
YOUR GROUP LIFE INSURANCE BENEFITS

Jack Byrne Ford & Mercury, Inc.

**READ YOUR CERTIFICATE CAREFULLY.
CERTAIN WAR RISKS ARE NOT ASSUMED.
IN CASE OF ANY DOUBT WRITE YOUR COMPANY FOR FURTHER EXPLANATION.**

All Other Eligible Employees

Effective November 1, 2009

HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward Your completed claim form to:

Jack Byrne Ford & Mercury, Inc.
1003 Hudson River Road
Mechanicville, NY 12118

CLAIM ASSISTANCE

If You need assistance with filing Your claim or an explanation of how Your claim was paid, contact the:

Companion Life Insurance Company
3316 Farnam Street
Omaha, Nebraska 68175
Call Toll Free: 1-800-775-8805

When contacting the Company please have Your Policy number available. Your Policy number is GLCL-AEB5.

GROUP TERM LIFE INSURANCE SUMMARY OF COVERAGE



Jack Byrne Ford & Mercury, Inc.
GLCL-AEB5
Effective: November 1, 2009
All Other Eligible Employees

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

LIFE INSURANCE BENEFITS	
Guarantee Issue Limit	For You: All Amounts Subject to any reductions, Guarantee Issue means the amount of insurance applied for which does not require Evidence of Good Health.
Life Insurance Benefit for You	Amount of Life Insurance: \$10,000 Note: In the event of death, the benefit paid will equal the benefit amount after any age reductions less any living care benefits previously paid under the Policy.
Reductions	Your original Life Insurance Benefit will reduce to: <ul style="list-style-type: none"> • 65% at age 65 • 50% at age 70 If You are age 65 or older on the day You become insured under the Policy, the reduction will be made in accord with Your attained age. Life Insurance Benefits end on the date of Your retirement.
EMPLOYEE ELIGIBILITY	
Minimum Work Hours Required	30 or more hours each week
Eligibility Waiting Period	Present: None Future: 90 days

When Employee Insurance Begins	<p>When the Policyholder pays 100% of the cost of the Employee's insurance under the Policy, the Employee will become insured on the later of the first day of the month which coincides with or follows the day:</p> <ul style="list-style-type: none"> • the Employee satisfies the Eligibility Waiting Period; or • We approve Evidence of Good Health, if required; <p>provided the Employee is Actively Employed on that date.</p> <p>When the Employee and the Policyholder share in the cost of the Employee's insurance or, when the Employee pays 100% of the cost of Employee insurance, the Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to the Policyholder.</p> <p>The Employee will become insured on the first day of the month which coincides with or follows the later of the day:</p> <ul style="list-style-type: none"> • the Employee becomes eligible; or • the Employee's enrollment form, acceptable to Us, is properly completed and signed; <p>and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date.</p>
Changes in the Amount of Your Insurance	<p>Decrease in the Amount of Your Insurance</p> <p>Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the day of the decrease.</p> <p>The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of the Certificate. Any reductions due to age as shown in the Schedule in the Certificate will apply.</p> <p>Increase in the Amount of Your Insurance</p> <p>You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request.</p> <p>Any increase in the amount of Your insurance will take effect on the later of the day:</p> <ul style="list-style-type: none"> • of the change; or • the day We approve Your Evidence of Good Health, if required by Us. <p>If You pay the entire cost of Your coverage You may be able to drop or decrease Your coverage at any time with proper notice to the Policyholder.</p>
When Employee Insurance Ends	<p>Insurance will end the last day of the month in which:</p> <ul style="list-style-type: none"> • the Policy terminates; • You are no longer Actively Employed; • You do not satisfy any other eligibility conditions described in the Certificate; • any applicable premium contribution is due and unpaid; or • You enter the Armed Forces, National Guard or Reserves of any state or country on full-time active duty (except for temporary active duty of two weeks or less).
FEATURES	
Living Benefits Option For You	<p>50% of the amount of the Life Insurance Benefit is available to You if You incur a Terminal Condition, but not to exceed \$100,000. Terminal Condition means an Injury or Sickness expected to result in Your death within 12 months and from which there is no reasonable prospect of recovery.</p>

Layoff or Leave of Absence	<p>You may be able to continue life insurance until the last day of the month You are no longer Actively Employed in the event of an involuntary layoff or personal leave of absence approved by the Policyholder.</p> <p>If state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of the Policy. Contact Your employer to determine whether or not You are eligible for this type of leave.</p>
Waiver of Premium Benefit	<p>You may be able to continue life insurance until Your Social Security Normal Retirement Age without payment of premium if You become Totally Disabled while insured under the Policy prior to age 60.</p>
Continuation	<p>You may be able to obtain life insurance under the Continuation provision when insurance ends prior to age 70 due to any of the following reasons:</p> <ul style="list-style-type: none"> • the Policy terminates and the Policyholder does not obtain similar group insurance from Us within 31 days; • You are not Actively Employed; • You retire; or • You do not satisfy any other eligibility condition described in the Certificate; <p>Insurance under the Continuation provision is available without providing Evidence of Good Health, subject to conditions described in Your Certificate.</p>
Conversion	<p>If Your Life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to conditions described in Your Certificate.</p>

