes, or termination of insurance).

Eligible Class means a group of people defined by a common characteristic, including but not limited to a demographic or geographic group, employees of a certain job description or a certain level or dependent on number of hours worked.

Evidence of Insurability means a statement of Your medical history which We will use to determine if You are approved for coverage.

Full-Time means Actively at Work on the Policyholder's regular work schedule for the class to which the Covered Employee belongs.

Injury means bodily injury proximately caused by an Accident. The injury must occur while coverage is in effect.

Insured Person means any person insured under the group Policy.

Intoxicated means that the person's blood alcohol level meets or exceeds the level at which Intoxication is defined in the state where the Accident occurred. Whether or not someone is Intoxicated does not need to be established through any legal proceedings.

Life Insurance means group term Life Insurance that is offered through a Policyholder.

Noncontributory means insurance for which the Policyholder does not require You to pay any part of the Premium.

Paralysis means the complete loss of use of a limb, without severance. A Physician must certify the Paralysis to be complete and irreversible.

Physician means a licensed medical professional other than You or Your relative diagnosing and treating You within the scope of his/her license.

Policy means the agreement between Us and the Policyholder that covers the Policyholder's employees, members, subscribers or participants and consists of the Policy, Certificate, endorsements, amendments.

Policyholder means any one of these entities; employer group, trust, trustee, association, organization, school, college, school district newspaper, affiliated employers, government organization, or union that provides coverage to its employees or members through a contract with Blue Shield Life.

Premium means the amount the Policyholder shall pay to Us for the insurance provided under the group Policy.



Principal Sum means the total amount of Accident benefits payable for all Covered Losses resulting from any one Accident and will not be greater than the coverage amount set forth in the Schedule of Insurance.

Proof of Loss or Proof means written evidence that a person has satisfied the conditions and requirements for any benefit described in the Certificate within the required time period of 90 days. The Proof of Loss shall establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

For claims other than death claims, You must provide written Proof of Loss to Us within 90 days after the occurrence or loss. Failure to furnish Proof within the time required shall not invalidate or reduce the claim if it was not reasonably possible to give Proof within the time, provided Proof is furnished to us as soon as reasonably possible and, except in the absence of legal capacity, no later than one year from the time Proof is otherwise required.

Signed or Signature means any symbol or written method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper or electronic or telephonic media, and which is consistent with applicable law.

SSNRA means the Social Security Normal Retirement Age as figured by the 1983 amendment or any later amendment to the Social Security Act.

Total Disability/Totally Disabled means (A) during the first 24 months You are unable to perform with reasonable continuity the substantial and material duties of Your job due to sickness or bodily injury; and (B) after the first 24 months You, due to sickness or Injury, are unable to engage with reasonable continuity in any other job in which You could be reasonably expected to perform satisfactorily in light of Your age, education, training, experience, station in life, or physical or mental capacity.

Waiting Period means the continuous length of time that You must be Actively at Work in an Eligible Class before becoming eligible for coverage. The Waiting Period is as stated in the Schedule of Insurance.

We, Our, and Us means BlueShield of California Life and Health Insurance Company (Blue Shield Life).

You, Your and Yours means the Covered Employee to whom this Certificate is issued to or applicable to and whose insurance is in force under the terms of the Policy.



ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFITS FOR COVERED EMPLOYEE

Benefit

If You sustain an Injury that causes a Covered Loss within 365 days of the date of that Injury, We will pay the benefit listed below:

Loss	Benefit (Percentage of Principal Sum)
Loss of Life	100%
Loss of a hand or foot by severance at or above the wrist or ankle	50%
Loss of an arm or leg by severance	75%
Loss of sight in one eye or hearing in one ear (as defined)	50%
Loss of sight in both eyes or hearing in both ears (as defined)	100%
Loss of speech (as defined)	50%
Loss of speech and hearing	100%
Loss of a thumb and index finger or all 4 fingers on the same hand	25%
Loss of all toes on one foot	25%
Paralysis of both upper and lower limbs (Quadriplegia)	100%
Paralysis of both lower limbs or both upper limbs (Paraplegia)	75%
Paralysis of upper and lower limb one side (Hemiplegia)	50%
Paralysis of one arm or leg	25%

Proof of Loss must be sent to Us. When We receive such Proof, We will review the AD&D claim and, if covered. We will pay the AD&D Insurance in effect on the date of the Injury.



We will deem a Covered Loss to be the direct result of an Injury if it results from unavoidable exposure to the elements and such exposure was a direct result of an Accident.

