



1039897

01/01/2016

GROUP POLICY FOR:

**GALLIANO MARINE SERVICE, LLC DBA
EDISON CHOUEST OFFSHORE**

**MEMBERS PARTICIPATING IN THE MEDICAL PLAN
Group Member Life Insurance**

Print Date: 02/26/2016

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EDISON CHOUEST OFFSHORE
16201 E MAIN ST
CUT OFF LA 70345

RE: POLICY NUMBER 1039897

Enclosed is your updated policy for your amended change or renewal to your group insurance benefits issued by Principal Financial Group. Please note the group policy is amended on the effective date of the enclosed amendment title page.

Please refer to the cover of your policy(s) and booklets for class/coverage information before adding to or replacing your materials. If booklets are affected by your recent change, they will be shipped under separate cover. Please distribute one copy of the booklet-certificate to each insured person.

If you have questions, please contact your broker or sales representative.

If you would like to learn more about our eService package, please contact us at 1-800-986-EDGE or visit www.principal.com. Our eService package allows you to administer your insurance policy day or night, whenever it is convenient for you. With the click of a mouse, you can report employee changes, handle billing, view benefit booklets, and so much more!

Thank you for choosing Principal Life Insurance Company for your insurance needs.

Enclosure(s)

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**CHANGE NO. --5-- AMENDMENT TO BE ATTACHED TO
AND MADE A PART OF
PRINCIPAL LIFE INSURANCE COMPANY GROUP
POLICY NO. GL 1039897 ISSUED TO**

GALLIANO MARINE SERVICE, LLC DBA EDISON CHOUEST OFFSHORE

It is agreed that the above Group Policy be amended effective as of January 1, 2016, by striking all pages and replacing such pages with the following updated Group Policy.

The effect of this change is to completely replace the documentation of the contract between the above-named Policyholder and The Principal. Therefore, as of the effective date of this change, all prior versions of that documentation are null and void. This change is not intended to renew the contract between the Policyholder and The Principal in any way which affects the time limits of the coverages or limitations as stated in the original documentation.

The provisions and conditions set forth on any attached page are part of this Amendment the same as if set forth above.

This Amendment will become effective as a written agreement between The Principal and the Policyholder on the first premium due date following the effective date shown above for which premium due under this Group Policy is received by The Principal.

Executed by The Principal as of February 26, 2016.



Executive Vice President,
General Counsel and Secretary



President and
Chief Executive Officer

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POLICY RIDER
GROUP INSURANCE

POLICY NO: 1039897

COVERAGE: Life

EMPLOYER: GALLIANO MARINE SERVICE, LLC DBA EDISON CHOUEST OFFSHORE and Participating Units

Effective on the later of the Date of Issue of this Group Policy or March 1, 2005, the following will apply to your Policy:

From time to time The Principal may offer or provide certain employer groups who apply for coverage with The Principal a Financial Services Hotline and Grief Support Services or any other value added service for the employees of that employer group. In addition, The Principal may arrange for third party service providers (i.e., optometrists, health clubs), to provide discounted goods and services to those employer groups who apply for coverage with The Principal or who become insureds/enrollees of The Principal. While The Principal has arranged these goods, services and/or third party provider discounts, the third party service providers are liable to the applicants/insureds/enrollees for the provision of such goods and/or services. The Principal is not responsible for the provision of such goods and/or services nor is it liable for the failure of the provision of the same. Further, The Principal is not liable to the applicants/insureds/enrollees for the negligent provision of such goods and/or services by the third party service providers.

EXCEPT AS SPECIFICALLY DESCRIBED IN THIS RIDER, ALL OTHER BENEFITS AND PROVISIONS WILL BE AS DESCRIBED IN THE GROUP POLICY.



Executive Vice President,
General Counsel and Secretary



President and
Chief Executive Officer

PRINCIPAL LIFE INSURANCE COMPANY
DES MOINES, IOWA 50392-0001

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PRINCIPAL LIFE INSURANCE COMPANY
(called The Principal in this Group Policy)
Des Moines, Iowa 50392-0001

This group insurance policy is issued to:

GALLIANO MARINE SERVICE, LLC DBA EDISON CHOUEST OFFSHORE

(called the Policyholder in this Group Policy)

The Date of Issue is January 1, 2014.

In return for the Policyholder's application and payment of all premiums when due, The Principal agrees to provide:

MEMBER LIFE INSURANCE with Accelerated Benefits option

MEMBER ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

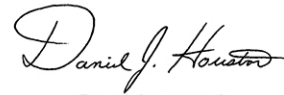
subject to the terms and conditions described in this Group Policy.

Tax Consequences. Receiving Accelerated Benefits from this Group Policy may have tax consequences for the Member. The Principal cannot give the Member advice about this. The Member may wish to obtain advice from a tax professional or an attorney before he or she decides to receive Accelerated Benefits from this Group Policy.

Any provisions of this Group Policy which, on the Date of Issue, is in conflict with the statutes of the state in which the Member resides at the Date of Issue is understood to be amended to conform to such statutes.



Executive Vice President,
General Counsel and Secretary



President and
Chief Executive Officer

This policy has been updated effective January 1, 2016

GROUP POLICY NO. GL 1039897
RENEWABLE TERM - NON-PARTICIPATING
CONTRACT STATE OF ISSUE: LOUISIANA

This policy has been updated effective January 1, 2016

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This policy has been updated effective January 1, 2016

PART I - DEFINITIONS

When used in this Group Policy the terms listed below will mean:

Active Work; Actively at Work

A Member will be considered Actively at Work if he or she is able and available for active performance of all of his or her regular duties. Short term absence because of a regularly scheduled day off, holiday, vacation day, jury duty, funeral leave, or personal time off is considered Active Work provided the Member is able and available for active performance of all of his or her regular duties and was working the day immediately prior to the date of his or her absence.

Date of Issue

The date this Group Policy is placed in force: January 1, 2014.

Dependent

- a. A Member's spouse, if that spouse:
 - (1) is legally married to the Member; and
 - (2) is not in the Armed Forces of any country; and
 - (3) is not insured under this Group Policy as a Member.
- b. A Member's Dependent Child (or Children) as defined below.

Dependent Child; Dependent Children

- a. A Member's natural child or stepchild, if that child is 0 days but less than 26 years of age.

A newly born child shall include an infant from the time of birth until the later of:

- (1) the date the child attains one month of age; or
- (2) the date the child is well enough to be discharged from a Hospital or neonatal special care unit to his home.

An adopted child will be considered a dependent from the date of placement with the Member for the purpose of adoption.

- b. A Member's foster child, if that child:
 - (1) meets the requirements above; and

This policy has been updated effective January 1, 2016

- (2) has been placed with the Member or spouse insured under this Group Policy by an authorized state placement agency or by order of a court; and
- (3) required documentation has been provided and the child is approved in Writing by The Principal as a Dependent Child.

c. A Member's grandchild, if that child:

- (1) meets the requirements in a. above; and
- (2) lives with the Member; and
- (3) is in legal custody of the grandparent; and
- (4) is approved in Writing by The Principal as a Dependent Child.

Full-Time Student

A Member's Dependent Child attending a school that has a regular teaching staff, curriculum, and student body and who:

- a. attends school on a full-time basis, as determined by the school's criteria; and
- b. is dependent on the Member for principal support.

Group Policy

The policy of group insurance issued to the Policyholder by The Principal, which describes benefits and provisions for insured Members.

Insurance Month

Calendar Month.

Member

Any PERSON PARTICIPATING IN THE MEDICAL PLAN who is a full-time employee of the Policyholder or a Participating Unit and who regularly works at least 30 hours per week. The employee must be compensated by the Policyholder or a Participating Unit and either the employer or employee must be able to show taxable income on federal or state tax forms. Work must be at the Policyholder's or a Participating Unit's usual place or places of business, at an alternative worksite at the direction of the Policyholder or a Participating Unit, or at another place to which the employee must travel to perform his or her regular duties. This excludes any person who is scheduled to work for the Policyholder or a Participating Unit on a seasonal, temporary, contracted, or part-time basis.