Publication Date: November 20, 2009

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CERTIFICATE OF INSURANCE

COMPANION LIFE INSURANCE COMPANY

Home Office: 303 Merrick Road, Suite 503
Lynbrook, NY 11563-2515

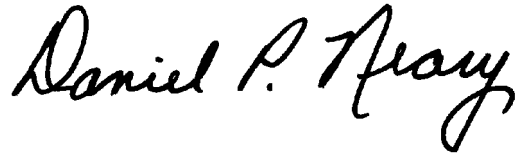
Companion Life Insurance Company certifies that Group Policy No. GLCL-AEB5 (Policy) has been issued to Jack Byrne Ford & Mercury, Inc. (Policyholder).

Insurance is provided for certain employees as described in the Policy.

The benefits described in this Certificate are subject to the terms and conditions of the Policy. Benefits are effective only if You are eligible for the insurance, become insured and remain insured as described in this Certificate.

Nothing in the Policy shall invalidate or impair any rights granted to the Certificate holder by the Certificate or by law to this form.

COMPANION LIFE INSURANCE COMPANY



Chairman of the Board



Corporate Secretary

THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.

SCHEDULE

The amount of insurance for You will be in accord with Your classification in this Schedule.

Classification(s)

All Other Eligible Employees

**LIFE INSURANCE
For You**

Guarantee Issue Limit:

For You: All Amounts

Subject to any reductions shown below, **Guarantee Issue** means the amount of insurance applied for which does not require Evidence of Good Health.

Life Insurance Benefits

Amount of Life Insurance.....\$10,000
Facility of Payment Amount.....*\$500

*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

Life Insurance Benefits reduce to 65% of the amount shown above on the day of Your 65th birthday and further reduce to 50% of the amount shown above on the day of Your 70th birthday. This same reduction provision also applies if You are age 65 or older prior to the date You become insured under the Policy.

Life Insurance Benefits end on the date of Your retirement.

NOTE: The Amount of Life Insurance outlined above will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of Your death, the life insurance benefit will equal the original Amount of Life Insurance multiplied by the life reduction percentage, reduced by any Living Benefits paid under this Policy.

Living Benefits Option

Amount of Living Benefits..... 50% of the amount of life insurance in force on Your life, but not to exceed \$100,000.

EMPLOYEE ELIGIBILITY

Life Insurance Benefits

Definitions

Terms defined in this provision are used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms are found in other provisions. Any singular word shall include any plural of the same word.

Actively Employed or Active Employment means:

- (a) Actively Working on a regular and continuous basis for the Policyholder 30 or more hours each week; and
- (b) receiving compensation from the Policyholder for work performed for the Policyholder.

NOTE: Employees who are Totally Disabled will not be considered actively employed.

Actively Working or Active Work means performing the normal duties of the Employee's regular job for the Policyholder at:

- (a) the Policyholder's usual place of business;
- (b) an alternative work site at the direction of the Policyholder; or
- (c) a location to which one must travel to perform the job.

An Employee will not be considered actively working on the day insurance is to begin if confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and under the care or supervision of a Physician.

An Employee will be considered actively working on any day that is a:

- (a) regular paid holiday or day of vacation;
- (b) regular or scheduled non-working day; or
- (c) day on which the Employee is on a qualified family or medical leave of absence as defined by the Family and Medical Leave Act of 1993, unless the leave is due to the Employee's own serious health condition;

provided the Employee was actively working on the last preceding regular work day.

An Employee who is confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and under the care or supervision of a Physician due to an Injury or Sickness;

on the date insurance is to begin will not be considered actively working.

NOTE: If You are not actively working on the day insurance would otherwise begin Your insurance will begin on the day You begin actively working.

Certificate means this Certificate of Insurance form and all Riders to this certificate.

Eligibility Waiting Period means a continuous period of Active Employment that the Employee must satisfy before becoming eligible for insurance as described in the When An Employee Becomes Eligible For Coverage provision of this Certificate.

Employee means a person who is lawfully and legally able to work in the United States and who is Actively Employed in the United States.

