

**BOARD OF REGENTS FOR
OKLAHOMA STATE UNIVERSITY
AND THE A&M INSTITUTIONS**

Group Disability Benefits

Certificate of Insurance

AMERICAN FIDELITY EDUCATIONAL SERVICES

If we may be of service . . .

BENEFITS:
800-662-1113

CUSTOMER SERVICE:
800-323-3748
Fax# 800-522-6343

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www.AFAdvantage.com

OSU Speed Dial 59150

CG-589R6(10/07)



2000 N. CLASSEN BOULEVARD, OKLAHOMA CITY, OKLAHOMA 73106

CERTIFICATE OF INSURANCE

American Fidelity Assurance Company (We, Us, Our) hereby certifies that it has issued and delivered to the Policyholder a group Policy, described on the Schedule of Benefits page. The group Policy covers certain eligible persons as described in the Policy.


This booklet describes the benefits and provisions of the group Policy. This booklet becomes Your Certificate of insurance only if: (1) You are eligible for the insurance; (2) You are on Active Service on the date it is to take effect; and (3) You become insured in accordance with all the provisions of the Policy.


The insurance is to be effective only if the required premium payments are made by You or on Your behalf to Us. (See Section 2, Eligibility and Effective Date provisions.)

No agent may change the Policy or waive its provisions.

This Certificate takes the place of any other Certificate previously issued to You under the group Policy. It should be kept in a safe place.

IN WITNESS WHEREOF We have caused this Certificate to be executed on the Date of Issue to take effect on the Effective Date.


President


Secretary

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information may be guilty of insurance fraud.

CG-589R6(10/07)

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SCHEDULE OF BENEFITS

GROUP DISABILITY INCOME INSURANCE

POLICYHOLDER: Oklahoma State University

POLICY NUMBER: G-589/R6

ELIGIBILITY: All full-time regular employees of the Policyholder or one of its institutions, and on Active Service. Evidence of insurability acceptable to American Fidelity Assurance Company may be required.

MONTHLY DISABILITY BENEFIT:

Plan I: 50% of Your Monthly Pay, not to exceed: 1) the amount for which premium is being paid; 2) the maximum Monthly Disability Benefit of \$6,000.00; and 3) maximum Covered Monthly Pay of \$12,000.00.

Plan II: 60% of Your Monthly Pay, not to exceed: 1) the amount for which premium is being paid; 2) the maximum Monthly Disability Benefit of \$6,000.00; and 3) maximum Covered Monthly Pay of \$10,000.00.

Plan III: 70% of Your Monthly Pay, not to exceed: 1) the amount for which premium is being paid; 2) the maximum Monthly Disability Benefit of \$7,000.00; and 3) maximum Covered Monthly Pay of \$10,000.00.

MINIMUM MONTHLY DISABILITY BENEFIT: \$100.00

ACCIDENTAL DEATH BENEFIT:

Plan I: \$ 50,000.00

The Accidental Death Benefit will be paid in accordance with the Time of Payments of Claims in the General Provisions Section if:

- (a) the You die as the direct result of an Accidental Injury; and
- (b) death occurs within 90 days after the date of the Accidental Injury.

If You die and the Accidental Death Benefit applies, such benefit will be increased 1% for each full month that Your Certificate was continuously in force just prior to death. The increase shall not be more than 60%.

Plan II: Not Available

Plan III: Not Available

MAXIMUM DISABILITY PERIOD:

Accident and Sickness: Up to the age or for the period, indicated in the following schedule:

<u>Age</u>	<u>Maximum Benefit Period</u>
Less than age 60	To age 65, but not less than 5 years
Age 60	60 months
Age 61	48 months
Age 62	42 months
Age 63	36 months
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 or older	12 months

MAXIMUM CHEMICAL DEPENDENCY BENEFIT PERIOD: Up to 2 years, not to exceed the Maximum Benefit Period. Thereafter, benefits will be paid only if You are confined to a Hospital and will end three months after confinement terminates, if Total Disability continues.

ELIMINATION PERIOD:

Accident and Sickness: 180 days of continuous Total Disability.