An owner, proprietor, or partner of the Policyholder's or a Participating Unit's business will be deemed to be an eligible employee for purposes of this Group Policy, provided he or she is

This policy has been updated effective January 1, 2016

regularly scheduled to work for the Policyholder or a Participating Unit at least 30 hours per week and otherwise meets the definition of a Member.

Participating Unit

Any entity meeting the requirements outlined in PART II and PART V of this Group Policy.

Physician

- a. A licensed Doctor of Medicine (M.D.) or Osteopathy (D.O.); or
- b. any other licensed health care practitioner that state law requires be recognized as a Physician under this Group Policy.

The term Physician does not include the Member, an employee of the Member, a business or professional partner or associate of the Member, any person who has a financial affiliation or business interest with the Member, anyone related to the Member by blood or marriage, or anyone living in the Member's household.

Policy Anniversary

January 1, 2017 and the same day of each following year.

Policyholder

The entity to whom this Group Policy is issued (see Title Page).

Prior Policy

The Group Term Life coverage of either:

- a. the Policyholder or a Participating Unit; or
- b. a business entity which has been obtained by the Policyholder or a Participating Unit through a merger or acquisition;

for which the Participating Unit's coverage under this Group Policy is a replacement.

Proof of Good Health

Written evidence that a person is insurable under the underwriting standards of The Principal. This proof must be provided in a form satisfactory to The Principal.

Qualifying Event

This policy has been updated effective January 1, 2016

A Qualifying Event for Accelerated Benefits is a medical condition, which would, in the absence of extensive or extraordinary medical treatment; result in a dramatically limited life span. Such conditions may include, BUT ARE NOT LIMITED TO, one or more of the following:

- a. coronary artery disease resulting in an acute infarction or requiring surgery;
- b. permanent neurological deficit resulting from cerebral vascular accident;
- c. end stage renal failure; or
- d. acquired immune deficiency syndrome (AIDS).

Signed or Signature

Any symbol or 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 media, and which is consistent with applicable law and is agreed to by The Principal.

Terminally Ill

A Member will be considered Terminally Ill, for Accelerated Benefits, if he or she has experienced a Qualifying Event and is expected to die within 12 months of the date he or she requests payment of Accelerated Benefits.

Total Disability; Totally Disabled

A Member's inability, as determined by The Principal, due to sickness or injury, to perform the majority of the material duties of any occupation for which he or she is or may reasonably become qualified based on education, training or experience.

Written or Writing

A record which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

This policy has been updated effective January 1, 2016

PART II - POLICY ADMINISTRATION

Section A - Contract

Article 1 - Entire Contract

This Group Policy, the current Certificate, the attached Policyholder application, and any Member applications make up the entire contract. The Principal is obligated only as provided in this Group Policy and is not bound by any trust or plan to which it is not a signatory party.

Article 2 - Policy Changes

Insurance under this Group Policy runs annually to the Policy Anniversary, unless sooner terminated. No agent, employee, or person other than an officer of The Principal has authority to change this Group Policy, and, to be effective, all such changes must be in Writing and Signed by an officer of The Principal.

The Principal reserves the right to change this Group Policy as follows:

- a. Any or all provisions of this Group Policy may be amended or changed at any time, including retroactive changes, to the extent necessary to meet the requirements of any law or any regulation issued by any governmental agency to which this Group Policy is subject.
- b. Any or all provisions of this Group Policy may be amended or changed at any time when The Principal determines that such amendment is required for consistent application of policy provisions.
- c. By Written agreement between The Principal and the Policyholder, this Group Policy may be amended or changed at any time as to any of its provisions.

Any change to this Group Policy, including, but not limited to, those in regard to coverage, benefits, and participation privileges, may be made without the consent of any Member.

Payment of premium beyond the effective date of the change constitutes the Policyholder's consent to the change.

Article 3 - Policyholder or a Participating Unit Eligibility Requirements

To be an eligible group and to remain an eligible group, the Policyholder or a Participating Unit must:

This policy has been updated effective January 1, 2016

- a. be actively engaged in business for profit within the meaning of the Internal Revenue Code, or be established as a legitimate nonprofit corporation within the meaning of the Internal Revenue Code; and
- b. make at least the level of premium contributions required for insurance on its eligible Members. The Policyholder or a Participating Unit must:
 - (1) contribute at least 50% of the required premium for all Members (including disabled Members, if any); and
- c. if the Member is to contribute part of the premium, maintain the following participation percentages with respect to eligible employees, excluding those for whom Proof of Good Health is not satisfactory to The Principal:
 - (1) Employees:
 - at least 75% of all eligible employees must enroll; and
- d. if the Member is to contribute no part of the premium, 100% of eligible employees must enroll.

Article 4 - Policy Incontestability

In the absence of fraud, after the Participating Unit's coverage under this Group Policy has been in force two years, The Principal may not contest its validity except for nonpayment of premium.

Article 5 - Individual Incontestability

All statements made by any individual insured under this Group Policy will be representations and not warranties. In the absence of fraud, these statements may not be used to contest an insured person's insurance unless:

- a. the insured person's insurance has been in force for less than two years during the insured's lifetime; and
- b. the statement is in Written form Signed by the insured person; and
- c. a copy of the form which contains the statement is given to the insured or the insured's beneficiary at the time insurance is contested.

This policy has been updated effective January 1, 2016

However, these provisions will not preclude the assertion at any time of defenses based upon the person's ineligibility for insurance under this Group Policy or upon the provisions of this Group Policy.

In addition, if an individual's age is misstated, The Principal may at any time adjust premium and benefits to reflect the correct age.

Article 6 - Information to be Furnished

The Policyholder and the Participating Unit must, upon request, give The Principal all information needed to administer this Group Policy. If a clerical error is found in this information, The Principal may at any time adjust premium to reflect the facts. An error will not invalidate insurance that would otherwise be in force. Neither will an error continue insurance that would otherwise be terminated.

The Principal may inspect, at any reasonable time, all Policyholder and the Participating Unit records, which relate to this Group Policy.

Article 7 - Certificates

The Principal will give the Policyholder Certificates for delivery to insured Members. The delivery of such Certificates will be in either paper or electronic format. The Certificates will be evidence of insurance and will describe the basic features of the coverage. They will not be considered a part of this Group Policy.

Article 8 - Assignments

No assignments of Member Life Insurance will be allowed under this Group Policy.

Article 9 - Policy Interpretation

The Principal has complete discretion to construe or interpret the provisions of this group insurance policy, to determine eligibility for benefits, and to determine the type and extent of benefits, if any, to be provided. This interpretation may be modified or reversed by a court or regulatory agency with appropriate jurisdiction.

Article 10 - Electronic Transactions

This policy has been updated effective January 1, 2016

Any transaction relating to this Group Policy may be conducted by electronic means if performance of the transaction is consistent with applicable state and federal law.

Any notice required by the provisions of this Group Policy given by electronic means will have the same force and effect as notice given in writing.

This policy has been updated effective January 1, 2016

Section B - Premiums

Article 1 - Payment Responsibility; Due Dates; Grace Period

The Policyholder is responsible for collection and payment of all premiums due while this Group Policy is in force. Payments must be sent to the home office of The Principal in Des Moines, Iowa.

The first premium is due on the Date of Issue of this Group Policy. Each premium thereafter will be due on the first of each Insurance Month. Except for the first premium, a Grace Period of 60 days will be allowed for payment of premium. "Grace Period" means the first 60-day period following a premium due date. The Group Policy will remain in force until the end of the Grace Period, unless the Group Policy has been terminated by notice as described in PART II, Section C. The Policyholder will be liable for payment of the premium for the time this Group Policy remains in force during the Grace Period.

Article 2 - Premium Rates

The premium rate(s) for each Member insured for Life Insurance will be:

- a. Member Life Insurance
\$0.150 for each \$1,000 of insurance in force.
- b. Member Accidental Death and Dismemberment Insurance
\$0.030 for each \$1,000 of Member Life Insurance in force.