An employee does not include a person:

- (a) not lawfully or legally able to work in the United States;
- (b) Working on a Seasonal or Temporary Basis; or
- (c) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form, or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

Evidence of Good Health means proof, acceptable to Us, of the Employee's good health. Such evidence is required when an Employee:

- (a) applies for insurance more than 31 days after the date the Employee completes the Eligibility Waiting Period;
- (b) applies for insurance in excess of the Guarantee Issue Limit;
- (c) was eligible for insurance under a Prior Plan but did not elect such insurance; or
- (d) was insured under a Prior Plan but the Employee applied for insurance under this Policy in excess of the amount of insurance under the Prior Plan.

Guarantee Issue Limit means the maximum amount of insurance We may issue to an Employee without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

Hospital means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

Policy means the policy issued to the Policyholder by Us, including this Certificate.

Prior Plan means any plan of group life insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

Rider means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

Working on a Seasonal or Temporary Basis means working in a position that is dependent on the season of the year or working due to regular fluctuations in demand.

When an Employee Becomes Eligible for Coverage

An Employee who is Actively Employed on November 1, 2009 becomes eligible for insurance under the Policy on November 1, 2009.

An Employee who is hired after Effective November 1, 2009 becomes eligible for insurance under the Policy on the day following completion of 90 days of continuous Active Employment.

Continuity of Coverage

If this Policy replaces a Prior Plan that contained a provision allowing for continuation of coverage due to Total Disability without payment of premium (the “Prior Plan’s Continuation Provision”), this Policy will provide life coverage, subject to all of the conditions below, for an Employee who:

- (a) was insured under the Prior Plan on the last day it was in effect;
- (b) is otherwise eligible under this Policy, but is not Actively Employed on this Policy’s effective date due to Injury or Sickness;
- (c) has been denied continuation of coverage under the Prior Plan’s Continuation Provision after exhausting all reasonable attempts to apply for such continued coverage;
- (d) is not a retired Employee, unless this Policy provides coverage for retired Employees; and
- (e) is not Totally Disabled on this Policy’s effective date.

This Continuity of Coverage provision is subject to the following additional conditions:

- (a) coverage under this Policy will not exceed the Employee’s amount of coverage under the Prior Plan on the last day it was in effect;
- (b) the Policyholder must notify Us in writing prior to the effective date of this Policy of the Employee’s amount of coverage under the Prior Plan on the last day it was in effect;
- (c) coverage is subject to uninterrupted payment of premium to Us; and
- (d) coverage is subject to any reductions shown in the Schedule of this Certificate and all other terms and conditions of this Policy and Certificate.

We reserve the right to request any information We need from the Policyholder to determine whether an Employee has satisfied the conditions necessary to be eligible for coverage under this Continuity of Coverage provision. If We do not receive such information or determine that the conditions necessary to be eligible for coverage under this Continuity of Coverage provision have not been satisfied, coverage will not be provided under this provision.

Employees who are not eligible for coverage under this Continuity of Coverage provision may be eligible to apply for conversion coverage under the Prior Plan and should contact the Policyholder for additional information.

Coverage under this Continuity of Coverage provision ends on the earliest of:

- (a) the date the Employee begins Active Employment for the Policyholder or full-time employment with any other employer;
- (b) the last day the Employee would have been covered under the Prior Plan, had the Prior Plan not terminated;
- (c) the date the Employee's insurance under this Policy terminates for any reason shown under the When Employee Insurance Ends provision; or
- (d) the last day of the Policy month following a period of 12 consecutive months after the effective date of this Policy.

If an Employee is eligible for coverage under this Continuity of Coverage provision, the Employee will not be eligible for coverage under the Waiver of Premium Benefit provision shown in this Certificate.

When Employee Insurance Begins

When the Policyholder pays 100% of the cost of the Employee's insurance under the Policy, the Employee will become insured on the later of the first day of the month which coincides with or follows the day:

- (a) the Employee satisfies the Eligibility Waiting Period; or
- (b) We approve Evidence of Good Health, if required;

provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

When the Employee and the Policyholder share in the cost of the Employee's insurance or, when the Employee pays 100% of the cost of Employee insurance, the Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Employee becomes eligible for the Policy.

The Employee will become insured on the later of the day:

- (a) the Employee becomes eligible; or
- (b) the Employee's enrollment form, acceptable to Us, is properly completed and signed;

and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

If an Employee was eligible for group life insurance under a Prior Plan immediately prior to the effective date of this Policy, but did not elect insurance under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with Evidence of Good Health. Insurance will begin on the first day of the month which coincides with or follows the day We determine such evidence is acceptable, provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the day the Employee returns to Active Employment.

Changes in the Amount of Your Insurance

Decrease in the Amount of Your Insurance

Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the day of the decrease.

