

**Group Life  
Insurance Certificate**

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City of Albuquerque

## **IMPORTANT NOTICES**

If you reside in one of the following states, please read the important notices below:

**Arizona, Florida and Maryland residents:**

**The group policy is issued in the state of Delaware and will be governed by its laws. If you reside in a state other than Delaware, this certificate of insurance may not provide all of the benefits and protections provided by the laws of your state. PLEASE READ YOUR CERTIFICATE CAREFULLY.**

**Texas residents:**

**IMPORTANT NOTICE:** To obtain information or make a complaint:

You may call the toll-free telephone number for information or to make a complaint at 1-800-547-5515.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:

P O Box 149091  
Austin, TX 78714-9104  
FAX # (512) 475-1771

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the agent or company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**AVISO IMPORTANTE:** Para solicitar información o presentar una queja:

Usted puede llamar al numero de telefono gratis para información o para someter una queja al 1-800-547-5515.

Puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas llamando al 1-800-252-3439.

También puede escribir al Texas Department of Insurance (Departamento de Seguros de Texas):

P O Box 149091  
Austin, TX 78714-9104  
FAX: (512) 475-1771

**CONFLICTOS POR PRIMAS O RECLAMACIONES:** En caso de tener un conflicto relacionado con su prima o una reclamación, debe comunicarse primero con el agente o la compañía. Si el conflicto no se resuelve, usted puede comunicarse con el Departamento de Seguros de Texas.

## NOTICE

**Benefits paid under the Accelerated Benefits provision will reduce the Death Benefit payable for life insurance.**

**Benefits payable under the Accelerated Benefits provision may be taxable. If so, the Employee or the Employee's beneficiary may incur a tax obligation. As with all tax matters, an Employee should consult with a personal tax advisor to assess the impact of this benefit. Accelerated Benefits are not payable if life insurance coverage under the Policy is not in force.**

TL-004788

## **FOREWORD**

**Life insurance provides individuals and their families with financial protection. The Life Insurance Benefit described in this booklet will help secure your family's financial security in the event of your death.**

**The need for life insurance protection depends on individual circumstances and financial situations. Your Employer is offering you the opportunity to purchase this insurance to make your benefit program more comprehensive and responsive to your needs.**

**The following pages describe the main provisions of the group term life insurance plan available to you.**

**Any insurance benefit described in the following pages will apply to you only if you have elected that benefit and have authorized payroll deduction for the required premium.**

**LIFE INSURANCE COMPANY OF NORTH AMERICA**  
1601 CHESTNUT STREET  
PHILADELPHIA, PA 19192-2235  
(800) 732-1603 TDD (800) 552-5744  
**A STOCK INSURANCE COMPANY**

**GROUP INSURANCE  
CERTIFICATE**

We, the LIFE INSURANCE COMPANY OF NORTH AMERICA, have issued a Group Policy, FLX-980018, to TRUSTEE OF THE NATIONAL CONSUMER INSURANCE TRUST on behalf of City of Albuquerque.

This certificate describes the benefits and basic provisions of your coverage. You should read it with care so you will understand your coverage.

This is not the insurance contract. It does not waive or alter any of the terms of the Policy. If questions arise, the Policy will govern. You may examine the Policy at the office of the Policyholder or the Administrator.

This certificate replaces any and all certificates which may have been issued to you in the past under the Policy.



Matthew G. Manders, President

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## **SCHEDULE OF BENEFITS**

**Policy Effective Date:** July 1, 2004  
**Certificate Effective Date:** July 1, 2010  
**Policy Anniversary Date:** July 1  
**Policy Number:** FLX-980018

### **Class Definition**

You are eligible for insurance if you are a member of the class defined below.

All active, Full-time Employees of the Employer regularly working a minimum of 20 hours per week.

### **Your Eligibility Waiting Period**

The Eligibility Waiting Period is the period of time you must be in Active Service to be eligible for coverage. It will be extended by the number of days you are not in Active Service.

If you were hired on or before the Policy Effective Date:  
No Waiting Period.

Employees who were covered or were eligible to be covered under the Prior Plan are eligible for coverage immediately.

If you were hired after the Policy Effective Date:  
No Waiting Period.

## **LIFE INSURANCE BENEFITS**

### **Employee Benefits**

<b>Amount of Insurance</b>	An amount elected in units of \$10,000
<b>Guaranteed Issue Amount:</b>	\$250,000, or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
<b>Maximum Benefit:</b>	\$500,000
<b>Age Based Reductions</b>	When you are age 70 or older, your Life Insurance Benefit will reduce to: 50% of the Life Insurance Benefit at age 70
<b>Terminal Illness Benefit</b>	
<b>Maximum Benefit:</b>	\$250,000

### Re-solicitation Period

During a Re-solicitation Period, if you are currently insured under the Voluntary Life Insurance portion of this Policy, you may increase your Life Insurance Benefits, and if you are eligible for the Voluntary Life Insurance portion of this Policy but have not previously enrolled, you may become insured under the Policy, by satisfying the Insurability Requirement. Your insurance will be effective on the date we agree in writing to insure you.

You may reduce Insurance Benefits at any time. A request for a Benefit reduction received during a Re-solicitation Period will become effective on the Policy Anniversary following the Re-solicitation Period. Any other Benefit reduction will be effective on the date the Employer receives the completed change form.

### Life Status Change

Within 31 days after a Life Status Change, if you are currently insured under the Voluntary Life Insurance portion of this Policy, you may increase your Voluntary Life Insurance Benefits by one benefit level without satisfying the Insurability Requirement, and if you are eligible for the Voluntary Life Insurance portion of this Policy but have not previously enrolled, you may become insured under the Policy for one benefit level without satisfying the Insurability Requirement. Your insurance will be effective on the date we agree in writing to insure you.

### Spouse/Domestic Partner Benefits

Amount of Insurance	An amount elected in units of \$10,000
Guaranteed Issue Amount:	
<u>Your Coverage Amount</u>	<u>Spouse/Domestic Partner</u>
<u>\$0 to \$40,000</u>	<u>Guaranteed Issue Amount</u>
	None or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
\$50,000 to \$90,000	\$10,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
\$100,000 to \$140,000	\$20,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
\$150,000 to \$190,000	\$30,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
\$200,000 to \$240,000	\$40,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
\$250,000 to \$500,000	\$50,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	\$500,000

A Spouse who was formerly insured as an Employee and whose coverage ends due to termination of employment with the Employer can be insured as a Spouse for the amount he or she was insured for as an Employee on the date prior to his or her termination date, without satisfying the Insurability Requirement, up to the Spouse Maximum Benefit amount.

Terminal Illness Benefit	
Maximum Benefit:	\$250,000

**Dependent Child Benefits**

Amount of Insurance	An amount elected in units of \$2,500
Maximum Benefit:	\$10,000
	The Maximum Benefit for a Dependent Child who is less than 6 months old is \$500.

**ACCIDENT INSURANCE BENEFITS**

**Employee Benefits**

Amount of Insurance	\$20,000
Age Based Reductions	Accident Insurance Benefits will reduce the same as Life Insurance Benefits

**Spouse/Domestic Partner Benefits**

Amount of Insurance	\$20,000
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## WHO IS ELIGIBLE

### Classes of Eligible Persons

A person may be insured only once under the Policy, even though he or she may be eligible under more than one class.