SECTION 1 DEFINITIONS

ACCIDENT means an injury You sustain:

- (a) that is independent of any Sickness;
- (b) that takes place while Your coverage is in force; and
- (c) which is the direct cause of a disability.

ACTIVE SERVICE means that You are:

- (a) doing in the usual manner the regular duties of Your employment on a full-time basis on a scheduled work day; and
- (b) these duties are being done at one of the places of business where You normally do such duties or at some location to which Your employment sends You.

You will be said to be on Active Service on a day which is not a scheduled work day only if You would be able to perform in the usual manner all of the regular duties of Your employment if it were a scheduled work day.

CERTIFICATE means the individual Certificate issued to You. It describes the coverage under the Policy.

EFFECTIVE DATE means:

- (a) for the Policy, the date coverage under the Policy begins;
- (b) for Certificates, the coverage begins the first of the month following the month in which You are employed in an eligible status and Your application is approved by Us. The Effective Date will start at 12:01 a.m. at the main place of business of the Policyholder or one of its institutions, provided You meet the conditions specified in Section 2.

ELIMINATION PERIOD means that period of time, which starts after Your Effective Date of coverage, during which:

- (a) You are Totally Disabled; and
- (b) no Monthly Disability Benefits are payable.

HOSPITAL means a licensed institution which:

- (a) has on its premises:
 - (1) laboratory, X-ray equipment and operating rooms where major surgical operations may be performed by licensed Physicians;
 - (2) permanent and full-time facilities for the care of overnight resident bed patients under the supervision of a licensed Physician;
 - (3) 24-hour-a-day nursing service by graduate registered nurses; and
 - (4) the patient's written history and medical records; or,
- (b) is accredited by the Joint Commission on the Accreditation of Hospitals.

The term Hospital shall not include any institution used by You as:

- (a) a place for rehabilitation;
- (b) a place for rest or for the aged;
- (c) a nursing or convalescent home;
- (d) a long term nursing unit or geriatrics ward; or
- (e) an extended care facility for the care of convalescent, rehabilitative or ambulatory patients.

SECTION 1
DEFINITIONS (Continued)

INSURED (You, Your) means a person whose coverage has been applied for and is in force under the terms of the Policy.

LEAVE means an approved Leave of Absence granted in writing by and according to the guidelines of Your employer. If You do not have a continuing assignment or approved Leave, coverage will be terminated at the end of the last approved assignment.

MONTHLY PAY means one-twelfth (1/12) of Your basic annual pay, excluding terminal annual leave, allowances, awards, appearance fees, and other miscellaneous payments.

If You worked and received pay from Your employer for:

- (a) the last summer session that immediately precedes the start of a term of continuous Total Disability, the Monthly Pay also includes one-twelfth (1/12) of Your pay for this summer session; or
- (b) the last two summer sessions that immediately precede the start of a term of continuous Total Disability, the Monthly Pay will also include one-twelfth (1/12) of the higher pay You received for these two summer sessions.

PHYSICIAN means a practitioner of the healing arts who:

- (a) is practicing within the scope of his or her license in the state where so licensed; and
- (b) is not related to You.

POLICY means the Policy issued to the Policyholder which covers the Insureds.

POLICYHOLDER means the employer who holds the Policy.

PRE-EXISTING CONDITION means a disease, Accident, Sickness, physical, or mental condition for which You:

- (a) had treatment;
- (b) incurred expense;
- (c) took medication; or
- (d) received a diagnosis or advice from a Physician,

during the 12-month period immediately before the Effective Date of Your coverage. The term Pre-Existing Condition will also include conditions which are related to such disease, Accident, Sickness, physical, or mental condition.

SCHEDULE OF BENEFITS (or Schedule) means the benefit schedule set forth in the Policy or Certificate.

SICKNESS means illness or disease that starts while Your coverage is in force and is the direct cause of the loss.

SECTION 1
DEFINITIONS (Continued)

SUCCESSIVE DISABILITIES are those disabilities which result from the same or related causes for which benefits are payable under the Policy and will be considered one period of disability unless the disabilities are separated by Your return to:

- (a) Active Service; or
- (b) any other occupation,

for at least 3 consecutive months. A disability due to a different or unrelated cause will be considered a new period of disability.