Presumption of Death

You will be presumed to have died as a result of an Injury if:

- the aircraft or other vehicle in which You were travelling disappears, sinks, or is wrecked; and
- the body of the person who has disappeared is not found within 365 days of the date the aircraft or other vehicle was scheduled to have arrived at its destination, if travelling in an aircraft or other vehicle operated by a Common Carrier.

Benefit Payment

If You sustain more than one Covered Loss due to an Injury, the amount We will pay You will not exceed the Principal Sum. Payment of additional benefits that are not part of the Covered Loss will be paid in excess of the Principal Sum.

We will pay AD&D Insurance benefits in one lump sum. Other modes of payment may be available upon request.

ADDITIONAL AD&D BENEFITS FOR COVERED EMPLOYEE

ADDITIONAL BENEFITS	PERCENTAGE OF PRINCIPAL SUM	MINIMUM/MAXIMUM
Seat Belt/Airbag Use Benefit	10%	Up to \$25,000
Coma	50%	60-day Minimum
Common Carrier	100%	1X Principal Sum
Child(ren) Education	\$2,500 for up to 4 consecutive years	Maximum Annual Charges up to \$10,000 for 4 years
Spouse/Domestic Partner Education	\$5,000 for enrollment within one year	Maximum charge up to \$5,000 for one academic year
Felonious Assault	10%	Robbery, holdup or attempt threat or Kidnapping while attempting a hold up Maximum Benefit \$25,000
Repatriation	\$2,000	Must be 100 miles from principal residence
Surgical Reattachment	10%	An additional benefit percentage of the amount that otherwise would be payable without reattachment; Balance paid if reattachment is not successful within 365 days

Seat Belt/Air Bag Use Benefit

We will pay an additional amount, shown in the chart, if a benefit is payable under the AD&D benefit for Your Covered Loss of life as the result of an Accident which occurs while You were driving or riding in an Automobile if:

- the Automobile is equipped with Seat Belts and Airbags;
- the Seat Belt and Air bag was in actual Use and properly fastened and deployed at the time of the Accident;
- the position of the Seat Belt and Air Bag is certified in the official report of the Accident or by the investigating officer. A copy of the police Accident report must be submitted with the claim;
- You died as a result of injuries sustained in the Accident;
- You were driving or riding in an Automobile driven by a licensed driver who was neither;
 - Intoxicated or driving while impaired. Intoxication and impairment shall be determined without conviction, by the law of the jurisdiction in which the Accident occurred. Whether or not someone is Intoxicated does not need to be established through any legal proceedings; nor
 - Under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title 11 of the Comprehensive Drug Abuse and Control Act of 1970 as now or hereafter amended, unless as prescribed by a licensed physician and used in the manner prescribed.
- **Automobile** means a four-wheel passenger car (including Policyholder owned cars), station wagon, jeep, pick-up truck and van-type car licensed for use on the highways.

Seat Belt means those belts that form an occupant restraint system in an Automobile.

Air Bag means an inflatable passive restraint system, installed by the manufacturer of the Automobile, or proper replacement parts as required by automobile manufacturer's specifications that inflates upon collision to protect an individual from injury or death. A Seat Belt is not an Air Bag.

Coma Benefit

We will pay an additional amount as set forth in the Schedule of Insurance, if You as a result of an Injury fall into a Comatose state, if:

- the Comatose state begins within 31 days of the Accident; and
- the Insured Person remains continuously comatose for at least 60 days

Comatose state means a profound state of unconsciousness which resulted directly or independently from all other causes from a covered accident, and from which You are not likely to be aroused through powerful stimulation. 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 the covered accident.

Common Carrier Benefit

We will pay an additional amount as set forth in the Schedule of Insurance, if You die as a result of an Accident which occurs while You are a fare-paying passenger of a Public Conveyance that;

- is run by a common carrier regulated by the government; and
- transports passengers for hire; and
- is not a chartered or other privately arranged conveyance.

Public Conveyance or Common Carrier means:

- any land or water carrier licensed for the transportation of passengers for hire, or;
- any aircraft operated by a business organized to operate an aircraft service and licensed for the transportation of passengers for hire.

Child(ren) Education Benefit

We will pay an additional amount as set forth in the Schedule of Insurance for an Education Benefit for Your Child(ren) if You die as a result of an Injury and We receive proof that on the date of Your death a Child(ren):

- was enrolled as a full-time student in an accredited college, university or vocational school; and
- incurs expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to, or approved and certified by such school.