### Employee

If you qualify under the Class Definition shown in the Schedule of Benefits, you are eligible to be insured under the Policy on the Policy Effective Date, or the day after you complete the applicable Eligibility Waiting Period, if later. The Eligibility Waiting Period will not apply if you are in Active Service on the Policy Effective Date and you satisfied the Eligibility Waiting Period, if any, of the Prior Plan. Credit will be given for any time you satisfied.

If you have previously converted your insurance under the Policy, you will not become eligible until your converted policy is surrendered. This does not apply to any amount of insurance that was previously converted under the Policy due to a reduction in your Life Insurance Benefits based on age or a change in class unless those conditions no longer affect the amount of insurance available to you.

Except as noted in the Reinstatement Provision, if you terminate coverage and later wish to reapply, or if you are a former Employee who is rehired, a new Eligibility Waiting Period must be satisfied. You are not required to satisfy a new Eligibility Waiting Period, if insurance ends because you are no longer in a Class of Eligible Employees, but continue to be employed by the Employer, and within one year you become a member of an eligible class.

### Spouse/Domestic Partner

Your Spouse/Domestic Partner is eligible to be insured on the date you are eligible or the date he or she becomes your Spouse/Domestic Partner, if later.

For eligibility purposes, your Spouse must be a lawful Spouse and not legally separated from, divorced from, or widowed by you. He or she must be under age 75 to be eligible.

### Dependent Child

Your Dependent Child is eligible to be insured on the date you are eligible or the date the child becomes a Dependent Child, if later.

In no event will a Dependent Child be eligible to be insured more than once under the Policy.

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## WHEN COVERAGE BEGINS

If you are required to contribute to the cost of this insurance, you may elect insurance for yourself, your Spouse/Domestic Partner and Dependent Children only by authorizing payroll deduction in a form approved by the Employer and us. The effective date of this insurance depends on the date and amount of insurance elected.

If you elect coverage within 31 days after you become eligible to enroll or increase coverage, the Guaranteed Issue Amount will be effective on the latest of the following dates:

1. The Policy Effective Date.
2. The date you authorize payroll deduction for this insurance.
3. The date of hire if the completed enrollment form is received by the Employer by Friday following the date of hire. Otherwise, the first day of the pay period following the date the Employer receives the completed enrollment form.

If you elect insurance in an amount that exceeds the Guaranteed Issue Amount or if your enrollment form is received more than 31 days after you become eligible to elect coverage, this insurance is effective on the date we agree in writing to provide this coverage. We will require an eligible person to satisfy the Insurability Requirement before we agree to insure him or her.

If coverage for a Dependent Child is in force and you acquire another Dependent Child, coverage for that child is effective on the date he or she qualifies as a Dependent Child.

If you, your Spouse/Domestic Partner or Dependent Children are not in Active Service on the date insurance would otherwise go into effect, it will be effective on the date you, your Spouse/Domestic Partner or Dependent Children return to Active Service.

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### **WHEN COVERAGE ENDS**

Coverage will end on the earliest of the following dates:

1. the date you are eligible for coverage under a plan intended to replace this coverage;
2. the date we terminate the Policy;
3. the date you, your Spouse/Domestic Partner or Dependent Children are no longer in an eligible class;
4. the date coinciding with the end of the last period for which required premiums are paid;
5. the date you are no longer in Active Service;
6. for an Employee, Spouse/Domestic Partner or Dependent Child, the date the Employer cancels participation under the Policy; and
7. the date your coverage ends, for any insured Spouse/Domestic Partner or Dependent Child.

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### **WHEN COVERAGE CONTINUES**

#### **Continuation for Temporary Leave of Absence or Family Medical Leave**

If you are an Employee and your Active Service ends due to an Employer approved leave of absence or family medical leave, your insurance will continue if the required premium is paid.

In these circumstances, your insurance may continue as follows.

1. For an Employer approved leave of absence, up to 12 months.
2. For an Employer approved family medical leave, up to 12 weeks.

#### **Waiver of Premium**

If you are an Employee under age 60 and your Active Service ends due to Disability, Life Insurance Benefits will continue for you, your Spouse/Domestic Partner and Dependent Children, if any until the earliest of the following dates.

1. The date you are no longer Disabled.
2. The day after the end of the period for which required premiums are paid.
3. The date you no longer qualify for Waiver of Premium.
4. To Age 65.

If you die while premiums are waived, we will pay a Death Benefit only if due proof of continuous Disability is received within one year of your death.

In order to qualify for Waiver of Premium, you must submit due proof that you have been Disabled for 9 months. Such proof must be submitted to us no later than 12 months from the date your Active Service ends. Premiums will be waived from the date the Insurance Company agrees in writing to waive your premiums. After premiums have been waived for 12 months, they will be waived for future periods of 12 months if you remain Disabled and submit due proof that your Disability continues. Satisfactory proof must be submitted to us 3 months before the end of the 12 month period.

The Death Benefit will be equal to the Life Insurance Benefit in effect on the date you became Disabled. However, this benefit will be subject to the provisions of the Policy that reduce or terminate coverage because of age, retirement, acceleration or a change in eligible class. Automatic increases in Life Insurance Benefits will end while premiums are waived.

#### *Termination of Waiver*

Your insurance will end on the earliest of the following dates.

1. The date you are no longer Disabled.
2. The date you refuse to submit to any physical examination required by us.
3. The last day of the 12 month period of Disability during which you fail to submit satisfactory proof of your continued Disability.
4. To Age 65.

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## **WHAT IS COVERED**

### **LIFE INSURANCE BENEFITS**

#### **Death Benefit**

If an Insured dies, we will pay the Life Insurance Benefit in force for that Insured on the date of his or her death.

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#### **Domestic Partner Benefit**

We will pay a Domestic Partner Benefit if your Domestic Partner suffers a covered loss and the following conditions are met.

1. You have not been married to any person within the past 12 months.
2. Your Domestic Partner is the only person meeting the Policy's definition of "Domestic Partner" with respect to you.
3. You and your Domestic Partner furnish a notarized affidavit or signed statement reflecting these requirements, and an agreement to notify us, if the requirements cease to be met, on a form acceptable to us.

The amount of insurance that applies to a Domestic Partner is shown in the Schedule of Benefits.

Death benefits with respect to any Domestic Partner will be payable to you or to the beneficiary chosen by the Domestic Partner. If no beneficiary is named, benefits are payable to you.

"Domestic Partner" means a person of the same or opposite sex, who meets all of the following criteria.

1. He or she shares your permanent residence.
2. He or she has resided with you for at least one year and is expected to continue to reside with you indefinitely.

3. He or she is financially interdependent with you in each of the following ways.
  - a. You hold one or more credit or bank accounts, including a checking account, as joint owners.
  - b. You own or lease their permanent residence as joint tenants.
  - c. The Domestic Partner has named or is named by you, as a beneficiary of life insurance or under a will.
  - d. You have each agreed in writing to assume financial responsibility for the welfare of the other.
4. You have signed a domestic partner declaration if you reside in a jurisdiction that provides for domestic partner declarations.
5. Neither of you have signed a domestic partner declaration with any other person within the last 12 months.
6. Neither of you is less than 18 years of age nor more than 75 years of age.
7. Neither of you is currently legally married to any other person.
8. Neither of you is a blood relative any closer than would prohibit legal marriage.

