

First Unum Life Insurance Company

6th Floor, 99 Park Avenue, New York, NY 10016

GROUP ACCIDENTAL DEATH & DISMEMBERMENT POLICY

Policyholder Rochester Institute of Technology
Policy Number GSR 14759
Policyholder Address 8 Lomb Memorial Drive
Rochester, NY 14623
Division, Subsidiary or Affiliate Company(ies).....
Policy Effective Date..... 01/01/2007
Renewal Date..... 01/01/2008
Governing Jurisdiction NY

Eligible Group(s):	Class	Description of Eligible Persons
	I	All active full-time employees and extended part-time employees domiciled in United States
	II	Eligible spouse of Class I insured employees domiciled in United States when the family plan is elected
	III	Eligible children of Class I insured employees domiciled in United States when the family plan is elected

First Unum Life Insurance Company (referred to as We, Our, Us or First Unum) will provide benefits under this policy in return for the payment of premium. First Unum makes this promise subject to all of this policy's provisions.

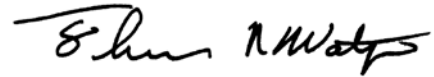
The Policyholder should read this policy carefully and contact First Unum promptly with any questions. This policy is delivered in and is governed by the laws of the governing jurisdiction.

This policy may be changed in whole or in part. Only an officer of First Unum can approve a change. The approval must be in writing and endorsed on or attached to this policy. No other person, including an agent may change this policy or waive any part of it.

Signed for the First Unum Life Insurance Company.



Secretary



President

ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE
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AD&D BENEFIT SCHEDULE

Premium Due Date

01/01/2007 and the first day of each calendar month after the Policy Effective Date.

Minimum Hours Requirement

Full-time employees in the Retirement Transition Program:

Employees must be scheduled to work at least 750 hours per year.

All other full-time employees:

Employees must be scheduled to work at least 1500 hours per year.

All extended part-time employees:

Employees must be scheduled to work at least 750 hours per year.

Waiting Period

For persons in an eligible group on or before 01/01/2007: none.

For persons entering an eligible group after 01/01/2007: the next premium due date.

Rehire - If employment ends and the Insured is rehired within 12 months, the Insured's previous work while in an eligible group will apply toward the waiting period.

Waive Waiting Period - If the Insured has been continuously employed by his or her employer for a period of time equal to the Insured's waiting period, We will waive his or her waiting period when the Insured enters an eligible group.

Credit Prior Service - First Unum will apply any prior period of work with the Insured's employer toward the waiting period to determine the Insured's eligibility date.

Insured's Amount of AD&D Benefit

Class I: Annual Earnings rounded to the next higher multiple of \$1,000 times 1 to a maximum amount of \$500,000 and a minimum amount of \$10,000 or;
Annual Earnings rounded to the next higher multiple of \$1,000 times 2 to a maximum amount of \$500,000 and a minimum amount of \$10,000 or;
Annual Earnings rounded to the next higher multiple of \$1,000 times 3 to a maximum amount of \$500,000 and a minimum amount of \$10,000 or;
Annual Earnings rounded to the next higher multiple of \$1,000 times 4 to a maximum amount of \$500,000 and a minimum amount of \$10,000 or;
Annual Earnings rounded to the next higher multiple of \$1,000 times 5 to a maximum amount of \$500,000 and a minimum amount of \$10,000

Amounts in excess of \$250,000 cannot exceed ten (10) times the employee's annual earnings.

Amount of AD&D Benefit for Insured Dependents

Class II: The benefit for the spouse is an amount equal to 50% of the Insured's AD&D Benefit if there are no eligible children. An amount equal to 40% of the Insured's AD&D Benefit if there are eligible children. All amounts are rounded to the next higher multiple of \$1,000 if not already an exact multiple.

Class III: The benefit for each eligible child of an Insured is an amount equal to 10% of the Insured's AD&D Benefit if there is spouse coverage to a maximum of \$25,000. An amount equal to 15% of the Insured's AD&D Benefit if there is no spouse coverage to a maximum of \$25,00. All amounts are rounded to the next higher multiple of \$1,000 if not already an exact multiple.

