AMENDMENT NO. 2

TO BE ATTACHED TO AND MADE PART OF GROUP POLICY NO.: 000403007970

ISSUED TO: NantMedia Holdings, LLC DBA California Times

It is agreed that the above policy be replaced with the attached Policy, which is revised and dated August 1, 2023.

The effective date of this amendment is August 1, 2023; but only with respect to losses incurred on or after that date. Nothing contained in this amendment shall change any of the terms and conditions of this Policy; except as stated above.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Officer of the Company

Accepted by the Group Policyholder this 9 day of January 2024

By Yesenia Valdez Title Sr. HR Operations Manager

The Lincoln National Life Insurance Company
A Stock Company Home Office Location: Fort Wayne, Indiana
Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066
(800) 423-2765 Online: www.LincolnFinancial.com

Group Policyholder: NantMedia Holdings, LLC dba California Times

In Consideration of the Group Policyholder's application for this Policy and payment of all premiums when due, The Lincoln National Life Insurance Company agrees to make the payments provided in this Policy to the persons entitled to them.

The first premium for this Policy is due on its effective date. Subsequent premiums are due on February 1, 2022, and on the same day of each month after that. Policy anniversaries will be each January 1st; unless shown otherwise on the Premium Rate Schedule inside.

The provisions and conditions set forth on the following pages are a part of this Policy, as fully as if recited over the signatures below.

The Lincoln National Life Insurance Company has executed this Policy at its Group Insurance Service Office in Omaha, Nebraska. The issue date of this Policy is January 1, 2022.

IMPORTANT INFORMATION REGARDING YOUR INSURANCE. If you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in its sale, or if you have additional questions; then you may contact the insurance company at the above address or phone them at 1-800-423-2765. If unable to obtain satisfaction from the company or agent, you may contact the state regulatory agency at California Department of Insurance, Consumer Communications Bureau, 300 South Spring Street, Los Angeles CA 90013, https://www.insurance.ca.gov/01-consumers/ or phone them at 1-800-927-4357. Please have your policy number available.

SECRETARY PRESIDENT

GROUP INSURANCE POLICY
No. GL 000403007970
PROVIDING
VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

TABLE OF CONTENTS

SCHEDULE OF INSURANCE

The amount of an Insured Person's insurance is determined from the following table. The initial amount of coverage is the amount which applies to an Insured Person's Class on the date his or her coverage takes effect. An Insured Person may become eligible for increases in the amount of insurance in accord with the table. Any such increase will take effect on the latest of:

(1) the first day of the Insurance Month which coincides with or follows the date on which the Insured Person becomes eligible for the increase; provided he or she is Actively at Work on that day; or

(2) the day the Insured Person resumes Active Work, if not Actively at Work on the day the increase would otherwise take effect.

Any decrease will take effect on the day of the change; whether or not the Insured Person is Actively at Work.

CLASSIFICATION

Class 1 All Full-Time Employees

WAITING PERIOD: None (For date insurance begins, refer to "Effective Date" section)

SCHEDULE OF INSURANCE (CONTINUED)

VOLUNTARY AD&D INSURANCE

	PRINCIPAL SUM FOR INSURED PERSON*
Class 1	A Person may elect coverage in $25,000 increments, subject to a maximum of $2,000,000, not to exceed ten times Basic Annual Earnings

DEPENDENT COVERAGE	PRINCIPAL SUM
Spouse	A Person may elect coverage in $10,000 increments, subject to a maximum of $1,000,000, not to exceed 100% of the Insured Person's amount
Each Child	
Up to 6 months	$1,000
6 months to 26 years	A Person may elect coverage in $5,000 increments, subject to a maximum of $300,000

Voluntary AD&D Insurance will be reduced as follows:
- At age 65, benefits will reduce by 35% of the original amount;
- At age 70, benefits will reduce by an additional 20% of the original amount
- At age 75, benefits will reduce by an additional 15% of the original amount; ; and
- At age 80, benefits will reduce by an additional 15% of the original amount.

Benefits will terminate when the Insured Person retires.

Voluntary Spouse AD&D Insurance will be reduced as follows:
- At Spouse age 65, benefits will reduce by 35% of the original amount;
- At Spouse age 70, benefits will reduce by an additional 20% of the original amount;
- At Spouse age 75, benefits will reduce by an additional 15% of the original amount;
- At Spouse age 80, benefits will reduce by an additional 10% of the original amount.

Benefits will terminate when the Insured Person retires.

If the Insured Person first enrolls for Voluntary AD&D Insurance at age 70 or older, the above age reductions will apply to the maximum amount of insurance for which he or she is eligible.

Dependents coverage will terminate when the Insured Person retires.
Basic Annual Earnings means the Insured Person's annual base salary or annualized hourly pay from the Group Policyholder before taxes on the Determination Date. The "Determination Date" is the last day worked just prior to the loss.
It also includes:
1. paid commissions averaged over the 12 months just prior to the Determination Date; or over the actual period of employment with the Group Policyholder just prior to that date, if shorter.

It does **not** include bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Group Policyholder. It will not exceed the amount shown in the Group Policyholder's financial records or the amount for which premium has been paid, whichever is less.

Note: Under the DEPENDENTS VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE, the Definition of Dependent includes an Insured Person’s domestic partner or civil union partner. A child of an Insured Person’s domestic partner or civil union partner, who is not legally adopted by the Insured Person, will be considered a stepchild of the Insured Person.

Insured Persons are required to make contributions for Voluntary AD&D Insurance.

DEFINITIONS

ACTIVE WORK or ACTIVELY AT WORK means an employee's full-time performance of all customary duties of his or her occupation at:

(1) the GROUP POLICYHOLDER'S place of business; or
(2) any other business location where the employee is required to travel.

Unless disabled on the prior workday or on the day of absence, an employee will be considered Actively at Work on the following days:

(1) a Saturday, Sunday or holiday which is not a scheduled workday;
(2) a paid vacation day, or other scheduled or unscheduled non-workday; or
(3) an excused or emergency leave of absence (except a medical leave).

COMPANY means The Lincoln National Life Insurance Company, an Indiana corporation, whose Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

DAY OR DATE means at 12:01 A.M., Standard Time, at the GROUP POLICYHOLDER'S place of business; when used with regard to eligibility dates and effective dates. It means 12:00 midnight, Standard Time, at the same place; when used with regard to termination dates.

FULL-TIME EMPLOYEE means an employee of the GROUP POLICYHOLDER:

(1) whose employment with the GROUP POLICYHOLDER is the employee's principal occupation;
(2) who is not a temporary or seasonal employee; and
(3) who is regularly scheduled to work at such occupation at least 20 hours each week.

GROUP POLICYHOLDER means the person, partnership, corporation, or trust as shown on the Title Page of this Policy.

INSURANCE MONTH means that period of time:

(1) beginning at 12:01 A.M. Standard Time, at the GROUP POLICYHOLDER'S place of business on the first day of any calendar month; and
(2) ending at 12:00 midnight on the last day of the same calendar month.

INSURED PERSON means a PERSON for whom the coverages provided by this Policy are in effect.

PERSON means a FULL-TIME EMPLOYEE of the GROUP POLICYHOLDER:

(1) who is a member of an employee class which is eligible for coverage under this Policy; and
(2) who has completed an enrollment form.

PERSONAL INSURANCE means the insurance provided by this Policy on Insured Persons.

PHYSICIAN means a licensed practitioner of the healing arts other than the Insured Person or a relative of the Insured Person.

POLICY means this Group Insurance Policy issued by the Company to the Group Policyholder.

GENERAL PROVISIONS

ENTIRE CONTRACT. The entire contract between the parties consists of:
(1) this Policy and the Group Policyholder's application (a copy is attached); and
(2) the Insured Persons' enrollment cards, if any.

All statements made by the Group Policyholder and by Insured Persons are representations and not warranties. No statement made by an Insured Person will be used to contest the coverage provided by this Policy; unless:
(1) it is contained in a written statement signed by that Insured Person; and
(2) a copy of the statement is furnished to the Insured Person or Beneficiary.

Only an Officer of the Company may change this Policy or extend the time for payment of any premium. No change will be valid unless made in writing and signed by an Officer of the Company. Any change so made will be binding on all persons referred to in this Policy.

INCONTESTABILITY. Except for the non-payment of premiums, the Company may not contest the validity of this Policy as to any Insured Person after it has been in force for two years during his or her lifetime. This clause will not affect the Company's right to contest claims made for disability, accidental death, or accidental dismemberment benefits.

NONPARTICIPATION. This Policy will not be entitled to share in the surplus earnings of the Company.

BASIS OF RESERVE. The reserve for this Policy will not be less than the reserve computed using:
(1) the 1970 Intercompany Group Life Disability Valuation Table; and
(2) interest at not less than three percent per annum.

INFORMATION TO BE FURNISHED. The Group Policyholder may be required to furnish any information needed to administer this Policy. Clerical error by the Group Policyholder will not:
(1) affect the amount of insurance which would otherwise be in effect; or
(2) continue insurance which otherwise would be terminated.

Once an error is discovered, an equitable adjustment in premium will be made. If a premium adjustment involves the return of unearned premium, the amount of the return will be limited to the twelve month period which precedes the date the Company receives proof such an adjustment should be made.

The Company may inspect any of the Group Policyholder's records which relate to this Policy.

MISSTATEMENT OF AGE. If an Insured Person's age has been misstated, premiums will be subject to an equitable adjustment. If the amount of benefit depends upon age; then the benefit will be that which would have been payable, based upon the person's correct age.

CERTIFICATES. The Group Policyholder will be furnished with individual Certificates for delivery to each Insured Person. These certificates summarize the benefits provided by this Policy. If there is a conflict between the Policy and the Certificate, the Policy will control.

CONFORMITY WITH STATE STATUTES. If any provision of this Policy conflicts with any applicable law, the provision will be deemed to conform to the minimum requirements of the law.

WORKER'S COMPENSATION. This Policy is not to be construed to provide benefits required by Worker's Compensation laws.

PROVISIONS APPLICABLE TO PARTICIPATING EMPLOYERS

A Participating Employer has no rights under this Policy except as provided in this Section. The Participating Employer will be responsible for all premiums payable with respect to any of its Employees who are Insured Persons under this Policy.

PARTICIPATING EMPLOYER means an employer who has been approved by the Company for participation in the coverage provided by this Policy. The following are Participating Employers:

California Community News, LLC
Tribune Washington Bureau, LLC
Los Angeles Times Communications, LLC
L.A. Times Studios, LLC

EFFECTIVE DATE. As it applies to any Participating Employer, the Effective Date of this Policy will be the later of:

(a) the date this Policy is issued;
(b) the first day of the Insurance Month following the Company's approval of the employer's Participation Agreement; or
(c) a date agreed upon by the Company, the Participating Employer, and the Group Policyholder.

TERMINATION: Coverage under this Policy will cease as to the employees of any Participating Employer on the date the Participating Employer:

(a) no longer meets the definition of a Participating Employer;
(b) suspends active business operations or is placed in bankruptcy or receivership;
(c) dissolves or merges;
(d) is excluded from coverage by Policy amendment; or
(e) stops paying premiums as required by this Policy.

If an employer ceases to be a Participating Employer, it may not be a Participating Employer again; until it is re-approved as such by the Company.

ELIGIBILITY AND EFFECTIVE DATES FOR PERSONAL INSURANCE

ELIGIBILITY. A Person becomes eligible for the coverage provided by this Policy on the later of:

(1) the Policy's date of issue; or
(2) the date the Waiting Period is completed.

WAITING PERIOD. (See Schedule of Insurance)

EFFECTIVE DATE: Personal Insurance becomes effective on the latest of:

(1) the first day of the Insurance Month coinciding with or next following the date the Person becomes eligible for the coverage;
(2) the first day of the Insurance Month coinciding with or next following the date the Change in Family Status is reported, if Actively at Work on that day;
(3) the date the Person resumes Active Work, if not Actively at Work on the day such Person became eligible; or
(4) the date the Person signs a payroll deduction order and makes written application for Personal Insurance, if any part of the premium for this Policy is paid by Insured Persons.

EXCEPTION. If an Insured Person's coverage terminates due to an approved leave of absence or military leave, the Company will waive any Waiting Period or evidence of insurability requirement upon his or her return; provided:

(1) the reinstated amount does not exceed the amount of insurance which terminated; and
(2) the Person applies or is reenrolled within 31 days after resuming Active Work.

INDIVIDUAL TERMINATIONS

An Insured Person's coverage will terminate on the earliest of:

(1) the date this Policy is terminated;
(2) the last day of the Insurance Month in which such Insured Person requests termination;
(3) the last day of the last Insurance Month for which premium payment is made on behalf of such Insured Person;
(4) the date such Insured Person ceases to be in a class of employees which is eligible for coverage under this Policy;
(5) with respect to any particular insurance benefit, the date that portion of the Policy providing such benefit terminates;
(6) the date on which such Insured Person's employment with the Group Policyholder or Participating Employer terminates; or
(7) the date such Insured Person enters the armed services of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium.)

Ceasing Active Work results in termination of coverage; except as follows:

(1) If the Insured Person is disabled due to illness or injury, then coverage may be continued during the disability; provided premium payments are made on his or her behalf.
(2) If the cessation of work is due to a temporary lay off, an approved leave of absence, or a military leave; then coverage may be continued three Insurance Months after the lay off or leave began (provided premium payments are made on his or her behalf).