To obtain insurance for a Domestic Partner, you must request coverage in writing and agree to make any required premium contributions.

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#### **Accelerated Benefits**

Any benefits payable under this Accelerated Benefits provision will reduce the Death Benefit payable for Life Insurance. Any automatic increases in Life Insurance Benefits will end when benefits are payable under this provision.

#### ***Terminal Illness Benefit***

We will pay a Terminal Illness Benefit if we determine you or your Spouse/Domestic Partner are Terminally Ill. The amount of this benefit is 50% of the Life Insurance Benefit in effect for you or your Spouse/Domestic Partner on the date we determine you are Terminally Ill up to the Maximum Benefit Amount shown in your Schedule of Benefits for this option. The Terminal Illness Benefit is payable only once in an Insured's lifetime.

#### ***Determination of Terminal Illness***

For the purpose of determining the existence of a Terminal Illness, we will require you to submit the following proof.

1. A written diagnosis and prognosis by two Physicians licensed to practice in the United States.
2. Supportive evidence satisfactory to us, including but not limited to radiological, histological or laboratory reports documenting the Terminal Illness.

We may require, at our expense, you to be examined and a review of the documented evidence by a Physician of our choice.

"Terminal Illness" means a person is diagnosed by a Physician to have a prognosis of 12 months or less to live.

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### **Conversion Privilege for Life Insurance**

If coverage ends for any reason except non-payment of premium, any Insured may apply for a conversion policy of life insurance.

The conversion insurance may be a type of life insurance currently being offered for conversion by us at your age and in the amount requested. It may not be term insurance and it may not be for an amount greater than the Life Insurance Benefits in force under the Policy. Conversion life insurance will not provide accident, disability or other benefits.

However, if coverage ends because the Policy is terminated or amended to terminate any class of Insureds, or the Employer cancels participation under the Policy, coverage cannot be converted unless you have been insured under the Policy for at least 3 years. In this case, the amount of conversion insurance will be the lesser of Life Insurance Benefit in force under the Policy or \$10,000.

To apply for conversion insurance, you must submit an application to us and pay the required premium within 31 days after coverage under the Policy ends. Evidence of insurability is not required. Premium for the conversion insurance will be based on your age and class of risk and the type and amount of coverage issued.

Conversion insurance will become effective on the 31st day after the date coverage under the Policy ends, if your application is received by us and the required premium is paid on that date.

If you die during the 31 day conversion period, the Death Benefit will be paid under the Policy regardless of whether you applied for conversion insurance. If a conversion policy is issued, it will be in exchange for any benefits payable for that type and amount of insurance under the Policy.

#### *Extension of Conversion Period*

If you are eligible for conversion insurance and are not notified of this right at least 15 days prior to the end of the 31 day conversion period, the conversion period will be extended. You will have 15 days from the date notice is given to apply for conversion insurance. In no event will the conversion period be extended beyond 90 days. Notice, for the purpose of this section, means written notice presented to you by your Employer or mailed to your last known address as reported by your Employer.

If you die during the extended conversion period, but more than 31 days after your coverage under the Policy terminates, Life Insurance Benefits will not be paid under the Policy. If your application for conversion insurance is received by us and the required premium is paid, Life Insurance Benefits will be payable under the conversion insurance.

#### *Prior Conversion Limitation*

If you are covered under a life insurance conversion policy previously issued by us under the Policy, you will not be eligible to exercise this Conversion Privilege unless the prior coverage has ended. This does not apply to any amount of insurance that was previously converted under the Policy due to a reduction in your Life Insurance Benefits based on age or a change in class.

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### **LIFE INSURANCE EXCLUSIONS**

If an Insured commits suicide, while sane or insane, within 2 years from the date the Insured's insurance under the Policy becomes effective, Life Insurance Benefits will be limited to a refund of the premiums paid on the Insured's behalf. The suicide exclusion applies from the effective date of any additional benefits or increases in Life Insurance Benefits.

Except for any amount of benefits in excess of the Prior Plan's benefits, this exclusion will not apply to you if you were covered under the Prior Plan for more than two years. If you were not insured for two years under the Prior Plan, credit will be given for the time you were insured.

If a Dependent Child commits suicide and is survived by other Dependent Children covered under your certificate, no refund of premiums will be paid.

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### ACCIDENT INSURANCE BENEFITS

If you are an Employee and insured under the Policy for Accident Insurance on the date of an Accident, we will pay the Accident Insurance Benefits for a loss shown in the Schedule of Losses. If more than one loss results from the same Accident, we will pay only the largest Benefit Amount to which you are entitled. The loss must be a result of bodily Injuries caused directly, and from no other causes, by an Accident, and must occur within 365 days of the Accident.

<b>Schedule of Losses</b>	<b>Benefit Amount</b>
Life, or Two Members .....	100%
One Member .....	50%
Thumb and Index Finger of the Same Hand .....	25%

"Member" means a hand, foot or the entire sight of an eye. Loss of a hand or foot means complete Severance through or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

"Severance" means the complete separation and dismemberment of the part from the body.

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### ACCIDENT INSURANCE EXCLUSIONS

We will not pay Accident Insurance Benefits for a loss which in any way results from any of the following circumstances.

1. Suicide, attempted suicide or intentionally self-inflicted Injury, while sane or insane (Except in Missouri, this applies only while sane).
2. Sickness, disease or bodily infirmity; medical or surgical treatment; or bacterial or viral infection, no matter how contracted. (This does not include bacterial infection that is the natural and foreseeable result of an accidental bodily injury or accidental food poisoning.)
3. Full-time active duty for more than 30 days in any Armed Forces. (If you send proof of service, we will refund any premiums paid for coverage during this time. Reserve or National Guard active duty or training are not excluded unless it extends beyond 31 days.)
4. Commission of a felony.
5. Voluntary self-administration of any drug or chemical substance not prescribed by, and taken according to the directions of a doctor. (Accidental ingestion of a poisonous substance is not excluded.)
6. War or an act of war, whether or not declared.

7. Travel or flight in, or getting in or out of: an aircraft being used for test or experiment; an aircraft the Insured is flying, is learning to fly, or is part of the crew of; a military aircraft, other than transport aircraft flown by the U.S. Air Mobility Command (AMC) or a similar air transport service of another country; an aircraft owned or leased by or for the Employer, its subsidiaries or affiliates, or the Insured or a member of his household; an aircraft that does not have a valid FAA normal or transport type certificate of airworthiness; or an aircraft that is not flown by a pilot with a valid license.

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## **CLAIM PROVISIONS**

### **Notice of Claim**

Written notice of claim, or notice by any other electronic/telephonic means authorized by us, must be given to us within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written notice, or notice by any other electronic/telephonic means authorized by us, is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible. Notice can be given at our home office in Philadelphia, Pennsylvania or to our agent. Notice should include the Employer's name, the Policy Number and the claimant's name and address.

Written notice, or any other electronic/telephonic means authorized by us, of a diagnosis of a Terminal Illness on which claim is based must be given to us within 60 days after the diagnosis. If notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice, or any other electronic/telephonic means authorized by us, was given as soon as reasonably possible.