If the Policyholder has at least two other eligible group insurance policies underwritten by The Principal, as determined by The Principal, the Policyholder may be eligible for a multiple policy discount.

Article 3 - Premium Rate Changes

The Principal may change premium rates:

- a. on any premium due date, if the initial premium rate has then been in force 48 months or more and if Written notice is given to the Policyholder at least 45 days before the date of change if fewer than 100 members are enrolled and 90 days before the change if 100 or more members are enrolled; or
- b. on any date the definition of Member is changed; and

This policy has been updated effective January 1, 2016

- c. on any date the Policyholder's business, as specified on the Policyholder application, is changed; and
- d. on any date that a schedule of insurance or class of insured Members is changed; and
- e. on any premium due date, if the Policyholder has been receiving a multiple policy discount rate and the Policyholder drops below the minimum number of coverages to receive such discount rate; and
- f. on any date the premium contribution required of Members is changed; and
- g. with respect to Member Life Insurance, on any Policy Anniversary, if the average age, average Scheduled Benefit amount, or the male/female distribution for then insured Members has changed since the last Policy Anniversary; and
- h. on any Policy Anniversary, if the volume of insurance for then insured Members has increased or decreased by more than 25% since the last Policy Anniversary.

The premium rate change in a. above may not be changed more than once in any six month period.

If the Policyholder has other group insurance with The Principal, and if life coverage is initially added on a date other than the Policy Anniversary and it is more than six months before the next Policy Anniversary, The Principal reserves the right to change the premium rate on the next Policy Anniversary. Written notice will be given to the Policyholder at least 45 days before the date of change if fewer than 100 members are enrolled and 90 days before the change if 100 or more members are enrolled.

If the Policyholder agrees to participate in the electronic services program of The Principal and, at a later date elects to withdraw from participation, such withdrawal may result in certain administrative fees being charged to the Policyholder.

Article 4 - Premium Amount

The amount of premium to be paid on each due date will be determined in these ways:

- a. Member Life Insurance
The total volume of insurance in force will be divided by 1,000. The result will then be multiplied by the premium rate then in effect.
- b. Member Accidental Death and Dismemberment Insurance
The total volume of insurance in force will be divided by 1,000. The result will then be multiplied by the premium rate then in effect.

This policy has been updated effective January 1, 2016

To ensure accurate premium calculations, the Policyholder is responsible for reporting to The Principal, the following information during the stated time periods:

- a. Members who are eligible to become insured are to be reported during the month prior to or during the month that coverage becomes effective.
- b. Members whose coverage has terminated are to be reported within a month of the date coverage terminated.
- c. Changes in Member insurance class are to be reported within a month of the date that the change in insurance class took place.

If a Member is added or a present Member's insurance is increased or terminated on other than the first of an Insurance Month, premium for that Member will be adjusted and applied as if the change were to take place on the first of the next following Insurance Month.

Article 5 - Contributions from Members

Members are not required to contribute a part of the premium for their Member insurance under this Group Policy.

This policy has been updated effective January 1, 2016

Section C - Policy Termination

Article 1 - Failure to Pay Premium

This Group Policy will terminate at the end of the Grace Period if total premium due has not been received by The Principal before the end of the Grace Period. Failure by the Policyholder to pay the premium within the Grace Period will be deemed notice by the Policyholder to The Principal to discontinue this Group Policy at the end of the Grace Period.

Article 2 - Termination Rights of the Policyholder

The Policyholder may terminate this Group Policy effective on the day before any premium due date by giving Written notice to The Principal prior to that premium due date. The Policyholder's issuance of a stop-payment order for any amounts used to pay premiums for the Policyholder's coverage will be considered Written notice from the Policyholder.

Article 3 - Termination Rights of The Principal

The Principal may nonrenew or terminate this Group Policy by giving the Policyholder 60 days advance notice in Writing by certified mail, if the Policyholder:

- a. ceases to be actively engaged in business for profit within the meaning of the Internal Revenue Code, or be established as a legitimate nonprofit corporation within the meaning of the Internal Revenue Code; or
- b. fails to maintain the participation percentages requirements of PART II, Section A with respect to eligible employees, excluding those for whom Proof of Good Health is not satisfactory to The Principal; or
- c. fails to maintain three or more insured employees under this Group Policy; or
- d. fails to pay premium in accordance with the requirements of PART II, Section B; or
- e. has performed an act or practice that constitutes fraud or has made an intentional misrepresentation of material fact under the terms of this Group Policy; or
- f. does not promptly provide The Principal with information that is reasonably required; or
- g. fails to perform any of its obligations that relate to this Group Policy.

This policy has been updated effective January 1, 2016

The Principal may terminate the Policyholder's coverage on any premium due date if the Policyholder relocates to a state where this Group Policy is not marketed, by giving the Policyholder 60 days advanced notice in Writing by certified mail.

A Participating Unit's coverage under this Group Policy may be terminated according to the terms and conditions outlined in PART V, Section E.

Article 4 - Policyholder Responsibility to Members

If this Group Policy terminates for any reason, the Policyholder must:

- a. notify each Member of the effective date of the termination; and
- b. refund or otherwise account to each Member all contributions received or withheld from Members for premiums not actually paid to The Principal.

If the Participating Unit's coverage under this Group Policy terminates for any reason, the provisions of PART V, Section E will also apply.

This policy has been updated effective January 1, 2016

Section D - Policy Renewal

Article 1 - Renewal

Insurance under this Group Policy runs annually to the Policy Anniversary, unless sooner terminated.

While this Group Policy is in force, and subject to the provisions in PART II, Section C, the Policyholder may renew at the applicable premium rates in effect on the Policy Anniversary.

This policy has been updated effective January 1, 2016

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

Section A - Eligibility

Article 1 - Member Life Insurance

A person will be eligible for Member Life Insurance on the date shown below for the Member's status (insurance class):

Office/Vessel employees of Galliano Marine Service, LLC, Sealand Mechanical, LLC, International Marine Systems, LLC, Fairweather, LLC, Fairweather Science, LLC, C-Innovation, LLC, Marine Technologies, LLC, FMC Technologies Offshore or Expert Travel of America, Inc. Members: the first of the Insurance Month coinciding with or next following the date the person completes one month of continuous Active Work with the Policyholder or a Participating Unit as a Member.

American Custom Yachts, Inc., Cajun Iron Workers, Inc., Good Job, Inc., Gulf Ship, LLC, Tampa Ship, LLC, La Ship LLC or American Recovery, LLC Members: the first of the Insurance Month coinciding with or next following the date the person completes two consecutive months of continuous Active Work with the Policyholder or a Participating Unit as a Member.

Note: Employees who transfer to Galliano Marine Service, LLC from Bollinger will have their time employed with Bollinger count towards satisfying the above waiting period for Galliano.

In no circumstance will a person be eligible for Member Life Insurance under this Group Policy if the person is eligible under any other Group Term Life Insurance policy underwritten by The Principal.

Article 2 - Member Accidental Death and Dismemberment Insurance

A person will be eligible for Member Accidental Death and Dismemberment Insurance on the latest of:

- a. the date the person is eligible for Member Life Insurance; or
- b. the date the person enters a class for which Member Accidental Death and Dismemberment Insurance is provided under this Group Policy; or
- c. the date Member Accidental Death and Dismemberment Insurance is added to this Group Policy.

This policy has been updated effective January 1, 2016

Section B - Effective Dates

Article 1 - Member Life Insurance

a. Actively at Work

A Member's effective date for Member Life Insurance will be as explained in this article, if the Member is Actively at Work on that date. If the Member is not Actively at Work on the date insurance would otherwise be effective, such insurance will not be in force until the day of return to Active Work.

However, this Actively at Work requirement will be waived for Members who:

- (1) are absent from Active Work because of a regularly scheduled day off, holiday, or vacation day; and
- (2) were Actively at Work on their last scheduled work day before the date of their absence; and
- (3) were capable of Active Work on the day before the scheduled effective date of their insurance or change in their insurance, whichever is applicable.