AD&D Benefit Reductions

The AD&D Benefit for the Insured and Insured dependents will reduce as shown in the following Table:

Attainment of Age:	AD&D Benefit reduced to:
70	65% of the benefit
75	50% of the benefit

The reductions take place at the end of the calendar year in which the Insured or the Insured spouse attains the stated age.

An Insured may not increase coverage after age 70.

No benefit will be payable under this policy unless the Injury occurs while the policy is in force.

DEFINED TERMS IN THIS POLICY

All defined terms are shown for the first time in bold throughout the policy.

Active Employment means the Insured is working for his or her employer for earnings that are paid regularly and that the Insured is performing the material and substantial duties of his or her regular occupation.

The Insured's work site must be:

1. the Insured's employer's usual place of business;
2. an alternative work site at the direction of the Insured's employer; or
3. a location to which the Insured's job requires him or her to travel.

Normal vacation is considered Active Employment. Temporary and seasonal workers are excluded from coverage.

AD&D Benefit means the total benefit amount for which a person is insured under this coverage, subject to the maximum benefit.

Aircraft means any vehicle or device that is used for aerial navigation in the earth's atmosphere.

Annual Earnings means the fixed annualized amount of remuneration for personal services being paid to the Insured by the Policyholder at the date of accident causing loss under this policy exclusive of commissions, bonuses, overtime earnings or other incentive or special allowances as of January 1st of that year.

Doctor means:

1. a person performing tasks that are within the limits of his or her medical license; and
2. a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
3. a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
4. a person who is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

First Unum will not recognize the Insured, or the Insured's spouse, children, parents, or siblings as a Doctor for a claim that the Insured sends to Us.

Injury means a bodily injury that is solely caused by external, violent and accidental means and is independent of any other cause.

Insured means the eligible person enrolled for this insurance.

Layoff or Leave of Absence means that the Insured is absent from Active Employment for a period of time that has been agreed to in advance in writing by the Insured's employer.

The Insured's normal vacation time or any period of disability is not considered a Layoff or Leave of Absence.

Loss means the following:

1. Loss of a hand means that all four fingers are cut off at or above the knuckles joining each to the hand.
2. Loss of a foot means that all of the foot is cut off at or above the ankle joint.
3. Loss of sight means one of the eyes is totally blind and that no sight can be restored in that eye.
4. Loss of thumb and index finger means that all of the thumb and index finger are cut off at or above the joint closest to the wrist.
5. Loss of speech means the total and irrecoverable loss of speech.
6. Loss of hearing means the total and irrecoverable loss of hearing in both ears.

With regard to paralysis (quadriplegia, paraplegia, hemiplegia), loss must be complete and irreversible as applied to the recovery of the use of such limbs.

Material and Substantial Duties means duties that:

1. normally are required for the performance of the Insured's regular occupation; and
2. cannot be reasonably omitted or modified.

Payable Claim means a claim for which First Unum is liable under the terms of the policy.

Policyholder means the organization named in this policy. It includes any division, subsidiary or affiliate company also named in this policy.

Private Passenger Car means a validly registered four-wheel private passenger car (including employer-owned cars), station wagons and sports utility cars that are used only as private passenger cars. Private Passenger Car also includes pick-up trucks and vans that are used as private passenger cars and in the duties of the Insured's work.

Regular Occupation means the occupation the Insured is routinely performing when his or her disability begins. We will look at an Insured's occupation as it is normally performed, in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

Sickness means a sickness or disease which causes a disability which starts while the insurance is in force.

Waiting Period means the continuous period of time that the Insured must be in Active Employment in an eligible group before he or she is eligible for coverage under the policy.

WHO IS ELIGIBLE FOR COVERAGE

A person is eligible for coverage if he or she is working for or is a member of the Policyholder in an eligible group, on the later of the Policy Effective Date; or the day after completing the **Waiting Period**.