### **Claim Forms**

When we receive notice of claim, we will send claim forms for filing proof of loss. If we do not send claim forms within 15 days after notice is received by us, the proof requirements may be met by submitting, within the time required under the "Proof of Loss" section, written proof, or proof by any other electronic/telephonic means authorized by us, of the nature and extent of the loss.

### **Claimant Cooperation Provision**

If you fail to cooperate with us in our administration of your claim, we may terminate the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

### **Insurance Data**

The Employer is required to cooperate with us in the review of claims and applications for coverage. Any information we provide to the Employer in these areas is confidential and may not be used or released by the Employer if not permitted by applicable laws.

### **Proof of Loss**

You must provide written proof of loss to us, or proof by any other electronic/telephonic means authorized by us, within 90 days after the date of the loss for which a claim is made. If written proof of loss, or proof by any other electronic/telephonic means authorized by us, is not given in that 90 day period, the claim will not be invalidated nor reduced if it is shown that it was given as soon as was reasonably possible. In any case, written proof of loss, or proof by any other electronic/telephonic means authorized by us, must be given not more than one year after the 90 day period. If written proof of loss, or proof by any other electronic/telephonic means authorized by us, is provided outside of these time limits, the claim will be denied. These time limits will not apply due to lack of legal capacity.

Written proof, or any other electronic/telephonic means authorized by us, of loss for Accelerated Benefits must be furnished 90 days after the date of diagnosis. This proof must describe the occurrence, character and diagnosis for which claim is made.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If it is not reasonably possible to submit proof of loss within these time periods, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

### **Time of Payment**

Benefits due under the Policy for a loss, other than a loss for which the Policy provides installment payments, will be paid immediately upon receipt of due written proof of such loss.

Subject to the receipt of satisfactory written proof of loss, all accrued benefits for loss for which the Policy provides installment payments will be paid monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof, unless otherwise stated in the Description of Benefits.

### **To Whom Payable**

Death Benefits will be paid to the Insured's named beneficiary, if any, on file at the time of payment or to the certificate owner if alive. If there is no named beneficiary or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives: spouse; child or children; mother or father; brothers or sisters; or to the executors or administrators of the Insured's estate. We may reduce the amount payable by any indebtedness due.

All benefits payable under the Accelerated Benefits section are payable to the Insured, if living. If the Insured dies prior to the payment of an eligible claim for an Accelerated Benefit, benefits will be paid in accordance with the provisions applicable to the payment of Life Insurance proceeds, unless the Insured has directed us otherwise in writing. However, any payment made by us prior to notice of the Insured's death shall discharge us of any benefit that was paid.

All other benefits unless otherwise stated in the Policy, will be payable to the Insured or the certificate owner if other than the Insured.

Any other accrued benefits which are unpaid at your death may, at our option, be paid either to your beneficiary or to the executor or administrator of your estate.

If we pay benefits to the executor or administrator of your estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage whom we believe is equitably entitled. This good faith payment satisfies our legal duty to the extent of that payment.

### **Change of Beneficiary**

You may change your beneficiary at any time by giving written notice to the Employer or to us. The beneficiary's consent is not required for this or any other change which you may make unless your designation of beneficiary is irrevocable.

No change in beneficiary will take effect until the form is received by the Employer or us. When this form is received, it will take effect as of the date of the form. If you die before the form is received, we will not be liable for any payment that was made before receipt of the form.

### **Physical Examination and Autopsy**

We may, at our expense, exercise the right to examine any person for whom a claim is pending as often as we may reasonably require. Also, we may, at our expense, require an autopsy unless prohibited by law.

**Legal Actions**

No action at law or in equity may be brought to recover benefits under the Policy less than 60 days after written proof of loss, or proof by any other electronic/telephonic means authorized by us, has been furnished as required by the Policy. No such action shall be brought more than 3 years after the time satisfactory proof of loss is required to be furnished.

**Time Limitations**

If any time limit stated in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity, is less than that permitted by the law of the state in which you live when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.

**Physician/Patient Relationship**

You have the right to choose any Physician who is practicing legally. We will in no way disturb the Physician/patient relationship.

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**ADMINISTRATIVE PROVISIONS****Premiums**

The premiums for this Policy will be based on the rates currently in force, the plan and the amount of insurance in effect.

If an Insured's coverage amount is reduced due to acceleration of a Death Benefit, premium will be based on the amount of coverage in force on the day before the reduction took place. If the Insured's coverage amount is reduced due to his or her attained age, premium will be based on the amount of coverage in force on the day after the reduction took place.

**Your Grace Period**

If your required premium is not paid on the Premium Due Date, there is a 31 day grace period after each premium due date after the first. If the required premium is not paid during the grace period, insurance will end on the last day for which premium was paid.

**Reinstatement of Insurance**

Your coverage may be reinstated without satisfying the Insurability Requirement, if your insurance ends because you are on an unpaid leave of absence and you apply for Reinstatement within 31 days of your return to Active Service.

After your insurance ends, it may be reinstated at any date prior to five years after the date of termination if the following conditions are met.

1. The Policy is still in force.
2. You are eligible under the Policy.
3. You send us a written request for reinstatement and a new enrollment form.
4. The required premium is paid.
5. The Insurability Requirement, if applicable, is satisfied.

TL-004722

## GENERAL PROVISIONS

### **Incontestability**

All statements made by the Employer or by an Insured are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Insured's effective date of insurance, or from the effective date of any added or increased benefits, no such statement will cause insurance to be contested except for fraud or eligibility for insurance.

### **Misstatement of Age**

If an Insured's age has been misstated, we will adjust all benefits to the amounts that would have been purchased for the correct age.

### **Workers' Compensation Insurance**

The Policy is not in lieu of and does not affect any requirements for insurance under any Workers' Compensation Insurance Law.

### **Assignment of Benefits**

We will not be affected by the assignment of your certificate until the original assignment or a certified copy of the assignment is filed with us. We will not be responsible for the validity or sufficiency of an assignment. An assignment of benefits will operate so long as the assignment remains in force provided insurance under the Policy is in effect. This insurance may not be levied on, attached, garnisheed, or otherwise taken for a person's debts. This prohibition does not apply where contrary to law.

### **Clerical Error**

A person's insurance will not be affected by error or delay in keeping records of insurance under the Policy. If such an error is found, the premium will be adjusted fairly.

TL-004728

## DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

### **Accident**

The term Accident means a sudden, unforeseeable external event that causes you bodily Injury and occurs while your coverage is in force under the Policy.

### **Active Service**

If you are an Employee, you are in Active Service on a day which is one of your Employer's scheduled work days if either of the following conditions are met.

1. You are actively at work. This means you are performing your regular occupation for the Employer on a Full-time basis, either at one of the Employer's usual places of business or at some location to which the Employer's business requires you to travel.
2. The day is a scheduled holiday, vacation day or period of Employer approved leave of absence.

You are in Active Service on a day which is not one of the Employer's scheduled work days only if you were in Active Service on the preceding scheduled work day.

A person other than an Employee is considered in Active Service if he or she is able to perform all the activities another person of the same age and sex could normally perform and is not any of the following:

1. A patient in a hospital or hospice, or receiving outpatient care for chemotherapy or radiation therapy.
2. Confined at home under the care of a Physician for sickness or injury.