This Actively at Work requirement may also be waived as described below.

When insurance under this Group Policy replaces coverage under a Prior Policy, the Active Work requirement may be waived for those Members who:

- (1) are eligible and enrolled under this Group Policy on its Date of Issue or the date the entity becomes a Participating Unit; and
- (2) were covered under the Prior Policy on the date of its termination.

In no event will the Active Work requirement be waived for those Members who, on the date of termination of the Prior Policy, either:

- (1) had the option, under the terms of the Prior Policy, to convert their coverage under the Prior Policy to an individual policy; or
- (2) were eligible under the terms of the Prior Policy, to have their premiums waived due to Total Disability.

NOTE: When insurance under this Group Policy replaces coverage under a Prior Policy and the Active Work requirement is waived, any benefits payable will be the lesser of the Scheduled Benefit of this Group Policy or the amount that would have been paid by the Prior Policy had it remained in force.

b. Effective Date for Initial Insurance When Proof of Good Health is Required

This policy has been updated effective January 1, 2016

Insurance for which Proof of Good Health is required (see e. below) will be in force on the later of:

- (1) the date insurance would have been effective if Proof of Good Health had not been required; or
- (2) the first of the Insurance Month coinciding with or next following the date Proof of Good Health is approved by The Principal.

c. Effective Date for Initial Noncontributory Insurance When Proof of Good Health is not Required

Unless Proof of Good Health is required (see b. above and e. below), insurance for which the Member contributes no part of premium will be in force on the date the Member is eligible.

d. Effective Date for Initial Contributory Insurance When Proof of Good Health is not Required

If a Member is to contribute a part of premium, insurance must be requested in a form provided by The Principal. Unless Proof of Good Health is required (see b. above and e. below), the requested insurance will be in force on:

- (1) the date the Member is eligible, if the request is made on or before that date; or
- (2) the first of the Insurance Month coinciding with or next following the date of the Member's request, if the request is made within 31 days after the date the Member is eligible.

If the request is made more than 31 days after the date the Member is eligible, Proof of Good Health will be required before insurance can be in force (see b. above and e. below).

e. Proof of Good Health Requirements

The type and form of required Proof of Good Health will be determined by The Principal. A Member must submit Proof of Good Health:

- (1) If insurance for which a Member contributes a part of premium is requested more than 31 days after the date the Member is eligible including any insurance the Member refuses and later requests.
- (2) If insurance is requested under this Group Policy by a Member that was eligible under the Prior Policy, but elected to waive coverage under the Prior Policy.
- (3) If a Member has failed to provide required Proof of Good Health or has been refused insurance under this Group Policy at any prior time.

This policy has been updated effective January 1, 2016

- (4) If a Member elects to terminate insurance and, more than 31 days later, requests to be insured again.

f. Effective Date for Benefit Changes Due to Change in Insurance Class

- (1) A change in the Member's Scheduled Benefit amount because of a change in the Member's insurance class for which Proof of Good Health is not required (see e. above) will normally be effective on the first of the Insurance Month coinciding with or next following the date of change. However, if the Member is not Actively at Work on the date a Scheduled Benefit change would otherwise be effective, the Scheduled Benefit change will not be in force until the date the Member returns to Active Work. Any decrease in Scheduled Benefit amounts due to a change in a Member's insurance class will be effective on the date of the change, whether or not the Member is Actively at Work.

Any termination of Scheduled Benefit amounts due to a change in the Member's insurance class will be effective on the date of the change, whether or not the Member is Actively at Work.

- (2) A change in a Member's Scheduled Benefit amount because of a change in the Member's insurance class for which Proof of Good Health is required (see e. above) will be effective on the later of:
 - the date the change would have been effective if Proof of Good Health had not been required; or
 - the first of the Insurance Month coinciding with or next following the date Proof of Good Health is approved by The Principal.

g. Effective Date for Benefit Changes Due to Change by Policy Amendment

- (1) A change in the Member's Scheduled Benefit amount because of a change in the Schedule of Insurance (as described in PART IV, Section A) by amendment to this Group Policy for which Proof of Good Health is not required (see e. above) will be effective on the date of change. However, if the Member is not Actively at Work on the date an increase in the Scheduled Benefit would otherwise be effective, the Scheduled Benefit in force for the Member before the change will continue to apply to the Member until the day of return to Active Work. When the Member returns to Active Work, the Scheduled Benefit increase will then be in force for the Member. Any decrease in Scheduled Benefit amounts due to a change by amendment to this Group Policy will be effective on the date of change, whether or not the Member is Actively at Work.

This policy has been updated effective January 1, 2016

- (2) A change in the Member's Scheduled Benefit amount because of a change in the Schedule of Insurance (as described in PART IV, Section A) by amendment to this Group Policy for which Proof of Good Health is required (see e. above) will be effective on the later of:
- the date the change would have been effective if Proof of Good Health had not been required; or
 - the first of the Insurance Month coinciding with or next following the date Proof of Good Health is approved by The Principal.

Article 2 - Member Accidental Death and Dismemberment Insurance

Member Accidental Death and Dismemberment Insurance will be effective under the same terms as set forth for Member Life Insurance in this Section B, Article 1. However, in no event will Member Accidental Death and Dismemberment Insurance be in force for a Member who is not insured for Member Life Insurance.

Any change in a Member's Scheduled Benefit will be as stated in this Section B, Article 1.

This policy has been updated effective January 1, 2016

Section C - Individual Terminations

Article 1 - Member Life Insurance

A Member's insurance under this Group Policy will terminate on the earliest of:

- a. the date this Group Policy is terminated, either in its entirety or for the Participating Unit; or
- b. the end of the Insurance Month for which the last premium is paid for the Member's insurance; or
- c. the end of any Insurance Month, if requested by the Member before that date; or
- d. the end of the Insurance Month in which the Member ceases to be a Member as defined in PART I; or
- e. the end of the Insurance Month in which the Member ceases to be in a class for which Member Life Insurance is provided; or
- f. the date the Member retires; or
- g. the end of the Insurance Month in which the Member ceases Active Work.

Article 2 - Member Accidental Death and Dismemberment Insurance

A Member's Accidental Death and Dismemberment Insurance under this Group Policy will terminate on the earliest of:

- a. the date his or her Member Life Insurance ceases; or
- b. the date Member Accidental Death and Dismemberment Insurance is removed from this Group Policy, either in its entirety or for the Participating Unit; or
- c. the end of the Insurance Month for which the last premium is paid for the Member's Accidental Death and Dismemberment Insurance; or
- d. the end of any Insurance Month, if requested by the Member before that date; or
- e. the end of the Insurance Month in which the Member ceases to be in a class for which Member Accidental Death and Dismemberment Insurance is provided.

This policy has been updated effective January 1, 2016

Article 3 - Termination for Fraud

The Principal may at any time terminate a Member's eligibility under the Group Policy:

- a. in Writing and with 31-day notice, if the individual submits any claim that contains false or fraudulent elements under state or federal law; or
- b. in Writing and with 31-day notice, upon finding in a civil or criminal case that a Member has submitted claims that contain false or fraudulent elements under state or federal law; or
- c. in Writing and with 31-day notice, when a Member has submitted a claim which, in good faith judgment and investigation, a Member knew or should have known, contains false or fraudulent elements under state or federal law.

Article 4 - Coverage While Outside of the United States

If a Member is temporarily outside the United States, the Member may choose to continue his or her insurance, subject to premium payment for a period of twelve months or less for one of the following reasons:

- a. travel; or
- b. a business assignment; or
- c. full-time student status, provided the Member is either:
 - (1) enrolled and attending an accredited school in a foreign country; or
 - (2) is participating in an academic program in a foreign country, for which the institution of higher learning at which the student is enrolled in the U.S. grants academic credit.

The twelve-month period will not be reduced for any time covered under a Prior Policy.

If a Member is outside the United States for any other reason than those listed above, coverage for the person concerned will automatically terminate.