Any disability which begins after termination of coverage:

- (a) will not be considered a Successive Disability; and
- (b) will not be covered under the Policy.

TOTAL DISABILITY (or Totally Disabled) for the first 12 months of Total Disability means that You are unable to perform each and every duty of Your employment. After that, Total Disability means You are unable to perform each and every duty of any occupation for wage or profit for which You are reasonably suited by education, training, or experience.

SECTION 2 ELIGIBILITY AND EFFECTIVE DATE

ELIGIBILITY

All full-time regular employees of the Policyholder or one of its institutions and on Active Service are eligible to be insured under the Policy. Evidence of insurability acceptable by Us may be required.

For those eligible employees who enroll within 90 days of eligibility, the Effective Date will be the first of the month following the month in which the employee is employed in an eligible status.

Eligible employees who decline coverage or who fail to enroll within the 90 days of eligibility may apply later, but will be required to meet Our underwriting rules including proof of insurability.

EFFECTIVE DATE

The insurance on eligible employees will take effect on the Effective Date of the Policy if such persons:

- (a) apply in writing within the first 30 days of eligibility;
- (b) meet Our underwriting rules; and
- (c) are on Active Service, as defined in Section 1.

After the Effective Date of the Policy, the insurance of eligible employees will take effect on the first day of the month following the month in which the employee is employed in an eligible status.

Employees who want to apply for this insurance must apply for coverage that will provide benefits according to the applicable class set out in the Policyholder's application.

If an employee is not on Active Service due to an Accident or Sickness when his or her coverage would otherwise take effect, it will take effect on the first day of the calendar month after the date the employee goes back to Active Service.

Any change in the amount of benefits will take effect on the requested Effective Date or the date We approve the written application (subject to Our underwriting rules), whichever is later.

The new benefit amount will apply to new periods of disability which begin after such date, subject to all the provisions of the Policy.

SECTION 3 DISABILITY BENEFITS

Monthly Disability Benefits will be paid if You become Totally Disabled as defined in the Policy. Total Disability must:

- (a) be due to a covered Accident or Sickness; and
- (b) begin while Your coverage is in force.

Benefits will be paid for each period of Total Disability which continues beyond the Elimination Period. No such benefits will be paid beyond the Maximum Disability Benefit Period stated in the Schedule.

No Monthly Disability Benefit will be paid for any period in which You are not under the Regular Care and Attendance of a Physician. Regular Care and Attendance means attended by a Physician at least once a month or until the Physician determines You:

- (a) have reached a state where continuous medical care is unnecessary; and
- (b) are still totally Disabled, as defined in Section 1.

Monthly Disability Benefits will be paid for only one disability when:

- (a) more than one disability exists at the same time; or
- (b) a disability results from two or more causes.

Total Disability will be considered to have commenced on the date You first receive personal treatment from a Physician following continuous cessation of work.

If any monthly benefit is to be paid for less than a full month, the amount of the benefit will be reduced pro rata on the basis that one day's benefit equals one-thirtieth (1/30th) the Monthly Disability Benefit.

CHEMICAL DEPENDENCY LIMITED BENEFIT

If You are Totally Disabled due to a Chemical Dependency, Monthly Disability Benefits will be paid for the period of disability shown in the Schedule as the Maximum Chemical Dependency Period provided You are under the Regular Care and Attendance of a Physician.

WAIVER OF PREMIUM

If You become Totally Disabled due to a covered Accident or Sickness, Your insurance will be continued without payment of premium. Waiver of Premium will begin the first of the month following the satisfaction of the Elimination Period, provided premium has been paid from the beginning of Total Disability to the date Waiver of Premium begins.

Waiver of Premium will continue until:

- (a) the end of Your Total Disability;
- (b) the end of the Maximum Benefit Period;
- (c) the end of the period for which benefits would otherwise be payable;
- (d) the date the Policy terminates; or
- (e) the date Your employment with the Policyholder ends, as determined by the employer,

whichever first occurs. We will require proof on an annual basis that You remain Totally Disabled during said period.