### **Dependent Child**

Your unmarried child if he or she meets the following requirements:

1. A child 14 days of age but less than 26 years old;
2. A child who is 26 or more years old, primarily supported by you and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to us within 31 days after the date the child ceases to qualify as a Dependent for the reasons listed above. During the next two years, we may, from time to time, require proof of the continuation of such condition and dependence. After that, we may require proof no more than once a year.

The term "child" means a child born to or legally adopted by you. It also means a child living with the Employee, and born to or legally adopted by the Employee's Spouse or Domestic Partner. It includes a child during any waiting period prior to the finalization of the child's adoption. It also means a stepchild living with you.

### **Disabled**

You are Disabled, if, because of Injury or Sickness, you are unable to perform all the material duties of any occupation for which you are or may reasonably become qualified based on your education, training or experience.

### **Employee**

For eligibility purposes, you are an Employee if you work for the Employer and are in one of the "Classes of Eligible Employees." Otherwise, you are an Employee if you are an employee of the Employer who is insured under the Policy.

### **Employer**

The Employer who has subscribed to the Policyholder and for the benefit of whose Employees this policy has been issued. The Employer, named as the Subscriber on the front of this Policy, includes any affiliates or subsidiaries covered under the Policy. The Employer is acting as your agent for transactions relating to this insurance. You shall not consider any actions of the Employer as actions of the Insurance Company.

### **Full-time**

Full-time means the number of hours set by the Employer as a regular work day for Employees in your eligibility class.

### **Injury**

Any accidental loss or bodily harm that results directly or independently from all other causes from an Accident.

### **Insurability Requirement**

An eligible person satisfies the Insurability Requirement for an amount of coverage on the day we agree in writing to accept you as insured for that amount. To determine a person's acceptability for coverage, we will require you to provide evidence of good health and may require it be provided at your expense.

**Insurance Company**

The Insurance Company underwriting the Policy is named on your certificate cover page. References to the Insurance Company have been changed to "we", "our", "ours", and "us" throughout the certificate.

**Insured**

You are an Insured if you are eligible for insurance under the Policy, insurance is elected for you, the required premium is paid and your coverage is in force under the Policy.

**Life Status Change**

A Life Status Change is an event recognized by the Employer's Flexible Benefits Plan as qualifying you to make changes in benefit selections at a time other than an Annual Enrollment Period.

If the Employer does not sponsor a Flexible Benefits Plan or if it is no longer in effect, the following events are Life Status Changes.

1. Marriage
2. Divorce, annulment or legal separation
3. Birth or adoption of a child
4. Death of your spouse/domestic partner
5. Termination of your spouse's/domestic partner's employment
6. A change in the benefit plan available to your spouse/domestic partner
7. A change in employment status for you or your spouse/domestic partner that affects your eligibility for benefits

**Physician**

Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to an Insured that is appropriate for the condition and locality. The term does not include you, your spouse, your immediate family (including parents, children, siblings, or spouses of any of the foregoing, whether the relationship derives from blood or marriage), or a person living in your household.

**Prior Plan**

The Prior Plan refers to the plan of insurance providing similar benefits to you, sponsored by the Employer and in effect directly prior to the Policy Effective Date.

**Sickness**

The term Sickness means a physical or mental illness.

**Spouse**

Your current lawful spouse under age 70.

## **IMPORTANT CHANGES FOR STATE REQUIREMENTS**

If you reside in one of the following states, please read the important changes below. The provisions of your certificate are modified for residents of the following states. The modifications listed apply only to residents of that state.

### **California Residents:**

#### **Conversion Privilege for Life Insurance**

Insured Employees and Insured Spouses may convert to an individual policy of life insurance for an amount not greater than the Conversion Amount shown below when the Policy ends, without regard to any requirement that the person be insured under the policy for a specified period of time, if all of the following apply.

- a. The Insured became Totally Disabled while covered for the Life Benefit of the Policy. Totally Disabled means the person is unable to perform all the material duties of any occupation for which he or she may reasonably be qualified based on training, education and experience.
- b. The Insured remained Totally Disabled until the Policy ended while covered for the Life Benefit of this Policy.
- c. The Policy does not provide a Waiver of Premium, Extended Death Benefit Provision or monthly payments to Totally Disabled Insureds for the Life Benefit.
- d. The person meets all other conditions for converting the insurance.

Conversion Amount - Insured's life insurance amount under the Policy on the date the Policy ends minus the amount for which the Insured is insured under a group policy that provides life coverage to employees of the Insured Employee's Employer covered under this Policy. The dollar limit that applies to the amount for conversion at Policy termination does not apply.

The requirement that the Insured be covered under the Policy for the stated number of years in order to convert life insurance does not apply.

### **Missouri residents:**

Suicide while insane is no defense to payment under the accidental death provisions of the Policy unless the Insurance Company can show that the Insured intended suicide when he or she applied for the insurance, regardless of any language to the contrary in the Policy. Suicide while sane is a defense.

Regardless of any language to the contrary in the Policy, suicide is no defense to payment of life insurance benefits. However, if an Insured commits suicide within 2 years from the date his or her insurance under the Policy becomes effective, and the Insurance Company can show that the Insured intended suicide at the time he or she applied for the insurance, life insurance benefits will be limited to a refund of premium paid on the Insured's behalf.

### **North Dakota residents:**

The Suicide exclusion, if any, is limited to one year from the effective date of insurance. The suicide exclusion with respect to any increase in death benefits which results from an application of the insured subsequent to the effective date, if any, is limited to one year from the effective date of the increase.

**Texas residents:**

The coverage amount for an Employee under all Employer-sponsored group life programs is limited to seven (7) times his or her salary, or \$250,000, whichever is greater. If the Employee's Spouse and/or Dependent Children are eligible for coverage, their coverage amounts are subject to the same limit.

**UNDERWRITTEN BY:  
LIFE INSURANCE COMPANY OF NORTH AMERICA  
a CIGNA company**

Class 1  
04/2012



**LIFE INSURANCE COMPANY OF NORTH AMERICA  
(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the National Consumer Insurance Trust  
Participating Subscriber: City of Albuquerque  
(herein called the Subscriber)

Policy No.: FLX-980018

This Amendment will be in effect on the Effective Date(s) shown below only for insured Employees in Active Service on that date. If an Employee is not in Active Service on the date his insurance would otherwise become effective, it will be effective on the date he returns to Active Service.

The Company and the Subscriber hereby agree that the Policy is amended as follows:

Effective July 1, 2005, the following shall be added to the list of Affiliates under the Policy:

Village of Bosque

Except for the above, this Amendment does not change the Policy in any way.

FOR THE COMPANY



By: Gregory H. Wolf, President

Date: September 12, 2005

Amendment No. 1

TL-004780

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the National Consumer Insurance Trust  
Participating Subscriber: City of Albuquerque  
(herein called the Subscriber)

Policy No.: FLX-980018

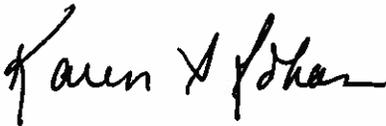
The Company and the Subscriber hereby agree that the Policy is amended as follows:

Effective July 1, 2006, the following affiliates, as outlined on the attached revised SCHEDULE OF AFFILIATES, are added under the Policy:

Village of San Ysidro  
Sandoval County Arroyo Flood Control Authority  
Cochiti Lake

Except for the above, this Amendment does not change the Policy in any way.