The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate. Any reductions due to age as shown in the Schedule in this Certificate will apply.

Increase in the Amount of Your Insurance

You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request. We will use the Policyholder's payroll records and the premium We have received to determine the appropriate insurance amount.

Any increase in the amount of Your insurance will take effect on the later of the day:

- (a) of the change; or
- (b) the day We approve Your Evidence of Good Health, if required by Us.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the increase will become effective the day You return to Active Employment.

NOTE: If You pay the entire cost of Your coverage You may be able to drop or decrease Your coverage at any time with proper notice to the Policyholder.

Reinstatement of Employee Insurance

An Employee may be eligible to reinstate insurance that has ended. A written request for reinstatement must be submitted to Us. The reinstated insurance will take effect on the first day of the month that coincides with or follows the date We approve the Employee's written request, provided the Employee is Actively Employed on the date the increase would take effect.

The following reinstatement options are available and are each subject to the conditions described in the following paragraphs:

- (a) Non-Payment of Premium;
- (b) Involuntary Reduction in Hours; and
- (c) Rehired Employee.

Non-payment of Premium

If insurance ended due to non-payment of premiums, We will require Evidence of Good Health, acceptable to Us, to reinstate Your insurance.

Involuntary Reduction in Hours

If insurance ended because the Employee is no longer Actively Employed due to an involuntary reduction of hours worked, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee returns to Active Employment and there was no break in employment with the Policyholder after the date insurance ended.

We will require Evidence of Good Health if the amount of insurance being requested exceeds the amount of coverage in effect on the Employee's last day of Active Employment.

Rehired Employee

If insurance ended because the Employee is no longer Actively Employed due to termination of employment with the Policyholder, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee is rehired and becomes Actively Employed within 90 days from the date employment ended.

We will require Evidence of Good Health acceptable to Us if the amount of insurance being requested exceeds the amount of insurance in effect on the Employee's last day of Active Employment.

If employment terminated due to a military leave, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment upon return to Active Employment immediately after discharge from active duty, provided the Employee meets the eligibility requirements of the Policy.

If insurance has been elected and continued under the Continuation provision while an Employee was not Actively Employed, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment. Any coverage provided under Continuation will terminate upon reinstatement of insurance under this Policy.

When Employee Insurance Ends

Insurance will end the last day of the month in which:

- (a) the Policy terminates;
- (b) You are no longer Actively Employed;
- (c) You do not satisfy any other eligibility conditions described in this Certificate;
- (d) any applicable premium contribution is due and unpaid; or
- (e) You enter the Armed Forces, National Guard or Reserves of any state or country on full-time active duty (except for temporary active duty of two weeks or less).

Exceptions to When Employee Insurance Ends

If You are no longer Actively Employed, You may be eligible to continue insurance under one of the following continuation options. The conditions for each continuation option are described within each provision.

For life insurance:

- (a) Layoff or Leave of Absence
- (b) Waiver of Premium Benefit
- (c) Continuation

Conversion may also be available at any time during the Continuation period. Please refer to the Life Insurance Benefits section for the Conversion Privilege.

Layoff or Leave of Absence

You may be able to continue life insurance under this provision until the last day of the month in which You are no longer Actively Employed in the event of an involuntary layoff or personal leave of absence approved by the Policyholder.

Under this provision, insurance will continue subject to the following conditions:

- (a) We must continue to receive uninterrupted premium payment;
- (b) the Policyholder may be able to continue Your life insurance for up to 12 months if You are no longer Actively Employed due to Injury or Sickness;
- (c) We must receive written notification from the Policyholder within 31 days from the date You are no longer Actively Employed; and
- (d) the amount of insurance will not be increased while You are laid off or on approved leave of absence.

Insurance under this provision will end on the first day of the month which coincides with or follows the earliest of the day:

- (a) the Policy terminates;
- (b) any applicable premium contribution is due and unpaid;
- (c) You elect to obtain insurance under the Conversion Privilege or the Continuation provision;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on full-time active duty (except for temporary active duty of two weeks or less);
- (e) You return to Active Employment or begin employment with an employer other than the Policyholder; or
- (f) Your insurance would otherwise end under the Policy.

If state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of this Policy and Certificate. Contact Your employer to determine whether or not You are eligible for this type of leave.

Waiver of Premium Benefit

You may be able to continue life insurance under this provision without payment of premium if You become Totally Disabled while insured under the Policy prior to age 60. If You are over age 60 You may apply for an individual life insurance conversion policy according to the terms of the Conversion Privilege described in this Certificate.