CONTINUATION OF INSURANCE DURING A LABOR DISPUTE

An Insured Person may continue his or her insurance (except for any Weekly Disability Income Insurance) for as long as six months when:

(1) the Employer's premium contributions are required by a collective bargaining agreement; and
(2) the Insured Person's eligibility ends because his or her employment ceases due to a labor dispute.

Continued insurance will end on the earliest of:

(1) the date insurance has been continued for six months;
(2) the date the Insured Person begins full-time employment with another employer;
(3) the date fewer than 75% of the Insured Persons eligible for this continuation are continuing their insurance;
(4) the end of the period for which the last premium has been paid;
(5) the date the Conversion Privilege is exercised; or
(6) the date insurance would otherwise terminate, had the Insured Person remained an active Full-Time Employee.

Any Weekly Disability Income Insurance will terminate on the day the Insured Person's active employment ceases, however.

MONTHLY PREMIUM. The Insured Person must continue to pay the Group Policyholder the required monthly premium (including the part normally paid by the Employer). The monthly premium will be at the same rate the Company would have charged for the coverage, if the Insured Person had remained an active Full-Time Employee. The Company retains the right to adjust the rates during the continuation period.

ELECTION. To continue insurance, the Insured Person must send the Group Policyholder:

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

This must be done within 31 days after his or her employment ceases due to a labor dispute. An Insured Person may exercise the Conversion Privilege at any time during the period of continued coverage.

PREMIUMS AND PREMIUM RATES

PAYMENT OF PREMIUMS. No coverage provided by this Policy will be in effect until the first premium for such coverage is paid. For coverage to remain in effect, each subsequent premium must be paid on or before its due date. The Group Policyholder is responsible for paying all premiums as they become due. Premiums are payable on or before their due dates at the Company's Group Insurance Service Office. The premium must be paid in U.S. dollars.

PREMIUM RATE CHANGE. The Company may change any premium rate on any of the following dates:

(1) the date this Policy's terms are changed;
(2) the date the Company's liability is changed due to a change in federal, state or local law;
(3) the date the Group Policyholder (or any covered division, subsidiary or affiliated company) relocates, dissolves or merges, or is added to or removed from this Policy;
(4) the date any coverage for one or more classes ceases to be provided under this Policy;
(5) the date the number of Insured Persons changes by 25% or more from the enrollment on the date this Policy took effect, or the most recent Rate Guarantee Date expired, if later; or
(6) on any premium due date on or after this Policy's first anniversary, or any later rate guarantee date agreed upon by the Company.

Unless the Company and the Group Policyholder agree otherwise, the Company will give at least 31 days' advance written notice of any increase in premium rates.

PREMIUM AMOUNT. The amount of premium due on each due date will be the sum of the products obtained by multiplying each rate shown in the Premium Rate Schedule by the amount of insurance to which the rate applies.

Premium adjustments will not be pro-rated daily. Instead, premium will be adjusted as follows.

(1) When an Insured Person's insurance or increase takes effect, premium will be charged from the monthly due date coinciding with or next following that change.
(2) When all or part of an Insured Person's insurance terminates, the applicable premium will cease on the monthly due date coinciding with or next following that termination.
(3) When premiums are paid other than monthly, increases or decreases will result in adjustment from the premium due date coinciding with or next following that change.

The above manner of charging premium is for accounting purposes only. It will not extend coverage beyond a date it would have otherwise terminated. Each premium payment will include any adjustments in past premiums, which are needed due to changes that have not yet been taken into account. If a premium adjustment involves a return of unearned premium, the refund will be limited to the prior 12-month period.

PREMIUM RATE SCHEDULE

Monthly Voluntary AD&D Rate

Employee Only Coverage	$0.21 per $1,000 of insurance
Spouse Coverage	$.028 per $1,000 of insurance
Child Coverage	$.028 per $1,000 of insurance

The above rates are guaranteed until January 1, 2025; unless any of the Policy's terms are changed:

(1) as agreed upon by the Group Policyholder and the Company; or
(2) as a result of a change in state or federal law which affects this Policy.

After that, any premium increase will be as shown in the renewal letter.

GRACE PERIOD

A grace period of 60 days from the due date will be allowed for the payment of each premium after the first. This Policy will remain in effect during the grace period; unless the Group Policyholder gives the Company advance written notice of termination. The Group Policyholder will remain liable for payment of a pro rata premium for the time this Policy remained in force during the grace period.

POLICY TERMINATION

TERMINATION BY THE COMPANY. To terminate this Policy, the Company must give the Group Policyholder at least 31_days' advance written notice of its intent to do so. The Company may terminate this Policy coverage on the due date of any premium; if:

(1) the total number of Insured Persons is less than 10;
(2) all of the premium is paid by the Group Policyholder and less than 100% of those eligible for coverage are insured;
(3) part of the premium is paid by Insured Persons and less than 75% of those eligible for coverage are insured (this part 3 will not apply to any voluntary, optional or supplemental insurance provided under this Policy);
(4) the Group Policyholder, without good cause, fails to:
    (a) promptly furnish any information the Company reasonably requires; or
    (b) perform its duties pertaining to this Policy in good faith;
(5) the Company terminates all other policies where permitted by their terms, which provide Voluntary Accidental Death & Dismemberment insurance in the same state in which this Policy was issued; or
(6) state law otherwise requires this Policy to be terminated.

TERMINATION BY GROUP POLICYHOLDER. The Group Policyholder may terminate this Policy at any time, by giving the Company advance written notice. Coverage will then terminate:

(1) on the date the Company receives the notice; or
(2) any later date the Group Policyholder and the Company have agreed upon.

The Group Policyholder remains responsible for the payment of premiums to the date of termination.

AUTOMATIC TERMINATION. If any premium remains unpaid at the end of the Grace Period; then this Policy will automatically terminate, without any action on the Company's part, on the last day of the Grace Period. The Group Policyholder remains responsible for the payment of premiums to the date of termination.

EFFECT ON INCURRED CLAIMS. Termination of this Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.

BENEFICIARY

PAYMENTS TO BENEFICIARY. At the death of an Insured Person, any amount payable as a result of his or her death will be paid to the named Beneficiary who survives the Insured Person. If the Insured Person has not named a Beneficiary, or if no named Beneficiary survives the Insured Person; then payment will be made to the Insured Person's:

(1) surviving spouse; or, if none
(2) surviving child or children in equal shares; or, if none
(3) surviving parent or parents in equal shares; or, if none
(4) surviving sibling or siblings in equal shares; or, if none
(5) estate.

In determining who is to receive payment, the Company may rely upon an affidavit by a member of the class to receive payment. Unless the Company receives written notice at its Group Insurance Service Office of a valid claim by some other person before paying the proceeds, the Company will make payment based upon the affidavit it has. Such payment will release the Company from any further obligation for the death benefit.

If the person who would otherwise receive payment dies:

(1) within 15 days of the Insured Person's death; and
(2) before the Company receives satisfactory proof of the Insured Person's death;

payment will be made as if the Insured Person had survived that person; unless other provisions have been made.

NAMING THE BENEFICIARY. An Insured Person's Beneficiary will be as shown on his or her enrollment card, unless changed. If this Policy replaces a group policy providing similar coverages; then an Insured Person's beneficiary named under the prior policy will be the Beneficiary under this Policy, until changed.

CHANGING THE BENEFICIARY. Only the Insured Person or his or her assignee may change the Beneficiary. A new Beneficiary may be named by filing a written notice of the change with the Company at its Group Insurance Service Office. The change will be effective as of the date it was signed; subject to any action taken by the Company before it received notice of the change.

FACILITY OF PAYMENT

If any benefit under this Policy becomes payable to an Insured Person's estate, a minor, or any person who (in the Company's opinion) is not competent to give a valid release; then the Company, at its option, may make payment to any one or more of the following:

(1) a person who has assumed the care and support of the Insured Person or Beneficiary;
(2) a person who has incurred expense as a result of the Insured Person's last illness or death;
(3) the personal representative of the Insured Person's estate; or
(4) any person related by blood or marriage to the Insured Person.

No payment made to anyone named above may exceed $1,000. Any payment made in good faith under this Section will fully discharge the Company to the extent of the payment.

SETTLEMENT OPTIONS

INSTALLMENTS. All or part of any death or dismemberment benefit may be received in installments by making written election to the Company.

ELECTION. While living, an Insured Person may direct the Company to pay any death or dismemberment benefit in installments. If no such direction is in effect at the time of the Insured Person's death, the person who is to receive payment may make such an election.

CONDITIONS. Any such election must comply with the Company's practices at the time it is made. The amount applied under a settlement option must be at least $2,000. It must be sufficient to provide a payment of at least $20 per month.

DEPENDENTS VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

NOTE: Dependents Voluntary Accidental Death and Dismemberment Insurance is in effect only if the Insured Person has enrolled for the Family Plan and the correct premium has been paid.

DEFINITION. As used in this section, "Dependent" means a person who meets the definition of a dependent of the Insured Person under the U.S. Internal Revenue Code; and who is an Insured Person's:

(1) spouse who is under age 70 and is not legally separated from the Insured Person;
(2) unmarried child at least 15 days but less than 26 years of age;
(3) unmarried child less than 26 years of age, if attending an accredited educational institution for the minimum credit hours required to maintain full-time student status there; or
(4) unmarried child who is totally and permanently disabled and who became so disabled prior to reaching 26 years of age.

A legally adopted child is considered the Insured Person's child from the date of placement in the Insured Person's home for an agency adoption; or from the date the adoption petition is filed, if later, for a private adoption.

In addition to naturally born and legally adopted children, the word "child" includes an Insured Person's stepchild or foster child; provided the child resides in the Insured Person's household, and is dependent on the Insured Person for principal support.

The term "Dependent" does not include a person covered as an Insured Person. A person may be covered as either an Insured Person or a Dependent (but not both at the same time). If a husband and wife are both Insured Persons, their children may be covered as Dependents of either the husband or wife (but not both at the same time).

The term "Dependent" does not include anyone serving on active duty in the armed forces of any state or country; except for duty of 30 days or less for training in the Reserves or National Guard.

ELIGIBILITY. An Insured Person becomes eligible for the Family Plan on the latest of:

(1) the date the Insured Person becomes eligible for Personal Voluntary Accidental Death and Dismemberment Insurance;
(2) the effective date of this section; or
(3) the date the Insured Person first acquires a Dependent.

If an Insured Person acquires a new Dependent while insured under the Family Plan, insurance will become effective as follows.

(1) Insurance for a spouse, stepchild or foster child will take effect on the later of:
    (a) the date the Insured Person is married or takes custody of the child; or
    (b) the 10th day following final discharge from the hospital, if that Dependent is confined in a hospital on the date insurance would otherwise take effect.
(2) Insurance for a newborn natural child will take effect at birth and will continue for 31 days. Insurance will continue beyond 31 days only if any additional required premium is paid by the 31st day following birth.

INDIVIDUAL TERMINATION OF INSURANCE. The Family Plan will cease for all of the Insured Person's Dependents on the earliest of:

(1) the date the Insured Person's Personal Voluntary Accidental Death and Dismemberment Insurance terminates;
(2) the date the Family Plan is discontinued under this Policy;
(3) the date the Insured Person ceases to be in a class eligible for the Family Plan;
(4) the date the Insured Person requests that the Family Plan be terminated; or
(5) the last day of the premium paying period for which the Insured Person has made any required contribution toward the cost of the Family Plan.

Insurance for a particular Dependent will cease on the earliest of:

(1) the date the Dependent ceases to be an eligible Dependent (as defined in this Policy);
(2) the 31st day after the birth of a newborn child or acquisition of an adopted child; unless any additional premium is paid within that 31-day period; or
(3) the day the Dependent enters the armed services of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium.)

Termination of one Dependent's insurance due to a status change will not affect the insurance for any other family members who remain eligible Dependents.

CONTINUATION OF INSURANCE FOR A HANDICAPPED CHILD. Voluntary Accidental Death and Dismemberment Insurance may be continued for an unmarried child who is:

(1) incapable of self-sustaining employment because of mental retardation or physical handicap;
(2) chiefly dependent on the Insured Person for support; and
(3) insured under this Policy on the date coverage would otherwise end due to the child's age.

Insurance may be continued so long as the child remains disabled and dependent on the Insured Person for support. Proof of the child's disability must be sent to the Company:

(1) within 60 days of the date coverage would otherwise end due to the child's age; and
(2) as the Company may require after that.

The Insured Person must continue to be covered for Personal Voluntary Accidental Death and Dismemberment Insurance under this Policy. He or she must also continue to pay the required premium. The premium rate for the handicapped child will be that for an Insured Person of like age and sex (not the Dependent rate).

VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

DEATH OR DISMEMBERMENT BENEFIT. The Company will pay the benefit listed below, if:

(1) an Insured Person or a Dependent sustains a covered accidental bodily injury while insured under this provision; and

(2) that injury directly causes one of the following losses within 365 days after the date of the accident.

The loss must result directly from the injury and from no other causes.