**FOR THE COMPANY**



By:

Karen S. Rohan, President

Date: June 27, 2006

Amendment No. 2

TL-004780

## **SCHEDULE OF AFFILIATES**

The following affiliates are covered under the Policy as of July 1, 2004.

**Affiliate Name**

**City of Albuquerque**

**Middle Rio Grande Conservancy District**

**Sandoval County**

**Town of Bernalillo**

**Village of Corrales**

**Village of Cuba**

**Village of Los Ranchos De Albuquerque**

**Village of Tijeras**

The following affiliate is covered under the Policy as of July 1, 2005.

**Affiliate Name**

**Village of Bosque**

The following affiliates are covered under the Policy as of July 1, 2006.

**Affiliate Name**

**Village of San Ysidro**

**Sandoval County Arroyo Flood Control Authority**

**Cochiti Lake**

TL-004776

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the National Consumer Insurance Trust  
Participating Subscriber: City of Albuquerque  
(herein called the Subscriber)

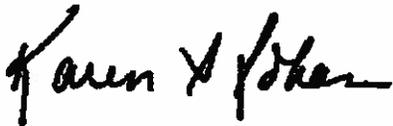
Policy No.: FLX-980018

The Company and the Subscriber hereby agree that the Policy is amended as follows:

Effective September 1, 2006, the Guaranteed Issue Amount under the Spouse/Domestic Partner Benefits is changed as outlined in the attached revised SCHEDULE OF BENEFITS FOR CLASS 1.

Except for the above, this Amendment does not change the Policy in any way.

FOR THE COMPANY



By:

Karen S. Rohan, President

Date: October 30, 2006

Revised Date: April 27, 2012

Amendment No. 3

TL-004780

## **SCHEDULE OF BENEFITS FOR CLASS 1**

### **Eligibility Waiting Period**

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: First day of the pay period coinciding with or next following date of hire.

Employees who were covered or were eligible to be covered under the Prior Plan are eligible for coverage immediately.

For Employees hired after the Policy Effective Date: First day of the pay period coinciding with or next following date of hire.

## **LIFE INSURANCE BENEFITS**

### **Employee Benefits**

Amount of Insurance An amount elected in units of \$10,000  
Guaranteed Issue Amount: \$250,000, or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan  
Maximum Benefit: \$500,000

Age Based Reductions Life Insurance Benefit for an Employee age 70 and over will reduce to: 50% of the Life Insurance Benefit at age 70

### **Continuation Options**

#### **For Leave of Absence**

Maximum Benefit Period: 12 months

#### **For Family Medical Leave**

Maximum Benefit Period: 12 weeks

#### **Waiver of Premium**

Benefit Waiting Period 9 months from the date the Employee's Active Service ends

Maximum Benefit Period To Age 65

#### **Applicable Coverages**

Life Insurance Benefits for the Employee, his or her Spouse/Domestic Partner and Dependent Children, if any.

### **Terminal Illness Benefit**

50% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$250,000.

### Re-solicitation Period

During a Re-solicitation Period, an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefits, and an Employee who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy, by satisfying the Insurability Requirement. An Employee's insurance will be effective on the date the Insurance Company agrees in writing to insure the Employee.

An Employee may reduce Insurance Benefits at any time. A request for a Benefit reduction received during a Re-solicitation Period will become effective on the Policy Anniversary following the Re-solicitation Period. Any other Benefit reduction will be effective on the date the Employer receives the completed change form.

### Life Status Change

Within 31 days after a Life Status Change, an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefits by one benefit level without satisfying the Insurability Requirement, and an Employee who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy for one benefit level without satisfying the Insurability Requirement. An Employee's insurance will be effective on the date the Insurance Company agrees in writing to insure the Employee.

### Spouse/Domestic Partner Benefits

Amount of Insurance	Units of \$10,000
Guaranteed Issue Amount:	
<u>Employee Coverage Amount</u>	<u>Spouse/Domestic Partner</u> <u>Guaranteed Issue Amount</u>
\$0 to \$40,000	None or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
\$50,000 to \$90,000	\$10,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
\$100,000 to \$140,000	\$20,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
\$150,000 to \$190,000	\$30,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
\$200,000 to \$240,000	\$40,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
\$250,000 to \$500,000	\$50,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	\$500,000

A Spouse who was formerly insured as an Employee and whose coverage ends due to termination of employment with the Employer can be insured as a Spouse for the amount he or she was insured for as an Employee on the date prior to his or her termination date, without satisfying the Insurability Requirement, up to the Spouse Maximum Benefit amount.

**Terminal Illness Benefit** 50% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$250,000.

**Dependent Child Benefits**

Amount of Insurance                      Units of \$2,500  
Maximum Benefit:                      \$10,000  
The Maximum Benefit for a Dependent Child who is less than 6  
months old is \$500.

**ACCIDENT INSURANCE BENEFITS**

**Employee Benefits**

Amount of Insurance                      \$20,000  
Age Based Reductions                      Accident Insurance Benefits will reduce the same as Life Insurance  
Benefits

**Spouse/Domestic Partner Benefits**

Amount of Insurance                      \$20,000

TL-004774

(980018)

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the National Consumer Insurance Trust  
Participating Subscriber: City of Albuquerque  
(herein called the Subscriber)

Policy No.: FLX-980018

Effective Date: July 1, 2007

The Company and the Subscriber hereby agree that the Policy is amended as follows:

1. Class 2 is added to the Policy as outlined on the attached revised SCHEDULE OF BENEFITS and SCHEDULE OF BENEFITS FOR CLASS 2.
2. The rates shown on the attached SCHEDULE OF RATES will be in force for coverage under the Policy.

No change in rates will be made until 24 months after the effective date of this Amendment. However, the Company reserves the right to change the rates at any time during a period for which the rates are guaranteed if the conditions described in the Changes in Premium Rates provision under the Administrative Provisions section of the Policy apply.

3. The third paragraph in the definition of Active Service is replaced with the following:

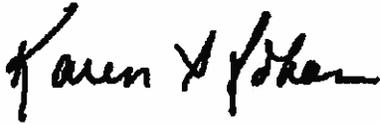
A person other than an Employee is considered in Active Service if he or she is able to perform all the activities another person of the same age and sex could normally perform and is not any of the following:

1. A patient in a hospital or hospice, or receiving outpatient care for chemotherapy or radiation therapy.
  2. Confined at home under the care of a Physician for sickness or injury.
4. The following affiliate, as outlined on the attached revised SCHEDULE OF AFFILIATES, is added under the Policy:

The City of Belen

Except for the above, this Amendment does not change the Policy in any way.

FOR THE COMPANY

A handwritten signature in black ink, appearing to read "Karen S. Rohan". The signature is written in a cursive, flowing style.

By:

Karen S. Rohan, President

Date: July 3, 2007

Revised Date: April 27, 2012

Amendment No. 4

TL-004780

## **SCHEDULE OF BENEFITS**

### **Premium Due Date**

Premiums are due in arrears on the date coinciding with the day of the Policy Anniversary Date or the last day of the month, if earlier.