Continuation of insurance under this Waiver of Premium Benefit provision is subject to the following conditions:

- (a) the amount of insurance will not be increased while You are Totally Disabled;
- (b) the amount of insurance will be reduced or terminated in accordance with the terms shown in the Schedule in this Certificate;

(c) the Waiver of Premium Benefit Elimination Period must be satisfied; and

(d) Proof of Total Disability must be provided to Us as described in the following paragraphs.

If You are eligible to continue insurance under this Waiver of Premium Benefit provision You will not be eligible for Continuation.

Waiver of Premium Benefit Elimination Period

The Waiver of Premium Benefit Elimination Period is a period of 9 consecutive months of Total Disability beginning on the date You became Totally Disabled while insured under the Policy. Your insurance will continue during this time without premium payment as long as You remain Totally Disabled.

Proof of Total Disability

You must notify Us in writing of Total Disability within three months from the date You became Totally Disabled. Satisfactory proof of Total Disability must be submitted to Us before the end of the Waiver of Premium Benefit Elimination Period. We will notify You in writing if this proof is not acceptable within 15 days of Our decision and notify You of Your Conversion rights. Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof within such time.

If You are approved for continuation of coverage under this Waiver of Premium provision, We will periodically require proof of continuing Total Disability. This will be at Your expense. If at any time We determine You are no longer Totally Disabled We will notify You in writing and You may be able to exercise the Conversion Privilege described in this Certificate.

In order to confirm that You are Totally Disabled, We have the right to have You examined by a Physician of Our choice at Our expense. We may have You examined any time during the first two years of Total Disability and at reasonable intervals thereafter.

Death While Satisfying the Waiver of Premium Benefit Elimination Period

If You die during the Waiver of Premium Benefit Elimination Period, benefits will be paid to Your beneficiary if We receive satisfactory proof of Total Disability and We determine that You were Totally Disabled on the day before the date of death.

When the Waiver of Premium Benefit Ends

Your continued insurance under the Waiver of Premium Benefit provision will end on the earliest of:

- (a) the day You are no longer Totally Disabled;
- (b) 90 days after a proof of Total Disability form is sent to You, but has not been returned to Us;
- (c) the day You fail to be examined by a Physician of Our choice or do not cooperate with an exam in accordance with the Proof of Total Disability provision; or
- (d) Your Social Security Normal Retirement Age.

NOTE: If Your insurance is continued under this Waiver of Premium provision, Your coverage will not end if the Policy terminates as long as You remain Totally Disabled.

Social Security Normal Retirement Age means the Employee’s normal retirement age under the United States Social Security Act determined as follows.

<u>Year of Birth</u>	<u>Social Security Normal Retirement Age</u>
1937 or earlier.....	65 Years
1938.....	65 years and 2 months
1939.....	65 years and 4 months
1940.....	65 years and 6 months
1941.....	65 years and 8 months
1942.....	65 years and 10 months
1943 through 1954.....	66 years
1955.....	66 years and 2 months
1956.....	66 years and 4 months
1957.....	66 years and 6 months
1958.....	66 years and 8 months
1959.....	66 years and 10 months
1960 or later.....	67 years

NOTE: Normal retirement age may change subject to any changes to the United States Social Security Act.

If Your insurance under the Waiver of Premium Benefit provision ends You may be able to exercise the Conversion Privilege described in this Certificate. You will not be eligible to continue insurance under the Continuation provision.

Continuation

You may be able to obtain life insurance under this provision when insurance ends prior to age 70 due to any of the following reasons:

- (a) the Policy terminates and the Policyholder does not obtain similar group insurance from Us within 31 days;
- (b) You are not Actively Employed;
- (c) You retire; or
- (d) You do not satisfy any other eligibility condition described in this Certificate.

Insurance under this Continuation provision is available without providing Evidence of Good Health, subject to the following conditions:

- (a) the amount of insurance may not exceed the lesser of:
 - (1) the amount in effect on Your last day of Active Employment with the Policyholder; or
 - (2) \$500,000; and
- (b) the amount of insurance under this Continuation provision may not be increased.

If You wish to continue coverage for any amount of insurance in excess of \$500,000, You may apply for an individual policy of life insurance for the excess amount under the Conversion Privilege provision in this Certificate. The total amount of life insurance in effect with Us cannot exceed the amount in effect on Your last day of Active Employment with the Policyholder.

Written notice of the right to continue coverage under this Continuation provision is to be given to You (or mailed to Your last known address) within 15 days before or after the day Your group life insurance ends or is reduced. You must submit a written request and the first premium to Us:

- (a) within 31 days after Your group life insurance ends, if notice is given in the required 15 days;
- (b) within 45 days after notice is given, if notice is given more than 15 days (but less than 90 days) after Your group life insurance ends; or
- (c) within 90 days after Your group life insurance ends, if no notice is given.