LOSS	BENEFIT
Loss of Life	Principal Sum
Loss of One Member (Hand, Foot or Eye)	1/2 Principal Sum
Loss of Two or More Members	Principal Sum
Loss of Thumb and Index Finger	1/4 Principal Sum
Loss of Both Speech and Hearing in Both Ears	Principal Sum
Loss of Either Speech or Hearing in Both Ears	1/2 Principal Sum
Loss of Hearing in One Ear	1/4 Principal Sum
Quadriplegia (Paralysis of Both Arms and Both Legs)	Principal Sum
Paraplegia (Paralysis of Both Legs)	1/2 Principal Sum
Hemiplegia (Paralysis of Arm and Leg of Same Side)	1/2 Principal Sum

The Principal Sum for the Insured Person's class is shown in the Schedule of Insurance. Under a Family Plan, the Principal Sum which applies to each Dependent is also shown. The Principal Sum for a Dependent is based upon family make-up at the time of the loss.

MAXIMUM PER PERSON. If an Insured Person or Dependent sustains more than one loss resulting from the same accident, the benefit:

(1) will be the one largest amount listed; and

(2) will not exceed the Principal Sum for all of that person's losses combined.

TO WHOM PAYABLE. Benefits for the Insured Person's loss of life will be paid in accord with the Beneficiary section. Under a Family Plan, benefits for a Dependent's loss of life will be payable to the Insured Person. Any other benefits will be paid to the Insured Person.

DEFINITIONS. "Beneficiary" means the person(s) named on the Insured Person's enrollment form. The Insured Person may change the Beneficiary by filing a written notice of the change with the Company at its Group Insurance Service Office.

"Loss of a Member" includes the following:

(1) "Loss of Hand or Foot," which means complete severance through or above the wrist or ankle joint. (In South Carolina, "Loss of Hand" can also mean the loss of four whole fingers from one hand.)

(2) "Loss of an Eye," which means total and irrevocable loss of sight in that eye.

"Loss of Thumb and Index Finger" means severance of the thumb and index finger of the same hand, through or above the joint closest to the wrist. (In California, it can also mean loss by complete severance of at least one whole phalanx of each.)

"Loss of Speech" means total and irrevocable loss of audible communication.

"Loss of Hearing" means permanent and total deafness in that ear. The deafness cannot be corrected to any functional degree by any aid or device.

"Paralysis" means complete and irreversible loss or use of an arm or leg (without severance).

EXCLUSIONS. Benefits will not be payable for any loss excluded under the Voluntary Accidental Death and Dismemberment Insurance Exclusions section.

FELONIOUS ASSAULT BENEFIT. The Company will pay an additional 25% of the Insured Person's Principal Sum, if:

(1) an Insured Person suffers a loss for which an Accidental Death and Dismemberment benefit is payable;
(2) the injury or death takes place while the Insured Person is on the business of, or on any premises of, the Group Policyholder or Employer; and
(3) the injury or death is the direct result of:
    (a) a robbery, holdup, or attempted robbery or holdup;
    (b) a kidnapping during a holdup; or
    (c) a felonious assault.

DEFINITION. "Felonious Assault" means one inflicted by persons other than fellow employees or members of the Insured Person's family or household.

EXCLUSIONS. Benefits will not be payable for any loss excluded under the Voluntary Accidental Death and Dismemberment Insurance Exclusions which follow.

EDUCATION BENEFIT. The Company will pay an Education Benefit to each of the Insured Person's eligible Dependent Children, if the Insured Person:

(1) is injured in a covered accident while insured under the Family Plan;
(2) dies as a direct result of such injuries within 365 days after the accident; and
(3) is survived by one or more Dependent Children who are eligible for the benefit.

To be eligible for the Education Benefit, a Dependent Child must:

(1) be insured by this provision on the date of the accident; and
(2) be enrolled as a Full-Time Student on the date of the accident or within 365 days after that date.

This benefit will be paid in addition to all other benefits payable under this Policy. The benefit will equal 2% of the Insured Person's Principal Sum, subject to a maximum of $2,000. The benefit will be paid for up to 4 consecutive years. The first payment will be made:

(1) on the date the benefit for accidental loss of life is paid; or
(2) when the Company receives proof that an eligible Dependent Child meets the above requirements, if later.

The second, third and fourth payments will be made when the Company receives proof that the eligible Dependent Child continues to be a Full-Time Student during each additional year.

SPOUSE TRAINING BENEFIT. The Company will pay a Spouse Training Benefit to the Insured Person's surviving Spouse, if the Insured Person:

(1) is injured in a covered accident while insured under the Family Plan;
(2) dies as a direct result of such injuries within 365 days after the accident; and
(3) is survived by a Spouse who is eligible for the benefit.

To be eligible for the Spouse Training Benefit, the Insured Person's Spouse must:

(1) be insured by this provision on the date of the accident; and
(2) be enrolled as a Full-Time Student on the date of the accident or within 365 days after that date.

This benefit will be paid in addition to all other benefits payable under this Policy. The benefit will equal 5% of Insured Person's Principal Sum; subject to a maximum of $5,000. The benefit will be paid for one year. Payment will be made:

(1) on the date the benefit for accidental loss of life is paid; or
(2) when the Company receives proof that the Spouse meets the above requirements, if later.

ALTERNATE BENEFIT. If Family Plan coverage is in force at the time of the accident, but there is no surviving Dependent who is or could become eligible for the Education Benefit or the Spouse Training Benefit; then the Company will pay an additional benefit of $1,000 to the Insured Person's named Beneficiary or estate. Payment will be in addition to all other Policy benefits.

DEFINITION. "Full-Time Student" means the Dependent:

(1) is attending a licensed or accredited college, university or vocational school (beyond the 12th grade);
(2) is considered a full-time student based upon that school's standards; and
(3) incurs expense for tuition, fees, books, room and board, transportation and any other costs paid to or certified by that school.

EXCLUSIONS. Benefits will not be payable for any loss excluded under the Voluntary Accidental Death and Dismemberment Insurance Exclusions section.

COMMON DISASTER BENEFIT. The Company will pay a Common Disaster Benefit if both the Insured Person and covered Spouse:

(1) are injured in a Common Accident while insured under the Family Plan; and
(2) lose their lives as a direct result of such injuries within 365 days after the Common Accident.

The Common Disaster Benefit increases the Spouse's benefit for accidental loss of life to equal the Insured Person's Principal Sum; subject to a maximum of $500,000 for the Spouse's and Insured Person's loss of life combined.

The Spouse's benefit for accidental loss of life will be paid in lieu of any other benefits for his or her loss of member(s), speech, hearing or paralysis as a result of the same accident.

DEFINITION. "Common Accident" means:

(1) the same covered accident; or
(2) separate covered accidents that occur within the same 24-hour period.

EXCLUSIONS. Benefits will not be payable for any loss excluded under the Voluntary Accidental Death and Dismemberment Insurance Exclusions section.

CHILD CARE BENEFIT. The Company will pay a Child Care Benefit to each of the Insured Person's eligible Dependent Children, if the Insured Person:

(1) is injured in a covered accident while insured under the Family Plan;
(2) dies as a direct result of such injuries within 365 days after the accident; and
(3) is survived by one or more Dependent Children who are eligible for the benefit.

To be eligible for the Child Care Benefit, a Dependent Child must:

(1) be insured by this provision and under age 13 on the date of the accident; and
(2) attend a licensed child care center on a full-time basis on the date of the accident or within 365 days after that date.

The Child Care Benefit is paid in addition to all other Policy benefits. The benefit will equal 2% of the Insured Person's Principal Sum; subject to a maximum of $2,000 for each eligible Dependent Child each year. The benefit will be paid:

(1) for up to 4 consecutive years; or
(2) until the Dependent Child's 13th birthday (whichever occurs first).

The first payment will be made:

(1) on the date the benefit for accidental loss of life is paid; or
(2) when the Company receives proof that an eligible Dependent Child meets the above requirements, if later.

The second, third and fourth payments will be made when the Company receives proof that the eligible Dependent Child continues to attend a licensed child care center on a full-time basis during each additional year.

DEFINITION. "Child Care Center" means any facility (other than a family day care home) which:

(1) is licensed as such by the state; and
(2) provides non-medical care and supervision for children in a group setting; and
(3) cares for children at least 6 but less than 24 hours per day.

EXCLUSIONS. Benefits will not be paid:

(1) when the Dependent Child's care is provided by (or at a facility operated by) the child's grandparent, parent, aunt, uncle or sibling; or
(2) for any loss excluded under the Voluntary Accidental Death and Dismemberment Insurance Exclusions section.

MONTHLY COMA BENEFIT. The Company will pay a Monthly Coma Benefit, while the Insured Person or a covered Dependent remains in a continuous coma; provided:

(1) the coma is caused by an Injury sustained while insured under this Policy;
(2) the coma begins within 365 days after the date of the accident; and
(3) the person remains in the coma for at least 31 days in a row.

The coma must result directly from the Injury and from no other causes.

This Monthly Coma Benefit:

(1) will be payable for each month the person is in a continuous coma; but
(2) in no event will more than 36 months of benefits be paid.

No Monthly Coma Benefit will be paid after the coma ends; whether by death, recovery, or any other change of condition. If, when the coma ends, benefits are due for a period of less than a month; then payment will be prorated. The daily rate will equal 1/30 of the Monthly Coma Benefit.

AMOUNT. The Monthly Coma Benefit will equal 1% of the difference between:

(1) the Principal Sum that would be payable for the Insured Person's or Dependent's accidental death; and
(2) the amount of any benefits paid or payable under this Policy for that person's other Scheduled Losses as a result of the same accident.

In no event will the total benefits payable for all of a person's Scheduled Losses resulting from the same accident exceed the Principal Sum, which would be payable for that person's accidental death.

SUBSEQUENT LOSS. If, the Insured Person or Dependent later suffers another scheduled loss covered by this Policy, due to the same accident that caused the coma; then the benefit paid for the later loss will equal:

(1) the benefit stated in the Schedule of Insurance; reduced by
(2) the total amount of benefits paid, including the Monthly Coma Benefits paid, for the same person's Scheduled Losses as a result of that accident.

If the person continues to qualify for a Monthly Coma Benefit after the other loss; then the amount of the Monthly Coma Benefit will be redetermined, as shown above.

PROOF. The Insured Person or Beneficiary is responsible for providing the Company proof of the continuing coma. The Company retains the right to investigate, to determine whether the coma exists and continues.

TO WHOM PAYABLE. The Monthly Coma Benefit for the Insured Person will be paid in accord with the Beneficiary section. If the Insured Person is insured under the Family Plan, the Monthly Coma Benefit for a covered Dependent will be paid to the Insured Person.

"Coma" means being in a state of complete mental unresponsiveness, with no evidence of appropriate responses to stimulation.

"**Scheduled Loss**" means any of the following losses, if covered under this Policy: loss of life, member(s), speech or hearing, paralysis, permanent total disability, coma or common disaster. It does not include any additional seat belt, felonious assault, child care, education, spouse training, spouse critical period, monthly survivors or monthly in-hospital benefits which may be included under this Policy.

EXCLUSIONS. Benefits will not be paid:

(1) when the person remains in a coma for less than 31 days in a row; or
(2) for any loss excluded under the Voluntary Accidental Death and Dismemberment Exclusions section.

EXCLUSIONS. No benefit will be paid for loss resulting from:

(1) intentionally self-inflicted injury or attempted injury, while sane or insane;
(2) war or any act of war (whether declared or undeclared);
(3) any accident occurring while the Insured Person or covered Dependent is serving on full-time active duty in the armed forces of any state or country (except for duty of 30 days or less for training in the Reserves or National Guard);
(4) travel or flight in (or boarding or leaving) any aircraft or device which can fly above the earth's surface, if:
    (a) the aircraft or device is being used for tests, experimental purposes, or travel beyond the earth's atmosphere (or is designed for such travel);
    (b) the aircraft or device is being used by or for any military authority (except for aircraft flown by the U.S. Military Aircraft Command or similar service of any country);
    (c) the aircraft or device is other than a chartered aircraft; and it is being used by or for the Group Policyholder, Employer or its subsidiary or affiliate (whether it is owned, leased, operated or controlled as defined below);
    (d) the Insured Person or covered Dependent is serving as a pilot, crew member or student taking a flying lesson (and is not riding as a passenger); or
    (e) the Insured Person or covered Dependent is hang-gliding or parachuting (except where he or she must make a parachute jump for self-preservation);
(5) the Insured Person's or covered Dependent's commission of a felony;
(6) sickness, disease or bodily infirmity; except for:
    (a) a bacterial infection resulting from an accidental cut or wound; or
    (b) the accidental ingestion of a poisonous food substance; or
(7) the Insured Person's or covered Dependent's driving a motor vehicle while intoxicated, impaired or under the influence of drugs (except for drugs taken as prescribed by a licensed physician).

DEFINITIONS. As used in this section, "Owned Aircraft" means one the Group Policyholder or Employer holds legal or equitable title to; and can use, alter or sell as desired.

"Leased Aircraft" means one the Group Policyholder or Employer does not own, but can use as desired for the term of a written lease. The time will be longer than a few days or one or two trips. The aircraft cannot be altered or sold without the owner's consent.

"Operated or Controlled Aircraft" means one the Group Policyholder or Employer does not own; but has leased, rented or borrowed and can use as desired for more than 10 straight days. It cannot be altered or sold without the owner's consent.