### **Classes of Eligible Employees**

- |         |  |
|---------|--|
| Class 1 | All active, Full-time Employees of the Employer regularly working a minimum of 20 hours per week.      |
| Class 2 | All active, Full-time Employees of the City of Belen regularly working a minimum of 20 hours per week. |

## SCHEDULE OF BENEFITS FOR CLASS 2

### Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: The first of the month following 30 days of Active Service.

For Employees hired after the Policy Effective Date: The first of the month following 30 days of Active Service.

### LIFE INSURANCE BENEFITS

#### Employee Benefits

Amount of Insurance An amount elected in units of \$10,000  
Guaranteed Issue Amount: \$250,000, or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan  
Maximum Benefit: \$500,000

Age Based Reductions Life Insurance Benefit for an Employee age 70 and over will reduce to: 50% of the Life Insurance Benefit at age 70

#### Continuation Options

##### For Leave of Absence

Maximum Benefit Period: 12 months

##### For Family Medical Leave

Maximum Benefit Period: 12 weeks

##### Waiver of Premium

Benefit Waiting Period 9 months from the date the Employee's Active Service ends

Maximum Benefit Period To Age 65

Applicable Coverages Life Insurance Benefits for the Employee, his or her Spouse and Dependent Children, if any.

#### Terminal Illness Benefit

50% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$250,000.

#### Re-solicitation Period

During a Re-solicitation Period, an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefits, and an Employee who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy, by satisfying the Insurability Requirement. An Employee's insurance will be effective on the date the Insurance Company agrees in writing to insure the Employee.

An Employee may reduce Insurance Benefits at any time. A request for a Benefit reduction received during a Re-solicitation Period will become effective on the Policy Anniversary following the Re-solicitation Period. Any other Benefit reduction will be effective on the date the Employer receives the completed change form.

**Life Status Change**

Within 31 days after a Life Status Change, an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefits by one benefit level without satisfying the Insurability Requirement, and an Employee who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy for one benefit level without satisfying the Insurability Requirement. An Employee’s insurance will be effective on the date the Insurance Company agrees in writing to insure the Employee.

**Spouse Benefits**

Amount of Insurance	Units of \$10,000
Guaranteed Issue Amount:	
<u>Employee Coverage Amount</u>	<u>Spouse Guaranteed Issue Amount</u>
\$0 to \$40,000	None or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
\$50,000 to \$90,000	\$10,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
\$100,000 to \$140,000	\$20,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
\$150,000 to \$190,000	\$30,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
\$200,000 to \$240,000	\$40,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
\$250,000 to \$500,000	\$50,000 or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	\$500,000

For Domestic Partner Benefits                      This benefit does not apply to this class of Employee.

A Spouse who was formerly insured as an Employee and whose coverage ends due to termination of employment with the Employer can be insured as a Spouse for the amount he or she was insured for as an Employee on the date prior to his or her termination date, without satisfying the Insurability Requirement, up to the Spouse Maximum Benefit amount.

Terminal Illness Benefit                              50% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$250,000.

**Dependent Child Benefits**

Amount of Insurance	Units of \$2,500
Maximum Benefit:	\$10,000
	The Maximum Benefit for a Dependent Child who is less than 6 months old is \$500.

**ACCIDENT INSURANCE BENEFITS**

**Employee Benefits**

Amount of Insurance \$20,000

Age Based Reductions Accident Insurance Benefits will reduce the same as Life Insurance Benefits

**Spouse/ Benefits**

Amount of Insurance \$20,000

TL-004774

(980018)

## SCHEDULE OF RATES

The following bi-weekly rates apply to all Classes of Eligible Persons unless otherwise indicated.

### FOR EMPLOYEE BENEFITS

#### Voluntary Life and Accident Insurance

Bi-weekly Rates are based on units of \$10,000

#### Non-Smoker Rates

Under Age 20	\$.215	Age 50 - 54	\$1.880
Age 20 - 24	\$.215	Age 55 - 59	\$2.709
Age 25 - 29	\$.215	Age 60 - 64	\$3.486
Age 30 - 34	\$.275	Age 65 - 69	\$5.198
Age 35 - 39	\$.443	Age 70 - 74	\$9.786
Age 40 - 44	\$.658	Age 75 - 79	\$15.194
Age 45 - 49	\$1.271	Age 80 - 84	\$36.572

#### Smoker Rates

Under Age 20	\$.443	Age 50 - 54	\$3.381
Age 20 - 24	\$.443	Age 55 - 59	\$4.925
Age 25 - 29	\$.443	Age 60 - 64	\$6.248
Age 30 - 34	\$.550	Age 65 - 69	\$9.230
Age 35 - 39	\$.882	Age 70 - 74	\$17.577
Age 40 - 44	\$1.218	Age 75 - 79	\$27.290
Age 45 - 49	\$2.258	Age 80 - 84	\$65.573

### FOR SPOUSE/DOMESTIC PARTNER BENEFITS

#### Voluntary Life and Accident Insurance

Bi-weekly Rates are based on units of \$10,000

#### Non-Smoker Rates

Under Age 20	\$.215	Age 45 - 49	\$1.271
Age 20 - 24	\$.215	Age 50 - 54	\$1.880
Age 25 - 29	\$.215	Age 55 - 59	\$2.709
Age 30 - 34	\$.275	Age 60 - 64	\$3.486
Age 35 - 39	\$.443	Age 65 - 69	\$5.198
Age 40 - 44	\$.658	Age 70 - 74	\$9.786

**Smoker Rates**

Under Age 20	\$ .443	Age 45 - 49	\$2.258
Age 20 - 24	\$ .443	Age 50 - 54	\$3.381
Age 25 - 29	\$ .443	Age 55 - 59	\$4.925
Age 30 - 34	\$ .550	Age 60 - 64	\$6.248
Age 35 - 39	\$ .882	Age 65 - 69	\$9.230
Age 40 - 44	\$1.218	Age 70 - 74	\$17.577

Spouse/Domestic Partner rates are based on the spouse's/domestic partner's date of birth.

**FOR DEPENDENT CHILD BENEFITS**

**Voluntary Life Insurance**                      \$ .24 Per \$2,500

TL-004718

(980018)

## **SCHEDULE OF AFFILIATES**

The following affiliates are covered under the Policy as of July 1, 2004.

Affiliate Name

City of Albuquerque

Middle Rio Grande Conservancy District

Sandoval County

Town of Bernalillo

Village of Corrales

Village of Los Ranchos De Albuquerque

Village of Tijeras

The following affiliate is covered under the Policy as of July 1, 2005.

Affiliate Name

Village of Bosque

The following affiliates are covered under the Policy as of July 1, 2006.

Affiliate Name

Village of San Ysidro

Sandoval County Arroyo Flood Control Authority

Cochiti Lake

The following affiliates are covered under the Policy as of July 1, 2007.

Affiliate Name

City of Belen

TL-004776

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the National Consumer Insurance Trust  
Participating Subscriber: City of Albuquerque  
(herein called the Subscriber)

Policy No.: FLX-980018

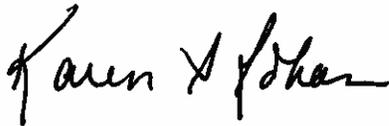
The Company and the Subscriber hereby agree that the Policy is amended as follows:

Effective March 1, 2006, the following affiliate is deleted from the attached revised SCHEDULE OF AFFILIATES:

Village of Cuba

Except for the above, this Amendment does not change the Policy in any way.