Both the Continuation provision and Conversion Privilege provision in this Certificate provide you the opportunity to continue life insurance coverage. If You are eligible and elect insurance under either of these provisions, You will not be eligible to continue insurance under the Waiver of Premium Benefit provision in this Certificate.

If You are eligible and elect insurance under this Continuation provision, at any time while covered under the Continuation policy, You have the option to apply for an individual policy of life insurance under the Conversion Privilege provision in this Certificate. The amount of insurance may not exceed the amount of insurance in effect under this Continuation provision. If You exercise the Conversion Privilege and obtain an individual policy of life insurance from Us, Your insurance under this Continuation provision will end on the day the individual policy becomes effective.

Premium Rates for Continuation

Premium rates will change as You enter a higher age category. Other than for this reason, rates will not be changed on an individual basis. Premium rates may be changed for all persons who have elected Continuation coverage from Us. In the event of a change in premium rates, We will provide written notification 31 days prior to the date of the change.

For assistance in determining the amount of premium due contact the Policyholder.

When Continuation Ends

Insurance under this Continuation provision will end on the earliest of the day:

- (a) You reach 70 years of age;
- (b) any applicable premium contribution is due and unpaid;
- (c) You return to Active Employment for the Policyholder and Your insurance under the Policyholder's group plan is reinstated; or
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on full-time active duty (except for temporary active duty of two weeks or less).

When insurance under this Continuation provision ends due to items (a) or (b) above, You may apply for an individual policy of life insurance under the Conversion Privilege provision in this Certificate. You must submit Your written application and first conversion premium to Us within 31 days or any extended notice period after Your insurance under this Continuation provision ends.

RIDER
FAMILY AND MEDICAL LEAVE
(As Federally Mandated)

This Rider is made a part of Group Policy GLCL-AEB5.

This Rider is effective on the latest of:

- (a) the effective date of the Policy;
- (b) the day You become insured under the Policy; or
- (c) the date required by Federal law.

In the event of a conflict between this Rider and any other provision of the Policy, including the Certificate, this Rider shall control.

Definitions

Serious Health Condition has the meaning set forth in the Family and Medical Leave Act of 1993 (FMLA) (including any amendments to the FMLA).

Family and Medical Leave

If You become eligible for a family or medical leave of absence in accordance with the FMLA, Your insurance coverage may be continued on the same basis as if You were Actively at Work for up to 12 weeks during a 12 month period, as defined by the Policyholder, for any of the following reasons:

- (a) to care for Your child after the birth or placement of a child with You for adoption or foster care; so long as such leave is completed within 12 months after the birth or placement of the child;
- (b) to care for Your spouse, child, foster child, adopted child, stepchild, or parent who has a Serious Health Condition; or
- (c) for Your own Serious Health Condition.

In the event You or Your spouse are both insured as Employees of the Policyholder, the continued coverage under (a) may not exceed a combined total of 12 weeks. In addition, if the leave is taken to care for a parent with a Serious Health Condition, the continued coverage may not exceed a combined total of 12 weeks.

Conditions

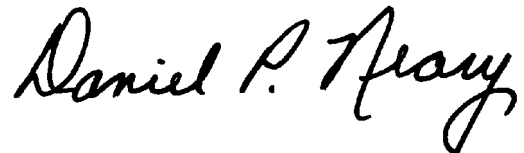
1. If, on the day Your insurance is to begin, You are already on an FMLA leave of absence for any reason other than Your own Serious Health Condition, You will be considered Actively at Work. However, if You were covered under any prior policy or plan maintained by the Policyholder on the day before Your insurance is to begin, the amount of Your insurance benefits under this Policy will not exceed the amount of benefits that would have been payable under such prior policy or plan.
2. If You begin an FMLA leave of absence after You have been insured under this Policy, the amount of Your insurance benefits will be the same as Your benefits prior to Your FMLA leave, subject to any reductions in benefits in accordance with the terms of the Policy.

3. You are eligible to continue coverage under FMLA if:
 - (a) You have worked for the Policyholder for at least one (1) year;
 - (b) You have worked at least 1,250 hours over the previous 12 months;
 - (c) The Policyholder employs at least 50 Employees within 75 miles from Your worksite; and
 - (d) You continue to pay any required premium for Yourself and any eligible Dependents in a manner determined by the Policyholder.
4. In the event You choose not to pay any required premium during Your leave, Your insurance coverage will not be continued during the leave. You will be able to reinstate Your coverage on the day You return to work, subject to any changes that may have occurred in the Policy during the time You were not insured. You and any eligible Dependents will not be subject to any evidence of good health requirement provided under the Policy. Any partially-satisfied waiting periods, including any limitations for a preexisting condition, which are interrupted during the period of time premium was not paid will continue to be applied once coverage is reinstated.
5. You and Your eligible Dependents are subject to all conditions and limitations of the Policy during Your leave, except that anything in conflict with the provisions of the FMLA will be construed in accordance with the FMLA.
6. If requested by Us, You or the Policyholder must submit proof acceptable to Us that Your leave is in accordance with FMLA.
7. This FMLA continuation is concurrent with any other continuation option.
8. FMLA continuation ends on the earliest of:
 - (a) the day You return to work;
 - (b) the day You notify the Policyholder that You are not returning to work;
 - (c) the day Your coverage would otherwise end under the Policy; or
 - (d) the day coverage has been continued for 12 weeks.