We will pay this amount for each Child(ren) who qualifies for this benefit before the age of 26.

We may require Proof of the Child(ren)'s continued enrollment as a full-time student during the period for which a benefit is claimed.



We will pay this benefit semi-annually when We receive Proof that tuition charges have been paid.

Spouse/Domestic Partner Education Benefit

We will pay an additional amount as set forth in the Schedule of Insurance to Your Surviving Spouse/Domestic Partner for an Education Benefit if You die as a result of an Injury; and

- on the date of Your death, Your Spouse/Domestic Partner was enrolled as a full-time student in a school; or
- within 12 months after the date of Your death, Your Spouse/Domestic Partner enrolls as a full-time student in a school.

We will pay this benefit semi-annually when We receive Proof that tuition charges have been paid. Payment will be made to the Spouse/Domestic Partner.

Felonious Assault Benefit

We will pay an additional percentage as set forth in the Schedule of Insurance of the amount of benefit payable if You incur a Covered Loss as the result of a violent criminal act or felonious assault. The felonious assault must be inflicted by someone other than fellow employees or members of Your family or household and must occur while You are working for or on Your employer's premises. A report of the criminal activity is required to have been filed with the appropriate law enforcement authority as soon as reasonably possible after the incident. The criminal and civil codes where the felonious assault or attempt was perpetrated will be the basis for interpretation of the terms used in this paragraph.

Coverage does not apply to any Injury sustained from You or Your Dependent's own criminal act or any attempted criminal act.

Repatriation Benefit

We will pay an additional amount, as set forth in the Schedule of Insurance, for the preparation and transportation of Your mortal remains to a mortuary for burial or cremation, if;

- the Loss of Life benefit is payable under the AD&D benefit; and
- the death occurs at least 100 miles away from Your place of permanent residence.

This benefit does not pay for any funeral services or costs.

Surgical Reattachment

In the event of a loss of a body member that would normally be eligible for a Covered Loss amount from the AD&D benefit chart, except that it is surgically reattached, We will pay the percentage in the additional benefit chart for surgical reattachment at the time of the surgery. If for any reason the surgical reattachment is not successful within 365 days of the Injury, then the balance of



the amount payable for total Covered Loss on the AD&D benefit chart for that specific body member will be paid. The Principal Sum will be reduced by each amount payable under this benefit.

LIMITATIONS AND EXCLUSIONS

We will not pay AD&D insurance benefits for any of the following;

- for any condition or loss caused or substantially contributed to by war or act of war, declared or not declared including service in the armed forces of any country or international authority; or
- for any condition or loss caused or substantially contributed to by any attempted suicide, suicide, or any Intentionally self-inflicted injury, while sane or insane; or
- for any condition or loss caused or substantially contributed to by any participation in a riot, insurrection or terrorist activity; or
- for any condition or loss caused or substantially contributed to by committing or attempt to commit a felony; or
- for any condition or loss caused or substantially contributed to by voluntary intake of either;
 - any drug, unless prescribed or administered by a physician and taken in accordance with the physician's instructions; or
 - poison, gas or fumes, unless they are the direct result of an occupational accident; or
- for any condition or loss in consequence of the Insured being Intoxicated, as defined by the jurisdiction where the condition or loss occurred. Whether or not someone is Intoxicated does not need to be established through any legal proceedings; or
- for any condition or loss caused or substantially contributed to by engaging in an illegal occupation; or
- for any condition or loss caused or substantially contributed to by engaging in any aviation or aviation-related sports other than as a fare-paying customer.

ELIGIBILITY

Eligible Class(es)

All Full-Time Actively at Work Covered Employees in an employer group, trust, association, school or other organization who are eligible for the Policy Benefits elected by the Policyholder.

Further, to be considered eligible for participation, You must be:

- in a covered classification as defined by the Policyholder, if applicable; and
- have completed the eligibility Waiting Period if any, for the Policyholder.

The Policyholder is responsible for notifying Us should Your eligibility status change.

CHANGES IN COVERAGE

Enrollment during Any Subsequent Annual Enrollment Period

An annual enrollment period means a period of time during which eligible persons may apply for coverage or request changes to their existing coverage amounts. You must complete the Evidence of Insurability and receive approval from the Company to enroll. This provision does not apply to Noncontributory insurance.

Changes to Your Coverage due to a Qualifying Event

Under the rules of the Policy, You may apply for insurance for which You are eligible or change the amount of Your insurance between annual enrollment periods only if You have a Qualifying Event. If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the first of the month following the day You resume Active Work.