FOR THE COMPANY



By:

Karen S. Rohan, President

Date: November 30, 2007

Amendment No. 5

TL-004780

**SCHEDULE OF AFFILIATES**

The following affiliates are covered under the Policy as of July 1, 2004.

Affiliate Name

City of Albuquerque

Middle Rio Grande Conservancy District

Sandoval County

Town of Bernalillo

Village of Corrales

Village of Los Ranchos De Albuquerque

Village of Tijeras

The following affiliate is covered under the Policy as of July 1, 2005.

Affiliate Name

Village of Bosque

The following affiliates are covered under the Policy as of July 1, 2006.

Affiliate Name

Village of San Ysidro

Sandoval County Arroyo Flood Control Authority

Cochiti Lake

The following affiliates are covered under the Policy as of July 1, 2007.

Affiliate Name

City of Belen

TL-004776

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the National Consumer Insurance Trust  
Participating Subscriber: City of Albuquerque  
(herein called the Subscriber)

Policy No.: FLX-980018

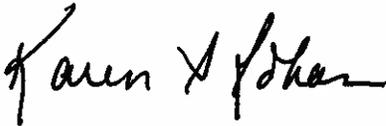
The Company and the Subscriber hereby agree that the Policy is amended as follows:

Effective August 1, 2008, the following affiliate, as outlined on the attached revised SCHEDULE OF AFFILIATES, is added under the Policy:

Town of Edgewood

Except for the above, this Amendment does not change the Policy in any way.

FOR THE COMPANY



By:

Karen S. Rohan, President

Date: September 23, 2008

Amendment No. 6

TL-004780

## **SCHEDULE OF AFFILIATES**

The following affiliates are covered under the Policy as of July 1, 2004.

### **Affiliate Name**

City of Albuquerque

Middle Rio Grande Conservancy District

Sandoval County

Town of Bernalillo

Village of Corrales

Village of Los Ranchos De Albuquerque

Village of Tijeras

The following affiliate is covered under the Policy as of July 1, 2005.

### **Affiliate Name**

Village of Bosque

The following affiliates are covered under the Policy as of July 1, 2006.

### **Affiliate Name**

Village of San Ysidro

Sandoval County Arroyo Flood Control Authority

Cochiti Lake

The following affiliates are covered under the Policy as of July 1, 2007.

### **Affiliate Name**

City of Belen

The following affiliates are covered under the Policy as of August 1, 2008.

### **Affiliate Name**

Town of Edgewood

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the National Consumer Insurance Trust  
Participating Subscriber: City of Albuquerque  
(herein called the Subscriber)

Policy No.: FLX-980018

This Amendment will be in effect on the Effective Date shown below only for insured Employees in Active Service on that date. If an Employee is not in Active Service on the date his insurance would otherwise become effective, it will be effective on the date he returns to Active Service.

The Company and the Subscriber hereby agree that the Policy is amended as follows:

1. Effective February 1, 2009, the Eligibility Waiting Period for Employees in Classes 1 and 2 is changed to the following:

**Eligibility Waiting Period**

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or  
before the Policy Effective Date: No Waiting Period.

For Employees hired after  
the Policy Effective Date: No Waiting Period.

2. Effective February 1, 2009, the EFFECTIVE DATE OF INSURANCE section of the Policy is replaced by the following:

**EFFECTIVE DATE OF INSURANCE**

An Employee who is required to contribute to the cost of this insurance may elect insurance for himself or herself and an eligible Spouse/Domestic Partner or Dependent Child only by authorizing payroll deduction in a form approved by the Employer and the Insurance Company. The effective date of this insurance depends on the date and amount of insurance elected.

If an individual elects coverage within 31 days after becoming eligible to enroll, or for any increases, the Guaranteed Issue Amount will be effective on the latest of the following dates:

1. The Policy Effective Date.
2. The date payroll deduction is authorized for this insurance.
3. The date of hire if the completed enrollment form is received by the Employer by Friday following the date of hire. Otherwise, the first day of the pay period following the date the Employer receives the completed enrollment form.

If coverage is elected in an amount that exceeds the Guaranteed Issue Amount or an enrollment form is received more than 31 days after an individual is eligible to elect coverage, this insurance will be effective on the date the Insurance Company agrees in writing to insure that eligible person. The Insurance Company will require the eligible person to satisfy the Insurability Requirement before it agrees to insure him or her.

If coverage for a Dependent Child is in force and another Dependent Child is acquired, coverage for that child is effective on the date the child qualifies as a Dependent Child.

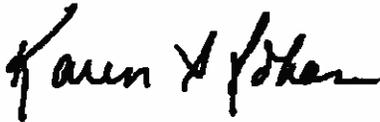
If an eligible person is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to Active Service.

TL-004712

(980018)

Except for the above, this Amendment does not change the Policy in any way.

FOR THE COMPANY



By:

Karen S. Rohan, President

Date: March 24, 2009

Amendment No. 7

TL-004780

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the National Consumer Insurance Trust  
Participating Subscriber: City of Albuquerque  
(herein called the Subscriber)

Policy No.: FLX-980018

This Amendment will be in effect on the Effective Date shown below only for insured Employees in Active Service on that date. If an Employee is not in Active Service on the date his insurance would otherwise become effective, it will be effective on the date he returns to Active Service.

The Company and the Subscriber hereby agree that the Policy is amended as follows:

Effective July 1, 2010, the definition of Dependent Child outlined in the DEFINITIONS section of the Policy is replaced with the following:

**Dependent Child**

An Employee's unmarried child who meets the following requirements.

1. A child 14 days of age but less than 26 years old;
2. A child who is 26 or more years old, primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to the Insurance Company within 31 days after the date the child ceases to qualify as a Dependent for the reasons listed above. During the next two years, the Insurance Company may, from time to time, require proof of the continuation of such condition and dependence. After that, the Insurance Company may require proof no more than once a year.

The term "child" means a child born to or legally adopted by the Employee. It also means a child living with the Employee, and born to or legally adopted by the Employee's Spouse or Domestic Partner. The term includes a child during any waiting period prior to the finalization of the child's adoption. It also means a stepchild living with the Employee.

Except for the above, this Amendment does not change the Policy in any way.

**FOR THE COMPANY**



Matthew G. Manders, President

Date: April 28, 2010

Amendment No. 8

TL-004780

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the National Consumer Insurance Trust  
Participating Subscriber: City of Albuquerque  
(herein called the Subscriber)

Policy No.: FLX-980018

This Amendment will be in effect on the Effective Date shown below only for insured Employees in Active Service on that date. If an Employee is not in Active Service on the date his insurance would otherwise become effective, it will be effective on the date he returns to Active Service.

The Company and the Subscriber hereby agree that the Policy is amended as follows:

Effective May 1, 2011, the following language is added to the Policy:

**Open Enrollment Period**

During the Open Enrollment Period of May 1, 2011 through June 30, 2011, an Employee currently insured or who is eligible to be insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefits by \$50,000 or may become insured under the Policy for an amount equal to \$50,000 without satisfying the Insurability Requirement. Such increases will be effective on July 1, 2011.

Except for the above, this Amendment does not change the Policy in any way.

FOR THE COMPANY



Matthew G. Manders, President

Date: July 22, 2011

Amendment No. 9