Important Notice

Contact the Policyholder for additional information regarding FMLA eligibility.

COMPANION LIFE INSURANCE COMPANY

A handwritten signature in black ink that reads "Daniel P. Feary". The signature is written in a cursive, flowing style.

Chairman of the Board

LIFE INSURANCE BENEFITS

For You

Benefits

If You die while insured under this provision, We will pay the **Amount of Life Insurance** shown in the **SCHEDULE**. Benefits will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

Mode of Payment

We will pay benefits in a lump sum.

Beneficiary or Mode of Payment Change

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to Us. The effective date of any change is the date the written request is signed by You, subject to any action taken by Us prior to the receipt of the written request.

Facility of Payment

We may pay up to the Facility of Payment Amount to any person who appears to be equitably entitled to payment because they incurred expenses on Your behalf for Your fatal illness or burial. The **Facility of Payment Amount** is shown in the **SCHEDULE**.

Conversion Privilege

If Your life insurance ends because:

- (a) Your employment or membership in a class ends;
- (b) the Policy is amended to provide a lower amount of life insurance;

- (c) You change to a class which provides a lower amount of life insurance;
- (d) of a reduction in any increment or series of increments aggregating 20% or more on or after Your 60th birthday; or
- (e) of termination of the Policy or termination of the class;

You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to the conditions shown below.

If You die within the applicable period shown in Condition (e) below, We will pay the amount of group life insurance You were entitled to convert.

If We issue a conversion policy and You again become eligible for group life insurance under the Policy, coverage will become effective only if:

- (a) You terminate the conversion policy; or
- (b) You submit, at Your own expense, evidence of good health acceptable to Us.

The effective date of the conversion policy is the date of termination of coverage under the Policy.

Conditions

- (a) You may apply for any of Our individual life insurance policies except term insurance. You may not apply for any supplemental coverage. However, when Your group life insurance ends because the Policy or a class terminates, at Your option:
 - (1) the conversion policy may be preceded by term insurance for a period of up to one year; and
 - (2) the premium for such term insurance may be payable in any mode We customarily offer.
- (b) You may apply for an amount that is not more than the amount for Your terminated or reduced group life insurance. However, when Your group life insurance ends because the Policy or a class terminates, You may apply for an amount not exceeding:
 - (1) the amount of Your terminated group life insurance; less
 - (2) the amount of any group life insurance for which You become eligible within 45 days.
- (c) If Your life insurance ends because of Your Total and Permanent Disability, You may elect as a conversion policy either:
 - (1) individual term life insurance; or
 - (2) any of Our other individual life insurance policies, preceded by term insurance for a period up to one year.

The amount of such conversion policy shall not exceed the amount of Your terminated life insurance, less the amount of any life insurance for which You become eligible within 45 days.

The premium for such insurance may be payable in any mode We customarily offer.

- (d) The premium for Your conversion policy will be at Our standard rate for that type of policy according to:
 - (1) Your class or risk; and
 - (2) Your age on the date the policy takes effect.

- (e) Written notice of the right to convert is to be given to You (or mailed to Your last known address) within 15 days before or after the day Your group life insurance ends or is reduced. You must submit Your written application and first conversion premium to Us:
- (1) within 31 days after Your group life insurance ends or is reduced, if notice is given within the required 15 days;
 - (2) within 45 days after notice is given, if notice is given more than 15 days (but less than 90 days) after Your group life insurance ends or is reduced; or
 - (3) within 90 days after Your group life insurance ends or is reduced, if no notice is given.

Total and Permanent Disability means, for purposes of this **Conversion Privilege** section only, that You are incapable, because of an Injury or disease, to engage in any occupation for remuneration or profit for a continuous period of 12 months.

LIFE INSURANCE BENEFITS

For You - LIVING BENEFITS OPTION (ACCELERATED BENEFITS)

Benefits paid under this provision may be taxable. If so, You may incur a tax obligation. As with all tax matters, You should consult a personal tax advisor to assess the impact of this benefit. Receipt of benefits under this provision may also affect Your eligibility for public assistance.