This policy has been updated effective January 1, 2016

Section D - Continuation

Article 1 - Member Life Insurance

a. Sickness or Injury (Other Than Total Disability)

If Active Work ends because a Member is sick or injured but not Totally Disabled, insurance for that Member may be continued until the earlier of:

- (1) the date insurance would otherwise cease as provided in PART III, Section C; or
- (2) the end of the Insurance Month in which the Member recovers.

b. Layoff or Approved Leave of Absence

If Active Work ends because a Member is on layoff or approved leave of absence, insurance for that Member may be continued until the earliest of:

- (1) the date insurance would otherwise cease as provided in PART III, Section C, Article 1 a. through g.; or
- (2) the end of the Insurance Month in which the layoff or approved leave of absence ends; or
- (3) the date the Member becomes eligible for any other group life coverage; or
- (4) the end of the Insurance Month in which Active Work ends due to a layoff; or
- (5) 90 days after Active Work ends due to a leave of absence.

c. Family and Medical Leave Act (FMLA)

If a Member ceases Active Work due to an approved leave of absence under FMLA, the Policyholder or a Participating Unit may choose to continue the Member's insurance, subject to premium payment.

A Member may qualify to have his or her insurance continued under one or more of the continuation provisions described in a., b., and c. above. If a Member qualifies for continuation under more than one provision, the longest period of continuation will be applied, and all periods of continuation will run concurrently.

This policy has been updated effective January 1, 2016

Section E - Reinstatement

Article 1 - Reinstatement

A Member's terminated insurance will be reinstated if:

- a. insurance ceased because of layoff or approved leave of absence; and
- b. the Member returns to Active Work for the Policyholder or a Participating Unit within six months of the date insurance ceased.

The Member's reinstated insurance will be in force on the date of return to work. However, the Actively at Work provisions discussed in PART III, Section B, will apply. Also, Proof of Good Health will be required to place in force any Scheduled Benefit that would have been subject to Proof of Good Health had the Member remained continuously insured.

Only the period of time during which a Member is actually insured will be included in determining the length of his or her continuous coverage under this Group Policy. For this purpose the period of time during which a reinstated Member's insurance was not in force:

- a. will not be considered an interruption of continuous coverage; and
- b. will not be used to satisfy any provision of this Group Policy which pertains to a period of continuous coverage.

In addition, a longer reinstatement period may be allowed for an approved leave of absence taken in accordance with the provisions of the federal law regarding the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Article 2 - Federal Required Family and Medical Leave Act (FMLA)

A Member's terminated insurance may be reinstated in accordance with the provisions of the Federal Family and Medical Leave Act (FMLA), subject to the Actively at Work provision discussed in PART III, Section B.

Article 3 - Reinstatement of Coverage for a Member When Coverage Ends due to Living Outside of the United States

If insurance for a Member terminates because the person is outside of the United States as discussed in PART III, Section C, Article 4, the Member may become eligible again for coverage under this Group Policy, but only if:

This policy has been updated effective January 1, 2016

- a. the Member returns to the United States within six months of the date on which coverage terminated because the person is outside of the United States; and
- b. the Member returns to Active Work in the United States for the Policyholder or a Participating Unit for a period of at least 30 consecutive days. The Member will be eligible for coverage on the day immediately following completion of the 30 consecutive days of Active Work; and

The reinstated coverage will be on the same basis as that being provided on the date coverage is reinstated. However, any restrictions on this coverage that were in effect before reinstatement will continue to apply. If the Member does not complete the 30 consecutive days of residence, the coverage for such person will not be reinstated.

This policy has been updated effective January 1, 2016

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

Section F - Individual Purchase Rights

Article 1 - Member Life Insurance

a. Individual Policy

If a Member qualifies and makes timely application, he or she may convert the group coverage by purchasing an individual policy of life insurance under these terms:

- (1) The Member will not be required to submit Proof of Good Health.
- (2) The policy will be for life insurance only. No disability or other benefits will be included.
- (3) The policy will be on one of the forms, other than term insurance, then issued by The Principal to persons in the risk class to which the Member belongs on the individual policy's effective date.
- (4) Premium will be based on the Member's age and the standard rate of The Principal for the policy form to be issued.

b. Purchase Qualification

A Member will qualify for individual purchase if insurance under this Group Policy terminates and:

- (1) the Member's total Life Insurance, or any portion of it, terminates because he or she ends Active Work or ceases to be in a class eligible for insurance; or
- (2) after the Member has been continuously insured under this Group Policy for at least five years, his or her total Member Life Insurance terminates because this Group Policy terminates, either in its entirety or for the Participating Unit or is amended to exclude the Member's insurance class; or
- (3) the Member's Coverage During Disability as described in PART IV, Section A, ceases because Total Disability ends and he or she does not return to Active Work within 31 days; or
- (4) the Member's Accelerated Benefits Premium Waiver Period as described in PART IV, Section A, ceases and he or she does not qualify for Coverage During Disability .

c. Application/Effective Date

Notice of the individual purchase right must be given to the Member by the Policyholder before insurance under this Group Policy terminates, or as soon as reasonably possible thereafter.

This policy has been updated effective January 1, 2016

A Member must apply for individual purchase and the first premium for the individual policy must be paid to The Principal within 31 days after the date Member Life Insurance or Coverage During Disability terminates under this Group Policy.

Any individual policy issued will then be in force on the 32nd day following such termination date.

d. Individual Policy Amount

The amount of insurance that may be purchased may vary:

- (1) If termination is as described in b. (1) above, the maximum amount will be the Member Life Insurance benefit in force on the date of termination or the portion of Member Life Insurance that has terminated, less any individual policy amount purchased earlier under this Article 1, and less any Accelerated Benefit payment as described in PART IV, Section A, Article 7.
- (2) If termination is as described in b. (2) above, the maximum amount will be the lesser of:
 - \$10,000; or
 - the Member Life Insurance benefit in force on the date of termination, less any Accelerated Benefit payment as described in PART IV, Section A, Article 7 and less the amount for which the Member becomes eligible under any group policy within 31 days.
- (3) If termination is as described in b. (3) above, the maximum amount will be the Coverage During Disability benefit in force on the date Total Disability ceases, less any individual policy amount purchased earlier under this Article 1, and less any Accelerated Benefit payment as described in PART IV, Section A, Article 7.
- (4) If termination is as described in b. (4) above, the maximum amount will be the Member Life Insurance benefit in force on the date the Member ceases Active Work, less any individual policy amount purchased earlier under this Article 1, and less any Accelerated Benefit payment as described in PART IV, Section A, Article 7.

This policy has been updated effective January 1, 2016

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

PART IV - BENEFITS

Section A - Member Life Insurance

Article 1 - Schedule of Insurance

Subject to the Effective Date provisions of PART III, Section B, and the qualifying provisions of this Section A, the Scheduled Benefit for an insured Member will be based on his or her class:

Class	*Scheduled Benefit
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MEMBERS PARTICIPATING IN THE MEDICAL PLAN	\$50,000
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However, if a Member has received any payments under the Accelerated Benefits provision as described in Section A, Article 7, the Scheduled Benefit will be reduced by the amount of such payment.

*The Scheduled Benefit is subject to the Proof of Good Health requirements as shown in PART III, Section B, Article 1. Because of the Proof of Good Health requirements, the amount of insurance approved by The Principal may be different than the Scheduled Benefit. If the approved amount of insurance is different than the Scheduled Benefit, the approved amount will apply.

For the age(s) shown below, the amount of a Member's insurance will be the percentage of the Scheduled Benefit (or approved amount, if applicable) as shown below.

Age	% of Scheduled Benefit (or approved amount, whichever applies)
Age 65 but less than age 70	65%
Age 70 but less than age 75	40%
Age 75 and over	20%

Article 2 - Death Benefits Payable

If a Member dies while insured for Member Life Insurance under this Group Policy, The Principal will pay his or her beneficiary the Scheduled Benefit (or approved amount, if

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applicable) in force on the date of death, less any Accelerated Benefit payment as described in PART IV of this Section A, Article 7. However, if a beneficiary is suspected or charged with the Member's death, the Death Benefits Payable may be withheld until additional information has been received or the trial has been held.