"Chartered Aircraft" means one the Group Policyholder or Employer does not own; but has hired for one purpose, one trip or general use. The time may not exceed 10 straight days or 15 days in any one year. One or more aircraft hired on a regular or frequent basis are not chartered.

"Intoxicated", "Impaired", or "Under the Influence of Drugs" shall be as defined by the jurisdiction where the accident occurs. The exclusion will apply whether or not the driver is convicted.

DISAPPEARANCE BENEFIT

BENEFIT. The Company will pay a Disappearance Benefit if, while insured for Accidental Death and Dismemberment Insurance under this Policy, the Insured Person's or a covered Dependent's body has not been found within one year of a forced landing, stranding, sinking or wrecking of a conveyance in which an Insured Person or a covered Dependent was an occupant. It shall be deemed, subject to all other terms and provisions of this Policy, that such Insured Person or a covered Dependent has suffered a loss of life.

The Benefit amount payable will be as defined in the Death or Dismemberment Benefit section of this Policy.

TO WHOM PAYABLE. Benefits for the Insured Person's loss of life will be paid in accord with the Beneficiary section. Under a Family Plan, benefits for a Dependent's loss of life will be payable to the Insured Person.

EXCLUSIONS. Benefits will not be payable for any loss excluded under the Accidental Death and Dismemberment Insurance Exclusions or Limitations section of this Policy.

EXPOSURE BENEFIT

BENEFIT. The Company will pay an Exposure Benefit, if, while insured for Accidental Death and Dismemberment Insurance under this Policy, the Insured Person or a covered Dependent:

(1) is unavoidably exposed to the elements; and
(2) as a result of such exposure suffers a loss for which benefits are otherwise payable.

The Benefit amount payable will be as defined in the Death or Dismemberment Benefit section of this Policy.

TO WHOM PAYABLE. Benefits for the Insured Person's loss of life will be paid in accord with the Beneficiary section. Under a Family Plan, benefits for a Dependent's loss of life will be payable to the Insured Person. Any other benefits will be paid to the Insured Person.

EXCLUSIONS. Benefits will not be payable for any loss excluded under the Accidental Death and Dismemberment Insurance Exclusions or Limitations section of this Policy.

SAFE DRIVER BENEFIT

BENEFIT. If an Insured Person dies as a direct result of a covered auto accident, for which Accidental Death and Dismemberment Benefits are payable; then:

(1) an additional Seat Belt Benefit will be payable, if the Insured Person was wearing a properly fastened seat belt at the time of the accident; and
(2) an additional Air Bag Benefit will be payable, if the auto was equipped with air bag(s).

The Seat Belt Benefit equals $25,000 or 10% of the Principal Sum, whichever is less; and the Air Bag Benefit equals $10,000 or 10% of the Principal Sum, whichever is less. The Seat Belt Benefit and the Air Bag Benefit will not be less than $1,000. The Principal Sum is the amount payable because of the Insured Person's accidental death.

A copy of the police report must be submitted with the claim. The position of the seat belt or presence of an air bag must be certified by:

(1) the official accident report; or
(2) the coroner, traffic officer or other investigating officer.

Upon receipt of satisfactory written proof, the additional benefit will be paid in accord with the Beneficiary section.

DEFINITIONS. As used in this provision:

"Auto" means a 4-wheel passenger car, station wagon, jeep, pick-up truck or van-type car. It must be licensed for use on public highways. It includes a car owned or leased by the Group Policyholder.

"Intoxicated," "Impaired," or "Under the Influence of Drugs" shall be defined as by the jurisdiction where the accident occurs.

"Seat Belt" means a properly installed:

(1) seat belt or lap and shoulder restraint; or
(2) other restraint approved by the National Highway Traffic Safety Administration.

LIMITATIONS. Safe Driver Benefits will not be paid if:

(1) the Accidental Death and Dismemberment Benefits is not paid under this Policy for the Insured Person's death; or
(2) at the time of the accident, the Insured Person or any other person who was driving the auto in which the Insured Person was traveling:
    (a) was driving without a valid drivers' license;
    (b) was driving in excess of the legal speed limit; or
    (c) was driving while intoxicated, impaired, or under the influence of drugs (except for drugs taken as prescribed by a Physician for the driver's use).

The above limitations will apply, whether or not the driver is convicted.

COMMON CARRIER ACCIDENT BENEFIT

BENEFIT. The Company will increase an Insured Person's or covered Dependent's Death or Dismemberment Benefit to two times the amount otherwise payable, not to exceed $1,000,000; provided the Insured Person or covered Dependent suffers a covered loss from a Common Carrier Accident while insured for Accidental Death and Dismemberment Insurance under this Policy.

MAXIMUM PER PERSON. If an Insured Person or covered Dependent sustains more than one loss resulting from the same accident, then the benefit:

(1) will not exceed two times the Insured Person's or covered Dependent's Principal Sum for all of his or her covered losses combined; and
(2) will not exceed an overall maximum of $1,000,000.

The loss must result directly from the Common Carrier Accident and from no other causes.

TO WHOM PAYABLE. Benefits for the Insured Person's loss of life will be paid in accord with the Beneficiary section. If the Insured Person is insured under the Family Plan, benefits for a covered Dependent's loss will be paid to the Insured Person. Any other benefits will be paid to the Insured Person.

DEFINITIONS.
"Common Carrier Accident" means a covered accidental bodily injury, which is sustained while riding as a fare paying passenger (not a pilot, operator or crew member) in or on, boarding or getting off from a Common Carrier.

"Common Carrier" means any land, air or water conveyance operated under a license to transport passengers for hire.

EXCLUSIONS. Benefits will not be payable for any loss excluded under the Accidental Death and Dismemberment Insurance Exclusions or Limitations section of this Policy.

CLAIMS PROCEDURES
FOR LIFE OR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

NOTE: This Policy may include an Extension of Death Benefit, an Accelerated Death Benefit or a Living Benefit. If so, please refer to that section for special claim procedures.

NOTICE AND PROOF OF CLAIM

Notice of Claim. Written notice of an accidental death or dismemberment claim must be given within 20 days after the loss occurs; or as soon as reasonably possible after that.* The notice must be sent to the Company's Group Insurance Service Office. It should include:

(1) the Insured Person's name and address; and
(2) the number of this Policy.

Claim Forms. When notice of claim is received, the Company will send claim forms for filing the required proof. If the Company does not send the forms within 15 days; then the Insured Person or Beneficiary (the claimant) may send the Company written proof of claim in a letter. It should state the nature, date and cause of the loss.

Proof of Claim. The Company must be given written proof of claim within 90 days after the date of the loss; or as soon as reasonably possible after that.* Proof of claim must be provided at the claimant's own expense. It must show the nature, date and cause of the loss. In addition to the information requested on the claim form, documentation must include:

(1) A certified copy of the death certificate, for proof of death.
(2) A copy of any police report, for proof of accidental death or dismemberment.
(3) A signed authorization for the Company to obtain more information.
(4) Any other items the Company may reasonably require in support of the claim.

*** Exception:** Failure to give notice or furnish proof of claim within the required time period will not invalidate or reduce the claim; if it is shown that it was done:

(1) as soon as reasonably possible; and
(2) in no event more than one year after it was required.

These time limits will not apply while the claimant lacks legal capacity.

EXAM OR AUTOPSY. At anytime while a claim is pending, the Company may have the Insured Person examined:

(1) by a Physician of the Company's choice;
(2) as often as reasonably required.

If the Insured Person fails to cooperate with an examiner or fails to take an exam, without good cause; then the Company may deny benefits, until the exam is completed. In case of death, the Company may also have an autopsy done, where it is not forbidden by law. Any such exam or autopsy will be at the Company's expense.

TIME OF PAYMENT OF CLAIMS. Any benefits payable under this Policy will be paid immediately after the Company receives complete proof of claim and confirms liability.

TO WHOM PAYABLE

Death. Any benefits payable for the Insured Person's death will be paid in accord with the Beneficiary, Facility of Payment, and Settlement Options sections of this Policy. If this Policy includes Dependent Life Insurance; then any benefits payable for an insured Dependent's death will be paid to:

(1) the Insured Person, if he or she survives that Dependent; or
(2) the Insured Person's Beneficiary, or in accord with the Facility of Payment section; if the Insured Person does not survive that Dependent.

Dismemberment. If this Policy includes Accidental Death and Dismemberment Benefits; then any benefit, other than the Insured Person's death benefit, will be paid to the Insured Person.

NOTICE OF CLAIM DECISION. The Company will send the claimant a written notice of its claim decision. If the Company denies any part of the claim; then the written notice will explain:

(1) the reason for the denial, under the terms of this Policy and any internal guidelines;
(2) whether more information is needed to support the claim; and
(3) how the claimant may request a review of the decision by the Company, or by the state Department of Insurance. It will include the address and phone number of their consumer complaint unit.

The Company will send this notice within 15 days after it receives complete proof of claim and enough information to determine liability. If reasonably possible, the Company will send it within:

(1) 90 days after receiving the first proof of a death or dismemberment claim; or
(2) 45 days after receiving the first proof of a claim for any Extension of Death Benefit available under this Policy.

Delay Notice. If the Company needs more than 15 days to process a claim, in a special case; then an extension will be permitted. If needed, the Company will send the claimant a written delay notice:

(1) by the 15th day after receiving the first proof of claim; and
(2) every 30 days after that, until the claim is resolved.

The notice will explain the special circumstances which require the delay, and when a decision can be expected.

In any event, the Company must send written notice of its decision within:

(1) 180 days after receiving the first proof of a death or dismemberment claim; or
(2) 105 days after receiving the first proof of a claim for any Extension of Death Benefit available under this Policy.

If the Company fails to do so; then there is a right to an immediate review, as if the claim was denied.

Exception: If the Company needs more information from the claimant to process a claim; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for claim processing.

REVIEW PROCEDURE. The claimant may request a claim review, within:

(1) 60 days after receiving a denial notice of a death or dismemberment claim; or
(2) 180 days after receiving a denial notice of a claim for any Extension of Death Benefit available under this Policy.

To request a review, the claimant must send the Company a written request, and any written comments or other items to support the claim. The claimant may review certain non-privileged information relating to the request for review.

Notice of Decision. The Company will review the claim and send the claimant a written notice of its decision. The notice will explain the reasons for the Company's decision, under the terms of this Policy and any internal guidelines. If the Company upholds the denial of all or part of the claim; then the notice will also describe:

(1) any further appeal procedures available under this Policy;
(2) the right to access relevant claim information; and
(3) the right to request a state insurance department review, or to bring legal action.

For a death or dismemberment claim, the notice will be sent within 60 days after the Company receives the request for review; or within 120 days, if a special case requires more time. For a claim for any Extension of Death Benefit available under this Policy, the notice will be sent within 45 days after the Company receives the request for review; or within 90 days, if a special case requires more time.

Delay Notice. If the Company needs more time to process an appeal, in a special case; then it will send the Insured Person a written delay notice, by the 30th day after receiving the request for review. The notice will explain:

(1) the special circumstances which require the delay;
(2) whether more information is needed to review the claim; and
(3) when a decision can be expected.

Exception: If the Company needs more information from the claimant to process an appeal; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for appeal processing.

Claims Subject to ERISA (Employee Retirement Income Security Act of 1974**).** Before bringing a civil legal action under the federal labor law known as ERISA, an employee benefit plan participant or beneficiary must exhaust available administrative remedies. Under this Policy, the claimant must first seek two administrative reviews of the adverse claim decision, in accord with this section. If an ERISA claimant brings legal action under Section 502(a) of ERISA after the required reviews; then the Company will waive any right to assert that he or she failed to exhaust administrative remedies.

RIGHT OF RECOVERY. If benefits have been overpaid on any claim; then full reimbursement to the Company is required within 60 days. If reimbursement is not made; then the Company has the right to:

(1) reduce future benefits until full reimbursement is made; and
(2) recover such overpayments from the Insured Person, or from his or her Beneficiary or estate.

Such reimbursement is required whether the overpayment is due to fraud, the Company's error in processing a claim, or any other reason.

LEGAL ACTIONS. No legal action to recover any benefits may be brought until 60 days after the required written proof of claim has been given. No such legal action may be brought more than three years after the date written proof of claim is required.

COMPANY'S DISCRETIONARY AUTHORITY. Except for the functions that this Policy clearly reserves to the Group Policyholder or Employer, the Company has the authority to:

(1) manage this Policy and administer claims under it; and
(2) interpret the provisions and resolve questions arising under this Policy.

The Company's authority includes (but is not limited to) the right to:

(1) establish and enforce procedures for administering this Policy and claims under it;
(2) determine Employees' eligibility for insurance and entitlement to benefits;
(3) determine what information the Company reasonably requires to make such decisions; and
(4) resolve all matters when a claim review is requested.

Any decision the Company makes, in the exercise of its authority, shall be conclusive and binding; subject to the Insured Person's or Beneficiary's rights to:

(1) request a state insurance department review; or
(2) bring legal action.

NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

- **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent.

Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

- **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

- **Life Insurance, Annuities and Structured Settlement Annuities**

  For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

  - Life Insurance

    80% of death benefits but not to exceed $300,000

    80% of cash surrender or withdrawal values but not to exceed $100,000

  - Annuities and Structured Settlement Annuities

    80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed $250,000

  The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is $300,000, regardless of the number of policies or contracts covering the individual.

- **Health Insurance**

  The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is $546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website www.califega.org.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C)

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org, or contact either of the following:

California Life and Health Insurance
Guarantee Association
P.O Box 16860
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles, CA 90013
(800) 927- 4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

The Lincoln National Life Insurance Company
A Stock Company Home Office Location: Fort Wayne, Indiana
Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066
(800) 423-2765 Online: www.LincolnFinancial.com

CERTIFIES THAT Group Policy No. GL 000403007970 has been issued to
NantMedia Holdings, LLC dba California Times
(The Group Policyholder)

The Policy Effective Date is January 1, 2022

The insurance is effective only if the Employee is eligible for insurance and becomes and remains insured as provided in the Group Policy.

Certificate of Insurance for Class 1

Family Plan

You are entitled to the benefit described in this Certificate if you are eligible for insurance under the provisions of the Policy. This Certificate replaces any other certificates for the benefits described inside. As a Certificate of Insurance, it is not a contract of insurance; it only summarizes the provisions of the Policy and is subject to the Policy's terms.

IMPORTANT INFORMATION REGARDING YOUR INSURANCE. If you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in its sale, or if you have additional questions; then you may contact the insurance company at the above address or phone them at 1-800-423-2765. If unable to obtain satisfaction from the company or agent, you may contact the state regulatory agency at California Department of Insurance, Consumer Communications Bureau, 300 South Spring Street, Los Angeles CA 90013, https://www.insurance.ca.gov/01-consumers/ or phone them at -800-927-4357. Please have your policy number available.

Dennis R Glass
PRESIDENT

CERTIFICATE OF GROUP INSURANCE

NantMedia Holdings, LLC dba California Times
000403007970

SCHEDULE OF INSURANCE

CLASS 1

All Full-Time Employees

WAITING PERIOD: None (For date insurance begins, refer to "Effective Dates of Coverages" section)

MINIMUM HOURS: 30 hours per week

VOLUNTARY AD&D INSURANCE - FAMILY PLAN

	PRINCIPAL SUM
Your (Employee) Coverage	You may elect coverage in $25,000 increments, subject to a maximum of $2,000,000, not to exceed ten times Basic Annual Earnings
Spouse	You may elect coverage in $10,000 increments, subject to a maximum of $1,000,000, not to exceed 100% of the Employees amount
Each Child	
Up to 6 months	$1,000
6 months to 26 years	You may elect coverage in $5,000 increments, subject to a maximum of $300,000

*Voluntary AD&D Insurance will be reduced as follows:
- At age 65, benefits will reduce by 35% of the original amount;
- At age 70, benefits will reduce by an additional 20% of the original amount;
- At age 75, benefits will reduce by an additional 15% of the original amount;
- At age 80, benefits will reduce by an additional 10% of the original amount.

Benefits will terminate when you retire.

*Voluntary Spouse AD&D Insurance will be reduced as follows:
- At Spouse age 65, benefits will reduce by 35% of the original amount;
- At Spouse age 70, benefits will reduce by an additional 20% of the original amount;
- At Spouse age 75, benefits will reduce by an additional 15% of the original amount;
- At Spouse age 80, benefits will reduce by an additional 10% of the original amount.

Benefits will terminate when you retire.

If you first enroll for Voluntary AD&D Insurance at age 65 or older, the above age reductions will apply to the maximum amount of insurance for which you are eligible.

Dependents coverage will terminate when you retire.
Basic Annual Earnings means your annual base salary or annualized hourly pay from the Employer before taxes on the Determination Date. The "Determination Date" is the last day worked just prior to the loss.

It also includes:
1. paid commissions averaged over the 12 months just prior to the Determination Date; or over the actual period of employment with the Group Policyholder just prior to that date, if shorter.

It does **not** include bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Employer. It will not exceed the amount shown in the Employer's financial records or the amount for which premium has been paid, whichever is less.

Note: Under the DEPENDENTS VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE, the Definition of Dependent includes your domestic partner or civil union partner. A child of your domestic partner or civil union partner, who is not legally adopted by you, will be considered your stepchild.

TABLE OF CONTENTS

AMOUNT OF INSURANCE

The amount of your insurance is determined by the Schedule of Insurance in the Policy. The initial amount of coverage is the amount which applies to your class on the day your coverage takes effect. You may become eligible for increases in the amount of insurance in accord with the Schedule of Insurance. Any such increase will take effect on the latest of:

(1) the first of the Insurance Month which coincides with or follows the date on which you become eligible for the increase; provided you are Actively at Work on that day; or
(2) the day you resume Active Work, if you are not Actively at Work on the day the increase would otherwise take effect.

Any decrease will take effect on the day of the change, whether or not you are Actively at Work.

DEFINITIONS

ACTIVE WORK or ACTIVELY AT WORK means an employee's full-time performance of all customary duties of his or her occupation at:

(1) the EMPLOYER'S place of business; or
(2) any other business location where the employee is required to travel.

Unless disabled on the prior workday or on the day of absence, an employee will be considered Actively at Work on the following days:

(1) a Saturday, Sunday or holiday which is not a scheduled workday;
(2) a paid vacation day, or other scheduled or unscheduled non-workday; or
(3) an excused or emergency leave of absence (except a medical leave).

COMPANY means The Lincoln National Life Insurance Company, an Indiana corporation, whose Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

DAY or DATE means at 12:01 A.M., Standard Time, at the Group Policyholder's place of business; when used with regard to eligibility dates and effective dates. It means 12:00 midnight, Standard Time, at the same place; when used with regard to termination dates.

EMPLOYER means the Group Policyholder or the Participating Employer named on the Face Page.

FULL-TIME EMPLOYEE means an employee of the EMPLOYER:

(1) whose employment with the EMPLOYER is the employee's principal occupation;
(2) who is not a temporary or seasonal employee; and
(3) who is regularly scheduled to work at such occupation at least the number of hours as shown in the Schedule of Insurance.

INSURANCE MONTH means:

(1) that period of time beginning on the Issue Date of the Policy and extending for one month; and
(2) each subsequent month beginning on the same day after that.

PERSONAL INSURANCE means the insurance provided by the Policy on Insured Persons.

PHYSICIAN means a licensed practitioner of the healing arts other than the Insured Person or a relative of the Insured Person.

POLICY means the Group Insurance Policy issued by the Company to the Group Policyholder. A copy of the Policy may be examined upon request at the Group Insurance Service Office of the Group Policyholder.

ELIGIBILITY

If you are a Full-Time Employee and a member of an employee class shown in the Schedule of Insurance; then you will become eligible for the coverage provided by the Policy on the later of:

(1) the Policy's date of issue; or
(2) the day you complete the Waiting Period.

WAITING PERIOD. (See Schedule of Insurance.)

EFFECTIVE DATES OF COVERAGES

Your insurance is effective on the latest of:

(1) the first day of the Insurance Month coinciding with or next following the day you become eligible for the coverage;
(2) the day you resume Active Work, if you are not Actively at Work on the day you become eligible; or
(3) the day you make written application for coverage; and sign a payroll deduction order, if you pay any part of the premium.

EXCEPTION. If your coverage terminates due to an approved leave of absence or a military leave, any Waiting Period or evidence of insurability requirement will be waived upon your return; provided you apply or are enrolled within 31 days after resuming Active Work.

TERMINATION OF COVERAGE

Your coverage terminates on the earliest of:

(1) the day the Policy terminates;
(2) the last day of the Insurance Month in which you request termination;
(3) the last day of the period for which the premium for your insurance has been paid;
(4) the day you cease to be a member of an employee class shown in the Schedule of Insurance;
(5) with respect to any particular insurance benefit, the day the part of the Policy providing that benefit terminates;
(6) the day your employment with the Employer terminates; or
(7) the day you enter the armed services of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If you send proof of military service, the Company will refund any unearned premium.)

Ceasing Active Work terminates your eligibility. However, it may be possible to continue all or part of your insurance during a temporary lay off, leave of absence or military leave; or while you are unable to work due to sickness or injury. The conditions concerning such a continuance may be found in the Policy. See your Employer for this information.

If your eligibility ends because you cease Active Work due to a labor dispute, and your Employer's premium contributions are required by a collective bargaining agreement; then arrangements may be made with the Employer to continue insurance (except for any Weekly Disability Income Insurance) for up to six months, subject to:

(1) the conditions shown in the Policy; and
(2) payment of the required premium by at least 75% of the Insured Persons eligible to continue. (See your Employer for further information.)

BENEFICIARY

PAYMENTS TO BENEFICIARY. At your death, any amount payable as a result of your death will be paid to your named Beneficiary who survives you. If no named Beneficiary survives you, payment will be made to your estate or in accord with the Facility of Payment section. The right of your Beneficiary to receive any such amount is subject to the Facility of Payment section of the Policy.

PAYMENTS TO BENEFICIARY. At your death, any amount payable as a result of your death will be paid to your named Beneficiary who survives you. If you have not named a Beneficiary, or if no named Beneficiary survives you; then payment will be made to your:

(1) surviving spouse; or, if none
(2) surviving child or children in equal shares; or, if none
(3) surviving parent or parents in equal shares; or, if none
(4) surviving sibling or siblings in equal shares; or, if none
(5) estate.

In determining who is to receive payment, the Company may rely upon an affidavit by a member of the class to receive payment. Unless the Company receives written notice at its Group Insurance Service Office of a valid claim by some other person before paying the proceeds, the Company will make payment based upon the affidavit it has. Such payment will release the Company from any further obligation for your death benefit.

If the person who would otherwise receive payment dies:

(1) within 15 days of your death; and
(2) before the Company receives satisfactory proof of your death;

payment will be made as if you had survived that person; unless other provisions have been made.

NAMING THE BENEFICIARY. Your Beneficiary will be as shown on your enrollment card, unless changed. If the Policy replaces a group policy providing similar coverages; then your beneficiary named under the prior policy will be the Beneficiary under the Policy, until changed.

CHANGING THE BENEFICIARY. Only you or your assignee may change your Beneficiary. A new Beneficiary may be named by filing a written notice of the change with the Company at its Group Insurance Service Office. The change will be effective as of the date it was signed; subject to any action taken by the Company before it received notice of the change.

FACILITY OF PAYMENT

If any benefit under the Policy becomes payable to your estate, a minor, or any person who (in the Company's opinion) is not competent to give a valid release; then the Company, at its option, may make payment to any one or more of the following:

(1) a person who has assumed the care and support of you or your Beneficiary;
(2) a person who has incurred expense as a result of your last illness or death;
(3) the personal representative of your estate; or
(4) any person related by blood or marriage to you.

No payment made to anyone named above may exceed $1,000. Any payment made in good faith under this Section will fully discharge the Company to the extent of the payment.

SETTLEMENT OPTIONS

All or part of any death or dismemberment benefit may be received in installments by making written election to the Company. Such an election may be made:

(1) by you while living; or
(2) by the person who is to receive payment, if no such election is in effect at the time of your death.

Any such election must comply with the Company's practices at the time it is made. The amount applied under a settlement option must be at least $2,000. It must be sufficient to provide a payment of at least $20 per month.

DEPENDENTS VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

NOTE: Dependents Voluntary Accidental Death and Dismemberment Insurance is in effect only if you have enrolled for the Family Plan and the correct premium has been paid.

DEFINITION. As used in this section, "Dependent" means a person who meets the definition of your dependent under the provision of the U.S. Internal Revenue Code; and is your:

(1) spouse who is under age 70 and is not legally separated from you;
(2) unmarried child at least 15 days but less than 26 years of age;
(3) unmarried child less than 26 years of age, if attending an accredited educational institution for the minimum credit hours required to maintain full-time student status there; or
(4) unmarried child who is totally and permanently disabled and who became so disabled prior to reaching 26 years of age.

A legally adopted child is considered your child from the date of placement in your home for an agency adoption; or from the date the adoption petition is filed, if later, for a private adoption.

In addition to naturally born and legally adopted children, the word "child" includes your stepchild or foster child; provided the child resides in your household and is dependent on you for principal support.

The term Dependent does not include a person covered as an Insured Person. A person may be covered as either an Insured Person or a Dependent (but not both at the same time). If a husband and wife are both Insured Employees, their child may be covered as Dependents of either the husband or wife (but not both at the same time).

The term "Dependent" does not include anyone serving on active duty in the armed forces of any state or country; except for duty of 30 days or less for training in the Reserves or National Guard.

ELIGIBILITY. You become eligible for the Family Plan on the latest of:

(1) the date you become eligible for Personal Voluntary Accidental Death and Dismemberment Insurance;
(2) the effective date of this section; or
(3) the date you first acquire a Dependent (as defined by the Policy).

If you acquire a new Dependent while insured under the Family Plan, insurance will become effective as follows.

(1) Insurance for your spouse, stepchild or foster child will take effect on the later of:
    (a) the date you are married or take custody of the child; or
    (b) the 10th day following final discharge from the hospital, if that Dependent is confined in a hospital on the date insurance would otherwise take effect.
(2) Insurance for your newborn natural child will take effect at birth and will continue for 31 days. Insurance will continue beyond 31 days only if any additional required premium is paid by the 31st day following birth.