Qualifying Event means the following changes in family status:

- marriage;
- the birth, adoption or placement for adoption of a Dependent Child(ren);
- divorce or annulment;
- court-appointed legal guardianship;
- the death of a Spouse/Domestic Partner or Child(ren); or
- a Child(ren) ceases to qualify as a Child(ren) under the terms of the Policy.

If You have a Qualifying Event, You will have 31 days from the date of that event to make a request for enrollment. The insurance enrolled for or changes to Your insurance made as a result of a Qualifying Event will take effect as follows:

- on the first day of the month following the date of Your request, if You are Actively at Work on that date; or
- if you are not Actively at Work, Your insurance coverage will take effect on the first day of the month following the date you resume Active Work.



Evidence of Insurability ("E of I")

Evidence of Insurability will be provided at our expense.

Evidence of Insurability is required if:

- You are a late applicant which means you enroll for Contributory or Voluntary insurance more than 31 days after Your eligibility date; or
- You voluntarily cancelled Your insurance and choose to reapply.

Receipt of premium before we have approved Evidence of Insurability will not constitute acceptance and does not guarantee issuance of any benefit amount prior to approval.

You may obtain an Evidence of Insurability form from the Policyholder.

Exception to Evidence of Insurability

If Your coverage terminates due to an approved leave of absence or a military leave, We will waive any Waiting Period or Evidence of Insurability requirement upon the Insured Person's return; provided:

- the person returns within 6 months after the leave begins;
- the person applies or is enrolled within 31 days after resuming Active Work; and
- the reinstated amount of insurance does not exceed the amount which terminated.



DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

- the date the Policy terminates; or
- the date insurance eligibility ends for Your Eligible Class; or
- the end of the period for which the last Premium has been paid for You; or
- the date Your employment ends. Your eligibility will end if You cease to be Actively at Work in any Eligible Class for Your Policyholder; or
- the date You retire; or
- the date You enter the armed services of any state or country on active duty, except for duty of 30 days or less for training in the reserves or national guard.

Family Care Leave

If the Policyholder is subject to the California Family Rights Act of 1991 and/or the Federal Family & Medical Leave Act of 1993, and the Insured Person's approved leave of absence is for family care pursuant to such Act, payment of Premiums for such Insured Person shall keep coverage in effect for the duration(s) prescribed by the Acts. The employer is solely responsible for notifying Insured Persons of the availability and duration of family leaves.



EXTENSION OF COVERAGE AND WAIVER OF PREMIUM

This provision applies to Life Insurance. AD&D Insurance does not include extension of coverage and waiver of premium.

Benefit

We will waive the payment of premium for Your Life Insurance when You become Totally Disabled for a minimum of 6 continuous months and the waiver shall continue until the end of Your disability or the attainment of an age as established by the Policy, but it shall not be less favorable to You than the following:

If Your Total Disability begins before You attain 60 years of age, We shall waive all Premiums due for the period that You are Totally Disabled.

You must submit Proof of Total Disability. Proof of Total Disability must be received by the Company within 12 months of the day such Total Disability began and no later than 6 months after the Policy terminates.

Amount of Insurance to be Continued

The Life Insurance amount that will be continued will be the amount of Life Insurance in effect on the day the Insured Person becomes Totally Disabled. Any insurance amount continued will, however, be reduced in accordance with the reductions listed in the Schedule of Insurance. The insurance continued will also be reduced by any amount of insurance for which You have become insured under any replacement coverage. (Conversion). If You receive an Accelerated Death Benefit, this amount will be reduced by that provision.

Further Written Proof

From time to time, the Company may require further Proof that You remain Totally Disabled. When You die after giving proof of Total Disability to the Company, We must receive Proof showing that You remained Totally Disabled until Your death. After You have been Totally Disabled for two years, Proof will not be required more than once a year.

Policyholder Duty to Provide Notice

The Policyholder is responsible for notifying You of the availability of the extension of coverage and waiver of premium. Payment of Premium for ineligible individuals may result in refund of Premium, but will not result in coverage for the ineligible individuals.

Examination by Physician

The Company, at its expense, may have You examined by a Physician after You file Your Total Disability claim. After You have been totally disabled for two years, the Company will not have You examined more than once a year.