An Insured is also eligible to elect Family Plan coverage for his or her dependents at the time the Insured selects his or her own coverage. Dependents include the Insured's:

1. lawful spouse, including a legally separated spouse. A spouse cannot be covered as a dependent if he or she is enrolled for this coverage as an Insured.
2. unmarried, dependent children from live birth but less than age 19. Stillborn children are not eligible for coverage. Unmarried dependent children age 19 or over but under age 25 also are eligible if they are full-time students at an accredited post-secondary institution of higher learning for full-time students beyond the 12th grade level; or if they are incapable of self support due to being physically or mentally challenged. Proof of incapacity and dependency must be given to Us within 31 days after the child reaches 25. We may require periodic proof of the uninterrupted continuance of incapacity and dependency. After the first 2 years, We will not require such proof more often than once a year. Children include the Insured's own natural offspring, lawfully adopted children and stepchildren. They also include foster children and other children who are dependent on the Insured for main support and living with him or her in a regular parent-child relationship. An Insured's unmarried children who do not live with him or her, but are being

provided benefits by the Insured as required by a divorce decree are also covered. A child will be considered as an Insured's adopted child or foster child on the date of placement in the Insured's home. No dependent children may be covered by more than one person covered under the group policy. No dependent children can be covered as both a dependent and as another person under the group policy.

WHEN COVERAGE BEGINS

An Insured's coverage will begin at 12:01 a.m. on the coverage effective date shown on his or her certificate.

If an Insured is absent from work due to **Injury, Sickness, Layoff or Leave of Absence**, the Insured's coverage will begin on the date he or she returns to **Active Employment**.

If an Insured is not working due to Injury or Sickness, and if premium is paid, the Insured may continue to be covered for the benefits under the policy for 12 months.

If the Insured is on a Layoff, and if premium is paid, the Insured will be covered through the end of the month that immediately follows the month in which the Insured's temporary Layoff begins.

If the Insured is on a Leave of Absence, and if premium is paid, the Insured will be covered through the end of the month that immediately follows the month in which the Insured's Leave of Absence begins.

If an Insured is not working due to a personal leave and if premium is paid, the Insured may continue to be covered for benefits under the policy for up to 3 months.

If an Insured is not working due to a sabbatical leave, and if premium is paid, the Insured may continue to be covered for benefits under the policy for up to 24 months.

We will continue an Insured's coverage in accordance with the employer's Human Resource policy on family and medical leaves of absence if premium payments continue and the employer approved the Insured's leave in writing.

Coverage will be continued until the end of the latest of:

1. the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments; or
2. the leave period required by applicable state law; or
3. the leave period provided to the Insured for an Injury or Sickness.

If the employer's Human Resource policy doesn't provide for continuation of the Insured's coverage under the policy during a family and medical Leave of Absence, then the Insured's coverage will be reinstated when the Insured returns to Active Employment. We will not apply a new Waiting Period.

When the Policyholder pays 100% of the cost of the Insured's dependent coverage under the group policy, dependents will be covered at 12:01 a.m. on the date they are eligible for coverage.

When the Insured and the Policyholder share the cost of dependent coverage under the group policy or when the Insured pays 100% of the cost, the dependents will be covered at 12:01 a.m. on the later of:

1. the date the dependents are eligible for coverage, if the Insured applies for insurance before that date; or
2. the date the Insured applies for dependent insurance, if applied for within 31 days after the dependent's eligibility date.

A DESCRIPTION OF THE COVERAGE

Accidental Death and Dismemberment Benefit

If We approve the claim, We will pay each Insured a benefit for a covered **Loss** which is the result of an Injury. The benefit will be paid only if:

1. the Insured's death or the Insured's dependent's death occurs within 365 days from the date of the accident; or
2. the Insured's Injury or the Insured's dependent's injury results in one or more covered Losses listed below within 365 days from the date of the accident.

The accident and the Injury must occur while the Insured is insured under the policy.

Covered Loss and Benefit Amount List

For Loss of Life..... The AD&D Benefit

For Loss of:

Both Hands or Both Feet or Sight of Both Eyes	The AD&D Benefit
One Hand and One Foot.....	The AD&D Benefit
One Hand or Foot and Sight of One Eye.....	The AD&D Benefit
Speech or Hearing	The AD&D Benefit
Quadriplegia (Total and irreversible paralysis of all four limbs).....	The AD&D Benefit
Paraplegia (Total and irreversible paralysis of both lower limbs)	Three Quarters The AD&D Benefit
One Hand or One Foot.....	One-Half the AD&D Benefit
Speech or Hearing	One-Half the AD&D Benefit
Sight of One Eye	One-Half the AD&D Benefit
Hemiplegia (Total and irreversible paralysis of	
One Arm and One Leg on the same side of the body)	One-Half the AD&D Benefit
Thumb and Index Finger of Same Hand	One-Quarter the AD&D Benefit

The most We will pay for any combination of Losses from any one accident is the **AD&D Benefit**.