INDIVIDUAL TERMINATION OF INSURANCE. The Family Plan will cease for all your Dependents on the earliest of:

(1) the date your Personal Voluntary Accidental Death and Dismemberment Insurance terminates;
(2) the date the Family Plan is discontinued under the Policy;
(3) the date you cease to be in a class eligible for the Family Plan;
(4) the date you request that the Family Plan be terminated; or
(5) the last day of the premium paying period for which you have made any required contribution toward the cost of the Family Plan.

Insurance for a particular Dependent will cease on the earliest of:

(1) the date the Dependent ceases to be an eligible Dependent (as defined by the Policy);
(2) the 31st day after the birth of a newborn child or acquisition of an adopted child; unless any additional premium is paid within that 31-day period; or
(3) the day the Dependent enters the armed services of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If you send proof of military service, the Company will refund any unearned premium).

Termination of one Dependent's insurance due to a status change will not affect the insurance for any other family members who remain eligible Dependents.

CONTINUATION OF INSURANCE FOR A HANDICAPPED CHILD. Voluntary Accidental Death and Dismemberment Insurance may be continued for an unmarried child who is:

(1) incapable of self-sustaining employment because of mental retardation or physical handicap;
(2) chiefly dependent on you for support; and
(3) insured under the Policy on the date coverage would otherwise end due to the child's age.

Insurance may be continued so long as the child remains disabled and dependent on you for support. Proof of the child's disability must be sent to the Company:

(1) within 60 days of the date coverage would otherwise end due to the child's age; and
(2) as the Company may require after that.

You must continue to be covered for Personal Voluntary Accidental Death and Dismemberment Insurance under the Policy. You must also continue to pay the required premium. The premium rate for the handicapped child will be that for an Insured Employee of like age and sex (not the Dependent rate).

VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

DEATH OR DISMEMBERMENT BENEFIT. The Company will pay the benefit listed below, if:

(1) you or your Dependent sustains a covered accidental bodily injury while insured under this provision; and

(2) that injury directly causes one of the following losses within 365 days after the date of the accident.

The loss must result directly from the injury and from no other causes.

LOSS	BENEFIT
Loss of Life	Principal Sum
Loss of One Member (Hand, Foot or Eye)	1/2 Principal Sum
Loss of Two or More Members	Principal Sum
Loss of Thumb and Index Finger	1/4 Principal Sum
Loss of Both Speech and Hearing in Both Ears	Principal Sum
Loss of Either Speech or Hearing in Both Ears	1/2 Principal Sum
Loss of Hearing in One Ear	1/4 Principal Sum
Quadriplegia (Paralysis of Both Arms and Both Legs)	Principal Sum
Paraplegia (Paralysis of Both Legs)	1/2 Principal Sum
Hemiplegia (Paralysis of Arm and Leg of Same Side)	1/2 Principal Sum

The Principal Sum for your class is shown in the Schedule of Insurance. Under a Family Plan, the Principal Sum which applies to each Dependent is also shown. The Principal Sum for a Dependent is based upon family make-up at the time of the loss.

MAXIMUM PER PERSON. If you or your Dependent sustains more than one loss resulting from the same accident, the benefit:

(1) will be the one largest amount listed; and

(2) will not exceed the Principal Sum for all of that person's losses combined.

TO WHOM PAYABLE. Benefits for your loss of life will be paid to your Beneficiary. If you did not name a Beneficiary, or no named Beneficiary survives you; then your death benefit will be paid to your estate. If your Beneficiary is a minor, or the Company believes your Beneficiary lacks legal capacity; then up to $1,000 may be paid to someone else in accord with the Facility of Payment section of the Policy. Under a Family Plan, benefits for a Dependent's loss of life will be payable to you. Any other benefits will be paid to the Insured Person.

DEFINITIONS. "Beneficiary" means the person(s) named on your enrollment form. You may change the Beneficiary by filing a written notice of the change with the Company at its Group Insurance Service Office.

"Loss of a Member" includes the following:

(1) "Loss of Hand or Foot," which means complete severance through or above the wrist or ankle joint. (In South Carolina, "Loss of Hand" can also mean the loss of four whole fingers from one hand.)

(2) "Loss of an Eye," which means total and irrevocable loss of sight in that eye.

"Loss of Thumb and Index Finger" means severance of the thumb and index finger of the same hand, through or above the joint closest to the wrist. (In California, it can also mean loss by complete severance of at least one whole phalanx of each.)

"Loss of Speech" means total and irrevocable loss of audible communication.

"Loss of Hearing" means permanent and total deafness in that ear. The deafness cannot be corrected to any functional degree by any aid or device.

"Paralysis" means complete and irreversible loss or use of an arm or leg (without severance).

EXCLUSIONS. Benefits will not be payable for any loss excluded under the Voluntary Accidental Death and Dismemberment Insurance Exclusions section.

FELONIOUS ASSAULT BENEFIT. The Company will pay an additional 25% of your Principal Sum, if:

(1) you suffer a loss for which an Accidental Death and Dismemberment benefit is payable;
(2) the injury or death takes place while you are on the business of, or on any premises of, the Group Policyholder or Employer; and
(3) the injury or death is the direct result of:
    (a) a robbery, holdup, or attempted robbery or holdup;
    (b) a kidnapping during a holdup; or
    (c) a felonious assault.

DEFINITION. "Felonious Assault" means one inflicted by persons other than fellow employees or members of your family or household.

EXCLUSIONS. Benefits will not be payable for any loss excluded under the Voluntary Accidental Death and Dismemberment Insurance Exclusions which follow.

EDUCATION BENEFIT. The Company will pay an Education Benefit to each of your eligible Dependent Children, if you:

(1) are injured in a covered accident while insured under the Family Plan;
(2) die as a direct result of such injuries within 365 days after the accident; and
(3) are survived by one or more Dependent Children who are eligible for the benefit.

To be eligible for the Education Benefit, a Dependent Child must:

(1) be insured by this provision on the date of the accident; and
(2) be enrolled as a Full-Time Student on the date of the accident or within 365 days after that date.

This benefit will be paid in addition to all other benefits payable under the Policy. The benefit will equal 2% of your Principal Sum, subject to a maximum of $2,000 for each eligible Dependent Child each year. The benefit will be paid for up to 4 consecutive years. The first payment will be made:

(1) on the date the benefit for accidental loss of life is paid; or
(2) when the Company receives proof that your eligible Dependent Child meets the above requirements, if later.

The second, third and fourth payments will be made when the Company receives proof that the eligible Dependent Child continues to be a Full-Time Student during each additional year.

SPOUSE TRAINING BENEFIT. The Company will pay a Spouse Training Benefit to your surviving Spouse, if you:

(1) are injured in a covered accident while insured under the Family Plan;
(2) die as a direct result of such injuries within 365 days after the accident; and
(3) are survived by a Spouse who is eligible for the benefit.

To be eligible for the Spouse Training Benefit, your Spouse must:

(1) be insured by this provision on the date of the accident; and
(2) be enrolled as a Full-Time Student on the date of the accident or within 365 days after that date.

This benefit will be paid in addition to all other benefits payable under the Policy. The benefit will equal 5% of your Principal Sum; subject to a maximum of $5,000. The benefit will be paid for one year. Payment will be made:

(1) on the date the benefit for accidental loss of life is paid; or
(2) when the Company receives proof that your Spouse meets the above requirements, if later.

ALTERNATE BENEFIT. If Family Plan coverage is in force at the time of the accident, but there is no surviving Dependent who is or could become eligible for the Education Benefit or the Spouse Training Benefit; then the Company will pay an additional benefit of $1,000 to your named Beneficiary or estate. Payment will be in addition to all other Policy benefits.

DEFINITION. "Full-Time Student" means the Dependent:

(1) is attending a licensed or accredited college, university or vocational school (beyond the 12th grade);
(2) is considered a full-time student based upon that school's standards; and
(3) incurs expense for tuition, fees, books, room and board, transportation and any other costs paid to or certified by that school.

EXCLUSIONS. Benefits will not be payable for any loss excluded under the Voluntary Accidental Death and Dismemberment Insurance Exclusions section.

COMMON DISASTER BENEFIT. The Company will pay a Common Disaster Benefit if both you and your covered Spouse:

(1) are injured in a Common Accident while insured under the Family Plan; and
(2) lose your lives as a direct result of such injuries within 365 days after the Common Accident.

The Common Disaster Benefit increases your Spouse's benefit for accidental loss of life to equal your Principal Sum; subject to a maximum of $500,000 for your Spouse's and your loss of life combined.

Your Spouse's benefit for accidental loss of life will be paid in lieu of any other benefits for his or her loss of member(s), speech, hearing or paralysis as a result of the same accident.

DEFINITION. "Common Accident" means:

(1) the same covered accident; or
(2) separate covered accidents that occur within the same 24-hour period.

EXCLUSIONS. Benefits will not be payable for any loss excluded under the Voluntary Accidental Death and Dismemberment Insurance Exclusions section.

CHILD CARE BENEFIT. The Company will pay a Child Care Benefit to each of your eligible Dependent Children, if you:

(1) are injured in a covered accident while insured under the Family Plan;
(2) die as a direct result of such injuries within 365 days after the accident; and
(3) are survived by one or more Dependent Children who are eligible for the benefit.

To be eligible for the Child Care Benefit, a Dependent Child must:

(1) be insured by this provision and under age 13 on the date of the accident; and
(2) attend a licensed child care center on a full-time basis on the date of the accident or within 365 days after that date.

The Child Care Benefit is paid in addition to all other Policy benefits. The benefit will equal 2% of your Principal Sum; subject to a maximum of $2,000 for each eligible Dependent Child each year. The benefit will be paid:

(1) for up to 4 consecutive years; or
(2) until the Dependent Child's 13th birthday (whichever occurs first).

The first payment will be made:

(1) on the date the benefit for accidental loss of life is paid; or
(2) when the Company receives proof that your eligible Dependent Child meets the above requirements, if later.

The second, third and fourth payments will be made when the Company receives proof that your eligible Dependent Child continues to attend a licensed child care center on a full-time basis during each additional year.

DEFINITION. "Child Care Center" means any facility (other than a family day care home) which:

(1) is licensed as such by the state; and
(2) provides non-medical care and supervision for children in a group setting; and
(3) cares for children at least 6 but less than 24 hours per day.

EXCLUSIONS. Benefits will not be paid:

(1) when the Dependent Child's care is provided by (or at a facility operated by) the child's grandparent, parent, aunt, uncle or sibling; or
(2) for any loss excluded under the Voluntary Accidental Death and Dismemberment Insurance Exclusions section.

MONTHLY COMA BENEFIT. The Company will pay a Monthly Coma Benefit, while you or your covered Dependent remains in a continuous coma; provided:

(1) the coma is caused by an Injury sustained while insured under the Policy;
(2) the coma begins within 365 days after the date of the accident; and
(3) you remain in the coma for at least 31 days in a row.

The coma must result directly from the Injury and from no other causes.

This Monthly Coma Benefit:

(1) will be payable for each month the person is in a continuous coma; but
(2) in no event will more than 36 months of benefits be paid.

No Monthly Coma Benefit will be paid after the coma ends; whether by death, recovery, or any other change of condition. If, when the coma ends, benefits are due for a period of less than a month; then payment will be prorated. The daily rate will equal 1/30 of the Monthly Coma Benefit.

AMOUNT. The Monthly Coma Benefit will equal 1% of the difference between:

(1) the Principal Sum that would be payable for your or your Dependent's accidental death; and
(2) the amount of any benefits paid or payable under the Policy for that person's other Scheduled Losses as a result of the same accident.

In no event will the total benefits payable for all of a person's Scheduled Losses resulting from the same accident exceed the Principal Sum, which would be payable for that person's accidental death.

SUBSEQUENT LOSS. If, you or your Dependent later suffers another Scheduled Loss covered by the Policy, due to the same accident that caused the coma; then the benefit paid for the later loss will equal:

(1) the benefit stated in the Schedule of Insurance; reduced by
(2) the total amount of benefits paid, including the Monthly Coma Benefits paid, for the same person's Scheduled Losses as a result of that accident.

If the person continues to qualify for a Monthly Coma Benefit after such other loss; then the amount of the Monthly Coma Benefit will be redetermined, as shown above.

PROOF. You or your Beneficiary is responsible for providing the Company proof of the continuing comatose condition. The Company retains the right to investigate, to determine whether the coma exists and continues.

TO WHOM PAYABLE. The Monthly Coma Benefit for you will be paid in accord with the Beneficiary section. If you are insured under the Family Plan, the Monthly Coma Benefit for your covered Dependent will be paid to you.

"Coma" means being in a state of complete mental unresponsiveness, with no evidence of appropriate responses to stimulation.

"**Scheduled Loss**" means any of the following losses, if covered under the Policy: loss of life, member(s), speech or hearing, paralysis, permanent total disability, coma or common disaster. It does not include any additional seat belt, felonious assault, child care, education, spouse training, spouse critical period, monthly survivors or monthly in-hospital benefits which may be included under the Policy.

EXCLUSIONS. Benefits will not be paid:

(1) when the person remains in a coma for less than 31 days in a row; or
(2) for any loss excluded under the Voluntary Accidental Death and Dismemberment Exclusions section.