Termination of Benefit

Any Life Insurance which has been continued under this benefit will be terminated automatically on the earliest of the day:

- that You cease to be Totally Disabled; or
- You fail to take a required examination by a Physician; or
- You fail to submit any required proofs;
- You engage in any employment for wage or profit;
- You reach age 65

Rights After Termination

If this benefit ends and You return to an Eligible Class of employees eligible for insurance under the Policy, coverage for You will resume when Premium payments are resumed.

If this benefit ends but You do not return to such an Eligible Class; then You become eligible only for those benefits (see Conversion Option for Life Insurance).

Conversion Policies

If You have obtained a conversion policy (see Conversion Option for Life Insurance), no benefits will be payable under the Policy unless:

- the conversion policy is surrendered to the Company; and
- the only claim made under the conversion policy is for the return of Premiums paid on it.



ACCELERATED DEATH BENEFIT

The accelerated death benefit will terminate when the term life policy terminates. This benefit is tax qualified.

If You become Terminally Ill, You or Your legal representative have the option to request Us to pay a partial amount of Your Life Insurance benefit before Your death. This is called an accelerated death benefit. There are no restrictions on the use of these funds. The funds you receive will be tax qualified. The request must be made while the Life Insurance is in effect. You must have been Actively at Work on or after the effective date of the Policy to be eligible for an accelerated death benefits. This benefit does not apply to Accidental Death and Dismemberment benefits.

Terminally Ill or Terminal Illness means that due to injury or sickness, You have a medical condition which is expected to result in death within 12 months in the absence of treatment.

Requirements for Payment of an Accelerated Death Benefit

Subject to the conditions and requirements of this section, We will pay an accelerated death benefit to You or Your legal representative if:

- the amount of each eligible Life Insurance benefit to be accelerated equals or exceeds \$15,000; and
- have been insured under the Policy for at least 30 days; and
- have satisfied the Actively at Work requirement under this certificate.

You may accelerate more than once, if your requested amount does not meet the maximum amount available. You may receive the benefit in a lump sum or in periodic payments, if requested.

Proof of Your Terminal Illness

We will require the following Proof of Your Terminal Illness:

- a completed accelerated death benefit claim form;
- a signed Physician's certification that You are Terminally Ill; and
- an examination by a Physician of Our choice, at Our expense, if We request it.

You or Your legal representative should contact the Policyholder to obtain a claim form and information regarding the accelerated death benefit. Once we approve your request, the amount will be fixed and will be paid within 30 days.

Accelerated Death Benefit Amount

We will pay an accelerated death benefit up to 50% for each eligible Life Insurance benefit in effect for You, subject to the following:

- a minimum of \$5,000 of Your eligible Life Insurance; and



- a maximum of \$250,000 or 50% of Your eligible Life Insurance, whichever is less.
- if an eligible Life Insurance benefit is scheduled to reduce within the 12 month period after the date You or Your legal representative request an accelerated death benefit, We will calculate the accelerated death benefit using the amount that will be in effect immediately after the reduction(s) scheduled for such period.
- if an eligible Life Insurance benefit is scheduled to end within 12 months after the date You or Your legal representative request an accelerated death benefit, We will not pay an accelerated death benefit for such eligible Life Insurance benefit.

There will be no adjustments or fees attached to the amount of insurance requested. The face amount of insurance will be reduced by the amount received.

We will not pay an accelerated death benefit for any amount of eligible Life Insurance which You previously converted under the conversion section or any amount that has previously been assigned, unless We receive written consent.

Effect of Payment of an Accelerated Death Benefit

After We pay the accelerated death benefit, any premium You are required to pay will be based upon the amount of Your Life Insurance remaining after the accelerated death benefit is paid.

The amount of Life Insurance that We will pay at Your death will be decreased by the amount of the accelerated death benefit paid by Us.

The amount to which You are entitled to convert under the section entitled Conversion Option for You will be decreased by the amount of the accelerated death benefit paid by Us.

Date Your Option to Accelerate Benefits Ends

The accelerated death benefit will end on the earliest of:

- the date the eligible Life Insurance ends;
- the date You or Your legal representative assign all eligible Life Insurance; or
- the date You or Your legal representative have accelerated all eligible Life Insurance benefits.