Waiver of Premium will not be made retroactive if You fail to apply for disability benefits within 60 days of the onset of disability

SECTION 3
DISABILITY BENEFITS (Continued)

WORK INCENTIVE BENEFIT

A Work Incentive benefit will be payable based on the following:

During the first twelve (12) months of Total Disability, while working at another occupation approved by Us, the Monthly Disability Benefit will not be reduced as long as the Monthly Disability Work Earnings plus the gross Monthly Disability Benefit do not exceed 100% of the Indexed Pre-Disability Earnings.

This will be calculated as follows:

- (a) Add Monthly Disability Work Earnings while Totally Disabled, but working, to the gross Monthly Disability Benefits without any reductions.
- (b) Compare Item (a) with Indexed Pre-Disability Earnings.
- (c) If Item (a) is less than 100% of Indexed Pre-Disability Earnings, the Monthly Disability Benefit will not be reduced.
- (d) If Item (a) is greater than 100% of Indexed Pre-Disability Earnings, the amount over 100% will be subtracted from the Monthly Disability Benefit.

After twelve (12) months for Total Disability, while working at an occupation approved by Us, payments will be based upon a percentage of income lost due to Total Disability. This will be calculated as follows:

- (a) Subtract Monthly Disability Work Earnings from Indexed Pre-Disability Earnings;
- (b) Divide Item (a) by Indexed Pre-Disability Earnings; and
- (c) Multiply current Monthly Disability benefit by Item (b) to determine monthly payment.

INDEXED PRE-DISABILITY EARNINGS means pre-disability earnings adjusted by the increase in the Consumer Price Index-West (CPI-W).

MONTHLY DISABILITY WORK EARNINGS means income earned from another occupation while Totally Disabled.

WORKSITE ACCOMMODATION EXPENSE BENEFIT

A Worksite Accommodation Expense Benefit of up to the greater of \$1,000 or two months' gross benefit will be payable to any employer who makes a reasonable worksite accommodation.

Worksite Accommodation Expense means reasonable physical worksite accommodation expense as approved by American Fidelity Assurance Company to allow a disabled person to work in any occupation for any employer, except self-employment.

SUPPLEMENTAL PENSION BENEFITS

In the event You are employed by Oklahoma State University and are participating in or would otherwise meet the eligibility criteria of retirement from Your Employer's plan on the date disability begins and You receive a regular Monthly Disability Benefit payable under the Policy, We shall establish and contribute to an individual account with the Teachers Insurance and Annuity Association and College Retirement Equities Fund on Your behalf a monthly contribution equal to eleven percent (11%) of Your monthly base pay.

SECTION 3
DISABILITY BENEFITS (Continued)

Such contributions shall immediately terminate on the date:

- (a) the date You activate the annuity or withdraw any contribution;
- (b) the date You terminate as provided in Section 6;
- (c) the date You are no longer disabled;
- (d) the date You cease to be eligible for a Monthly Disability Benefit; or
- (e) the date of Your death.

Distributions of the Supplemental Pension fund cannot begin until You cease to be eligible for contributions to the fund.

SECTION 4 ADJUSTMENTS

The Monthly Disability Benefits paid to You will be reduced by the payments You and Your dependents are entitled to receive on Your behalf from:

- (a) group insurance coverage or like coverage for persons in a group;
- (b) Federal Social Security Act (this includes benefits paid to You and Your dependents on account of Your disability);
- (c) Federal Old Age Benefits or increases which begin on or after the date of Total Disability under the Federal Social Security Act on Your own behalf;
- (d) state or federal government disability or retirement plan or increases thereof which begin on or after the date of Total Disability;
- (e) pension plan to which the Policyholder or Your employer contributes or makes payroll deductions;
- (f) pay or wage continuance plans such as sick leave paid for by the Policyholder or Your employer which extend beyond 180 days;
- (g) Workers' Compensation or like law; and
- (h) unemployment compensation.