EXCLUSIONS. No benefit will be paid for loss resulting from:

(1) intentionally self-inflicted injury or attempted injury, while sane or insane;
(2) war or any act of war (whether declared or undeclared);
(3) any accident occurring while you or your covered Dependent is serving on full-time active duty in the armed forces of any state or country (except for duty of 30 days or less for training in the Reserves or National Guard);
(4) travel or flight in (or boarding or leaving) any aircraft or device which can fly above the earth's surface, if:
    (a) the aircraft or device is being used for tests, experimental purposes, or travel beyond the earth's atmosphere (or is designed for such travel);
    (b) the aircraft or device is being used by or for any military authority (except for aircraft flown by the U.S. Military Aircraft Command or similar service of any country);
    (c) the aircraft or device is other than a chartered aircraft; and it is being used by or for the Group Policyholder, Employer or its subsidiary or affiliate (whether it is owned, leased, operated or controlled as defined below);
    (d) you or your covered Dependent is serving as a pilot, crew member or student taking a flying lesson (and is not riding as a passenger); or
    (e) you or your covered Dependent is hang-gliding or parachuting (except where a parachute jump must be made for self-preservation);
(5) you or your covered Dependent's commission of a felony;
(6) sickness, disease or bodily infirmity; except for:
    (a) a bacterial infection resulting from an accidental cut or wound; or
    (b) the accidental ingestion of a poisonous food substance; or
(7) you or your covered Dependent's driving a motor vehicle while intoxicated, impaired or under the influence of drugs (except for drugs taken as prescribed by a licensed physician).

DEFINITIONS. As used in this section, "Owned Aircraft" means one the Group Policyholder or Employer holds legal or equitable title to; and can use, alter or sell as desired.

"Leased Aircraft" means one the Group Policyholder or Employer does not own, but can use as desired for the term of a written lease. The time will be longer than a few days or one or two trips. The aircraft cannot be altered or sold without the owner's consent.

"Operated or Controlled Aircraft" means one the Group Policyholder or Employer does not own; but has leased, rented or borrowed and can use as desired for more than 10 straight days. It cannot be altered or sold without the owner's consent.

"Chartered Aircraft" means one the Group Policyholder or Employer does not own; but has hired for one purpose, one trip or general use. The time may not exceed 10 straight days or 15 days in any one year. One or more aircraft hired on a regular or frequent basis are not chartered.

"Intoxicated", "Impaired", or "Under the Influence of Drugs" shall be as defined by the jurisdiction where the accident occurs. The exclusion will apply whether or not the driver is convicted.

DISAPPEARANCE BENEFIT

BENEFIT. The Company will pay a Disappearance Benefit if, while insured for Accidental Death and Dismemberment Insurance under the Policy, your or a covered Dependent's body has not been found within one year of a forced landing, stranding, sinking or wrecking of a conveyance in which you or a covered Dependent were an occupant. It shall be deemed, subject to all other terms and provisions of the Policy, that you or a covered Dependent have suffered a loss of life.

The Benefit amount payable will be as defined in the Death or Dismemberment Benefit section of the Policy.

TO WHOM PAYABLE. Benefits for your loss of life will be paid in accord with the Beneficiary section. Under a Family Plan, benefits for a Dependent's loss of life will be payable to you.

EXCLUSIONS. Benefits will not be payable for any loss excluded under the Accidental Death and Dismemberment Insurance Exclusions or Limitations section of the Policy.

EXPOSURE BENEFIT

BENEFIT. The Company will pay an Exposure Benefit, if, while insured for Accidental Death and Dismemberment Insurance under the Policy, you or a covered Dependent:

(1) are unavoidably exposed to the elements; and
(2) as a result of such exposure suffer a loss for which benefits are otherwise payable.

The Benefit amount payable will be as defined in the Death or Dismemberment Benefit section of the Policy.

TO WHOM PAYABLE. Benefits for your loss of life will be paid in accord with the Beneficiary section. Under a Family Plan, benefits for a Dependent's loss of life will be payable to you. Any other benefits will be paid to you.

EXCLUSIONS. Benefits will not be payable for any loss excluded under the Accidental Death and Dismemberment Insurance Exclusions or Limitations section of the Policy.

SAFE DRIVER BENEFIT

BENEFIT. If you die as a direct result of a covered auto accident, for which Accidental Death and Dismemberment Benefits are payable; then:

(1) an additional Seat Belt Benefit will be payable, if you were wearing a properly fastened seat belt at the time of the accident; and
(2) an additional Air Bag Benefit will be payable, if the auto was equipped with air bag(s).

The Seat Belt Benefit equals $25,000 or 10% of the Principal Sum, whichever is less; and the Air Bag Benefit equals $10,000 or 10% of the Principal Sum, whichever is less. The Seat Belt Benefit and the Air Bag Benefit will not be less than $1,000. The Principal Sum is the amount payable because of the Insured Person's accidental death.

A copy of the police report must be submitted with the claim. The position of the seat belt or presence of an air bag must be certified by:

(1) the official accident report; or
(2) the coroner, traffic officer or other investigating officer.

Upon receipt of satisfactory written proof, the additional benefit will be paid in accord with the Beneficiary section.

DEFINITIONS. As used in this provision:

"Auto" means a 4-wheel passenger car, station wagon, jeep, pick-up truck or van-type car. It must be licensed for use on public highways. It includes a car owned or leased by the Employer.

"Intoxicated," "Impaired," or "Under the Influence of Drugs" shall be defined as by the jurisdiction where the accident occurs.

"Seat Belt" means a properly installed:

(1) seat belt or lap and shoulder restraint; or
(2) other restraint approved by the National Highway Traffic Safety Administration.

LIMITATIONS. Safe Driver Benefits will not be paid if:

(1) the Accidental Death and Dismemberment Benefits is not paid under the Policy for your death; or
(2) at the time of the accident, you or any other person who was driving the auto in which you were traveling:
    (a) was driving without a valid drivers' license;
    (b) was driving in excess of the legal speed limit; or
    (c) was driving while intoxicated, impaired, or under the influence of drugs (except for drugs taken as prescribed by a Physician for the driver's use).

The above limitations will apply, whether or not the driver is convicted.

COMMON CARRIER ACCIDENT BENEFIT

BENEFIT. The Company will increase your or your covered Dependent's Death or Dismemberment Benefit to two times the amount otherwise payable, not to exceed $1,000,000; provided you or your covered Dependent suffers a covered loss from a Common Carrier Accident while insured for Accidental Death and Dismemberment Insurance under the Policy.

MAXIMUM PER PERSON. If you or your covered Dependent sustains more than one loss resulting from the same accident, then the benefit:

(1) will not exceed two times your or your covered Dependent's Principal Sum for all of that person's covered losses combined; and
(2) will not exceed an overall maximum of $1,000,000.

The loss must result directly from the Common Carrier Accident and from no other causes.

TO WHOM PAYABLE. Benefits for your loss of life will be paid in accord with the Beneficiary section. If you are insured under the Family Plan, benefits for your covered Dependent's loss will be paid to you. Any other benefits will be paid to you.

DEFINITIONS.
"Common Carrier Accident" means a covered accidental bodily injury, which is sustained while riding as a fare paying passenger (not a pilot, operator or crew member) in or on, boarding or getting off from a Common Carrier.

"Common Carrier" means any land, air or water conveyance operated under a license to transport passengers for hire.

EXCLUSIONS. Benefits will not be payable for any loss excluded under the Accidental Death and Dismemberment Insurance Exclusions or Limitations section of the Policy.

CLAIMS PROCEDURES
FOR LIFE OR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

NOTE: The Policy may include an Extension of Death Benefit, an Accelerated Death Benefit or a Living Benefit. If so, please refer to that section for special claim procedures.

NOTICE AND PROOF OF CLAIM

Notice of Claim. Written notice of an accidental death or dismemberment claim must be given within 20 days after the loss occurs; or as soon as reasonably possible after that.* The notice must be sent to the Company's Group Insurance Service Office. It should include:

(1) your name and address; and
(2) the number of the Policy.

Claim Forms. When notice of claim is received, the Company will send claim forms for filing the required proof. If the Company does not send the forms within 15 days; then you or your Beneficiary (the claimant) may send the Company written proof of claim in a letter. It should state the nature, date and cause of the loss.

Proof of Claim. The Company must be given written proof of claim within 90 days after the date of the loss; or as soon as reasonably possible after that.* Proof of claim must be provided at the claimant's own expense. It must show the nature, date and cause of the loss. In addition to the information requested on the claim form, documentation must include:

(1) A certified copy of the death certificate, for proof of death.
(2) A copy of any police report, for proof of accidental death or dismemberment.
(3) A signed authorization for the Company to obtain more information.
(4) Any other items the Company may reasonably require in support of the claim.

*** Exception:** Failure to give notice or furnish proof of claim within the required time period will not invalidate or reduce the claim; if it is shown that it was done:

(1) as soon as reasonably possible; and
(2) in no event more than one year after it was required.

These time limits will not apply while the claimant lacks legal capacity.

EXAM OR AUTOPSY. At anytime while a claim is pending, the Company may have you examined:

(1) by a Physician of the Company's choice;
(2) as often as reasonably required.

If you fail to cooperate with an examiner or fail to take an exam, without good cause; then the Company may deny benefits, until the exam is completed. In case of death, the Company may also have an autopsy done, where it is not forbidden by law. Any such exam or autopsy will be at the Company's expense.

TIME OF PAYMENT OF CLAIMS. Any benefits payable under the Policy will be paid immediately after the Company receives complete proof of claim and confirms liability.

TO WHOM PAYABLE

Death. Any benefits payable for your death will be paid in accord with the Beneficiary, Facility of Payment and Settlement Options sections of the Policy. If the Policy includes Dependent Life Insurance; then any benefits payable for an insured Dependent's death will be paid to:

(1) you, if you survive that Dependent; or
(2) your Beneficiary, or in accord with the Facility of Payment section; if you do not survive that Dependent.

Dismemberment. If the Policy includes Accidental Death and Dismemberment Benefits; then any benefit, other than your death benefit, will be paid to you.

NOTICE OF CLAIM DECISION. The Company will send the claimant a written notice of its claim decision. If the Company denies any part of the claim; then the written notice will explain:

(1) the reason for the denial, under the terms of the Policy and any internal guidelines;
(2) whether more information is needed to support the claim; and
(3) how the claimant may request a review of the decision by the Company, or by the state Department of Insurance. It will include the address and phone number of their consumer complaint unit.

The Company will send this notice within 15 days after it receives complete proof of claim and enough information to determine liability. If reasonably possible, the Company will send it within:

(1) 90 days after receiving the first proof of a death or dismemberment claim; or
(2) 45 days after receiving the first proof of a claim for any Extension of Death Benefit available under the Policy.

Delay Notice. If the Company needs more than 15 days to process a claim, in a special case; then an extension will be permitted. If needed, the Company will send the claimant a written delay notice:

(1) by the 15th day after receiving the first proof of claim; and
(2) every 30 days after that, until the claim is resolved.

The notice will explain the special circumstances which require the delay, and when a decision can be expected. In any event, the Company must send written notice of its decision within:

(1) 180 days after receiving the first proof of a death or dismemberment claim; or
(2) 105 days after receiving the first proof of a claim for any Extension of Death Benefit available under the Policy.

If the Company fails to do so; then there is a right to an immediate review, as if the claim was denied.

Exception: If the Company needs more information from the claimant to process a claim; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for claim processing.

REVIEW PROCEDURE. The claimant may request a claim review, within:

(1) 60 days after receiving a denial notice of a death or dismemberment claim; or
(2) 180 days after receiving a denial notice of a claim for any Extension of Death Benefit available under the Policy.

To request a review, the claimant must send the Company a written request, and any written comments or other items to support the claim. The claimant may review certain non-privileged information relating to the request for review.

Notice of Decision. The Company will review the claim and send the claimant a written notice of its decision. The notice will explain the reasons for the Company's decision, under the terms of the Policy and any internal guidelines. If the Company upholds the denial of all or part of the claim; then the notice will also describe:

(1) any further appeal procedures available under the Policy;
(2) the right to access relevant claim information; and
(3) the right to request a state insurance department review, or to bring legal action.

For a death or dismemberment claim, the notice will be sent within 60 days after the Company receives the request for review; or within 120 days, if a special case requires more time. For a claim for any Extension of Death Benefit available under the Policy, the notice will be sent within 45 days after the Company receives the request for review; or within 90 days, if a special case requires more time.

Delay Notice. If the Company needs more time to process an appeal, in a special case; then it will send the claimant a written delay notice, by the 30th day after receiving the request for review. The notice will explain:

(1) the special circumstances which require the delay;
(2) whether more information is needed to review the claim; and
(3) when a decision can be expected.

Exception: If the Company needs more information from the claimant to process an appeal; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for appeal processing.

Claims Subject to ERISA (Employee Retirement Income Security Act of 1974**).** Before bringing a civil legal action under the federal labor law known as ERISA, an employee benefit plan participant or beneficiary must exhaust available administrative remedies. Under the Policy, the claimant must first seek two administrative reviews of the adverse claim decision, in accord with this section. If an ERISA claimant brings legal action under Section 502(a) of ERISA after the required reviews; then the Company will waive any right to assert that he or she failed to exhaust administrative remedies.