Enhancements of the AD&D Benefit

Coverage for Exposure and Disappearance

We will provide coverage if an Injury is sustained by an Insured who is unavoidably exposed to the elements and as a result of the exposure suffers a Loss.

We will presume an Insured suffered Loss of life due to an accident if:

1. the Insured is riding in a common carrier that is involved in an accident covered under this policy; and
2. as a result of the accident, the common carrier is wrecked, sinks, is stranded, or disappears; and
3. the Insured's body is not found within one year of the accident.

Child Care Benefit

If the Insured chooses the Family Plan Coverage and We approve the claim, We will pay the Insured's authorized representative an additional benefit for child care if the Insured or the Insured's spouse sustains an Injury which causes the Insured's death or the Insured's spouse's death within 365 days of the date of the accident.

A dependent child is eligible to receive the Child Care Benefit if he or she is under age 13 and enrolled in a licensed day care facility, school facility or another similar program. Coverage is not extended to include children born after the date of death unless pregnancy commenced prior to the date of death.

Charges will be reimbursed for each eligible dependent child up to a maximum of the lesser of:

Birth to age 5

1. 3% of the Insured's AD&D Benefit (in effect at the time of Injury) per year; or
2. The maximum of \$3,000.

Age 6 through age 13

1. 3% of the Insured's AD&D Benefit (in effect at the time of Injury) per year; or
2. The maximum of \$3,000.

The benefit will be payable for four consecutive years.

The total maximum benefit amount payable is \$12,000.

If, at the time of death, the Insured or the insured spouse has no dependent children eligible for the Child Care Benefit, We will pay \$2,000 to the Insured's beneficiary.

Spouse Training Benefit

If We approve the claim when We receive proof that the Insured has died as the result of an Injury, We will pay the actual cost incurred by the Insured's dependent spouse for a professional or trade school training program within 30 months from the date of the accident which caused the Injury. We will pay up to a maximum benefit amount of \$2,500.

The dependent spouse is eligible to receive this benefit if he or she is:

1. enrolled in a professional or trade school training program for the purpose of obtaining an independent source of support and maintenance; and
2. is covered under the policy on the date of the Insured's accident.

Enhancement Benefit for Children

When We receive proof that an Insured's dependent child sustains a covered Loss, other than Loss of life, We will increase the Insured dependent child's AD&D Benefit for the Loss. The benefit will be increased to an amount equal to two times the AD&D Benefit shown for each Loss on the Covered Loss and Benefit Amount List in the AD&D Benefit section of the policy.

A dependent child is eligible to receive this benefit if:

1. he or she is covered under this policy on the date of the accident which causes the Loss; and
2. the covered Loss results from an Injury within 365 days from the date of the accident.

Seat Belt Benefit

If We approve the claim, We will pay the Insured or the Insured's authorized representative an additional 10% of the Insured's AD&D Benefit to a maximum benefit amount of \$10,000 if he or she and his or her dependent's sustains an Injury which causes the Insured's death or the dependent's death while the Insured or the dependent is driving or riding in a **Private Passenger Car**, provided:

For Seatbelt(s):

1. the Private Passenger Car is equipped with Seatbelt(s); and
2. the Seatbelt(s) were in actual use and properly fastened at the time of the covered accident; and
3. the position of the Seatbelt(s) are certified in the official report of the covered accident, or by the investigating officer.
A copy of the police accident report must be submitted with the claim.

*An automatic harness Seatbelt is not considered fastened unless a lap belt is also used.

If the official report reflects that the Insured was not or the dependent was not wearing the Seatbelt(s) or was not correctly wearing the Seatbelt(s), We will not pay a benefit under this provision.

We will only pay the Seatbelt benefit for the death of a minor, dependent child, if he or she is correctly strapped in the back seat of the Private Passenger Car in a manner that is appropriate for the child's age and weight. The Seatbelt device must be approved by the state or federal government for the dependent child's age and weight.

The Injury causing the Insured's death or the dependent's death must occur while the Insured or the dependent is insured under the policy.