With respect to items (b) and (c) only, unless You show proof to Us that payments under these applicable programs or acts have been applied for, but will not be paid, We:

- (a) will assume You are covered under the Federal Social Security Act and are receiving such payments; and
- (b) deduct any lump sum payment You received from Your Monthly Disability Benefits payable.

We may require You to reapply (but not more frequently than annually) once a Social Security denial has been received and all appeals have been pursued. Failure to reapply for benefits when required by Us will result in Our estimation of payment under those acts.

Benefits will not be reduced due to a cost of living increase in Social Security if the increase takes place while benefits are payable under the Policy.

With respect to any and all of the above sources, if lump sum payment is received by You or Your dependents for a period previously paid by Us, any resulting overpayment by Us will be due Us on a lump sum basis. If You have the option of taking retirement benefits on a monthly basis, but choose to receive retirement benefits on a lump sum basis, We may assume You are receiving retirement benefits based upon the lowest monthly retirement plan benefit available to You prior to lump sum withdrawal.

After application or reapplication has been made for the above applicable income sources, in lieu of Our estimating other income, You may complete a Reimbursement Agreement provided by Us. The agreement shall allow Us to provide benefits without estimation of other income and require You to reimburse Us for any overpayment as the result of retroactive awards. Such reimbursement should be made in a lump sum payment at the time the award is received.

The Monthly Disability Benefits payable will be no less than the Minimum Disability Benefit amount set out in the Schedule.

SECTION 4
ADJUSTMENTS (Continued)

PRE-EXISTING CONDITION LIMITATION

If Total Disability is due to a Pre-Existing Condition and begins before You have been continuously covered under the Policy for 12 months, no Monthly Disability Benefit will be payable. This provision will not apply if You have:

- (a) gone treatment-free;
- (b) incurred no expense;
- (c) taken no medication; and
- (d) received no diagnosis or advice from a Physician

for 12 consecutive months for such condition(s).

Benefits will not be excluded for Total Disability due to a Pre-Existing Condition, which begins after You have been continuously covered under the Policy for 12 months.

Any increase in benefits will be subject to this Pre-Existing Condition Limitation. A new Pre-Existing Condition period must be satisfied with respect to any increase applied for and approved by the Company.

SECTION 5 EXCLUSIONS

The Policy does not cover any loss, fatal or non-fatal, that results from:

- (a) intentionally self-inflicted injury while sane or insane; or
- (b) **War:** War or acts of war when serving as a member of any military, air force, naval organization, or an auxiliary unit thereto. We will refund the pro rata unearned premium for any such period You or Your Dependent are not covered; or
- (c) taking part in a riot, insurrection, or rebellion; or
- (d) **Penal incarceration:** We will not pay benefits for Disability or any other loss for any period for which You are incarcerated in a penal or correctional institution for a period of 30 consecutive days or longer.

SECTION 6 TERMINATION OF INSURANCE

Your insurance coverage will end of the earliest of these dates:

- (a) the date You do not meet the eligibility requirements;
- (b) the end of the last period for which premium has been paid;
- (c) the date the Policy is discontinued.

However, if:

- (a) Your coverage ends as a result of Your termination of Active Service;
- (b) such termination is caused by an Accident or Sickness for which Monthly Disability Benefits would be payable; and
- (c) Total Disability is established prior to the termination of Active Service,

then Monthly Disability Benefits will be paid as if such termination had not occurred.

Termination of the Policy will have no affect on payment of benefits for a Total Disability which begins before the Policy is terminated.

We may end the coverage if You make a fraudulent claim and take appropriate legal action including restitution.

We or the Policyholder may end the Policy on any premium due date. Thirty-one (31) days advance written notice of such termination must be given.

APPROVED LEAVE WITH PARTIAL PAY

If You go on sabbatical Leave, Workers' Compensation, or other approved Leave with a temporary reduction in hours of work and/or Pay, coverage may be continued during such Leave. Continuation of coverage during Leave or temporary reduction in hours of work is:

- (a) limited to a maximum of 12 months; and
- (b) subject to the employer continuing Your Pay while on such Leave.