Limitations: No Accelerated Death Benefit will be paid:

- if any required Premium is due and unpaid; or
- without written approval of the bankruptcy court, if You have filed for bankruptcy; or
- without written consent of an irrevocable Beneficiary, if there is one; or
- without the written consent of the assignee, if You have assigned your benefits; or
- if any part of the Life Insurance must be paid to Your child, spouse/domestic partner or former spouse/domestic partner, pursuant to a legal separation agreement, divorce decree, child support order or other court order; or
- if You are terminally ill due to a condition or loss caused or substantially contributed to by any attempt at suicide or intentionally self-inflicted injury, while sane or insane; or
- if You are terminally ill due to a condition or loss caused or substantially contributed to by war or an act of war; or
- if You are terminally ill due to a condition or loss caused or substantially contributed to by active participation in a riot, insurrection, or terrorist activity.
- if You are terminally ill due to a condition or loss caused or substantially contributed to by committing or attempting to commit a felony.
- if a government agency requires You to use the accelerated death benefit to apply for, or receive or continue a government benefit or entitlement.

"IMPORTANT NOTICE TO APPLICANT REGARDING ACCELERATED DEATH BENEFITS"

"The benefits provided by this accelerated death benefit are not intended to provide, and will never provide, long-term care insurance, nursing home insurance, or home care insurance. If You are interested in long-term care or nursing home or home care insurance, You should consult with an insurance agent licensed to sell that insurance, inquire with the insurance company offering the accelerated death benefits, or visit the California Department of Insurance Internet Web site (www.insurance.ca.gov) section regarding long-term care insurance.

If You choose to accelerate a portion of your death benefit, doing so will reduce the amount that Your Beneficiary will receive upon your death.

Receipt of accelerated death benefits are not taxable. Prior to claiming the accelerated death benefit, You should seek assistance from a qualified tax adviser.

Receipt of accelerated death benefits may affect eligibility for public assistance programs, such as Medi-Cal or Medicaid. Prior to claiming the accelerated death benefit, You should consult with the appropriate social services agency concerning how receipt of accelerated death benefits may affect that eligibility."

CONVERSION OPTION FOR LIFE INSURANCE

If Your Life Insurance ends or is reduced for any of the reasons stated below, You have the option to buy an individual policy of Life Insurance ("new policy") from Us during the application period in accordance with the conditions and requirements of this section. This is referred to as the "option to convert". Evidence of Your insurability will not be required.

You will have the option to convert when Your Life Insurance ends because:

- You cease to be in an eligible class;
- Your employment ends; or
- the Policy is amended to end all Life Insurance for an eligible class of which You are a member; or
- the Policy terminates, provided You have been insured for Life Insurance for at least 5 continuous years; or

Your Life Insurance is reduced:

- on or after the date You attain age 65; or
- because You change from one eligible class to another; or
- due to an amendment of this Group Policy.

A reduction in the amount of Your Life Insurance as a result of the payment of an accelerated death benefit will not give rise to a right to convert.

Application Period

If You opt to convert Your Life Insurance for any of the reasons stated above, We must receive a completed conversion application form from You within 31 days after the date Your Life Insurance terminates or is reduced. If You opt not to convert within the 31-day period, You will not have the option to convert at a later date.

Option Conditions

The option to convert is subject to the following:

- Our receipt within the application period of:
 - Your Written application; and
 - the Premium due
- the Premium rates for the new policy will be based on:
 - Our rates then in use;
 - the form and amount of insurance for which You apply;
 - Your class of risk; and
 - Your age
- the new policy will be a whole-life insurance policy;
- the new policy will be issued without an accidental death and dismemberment benefit;



- a waiver of premium benefit or any other rider or additional benefit; and
- the new policy will take effect after the date Your Life Insurance ends or is reduced. This will be the case regardless of the duration of the application period.

Maximum Amount of the New Policy

If Your Life Insurance ends due to the termination of the Policy or the Policy is amended to terminate all Life Insurance for an eligible class of which You are a member, the maximum amount of insurance that You may elect for the new policy is the lesser of:

- the amount of Your Life Insurance that terminates under the Policy less the amount of Life Insurance for which You become eligible under any group policy within 31 days after the date insurance terminates under the Policy; or
- \$2,000

If Your Life Insurance ends or is reduced for any other reason, the maximum amount of insurance that You may elect for the new policy is the amount of Your Life Insurance which ends under the Policy.

If You Die Within 31 Days After Your Life Insurance Ends or Is Reduced

If You die within 31 days after Your Life Insurance ends or is reduced by an amount You are entitled to convert, Proof of Your death must be sent to Us. When We receive such Proof, we will pay a death benefit under the Policy equal to the amount of the Life Insurance which could have been converted, if the person:

- was entitled to purchase a conversion policy; and
- dies within the 31 day conversion period.

This death benefit will be paid even if no one applied for the conversion policy. If the first Premium was paid for the conversion policy, the amount of the Premium paid will be refunded and the conversion policy will be void.