If a Member who was insured dies within the 31-day individual purchase period described in PART III, Section F, The Principal will pay his or her beneficiary the individual policy amount, if any, the Member had the right to purchase.

No payment will be made before The Principal receives Written proof of the Member's death.

Article 3 - Beneficiary

A beneficiary should be named at the time a Member applies or enrolls under this Group Policy. A Member may name or later change a named beneficiary by sending a Written request to the Policyholder or a Participating Unit. A change will not be effective until recorded by the Policyholder or a Participating Unit. Once recorded, the change will apply as of the date the request was Signed. If The Principal properly pays any benefit before a change request is received, that payment may not be contested. Further:

- a. The naming of a new beneficiary in an application for individual purchase under PART III, Section F, Article 1, will be treated as a beneficiary change request under this Group Policy.
- b. If a Member's terminated insurance is reinstated, his or her beneficiary will be as recorded on the date of termination.

If a Member is insured under this Group Policy on its Date of Issue or the date the entity becomes a Participating Unit and this insurance replaces insurance in force on the day immediately before the Date of Issue or the date the entity becomes a Participating Unit, the beneficiary named in such replaced insurance and recorded by the Policyholder or The Principal will be the beneficiary under this Group Policy until a new beneficiary is named.

Article 4 - Facility of Payment

Settlement of a death claim will be made after Written proof of death has been received by The Principal. If settlement is not made within the first 20 days after Written proof has been received. Interest will be payable from the 20th day until the settlement date. The interest rate will be determined by The Principal but not less than that which is payable on deposits with The Principal.

This policy has been updated effective January 1, 2016

If any of the below occur, benefits will be paid as stated. All such payments will discharge The Principal to the full extent of those payments.

- a. If a beneficiary is found guilty of the Member's death, such beneficiary may be disqualified from receiving any benefit due. Payment may then be made to any contingent beneficiary or to the executor or administrator of the Member's estate.
- b. Any benefit due a beneficiary who dies before the Member's death will be paid in equal shares to the Member's surviving beneficiaries.
- c. If a beneficiary dies at the same time or within 15 days after the Member dies, but before The Principal receives Written proof of the Member's death, payment will be made as if the Member survived the beneficiary.
- d. If no beneficiary survives the Member or if the Member has not named a beneficiary, payment will be made in the following order of precedence as numbered:
 - (1) to the Member's spouse;
 - (2) to the Member's children born to or legally adopted by the Member;
 - (3) to the Member's parents;
 - (4) to the Member's brothers and sisters; or
 - (5) if none of the above, to the executor or administrator of the Member's estate.
- e. If The Principal believes a person is not legally able to give a valid receipt, as determined by The Principal, for a payment, and no guardian has been appointed, The Principal may pay whoever has assumed the care and support of the person.

Article 5 - Settlement of Proceeds

Within 20 days after The Principal receives Written proof of the Member's death, the Scheduled Benefit (or approved amount, if applicable) in force for the Member, less any Accelerated Benefit payment as described in PART IV, Section A, Article 7 will be paid in a single lump sum. If requested, The Principal, may consider other payment options.

Payment of benefits will be subject to the Beneficiary and Facility of Payment provisions of this PART IV, Section A.

Article 6 - Member Life Insurance - Coverage During Disability

A Member may be eligible to continue his or her Member Life and Member Accidental Death and Dismemberment Insurance coverage during the Member's Total Disability.

This policy has been updated effective January 1, 2016

PART IV - BENEFITS

a. Coverage Qualification

To be qualified for Coverage During Disability, a Member must:

- (1) become Totally Disabled while insured for Member Life Insurance; and
- (2) become Totally Disabled prior to the attainment of age 60; and
- (3) remain Totally Disabled continuously; and
- (4) be under the regular care and attendance of a Physician; and
- (5) send proof of Total Disability to The Principal when required; and
- (6) submit to medical examinations or evaluations when required; and
- (7) return to The Principal, without claim, any individual policy issued under his or her Individual Purchase Rights as described in PART III, Section F, Article 1. Upon return of such policy, The Principal will refund premiums paid, less dividends and less any outstanding policy loan balance.

b. Proof of Total Disability

Written proof of Total Disability must be sent to The Principal within one year of the date Total Disability begins. Further proof that Total Disability has not ended must be sent when The Principal requires. After Total Disability has continued for two years from the date the first proof is received, The Principal may not ask for further proof more than once each year.

If the Member dies while Totally Disabled, final proof that Total Disability continued to the date of death must be sent to The Principal. If death occurs within one year of the start of Total Disability, but before The Principal has received first proof, then final proof must be sent within one year of the date Total Disability began.

c. Medical Examinations and Evaluations

The Principal has the right to require that a Totally Disabled Member undergo medical evaluations, functional capacity evaluations, vocational evaluations, and/or psychiatric evaluations during the course of a claim. The examinations or evaluations will be performed by a Physician or evaluator The Principal chooses as appropriate for the condition and will be conducted at the time, place and frequency The Principal reasonably requires.

The Principal will pay for these examinations and evaluations and will choose the Physician or evaluator to perform them. Failure to attend a medical examination or cooperate with the Physician may be cause for denial of the Member's benefits. Failure to attend an evaluation or to cooperate with the evaluator may also be cause for denial of the Member's benefits. If the Member fails to attend an examination or an evaluation, any charges incurred for not attending an appointment as scheduled may be his or her responsibility.

This policy has been updated effective January 1, 2016

d. Effective Dates and Premium Waiver

Coverage During Disability will be effective for a qualified Member on the earlier of:

- (1) the date six months after the date the Member becomes Totally Disabled; or
- (2) the date the Member dies.

Premium will not be charged for Member Life and Member Accidental Death and Dismemberment Insurance while the Member's Coverage During Disability is in force.

e. Benefits Payable

If death occurs while Coverage During Disability is in force, The Principal will pay the Member's beneficiary the Member Life Insurance benefit amount that would have been paid had the Member remained insured under the Schedule of Insurance in force on the date Total Disability began.

Such benefit shall be subject to any reduction provided under the Schedule of Insurance.

However, NO BENEFIT WILL BE PAID if Written proof of Total Disability is not sent to The Principal within one year of the date Total Disability began. Failure to give Written proof within the time specified will not invalidate or reduce any claim if Written proof is given as soon as reasonably possible. Further, if a death benefit is paid under this section of the Group Policy, it will be in place of all other Member Life Insurance benefits provided under this Group Policy.

f. Termination (Premium Waiver)

Coverage During Disability will cease on the earliest of:

- (1) the date the Member's Total Disability ends; or
- (2) the date the Member fails to send The Principal any required proof of Total Disability; or
- (3) the date the Member ceases to be under the regular care and attendance of a Physician; or
- (4) the date the Member fails to submit to a required medical examination or evaluation; or
- (5) the date the Member attains age 70.

g. Limitations

No benefits will be paid for any disability that:

This policy has been updated effective January 1, 2016

- (1) results from willful self-injury or self-destruction, while sane or insane; or
- (2) results from war or act of war; or
- (3) results from voluntary participation in an assault, felony, criminal activity, insurrection, or riot.

Article 7 - Accelerated Benefits

a. Accelerated Benefits Qualification

To be qualified for an Accelerated Benefit payment, a Member must:

- (1) be Terminally Ill and insured for a Member Life Insurance benefit of at least \$10,000; and
- (2) send a request for Accelerated Benefit payment to The Principal; and
- (3) provide proof satisfactory to The Principal that he or she is Terminally Ill.

b. Proof of Terminal Illness

Proof that a Member is Terminally Ill will consist of:

- (1) a statement from the Member's Physician; and
- (2) any other medical information that The Principal believes necessary to confirm the Member's status.

c. Benefit Payable

The Principal will pay a Member who is qualified for Accelerated Benefits whatever amount he or she requests; except that:

- (1) only one Accelerated Benefit payment will be made during the Member's lifetime; and
- (2) the amount requested must be at least \$5,000; and
- (3) in no event will payment exceed the lesser of:
 - 80% of the Member Life Insurance benefit in force on the date of the request; or
 - \$500,000.