If You receive partial Pay while on approved Leave:

- (a) the amount of Your coverage will not change;
- (b) benefits payable for Total Disability which occurs while on Leave will be based on the eligible coverage prior to the Leave;
- (c) the premium due for benefits payable for Total Disability which occurs while on Leave will be deducted from Your benefit,

during the time coverage is being continued in accordance with this provision.

Benefits for a covered disability which began while on Leave are payable and will begin on the first day;

- (a) coverage becomes effective (after reapplying); or
- (b) following the applicable Elimination Period which began while You were on Leave,

whichever is later. Any amount of coverage in excess of the amount You were covered for prior to Leave will not be payable for such period of disability.

SECTION 6
TERMINATION OF INSURANCE (Continued)

APPROVED LEAVE OF ABSENCE WITH NO PAY

If You go on a Leave of Absence without Pay, coverage may be continued during such Leave of Absence. Continuation of coverage during Leave of Absence without Pay is subject to completion of the employer's Leave of Absence forms. You must have a continuing assignment with approved periods of absence in-between appointments so noted by personnel action or the budget process. If You do not have a continuing assignment, coverage will be terminated at the end of the last approved assignment.

When You receive no Pay while on Leave of Absence:

- (a) the amount of Your coverage will not change;
- (b) benefits payable for Total Disability which occurs while on Leave of Absence will be based on the eligible coverage prior to such Leave.

If Total Disability starts while on Leave of Absence:

- (a) the premium will be retroactively due at the end of the Leave of Absence; and
- (b) any remaining premium due for benefits payable for Total Disability which starts while on Leave of Absence will be deducted from Your benefit.

If Your Leave of Absence without Pay exceeds six months, You will be required to request continuation of coverage and pay the appropriate premium for the duration of the approved Leave.

Benefits for a covered disability which begin while on Leave of Absence are payable and will begin on the first day:

- (a) coverage becomes effective (after reapplying); or
- (b) following the applicable Elimination Period which began while You were on Leave of Absence,

whichever is later. Any amount of coverage in excess of the amount You were covered for prior to Leave of Absence will not be payable for such period of disability.

SECTION 7
PREMIUM CALCULATION AND PAYMENT

Premiums will be calculated on the basis stated in the Policyholder's application.

Premiums are deducted from Your paycheck during the actual month of coverage. Premiums are due on or before the premium due date stated in the Policyholder's application. Premiums may be paid to:

- (a) Our Home Office; or
- (b) Our authorized agent.

The premium may be changed based on experience at the third anniversary date of the Policy or any premium due date after that date. Prior notice of a rate increase must be given to the Policyholder by April 15 preceding the Policy anniversary date.

If a change in benefit increases Our liability, premium rates may be changed on the date the liability is increased.

PREMIUM REFUND

In the event of death of any person covered under the Policy, a premium refund may be due. Such refund will be made if death occurs prior to the end of the period for which premium has been paid. The premium refund will be figured on a daily pro rata basis and will be provided within 90 days from the date valid Proof of Death is received.

PROOF OF DEATH means an original, notarized death certificate.

SECTION 8 GENERAL PROVISIONS

ENTIRE CONTRACT-CHANGES: The entire contract shall include:

- (a) the Policy;
- (b) the application of the Policyholder;
- (c) Your application, if any, attached to the Certificate; and
- (d) all endorsements and amendments.

Statements made by the Policyholder or by You are representations and not warranties, if fraud was not intended. No such statements will be used to avoid the insurance, reduce benefits, or defend a claim under the Policy unless:

- (a) the statement is in writing; and
- (b) a copy of that statement is given to You.

The terms of the Policy can be changed only by endorsement or amendment signed by one of Our executive officers. Any amendment that reduces or eliminates coverage must be requested in writing or signed by the Policyholder. No agent may change the Policy or waive its provisions.

TIME LIMIT ON CERTAIN DEFENSES: After two years from Your Effective Date of coverage, no statements in the application, except fraudulent misstatements, can be used to:

- (a) avoid the coverage; or
- (b) deny a claim for loss incurred or disability (as defined in the Policy) that starts after such two-year period.