Definition

Terminal Condition means an Injury or Sickness:

- (a) expected to result in Your death within 12 months; and
- (b) from which there is no reasonable prospect of recovery.

Benefits

If You incur a Terminal Condition while insured under this provision, only You, as the certificate holder, while You are living, may request Living Benefits. The **Amount of Living Benefits** is shown in the **SCHEDULE**, and will be payable provided You are living at the time payment is made. Benefits will be paid in one lump sum.

Conditions

1. To be insured for Living Benefits, You must be insured for group life insurance under this Policy.
2. We may require the beneficiary's written consent before Living Benefits are paid.
3. The amount of Your group life insurance and the amount You may convert in accordance with the life **Conversion Privilege** provision will be reduced by the Living Benefit amount paid under this provision.
4. An Insured Person may receive Living Benefits only once.
5. Premium payments must continue to be paid on the full amount of group life insurance, unless You qualify for waiver of premium, in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision.

Exceptions

This **Living Benefits** provision will not apply:

- (a) when You have irrevocably assigned group life insurance under this Policy;
- (b) to the share of group life insurance benefits under this Policy that are to be paid to a former spouse as part of a divorce agreement;
- (c) to any intentionally self-inflicted Injury, Sickness or suicide attempt;
- (d) if Your life insurance benefits end;
- (e) if the required premium is due and unpaid; or

(f) if the Master Policy terminates.

PAYMENT OF CLAIMS

How to File Claims

Before benefits are paid, We must be given a written proof of loss, as described below. Upon Your death, Your beneficiary or someone else must give us the proof.

Proof of Loss Requirements

1. First, a claim form is to be requested from the Plan Administrator or from us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When We receive the request, We will send a claim form for filing proof of loss. If We do not send it within 15 days, the proof of loss requirement can be met by giving us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

2. Next, the claim form is to be completed and signed.
3. Finally, the claim form is to be returned to us. The claim form is due:
 - (a) within 90 days after the loss occurs; or
 - (b) as soon as reasonably possible.

When Claims are Paid

Policy benefits will be paid in accord with the Life Insurance Benefits provision as soon as We receive acceptable proof of loss.

LIFE CLAIM REVIEW PROCEDURES

DEFINITIONS

An “**Adverse Benefit Determination**” means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person’s eligibility to participate in a plan.

A document, record, or other information will be considered “**Relevant**” to a claim if it:

- (a) (was relied upon in making the claim decision;
- (b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- (c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

INITIAL CLAIM DECISION

Initial Claim Decision. We will make a claim decision regarding a life claim within 90 days after Our receipt of the claim.

Extensions. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

Time Periods. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

NOTICE OF ADVERSE BENEFIT DETERMINATION

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and
- (d) a description of the Policy’s appeal procedures, including the time limits for such procedures.

APPEALS OF ADVERSE BENEFIT DETERMINATIONS

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

- (a) the Insured Person's name;
- (b) the name of the person filing the appeal if different from the Insured Person;
- (c) the Policy number; and
- (d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

APPEAL DECISION

Notice of Appeal Decision. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based; and
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Notice of Extension. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

Time Periods. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

STANDARD PROVISIONS

Insurance Contract

The insurance contract consists of:

- (a) the Policy;
- (b) the Policyholder's application attached to the Policy; and
- (c) any application for You.

Changes in the Insurance Contract

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require the consent of any Insured Person or beneficiary; and
- (b) must be:
 - (1) in writing;
 - (2) made a part of the Policy; and
 - (3) signed by one of Our officers.

A change may affect any class of Insured Persons, including retirees if retired coverage is included in the Policy.

Applications

We may use misstatements or omissions in the application of an Insured Person to contest the validity of insurance, reduce coverage or deny a claim; but We must first furnish You or Your beneficiary with a copy of that application. We will not use a person's application to contest or reduce insurance which has been in force for two years or more during that person's lifetime and in no event, unless it is in a written instrument signed by them. However, if You are not eligible for insurance, there is no time limit on Our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

Legal Actions

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought more than three years after the date written proof of loss is required.

DEFINITIONS

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

Injury means an accidental bodily injury which requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

Physician means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

Our, We, Us means the Company shown on Your Certificate of Insurance.

Rider means a provision added to the Policy or Your certificate to expand or limit benefits or coverage.

Sickness means a disease, disorder or condition, which requires treatment by a Physician.

Total Disability, Totally Disabled or Disabled means that because of an Injury or Sickness You are completely and continuously unable to perform any work or engage in any occupation.

You, Your, Insured Person means an employee or member who is insured under the Policy.

Group Policy Number GLCL-AEB5



MUTUAL *of* OMAHA

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