The Accelerated Benefit payment will be made in a lump sum.

d. Effect on Member Life Insurance Benefits

If an Accelerated Benefit is paid, the Member Life Insurance Benefit otherwise payable upon the Member's death will be reduced by any Accelerated Benefit payment.

This policy has been updated effective January 1, 2016

e. Premium Waiver Period

A premium waiver period will be established on the date The Principal pays an Accelerated Benefit to a Member. This period will end on the earlier of the Member's death or the date two years after the date of the Accelerated Benefit.

During a premium waiver period:

- (1) there will be no Member Life and Member Accidental Death and Dismemberment Insurance premium charge for the Member; and
- (2) Member Life Insurance will not be terminated if the Member ceases Active Work because of his or her Terminal Illness.

This policy has been updated effective January 1, 2016

Section B - Member Accidental Death and Dismemberment Insurance

Article 1 - Schedule of Insurance

Subject to the Effective Date provisions of PART III, Section B, and the qualifying provisions of this Section B, the Scheduled Benefit for an insured Member will be based on his or her class:

Class	*Scheduled Benefit
MEMBERS PARTICIPATING IN THE MEDICAL PLAN	\$50,000

*The Scheduled Benefit is subject to the Proof of Good Health requirements as shown in PART III, Section B, Article 1. Because of the Proof of Good Health requirements, the amount of insurance approved by The Principal may be different than the Scheduled Benefit. If the approved amount of insurance is different than the Scheduled Benefit, the approved amount will apply.

For the age(s) shown below, the amount of a Member's insurance will be the percentage of the Scheduled Benefit (or approved amount, if applicable) as shown below.

Age	% of Scheduled Benefit (or approved amount, whichever applies)
Age 65 but less than age 70	65%
Age 70 but less than age 75	40%
Age 75 and over	20%

Article 2 - Benefit Qualification

To qualify for benefit payment, all of the following must occur:

- a. the Member must be injured while insured for Member Accidental Death and Dismemberment Insurance under this Group Policy; and
- b. the injury must be through external, violent, and accidental means; and
- c. the injury must be the direct and sole cause of a loss listed in this Section B, Article 3; and

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- d. the loss must occur within 365 days of the injury; and
- e. the limitations listed in this Section B, Article 9, must not apply; and
- f. claim requirements listed in PART IV, Section D, must be satisfied; and
- g. all medical evidence must be satisfactory to The Principal.

Article 3 - Benefits Payable

If all of the benefit qualifications are met, The Principal will pay:

- a. 100% of the Scheduled Benefit (or approved amount, if applicable) in force for loss of life; or
- b. 50% of the Scheduled Benefit (or approved amount, if applicable) in force if one hand is severed at or above the wrist; or
- c. 25% of the Scheduled Benefit (or approved amount, if applicable) in force for loss of thumb and index finger on the same hand; or
- d. 50% of the Scheduled Benefit (or approved amount, if applicable) in force if one foot is severed at or above the ankle; or
- e. 50% of the Scheduled Benefit (or approved amount, if applicable) in force if the sight of one eye is permanently lost (For this purpose, vision not correctable to better than 20/200 will be considered loss of sight.); or
- f. 100% of the Scheduled Benefit (or approved amount, if applicable) in force for more than one of the losses listed in b., d., or e. above.

Total payment for all losses under this Article 3 that result from the same accident will not exceed the Scheduled Benefit (or approved amount, if applicable). Payment for loss of life will be to the beneficiary named for Member Life Insurance. Payment will be subject to the Beneficiary, Facility of Payment and Settlement of Proceeds provisions of PART IV, Section A. Payment for any other loss will be to the Member.

Disappearance

It will be presumed that a Member has lost his or her life if:

- a. the Member's body has not been found within 365 days after the disappearance of a conveyance in which the Member was an occupant at the time of disappearance; and

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- b. the disappearance of the conveyance was due to its accidental wrecking or sinking; and
- c. this Group Policy would have covered the injury resulting from the accident.

Exposure

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

- a. such exposure is due to an accidental bodily injury; and
- b. within 365 days after the injury, the Member incurs a loss that is the result of the exposure; and
- c. this Group Policy would have covered the injury resulting from the accident.

Article 4 - Seat Belt/Airbag Benefit

If the Member loses his or her life as a result of an accidental injury sustained while driving or riding in an Automobile, an additional benefit of \$10,000 will be paid to the beneficiary named for Member Life Insurance, provided all Benefit Qualifications as described in Article 2 are met and:

- a. the Automobile is equipped with factory-installed Seat Belts; and
- b. the Seat Belt was in actual use by the Member and properly fastened at the time of the accident; and
- c. the position of the Seat Belt is certified in the official report of the accident or by the investigating officer.

This additional benefit payment will also apply if the Member was driving an Automobile equipped with a properly functioning driver-side air bag or riding as a passenger in an Automobile equipped with a properly functioning passenger-side air bag, although the Member's Seat Belt may not have been fastened at the time of the accident. The properly functioning and/or deployment of the air bag must be certified in the official report of the accident or by the investigating officer.

For the purpose of this benefit, "Automobile" means a four-wheel passenger vehicle, station wagon, pick-up truck, or van-type vehicle, but excludes recreational-type vehicles such as a "dune-buggy" or an "all-terrain" vehicle.

This policy has been updated effective January 1, 2016

The term "Seat Belt" means a factory-installed device that forms an occupant restraint and injury avoidance system.

Article 5 - Loss of Use or Paralysis Benefit

If a Member sustains an injury, and as a result of such injury, one or more of the covered losses listed below are incurred, The Principal will pay the following percentages of the Member's Scheduled Benefit (or approved amount, if applicable) in force, provided all Benefit Qualifications as described in Article 2 are met.

Covered Loss	% of Scheduled Benefit
Loss of Use or Paralysis	
Quadruplegia	100%
Paraplegia	75%
Hemiplegia	50%
Both Hands or Both Feet	50%
One Hand and One Foot	50%
One Arm or One Leg	25%
One Hand or One Foot	25%

The Principal does not pay an Accidental Death and Dismemberment benefit for any paralysis caused by a stroke.

Paralysis must be determined by a Physician to be permanent, complete, and irreversible.

Total payment for all losses that result from the same accident will not exceed the Scheduled Benefit (or approved amount, if applicable). Payment for Loss will be to the Member.

For this benefit, the term "Loss of Use" means a total and irrevocable loss of voluntary movement, which has continued for 12 consecutive months. The term "Quadruplegia" means total paralysis of all four limbs. The term "Paraplegia" means total paralysis of both lower limbs. The term "Hemiplegia" means paralysis of one arm and one leg on the same side of the body.

Article 6 - Loss of Speech and/or Hearing Benefit

This policy has been updated effective January 1, 2016

If a Member sustains an injury, and as a result of such injury, one or more of the covered losses listed below are incurred, The Principal will pay the following percentages of the Member's Scheduled Benefit (or approved amount, if applicable) in force, provided all Benefit Qualifications as described in Article 2 are met.

	Covered Loss	% of Scheduled Benefit
Loss of Speech and/or Hearing	Speech and Hearing	100%
	Speech or Hearing	50%
	Hearing in One Ear	25%

Loss must be determined by a Physician to be permanent, complete, and irreversible.

Total payment for all losses that result from the same accident will not exceed the Scheduled Benefit (or approved amount, if applicable). Payment for Loss will be to the Member.

For this benefit, the term "Loss" means a total and irrevocable Loss of speech or hearing, which has continued for 12 consecutive months.

Article 7 - Repatriation Benefit

If a benefit is paid under this Section B for loss of the Member's life and death occurred at least 100 miles away from the Member's permanent place of residence, all customary and reasonable expenses incurred for preparation of the body and its transportation to the place of burial or cremation will be paid up to a maximum benefit payment of \$2,000.