GRACE PERIOD: A grace period of 60 days will be allowed for the Policyholder's remittance of monthly payments. Coverage will stay in force during this time. The coverage under the Policy will terminate at the end of the grace period if the premium has not been paid. The Policyholder must still pay all unpaid premium. This includes the premium due for the grace period.

The Policyholder may, by writing to Us, cancel the coverage under the Policy:

- (a) on any future premium due date; or
- (b) on any date during the grace period.

If coverage is canceled on a premium due date, the grace period will not apply. If cancellation is during the grace period, the Policyholder will be liable for any unpaid premium including the pro rata premium for that part of the grace period coverage was in force.

NOTICE OF CLAIM: Written notice of claim must be given to Us at 2000 N. Classen Boulevard, Oklahoma City, Oklahoma, 73106, or to Our agent. Such notice should be made within thirty (30) days after any loss covered by the Policy. If it is not reasonably possible to give notice within that time, the claim may not be denied or reduced due to the delay.

CLAIM FORMS: Claim forms should be used for filing proof of loss. They will be sent to You within 15 days of receipt of notice of claim. If claim forms are not supplied within 15 days, You can give proof as follows:

- (a) in writing;
- (b) setting forth the nature and extent of the loss; and
- (c) within the time stated in the Proof of Loss Provision.

SECTION 8
GENERAL PROVISIONS (Continued)

PROOF OF LOSS: Proof of loss must be given to Us within 90 days after the loss. Late proof may be accepted if:

- (a) it was not reasonably possible to give proof in that time; and
- (b) the proof is given within twelve (12) months from the date of loss. This twelve (12) month limit will not apply in the absence of legal capacity.

TIME OF PAYMENT OF CLAIMS: All accrued benefits for loss for which the Policy provides periodic payment will be paid each month, subject to written proof of loss. Any balance not paid when liability ends will be paid immediately upon receipt of written proof. Benefits for any other covered loss will be paid as soon as We receive written proof of such loss. If the claim is not paid or denied within forty-five (45) days of receipt of proper Proof of Loss, interest on overdue claims shall bear simple interest at a rate of ten Percent (10%) per year.

PAYMENT OF BENEFITS: All benefits will be paid to You. Accrued benefits that are not paid at Your death will be paid to Your beneficiary or estate. If a benefit is to be paid to Your estate, or to You and You are not competent to give a valid release, We may pay up to \$1,000 of such benefit to one of Your relatives who is deemed by Us to be justly entitled to it. Such payment, made in good faith, fully discharges Us to the extent of the payment.

PHYSICAL EXAMINATION: We have the right to have You examined as often as is reasonably necessary while a claim is pending. We will pay for such examination.

LEGAL ACTION: No legal action may be brought to recover under the Policy:

- (a) within 60 days after written proof of loss has been furnished as required; or
- (b) more than three (3) years from the time written proof of loss is required to be furnished.

CERTIFICATES: An individual Certificate will be issued for delivery to You. The Certificate will describe:

- (a) the benefits under the Policy;
- (b) to whom benefits will be paid; and
- (c) the limitations and terms of the Policy.

If more than one Certificate is issued under the Policy to You, only the last one issued will be in effect.

MISSTATEMENT OF AGE: If Your age has been misstated, Your true age will be used to determine all amounts to be paid for loss incurred by You.

CONFORMITY WITH STATE LAWS: A provision of the Policy that conflicts with a law of the state of issue is hereby changed to meet the minimum standards of that law.

REIMBURSEMENT OF OVERPAYMENT: The benefits payable under this Policy will be adjusted by other sources of income listed in the Adjustments and/or Limitations Section. If any income from a source stated in the Adjustments and/or Limitations Section is received or granted retroactively, You will be responsible for reimbursing Us for any resulting overpayment.

We cannot request a refund of an overpayment made to You more than 24 months after such payment is made unless You have agreed in writing to reimburse such overpayment. Your reimbursement to Us must be made in full. However, We will work with You to develop a reasonable method of repayment if You are financially unable to repay such overpayment. We will not recover more money than the amount overpaid to You.