Notice of Your Conversion Privileges

When Your Life Insurance terminates, written notice of the right to convert will be:

- given to You by the Policyholder; or
- mailed by the Policyholder to Your last known address.

An additional period in which to convert will be granted if this written notice is not provided to You at least 15 days before the end of the 31 day conversion period. Any such extension of the conversion period will expire on the earliest of:

- 25 days after You are given written notice; and
- 60 days after the end of the 31 day conversion period even if You are never given such notice.

**Payment of Premium**

Timely payment of Premium must be made directly to the Company, throughout the period of continued insurance. The required Premium will equal:

- the Premium rate which would apply if the You remained insured with the Policyholder; plus
- the administrative processing fees, if any.



BENEFICIARY AND FACILITY OF PAYMENT

For Your loss of life, We will pay benefits to Your Beneficiary. For any other loss (except for loss of life) sustained by You, We will pay benefits to You.

You may designate a Beneficiary during Your enrollment process. You may change Your Beneficiary at any time. To do so, You must provide a Signed and dated request to Your group benefit administrator using the beneficiary change form. Your Signed request to change the Beneficiary must be provided to the Employer within 30 days of the date You Sign such request.

You do not need the Beneficiary's consent to make a change unless you are married or in a domestic partnership and are naming someone other than Your Spouse/Domestic Partner. Your Spouse/Domestic Partner will need to sign the Beneficiary Change Request form. When Your Policyholder receives and records the change, it will take effect as of the date You Signed the Beneficiary Change Request form. The change will not apply to any claim payment made in good faith by Us before the change request was received and recorded.

Unless You make an irrevocable designation of Beneficiary, You have the right to change Your Beneficiary and the consent (except as noted in the above paragraph) of the Beneficiary or Beneficiaries shall not be requisite to surrender or assignment of the Policy or to any change of Beneficiary or Beneficiaries, or to any other changes in the Policy.

If two or more Beneficiaries are designated and their shares are not specified, they will share the benefit payment equally.

If there is no Beneficiary designated or no surviving designated Beneficiary at the time of Your death, We may determine the Beneficiary to be one or more of the following who survive You and in the following order and:

- Your Spouse/Domestic Partner; or
- Your Child(ren); or
- Your parent(s); or
- Your sibling(s); or
- Your estate

Instead of making payment to any of the above, We may pay a good faith payment to Your estate. Any payment made in good faith will discharge Our liability to the extent of such payment.

If a Beneficiary is a minor or incompetent to receive payment, We will pay that person's court appointed property and estate guardianship or We will hold funds until the minor is of legal age.

The benefits under the Policy are not subject to the claim of, or legal process by any creditor of Your Beneficiary.



CONTINUATION OF INSURANCE DURING A LABOR DISPUTE

The Certificate, including all coverages for Life and AD&D insurance, may be continued by You, upon timely payment of premium, for the period of cessation of work when:

- The employer's Premium contributions are required by a collective bargaining agreement; and
- Your eligibility ends because Your employment ceases due to a labor dispute.

Continued insurance will end on the earliest of:

- the date You begin full-time employment with another employer;
- the date fewer than 75% of the Insureds eligible for this continuation are continuing their insurance;
- the end of the period for which the last Premium has been paid;
- the date that You exercise Your conversion privilege; or
- the date insurance would otherwise terminate, had You remained an active Full-Time employee.

Monthly Premium

You must continue to pay the Policyholder the required monthly premium (including the part normally paid by the Policyholder). The monthly premium will be at the same rate We would have charged for such coverage, if You had remained an active Full-Time Employee. We retain the right to adjust the rates during the continuation period.

Election

To continue insurance, the You must send the Policyholder:

- 1) a written request to continue insurance; and
- 2) the first monthly premium payment.

This must be done within 31 days after such Insured Person's Active Work ceases due to a labor dispute. You may exercise the conversion privilege at any time during the period of continued coverage.



CLAIMS AND APPEALS

Your group benefit administrator is responsible for reporting all Covered Losses directly to Us.

When Blue Shield Life receives the Proof of Loss with all required supporting documentation, We will pay benefits subject to the terms and provisions of this Certificate and the Policy.

Notice of Claim

Written notice of claim must be given to Us within 20 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of You or the Beneficiary to Us at Our address as contained in this Certificate, or to any authorized agent of Ours, with information sufficient to identify the insured, shall be deemed notice to Us.