WHAT IS EXCLUDED FROM COVERAGE

We will not pay any claim for a loss that is caused by, contributed to by, or resulting from:

1. intentionally self-inflicted injury while sane, or self-inflicted injury while sane or insane;
2. suicide (in Missouri, while sane), or any attempt at suicide;
3. war or any act of war, declared or undeclared;
4. service or full-time active duty in the armed forces of any country or international authority;
5. disease of the body, bodily or mental infirmity, or any bacterial infection other than bacterial infection due directly to an accidental cut or wound;
6. aviation other than as a fare paying passenger on a scheduled or charter flight operated by a scheduled airline;
7. active participation in a riot;
8. the Insured's or the Insured dependent's voluntary use of any controlled substance (This is defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments.) This exclusion will not apply if the controlled substance is prescribed for the Insured by a Doctor and the Insured takes the controlled substance in accordance with his or her Doctor's directions;
9. an attempt to commit or commission of a crime under state or federal law;
10. the voluntary ingestion of that percentage of alcohol in the Insured's blood or the Insured dependent's blood which raises a presumption that the Insured or the dependent was driving any vehicle used for transportation while under the influence of alcohol. The blood-alcohol level which raises this presumption is governed by the laws of the state in which the accident occurred.

HOW TO FILE A CLAIM

1. **Notice of Claim.** The Insured or the Insured's beneficiary, or someone on his or her behalf, must give Us written notice within 90 days of the Loss. The notice must name the Insured and the policy number. Failure to give notice within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice as soon as reasonably possible.
2. **Claim Forms.** We will send the claimant Proof of Loss forms within 15 days after We get the notice. If the claimant does not get the Proof of Loss forms in 15 days he or she can send Us a detailed written report of the claim and extent of the loss. We will accept this report as a Proof of Loss if sent within the time fixed below for filing Proof of Loss.
3. **Proof of Loss.** Written Proof of Loss must be sent to Us within 90 days of the Loss or as soon as reasonably possible.

PAYMENT OF CLAIM

1. **Time of Payment.** We will pay claims for most Losses as soon as We get the Proof of Loss. Unless an optional periodic payment time is named, any Loss to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance which remains when Our liability ends will then be paid when We receive the Proof of Loss.
2. **Who We Will Pay (Beneficiary Designation).** All benefits, except Loss of life, will be paid to the Insured. The Insured has the right to name a beneficiary. A beneficiary has no interest in the policy other than to receive the benefits for Loss of life. The Insured may change the beneficiary at any time unless his or her interest has been assigned. Unless there has been an assignment, consent to change by a prior beneficiary is not needed.

The naming of a beneficiary is not effective until entered on the records of the Policyholder. We are not responsible for the correctness of the records.

If the Insured does not name a beneficiary, or if all named beneficiaries die with or before the Insured, We have the option of paying death benefits to the Insured's estate or to the surviving family members of the Insured in the order listed below:

- a. spouse;
 - b. child or children, equally, if living, otherwise to their descendants per stirpes;
 - c. parents, equally or to the survivor;
 - d. sisters or brothers, equally or to the survivor or survivors;
 - e. the estate of the Insured.
3. **Physical Examination and Autopsy.** For a pending death claim, We may have an autopsy performed unless forbidden by law. For other pending claims, We have the right to have the Insured examined when and so often as we may reasonably require.

We have the right to select the examiner. We will pay for the examination, including the costs associated with the Insured or the dependent's travel to the examination, if the examination cannot be conducted locally.

We must be given the information which We need to determine if a benefit is payable and how much that benefit should be. We may require:

- a. relevant portions of the Insured's personal or business federal income tax returns; and/or
- b. income statements.