Article 8 - Educational Benefit

If a benefit is paid under this Section B for loss of the Member's life, an extra benefit of \$3,000 will be paid annually for a maximum of four years to each Qualified Student. This annual benefit will be paid consecutively, while the Qualified Student continues his or her education as a Full-Time Student at an accredited post-secondary school.

For the purpose of this benefit, "Qualified Student" means a Dependent Child who is, at the time of the Member's death, a Full-Time Student at an accredited post-secondary school. A 12th grade student will become a Qualified Student if he or she enrolls in an accredited post-secondary school within 12 months of the Member's death.

This policy has been updated effective January 1, 2016

Article 9 - Limitations

Payment will not be made for any loss to which a contributing cause is:

- a. willful self-injury or self-destruction, while sane or insane; or
- b. disease, medical or surgical treatment of disease, or complications following the surgical treatment of disease; or
- c. voluntary participation in an assault, felony, criminal activity, insurrection, or riot; or
- d. participation in flying, ballooning, parachuting, parasailing, bungee jumping or other aeronautic activities, except as a passenger on a commercial aircraft or as a passenger in a Policyholder-owned or a Participating Unit-owned or leased aircraft on company business; or
- e. duty as a member of a military organization; or
- f. war or act of war; or
- g. the use of alcohol if, at the time of the injury, the Member's alcohol concentration exceeds the legal limit allowed by the jurisdiction where the injury occurs; or
- h. the operation by the Member of a motor vehicle or motor boat if, at the time of the injury, the Member's alcohol concentration exceeds the legal limit allowed by the jurisdiction where the injury occurs; or
- i. the use of any narcotic or hallucinogen not prescribed for the Member by a licensed Physician.

This policy has been updated effective January 1, 2016

Section D - Claim Procedures

Article 1 - Notice of Claim

Written notice must be sent to The Principal by or for a Member who wishes to file claim for benefits under this Group Policy. This notice must be sent within 20 days after the date of the loss for which claim is being made. Failure to give notice within the time specified will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

Article 2 - Claim Forms

The Principal, when it receives notice of claim, will provide appropriate claim forms for filing proof of loss. If the forms are not provided within 15 days after The Principal receives notice, the person will be considered to have complied with the requirements of this Group Policy upon submitting, within the time specified below for filing proof of loss, Written proof covering the occurrence, character, and extent of the loss.

Article 3 - Proof of Loss

Written proof of loss must be sent to The Principal within 90 days after the date of the loss. Proof required includes the date, nature, and extent of the loss. The Principal may request additional information to substantiate loss or require a Signed unaltered authorization to obtain that information from the provider. Failure to comply with the request of The Principal could result in declination of the claim. For purposes of satisfying the claims processing timing requirements of the Employee Retirement Income Security Act (ERISA), receipt of claim will be considered to be met when the appropriate claim form is received by The Principal.

Article 4 - Payment, Denial, and Review

ERISA permits up to 45 days from receipt of claim for processing the claim. If a claim cannot be processed due to incomplete information, The Principal will send a Written explanation prior to the expiration of the 45 days. The claimant is then allowed up to 45 days to provide all additional information requested. The Principal is permitted two 30-day extensions for processing an incomplete claim. Written notification will be sent to the claimant regarding the extension.

State Time Limits: Unless otherwise preempted by the Employee Retirement Income Security Act (ERISA), state time limits will apply. State law requires that benefits payable under the Group Policy will be payable not more than 30 days after receipt of proof and subject to the proof of loss.

This policy has been updated effective January 1, 2016

In actual practice, benefits under this Group Policy will be payable sooner, provided The Principal receives complete and proper proof of loss. Further, if a claim is not payable or cannot be processed, The Principal will submit a detailed explanation of the basis for its denial.

A claimant may request an appeal of a claim denial by Written request to The Principal within 180 days of receipt of notice of the denial. The Principal will make a full and fair review of the claim. The Principal may require additional information to make the review. The Principal will notify the claimant in Writing of the appeal decision within 45 days after receipt of the appeal request. If the appeal cannot be processed within the 45-day period because The Principal did not receive the requested additional information, The Principal is permitted a 45-day extension for the review. Written notification will be sent to the claimant regarding the extension. After exhaustion of the formal appeal process, the claimant may request an additional appeal. However, this appeal is voluntary and does not need to be filed before asserting rights to legal action.

For purposes of this section, "claimant" means Member, Dependent, or Beneficiary.

Article 5 - Medical Examinations

The Principal may have the Member whose loss is the basis for claim, be examined by a Physician during the course of a claim. The Principal will pay for these examinations and will choose the Physician to perform them.

Article 6 - Autopsy

If payment for loss of life is claimed, The Principal may require an autopsy. The Principal will pay for any such autopsy.

Article 7 - Legal Action

Legal action to recover benefits under this Group Policy may not be started earlier than 60 days after required proof of loss has been filed and before the appeal procedures have been exhausted. Further, no legal action may be started later than three years after that proof is required to be filed.

Article 8 - Time Limits

Any time limits in this section will be adjusted as required by law.

This policy has been updated effective January 1, 2016

PART V - PARTICIPATING UNIT PROVISIONS

Section A - Eligible Participating Unit

Any entity that is an affiliate or subsidiary of the Policyholder may become a Participating Unit under this Group Policy, provided such affiliate or subsidiary is related to the Policyholder through common control or ownership.

Section B - Participating Unit

A Participating Unit is an entity listed in this PART V, Section F, on the Date of Issue of this Group Policy or so listed later by amendment to this Group Policy; or identified to this Group Policy by The Principal.

The Participating Unit must:

- a. apply for coverage under this Group Policy; and
- b. pay all premiums required for insurance on its eligible Members and maintain the contribution level as described in PART II, Section A;
- c. fulfill the employee participation requirements as described in PART II, Section A.

An entity will become a Participating Unit on:

- a. the Date of Issue of this Group Policy, if eligible on that date; or
- b. the date the entity is eligible to become a Participating Unit, if eligible after the Date of Issue of this Group Policy.

Section C - Member Insurance

Insurance eligibility dates, effective dates, and termination dates for a Participating Unit's Members will be determined as outlined in PART III of this Group Policy.

Section D - Administration

Each Participating Unit will be bound by the terms of this Group Policy. A Participating Unit may not change or terminate this Group Policy.

Section E - Termination

An entity will cease to be a Participating Unit on the earliest of:

This policy has been updated effective January 1, 2016

- a. the date it is no longer an Eligible Participating Unit; or
- b. the date it suspends business, or is dissolved, or is merged; or
- c. the date it is removed from the Group Policy by amendment.

All insurance for a Participating Unit's Members will terminate on the date the entity ceases to be a Participating Unit. The rights of all such Members will be determined as if the Group Policy had terminated on that date. The Participating Unit must advise all Members of the date of termination. The Participating Unit must refund or otherwise account for all Member contributions not used to pay premiums.

Section F - List of Participating Units

Unit Name	Effective Date
GALLIANO MARINE SERVICE, LLC	January 1, 2014
AMERICAN CUSTOM YACHTS, INC.	January 1, 2014
C-INNOVATION, LLC	January 1, 2014
CAJUN IRON WORKERS, INC.	January 1, 2014
EXPERT TRAVEL OF AMERICA, INC.	January 1, 2014
FAIRWEATHER, LLC	January 1, 2014
FAIRWEATHER SCIENCE, LLC	January 1, 2014
FMC TECHNOLOGIES OFFSHORE	January 1, 2014
GULF SHIP, LLC	January 1, 2014
INTERNATIONAL MARINE SYSTEMS, LLC	January 1, 2014
LA SHIP, LLC	January 1, 2014
MARINE TECHNOLOGIES, LLC	January 1, 2014
GOOD JOB, INC.	January 1, 2014
SEALAND MECHANICAL, LLC	January 1, 2014
TAMPA SHIP, LLC	January 1, 2014
AMERICAN RECOVERY, LLC	April 1, 2015

This policy has been updated effective January 1, 2016

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Principal Life Insurance Company
Des Moines, Iowa 50392-0002