RIGHT OF RECOVERY. If benefits have been overpaid on any claim; then full reimbursement to the Company is required within 60 days. If reimbursement is not made; then the Company has the right to:

(1) reduce future benefits until full reimbursement is made; and
(2) recover such overpayments from you, or from your Beneficiary or estate.

Such reimbursement is required whether the overpayment is due to fraud, the Company's error in processing a claim, or any other reason.

LEGAL ACTIONS. No legal action to recover any benefits may be brought until 60 days after the required written proof of claim has been given. No such legal action may be brought more than three years after the date written proof of claim is required.

COMPANY'S DISCRETIONARY AUTHORITY. Except for the functions that the Policy clearly reserves to the Group Policyholder or Employer, the Company has the authority to:

(1) manage the Policy and administer claims under it; and
(2) interpret the provisions and resolve questions arising under the Policy.

The Company's authority includes (but is not limited to) the right to:

(1) establish and enforce procedures for administering the Policy and claims under it;
(2) determine your eligibility for insurance and entitlement to benefits;
(3) determine what information the Company reasonably requires to make such decisions; and
(4) resolve all matters when a claim review is requested.

Any decision the Company makes, in the exercise of its authority, shall be conclusive and binding; subject to your or your Beneficiary's rights to:

(1) request a state insurance department review; or
(2) bring legal action.

NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

- **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent.

Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

- **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

- **Life Insurance, Annuities and Structured Settlement Annuities**

  For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

  - Life Insurance

    80% of death benefits but not to exceed $300,000

    80% of cash surrender or withdrawal values but not to exceed $100,000

  - Annuities and Structured Settlement Annuities

    80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed $250,000

  The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is $300,000, regardless of the number of policies or contracts covering the individual.

- **Health Insurance**

  The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is $546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website www.califega.org.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C)

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org, or contact either of the following:

California Life and Health Insurance
Guarantee Association
P.O Box 16860
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles, CA 90013
(800) 927- 4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

SUMMARY PLAN DESCRIPTION

The following information together with your group insurance certificate issued to you by The Lincoln National Life Insurance Company of Fort Wayne, Indiana, is the Summary Plan Description required by the Employee Retirement Income Security Act of 1974 to be distributed to participants in the Plan. This Summary Plan Description is only intended to provide an outline of the Plan's benefits. The Plan Document will govern if there is any discrepancy between the information contained in this Description and the Plan.

The name of the Plan is: Accidental Death and Dismemberment Insurance for Employees of NantMedia Holdings, LLC, dba California Times..

The name, address and ZIP code of the Sponsor of the Plan is: NantMedia Holdings, LLC, dba California Times, 2300 E Imperial Hwy, El Segundo, CA, 90245.

Employer Identification Number (EIN): 82-4402852 IRS Plan Number: 501

The name, business address, ZIP code and business telephone number of the Plan Administrator is: NantMedia Holdings, LLC, dba California Times, 2300 E Imperial Hwy, El Segundo, CA, 90245, (424) 237-5139.

The Plan Administrator is responsible for the administration of the Plan and is the designated agent for the service of legal process for the Plan. Functions performed by the Plan Administrator include: the receipt and deposit of contributions, maintenance of records of Plan participants, authorization and payment of Plan administrative expenses, selection of the insurance consultant, selection of the insurance carrier and assisting The Lincoln National Life Insurance Company. The Lincoln National Life Insurance Company has the sole discretionary authority to determine eligibility and to administer claims in accord with its interpretation of policy provisions, on the Plan Administrator's behalf.

Type of Administration. The Plan is administered directly by the Plan Administrator with benefits provided in accordance with provisions of the group insurance policy issued by The Lincoln National Life Insurance Company whose Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska.

Type of Plan. The benefits provided under the Plan are: Group Accidental Death and Dismemberment

Type of Funding Arrangement: The Lincoln National Life Insurance Company

All employees are given a Certificate of Group Insurance which contains a detailed description of the Benefits. The Certificate also contains the Schedule of Insurance which includes the AD&D Principal Sum, Dependent amounts (if any), Waiting Period and age reduction information. If your Booklet, Certificate or Schedule of Insurance has been misplaced, you may obtain a copy from the Plan Administrator at no charge.

Eligibility. Full-time employees working at least 30 hours per week.

Employees become eligible on the first of the month coinciding with or next following active full-time employment.

Contributions. You are required to make contributions for AD&D Insurance.

The Plan's fiscal year ends on: December 31st of each year.

The name and section of relevant Collective Bargaining Agreements: None

The name, title and address of each Plan Trustee: None

Loss of Benefits. The Plan Administrator may terminate the policy, or subject to The Lincoln National Life Insurance Company's approval, may modify, amend or change the provisions, terms and conditions of the policy. Coverage will also terminate if the premiums are not paid when due. No consent of any Insured Person or any other person referred to in the policy will be required to terminate, modify, amend or change the policy. See your Plan Administrator to determine what, if any, arrangements may be made to continue your coverage beyond the date you cease active work.

Claims Procedures. You may obtain claim forms and instructions for filing claims from the Plan Administrator or from the Group Insurance Service Office of The Lincoln National Life Insurance Company. To expedite the processing of your claim, instructions on the claim form should be followed carefully; be sure all questions are answered fully. In accordance with ERISA, The Lincoln National Life Insurance Company will send you or your beneficiary a written notice of its claim decision within:

- 90 days after receiving the first proof of a death or dismemberment claim (180 days under special circumstances).

If a claim is partially or wholly denied, this written notice will explain the reason(s) for denial, how a review of the decision may be requested, and whether more information is needed to support the claim. You, or another person on your behalf, may request a review of the claim by making a written request to The Lincoln National Life Insurance Company within:

- 60 days after receiving a denial notice of a death or dismemberment claim.

This written request for review should state the reasons why you feel the claim should not have been denied and should include any additional documentation to support your claim. You may also submit for consideration additional questions or comments you feel are appropriate, and you may review certain non-privileged information relating to the request for review. The Lincoln National Life Insurance Company will make a full and fair review of the claim and provide a final written decision to you or your beneficiary within:

- 60 days after receiving the request for a review of a death or dismemberment claim (120 days under special circumstances).

If more information is needed to resolve a claim, the information must be supplied within 45 days after requested. Any resulting delay will not count toward the above time limits for claims or appeals processing. Please refer to your certificate of insurance for more information about how to file a claim, how to appeal a denied claim, and for details regarding the claims procedures.

Statement of ERISA Rights

The following statement of ERISA rights is required by federal law and regulation. As a participant in this plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series), if any, filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series), if any, and updated summary plan description. The administrator may make a reasonable charge for copies.

Receive a summary of the plan's annual financial report if the plan covers 100 or more participants. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries. In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights. If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions. If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need

assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (listed in your telephone directory) or contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Lincoln Financial Group

Lincoln Financial Group® Privacy Practices Notice

The Lincoln Financial Group companies* are committed to protecting your privacy. To provide the products and services you expect from a financial services leader, we must collect personal information about you. We do not sell your personal information to third parties. This Notice describes our current privacy practices. While your relationship with us continues, we will update and send our Privacy Practices Notice as required by law. Even after that relationship ends, we will continue to protect your personal information. You do not need to take any action because of this Notice, but you do have certain rights as described below.

We are committed to the responsible use of information and protecting individual privacy rights. As such, we look to leading data protection standards to guide our privacy program. These standards include collecting data through fair and lawful means, such as obtaining your consent when appropriate.

Information we may collect and use

We collect personal information about you to help us identify you as a consumer, our customer, or our former customer; to process your requests and transactions; to offer investment or insurance services to you; to pay your claim; to analyze in order to enhance our products and services; to tell you about our products or services we believe you may want and use; and as otherwise permitted by law. The type of personal information we collect depends on your relationship and on the products or services you request and may include the following:

- **Information from you:** When you submit your application or other forms, you give us information such as your name, address, Social Security number; and your financial, health, and employment history. We may also collect voice recordings or biometric data for use in accordance with applicable law.
- **Information about your transactions:** We maintain information about your transactions with us, such as the products you buy from us; the amount you paid for those products; your account balances; payment details; and your payment and claims history.
- **Information from outside our family of companies**: If you are applying for or purchasing insurance products, we may collect information from consumer reporting agencies, such as your credit history; credit scores; and driving and employment records. With your authorization, we may also collect information (such as medical information, retirement information, and information related to Social Security benefits), from other individuals or businesses.
- **Information from your employer**: If your employer applies for or purchases group products from us, we may obtain information about you from your employer or group representative in order to enroll you in the plan.

How we use your personal information

We may share your personal information within our companies and with certain service providers. They use this information to process transactions you, your employer, or your group representative have requested; to provide customer service; to analyze in order to evaluate or enhance our products and services; to gain customer insight; to provide education and training to our workforce and customers; and to inform you of products or services we offer that you may find useful. Our service providers may or may not be affiliated with us. They include financial service providers (for example, third party administrators; broker-dealers; insurance agents and brokers, registered representatives; reinsurers and other financial services companies with whom we have joint marketing agreements). Our service providers also include non-financial companies and individuals (for example, consultants; vendors; and companies that perform marketing services on our behalf). Information we obtain from a report prepared by a service provider may be kept by the service provider and shared with other persons; however, we require our service providers to protect your personal information and to use or disclose it only for the work they are performing for us, or as permitted by law. We may execute agreements with our service providers that permit the service provider to process your personal information outside of the United States, when not prohibited by our contracts and permitted by applicable law.

When you apply for one of our products, we may share information about your application with credit bureaus. We also may provide information to group policy owners or their designees (for example, to your employer for employer-sponsored plans and their authorized service providers), regulatory authorities and law enforcement officials, and to other non-affiliated or affiliated parties as permitted by law. In the event of a sale of all or part of our businesses, we may share customer information as part of the sale. **We do not sell or release your information to outside marketers who may want to offer you their own products and services; nor do we release information we receive about you from a consumer reporting agency. You do not need to take any action for this benefit.**

Security of information

We have an important responsibility to keep your information safe. We use safeguards to protect your information from unauthorized disclosure. Our employees are authorized to access your information only when they need it to perform their job responsibilities. Employees who have access to your personal information are required to keep it confidential. Employees are required to complete privacy training annually.

Your rights regarding your personal information

This Privacy Notice describes how you can exercise your rights regarding your personal information. Lincoln complies with all applicable laws and regulations regarding the provision of personal information. The rights provided to you in this Privacy Notice will be administered in accordance with your state's specific laws and regulations.

Access to personal information: You must submit a written request to receive a copy of your personal information. You may see your personal information in person, or you may ask us to send you a copy of your personal information by mail or electronically, whichever you prefer. We will need to verify your identity before we process the request. Within 30 business days of receiving your request, we will, depending on the specific request you make, (1) inform you of the nature and substance of the recorded personal information we have about you; (2) permit you to obtain a copy of your personal information; and (3) provide the identity (if recorded) of persons to whom we disclosed your personal information within two years prior to the request (if this information is not recorded, we will provide you with the names of those insurance institutions, agents, insurance support organizations or other persons to whom such information is normally disclosed). If you request a copy of your information by mail, we may charge you a fee for copying and mailing costs.

Changes to personal information: If you believe that your personal information is inaccurate or incomplete, you may ask us to correct, amend, or delete the information. Your request must be in writing and must include the reason you are requesting the change. We will respond within 30 business days from the date we receive your request.

If we make changes to your records as a result of your request, we will notify you in writing and we will send the updated information, at your request, to any person who may have received your personal information within the past two years. We will also send the updated information to any insurance support organization that gave us the information and any insurance support organization that systematically received personal information from us within the prior 7 years unless that support organization no longer maintains your personal information.

If we deny your request to correct, amend or delete your information, we will provide you with the reasons for the denial. You may write to us and concisely describe what you believe our records should say and why you disagree with our denial of your request to correct, amend, or delete that information. We will file this communication from you with the disputed information, identify the disputed information if it is disclosed, and provide notice of the disagreement to the persons and in the manner described in the paragraph above.

Basis for adverse underwriting decision: You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate, or terminate your coverage.

Your state may provide for additional privacy protections under applicable laws. We will protect your information in accordance with these additional protections.

If you would like to act upon your rights regarding your personal information, please provide your full name, address and telephone number and either email your inquiry to our Data Subject Access Request Team at DSAR@lfg.com or mail to: Lincoln Financial Group, Attn: Corporate Privacy Office, 1301 South Harrison St., Fort Wayne, IN 46802. The DSAR@lfg.com email address should only be used for inquiries related to this Privacy Notice. For general account service requests or inquiries, please call 1-877-ASK-LINC.

*This information applies to the following Lincoln Financial Group companies:

First Penn-Pacific Life Insurance Company
Lincoln Financial Distributors, Inc.
Lincoln Financial Group Trust Company
Lincoln Investment Advisors Corporation
Lincoln Life & Annuity Company of New York
Lincoln Life Assurance Company of Boston
Lincoln Retirement Services Company, LLC
Lincoln Variable Insurance Products Trust
The Lincoln National Life Insurance Company

**This Notice is effective 14 calendar days after it is made available on Lincoln's website, www.LFG.com/privacy.