GENERAL POLICY PROVISIONS

1. **Payment of Premium and Grace Period.**
 - a. **When Due.** Premium is due on the Premium Due Date. The premiums must be paid by the Policyholder to First Unum in United States dollars.
 - b. **Grace Period.** The policy will continue in force for 31 days after the Premium Due Date if:
 - the late payment is not the first premium payment; or
 - We have not given notice to the Policyholder at least 31 days before the Premium Due Date that We will not renew the policy past the current paid-up period. Notice will be delivered or mailed to the Policyholder at the last mailing address in Our records.
2. **Termination of Policy.**
 - a. **Cancellation of the Policy.**
 - The Policyholder may cancel this policy at any time by returning it, or giving written notice to Us stating the date cancellation is to take effect.
 - By Us. We may cancel the policy by written notice delivered to, or mailed to, the Policyholder at the last mailing address in Our records. The notice will state the date and hour, not less than 31 days later, that cancellation is to take effect. Proof of mailing or delivery is sufficient proof of notice
 - Unearned Premiums. We will promptly refund any unearned premiums.
3. **Termination of The Insured's or the Dependent's Coverage.**
 - a. An Insured's coverage will end on the earliest of the next Premium Due Date after:
 - the date the policy is cancelled;
 - the date the Insured is no longer in an eligible group;
 - the date the eligible group is no longer covered;
 - the last day of the period for which the Insured made any required contributions;
 - the last day the Insured is in Active Employment unless continued due to a covered Layoff or Leave of Absence or due to an Injury or Sickness as described in this policy;
 - b. Dependents' coverage ends on the earliest of:
 - the date the policy is cancelled;
 - the date the Insured is no longer in an eligible group;
 - the date the Insured's eligible group is no longer covered;
 - the last day of the period for which the Insured made any required contributions;
 - the last day the Insured is in Active Employment unless continued due to a covered Layoff or Leave of Absence or due to an Injury or Sickness as described in this policy;
 - the date of the Insured's death.
 - c. Coverage for any one dependent will end on the earliest of:
 - the date the Insured's coverage ends;
 - the date the dependent ceases to be an eligible dependent;
 - for a spouse, the date of divorce or annulment.

If the Insured's coverage ends or a dependent's coverage ends, the termination of coverage will not affect a Payable Claim as long as it occurs while the Insured or the dependent is covered under the policy.
4. **Legal Action.** No action on this policy may be brought until 60 days after written Proof of Loss has been given to Us. Any action must be started within 3 years (5 years in Kansas; 6 years in South Carolina) of the date the written proof is required to be submitted.
5. **Policyholder Records.** The Policyholder will keep a record of the vital facts of coverage for each Insured. We may examine these records at reasonable times during the policy period and up to two years after the policy ends, or until all claims are closed, whichever is later. The Policyholder will report to Us within a reasonable time all changes in insured persons.
6. **Statements not Warranties.** Any statements made by the Policyholder or an Insured will be considered a representation and not a warranty. We will not use a statement to deny or reduce a claim or cancel an Insured's coverage from the original effective date unless it is in writing and signed by the Insured.
7. **Conformity with Statute.** Terms of this policy in conflict with the laws of the state where it is delivered are amended to conform to such laws.
8. **Certificates.** We will issue individual certificates of insurance to the Policyholder for delivery to the persons insured by this policy. The certificates will state the main terms of the policy. The Policyholder will maintain a complete record of the persons insured under the policy.
9. **Changes.** A change in the policy is not valid until approved by one of Our officers and noted on or attached to this policy by Us and accepted by the Policyholder. No agent has authority to change or waive any terms of this policy. We will give written notice to the Policyholder at least 31 days in advance of a change.
10. **Changes in an Insured's Coverage.** Once an Insured's coverage begins, any increased or additional coverage due to a change in an Insured's **Annual Earnings** or due to a change requested by the Policyholder will take effect on the first day of the month following the date of changed coverage.

The Insured must be in Active Employment or on a covered Layoff or Leave of Absence.

If the Insured is not in Active Employment due to Injury or Sickness, any increased or additional coverage due to a change in the Insured's Annual Earnings or due to a change requested by the Policyholder will begin on the date the Insured returns to Active Employment.

Any decrease in coverage will take effect immediately but will not affect a **Payable Claim** that occurs prior to the decrease.

11. **Fraud.** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value for the claim for each such violation.
12. **Assignment of Interest.** The Insured has the right to transfer the rights under the policy to someone else. A transfer of rights is binding when We receive and register at Our office a written notice that has been signed by the Insured. We will not be responsible for the legal, tax or other effects of any assignment, or for any action taken under the provisions of the policy before receiving and registering an assignment.
13. **The Contract.** This Policy, the Certificates of Coverage, the Insured's application, riders, endorsements, and any other attached papers represents the entire contract between the Insured and Us. Statements by agents or brokers are not part of this contract. Only an executive officer of this Company can approve a change in this Policy. No one else can change this Policy or waive any of its conditions.