Claim Form

Upon receipt of a notice of claim, We will furnish the claimant with the forms needed to file a Proof of Loss. If We do not furnish Proof of Loss forms within 15 days of receipt of the notice of claim, then the claimant shall be deemed to have filed a timely Proof of Loss if, within the time requirements under this Certificate, the claimant has submitted written proof covering the character and the extent of the occurrence or loss.

Proof should be sent to Us as soon as is reasonably possible after the death of an Insured.

Time Limit on Legal Actions

A legal action on a claim may only be brought against Blue Shield Life during a certain period. This period begins 60 days after the date Proof is filed and ends 3 years after the date such Proof is received in full. All statutory appeals must be exhausted with Us and the California Department of Insurance.

Proof or Proof of Loss

If You, Your Spouse/Domestic Partner, or Your Child(ren) die, Proof of death must be sent to Blue Shield Life. When We receive all requested information, We will review the claim and, if approved, Blue Shield Life will pay the Beneficiary the Life and AD&D Insurance in effect on the date of Your Loss.

For claims other than death claims, You must provide written Proof of Loss to Us within 90 days after the occurrence or loss. Failure to furnish Proof within the time required shall not invalidate or reduce the claim if it was not reasonably possible to give Proof within the time, provided Proof is furnished to us as soon as reasonably possible and, except in the absence of legal capacity, no later than one year from the time Proof is otherwise required.



Physical Exams

We shall have the right and opportunity to examine the person of the Insured when and as often as We may reasonably require during the pendency of a claim other than a claim for loss of life. We will pay the cost of such exams.

Autopsy

In case of death and where it is not forbidden by law, We shall have the right and opportunity to make an autopsy at our own expense.

Payment Options

We will pay the Life and AD&D Insurance in one sum. Benefits payable under this Certificate, for any loss will be paid immediately upon receipt of Proof of such loss. Installment payments may be available upon request and would include interest earned.

Denial and Appeal Rights

If You have questions or do not agree with a benefit determination, You may request a review of this decision by contacting our office in writing within thirty (30) days and submitting any additional information that You would like Us to consider.

Blue Shield Life Appeals

Blue Shield Life
4203 Town Center Blvd.
El Dorado Hills, CA 95762
1-888-800-2742

Blue Shield Life reserves the right to assert any additional valid reasons for the benefit determination. After completion of Our appeal process, if You still do not agree with Our decision, You may contact the Department of Insurance at:

California Department of Insurance
300 South Spring Street
Los Angeles, CA 90013
Phone: 1-800-927-4357

Website: <http://www.insurance.ca.gov/01-consumers/101-help/index.cfm>



GENERAL PROVISIONS

Entire Contract; Changes

This Policy and any supplemental documents, including the Group Policyholder's application, if attached, constitute the entire contract between the parties, and no statement made by the Policyholder or by any Insured Person whose eligibility has been accepted by Blue Shield Life shall (avoid the insurance or reduce the benefits under this Policy or) be used in defense to a claim hereunder.

No change in this Policy shall be valid unless approved by an executive officer of Blue Shield Life unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

Incontestable

We will not contest the Policy after it has been in force for two years from its date of issue, and may only be contested based on a statement made in the Policyholder application or in the case of an individual insured, the Evidence of Insurability form, if the statement is attached to the Policy. The statement upon which the contest is made shall be material to the risk accepted or the hazard assumed by the insurer.

Misstatement of Age

If the age of any Insured Person has been misstated, the amount payable shall be such as the premium paid for the coverage of such individual would have purchased using the correct age.

Conformity to State or Federal Law

If any provision of the Policy is in conflict with the statutes of the state in which the Policy was delivered or issued for delivery, or Federal statutes, it is hereby amended to meet the minimum requirements of the law.

Assignment of Benefits

The rights and benefits under the Policy are assignable prior to a claim for benefits, except as required by law. We are not responsible for the validity of an assignment.

Clerical Error

An error in keeping records will not cancel insurance that should otherwise continue in force. Such error will not continue insurance that should otherwise end. Your insurance coverage will not be prejudiced by the failure on the part of the Policyholder to transmit reports, pay Premium or comply with any of the provisions of the Policy when such failure is due to an inadvertent error or clerical mistake.



We have the right to examine the Policyholder's records for the Policy at any reasonable time. This right will extend until 2 years after the expiration of the Policy or until final adjustment and settlement of all claims hereunder, whichever is later.

The Policy does affect Workers' Compensation

The Policy is not in lieu of and does not affect any requirements for coverage by Workers' Compensation Insurance.