



State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

JUN 05 2015 PM 1:19 DAG

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DM

VICKI V. QUIRAM
Commissioner
(603)-271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
603-271-3204

June 5, 2015

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to amend its contract with Anthem Life Insurance Company (Anthem Life)(VC#176307) of Worthington, Ohio, in an amount not to exceed \$165,000 for the employer-paid life insurance provided to full-time employees. This amendment is effective, upon Governor and Council approval for a six-month period, from July 1, 2015 through December 31, 2015. **Approximately 36% General Funds, 20% Federal Funds, and 44% Other Funds.**

Payments for this coverage will be made from the authorized and anticipated appropriation for life insurance benefits (Class 60 – account 500603) in each agency for its employees.

EXPLANATION

This Agreement provides for the employer-paid life insurance provided to full-time employees. The original Agreement was approved by Governor and Council on December 8, 2010, item #27, for a term of five years effective January 1, 2011 through December 31, 2015, with an option to extend for a two-year term. An amendment to the Agreement was approved by Governor and Executive Council on November 20, 2013, item #13, in order to accommodate a collectively bargained increase in the State paid employee life insurance from a \$20,000 benefit to a \$25,000 benefit. The amended Agreement with Anthem Life terminates on 12/31/2015.

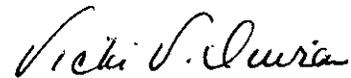
The most recent tentative collective bargaining agreements if funded and executed will be effective July 1, 2015. Those agreements would require the State to provide State paid term life insurance coverage in the amount of \$50,000 for full-time state employees as well as create a new voluntary employee paid plan ("Plan 9") with benefits in increments of one, two, three, or four times the employee's salary.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
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This amendment is contingent in nature and positions DAS to implement the negotiated changes to the collective bargaining agreements should they be signed during the remainder of the contract term. If the collective bargaining agreements are not signed, then changes in this amendment will not be implemented during the remainder of the contract term.

Based on the foregoing, I am respectfully recommending approval of this contract amendment.

Respectfully submitted,

A handwritten signature in black ink that reads "Vicki V. Quiram". The signature is written in a cursive style with a large, sweeping initial "V".

Vicki V. Quiram
Commissioner

**SECOND AMENDMENT TO THE AGREEMENT
BY AND BETWEEN THE STATE OF NEW HAMPSHIRE,
ACTING THROUGH THE DEPARTMENT OF ADMINISTRATIVE SERVICES,
AND ANTHEM LIFE INSURANCE COMPANY**

This Amendment (hereinafter referred to as the "Amendment") dated this 6th day of May, 2015 by and between the State of New Hampshire acting through the Department of Administrative Services (hereinafter referred to as the "State") and Anthem Life Insurance Company, a life insurance administrator, having a place of business at 6740 High Street, Worthington, Ohio (hereinafter referred to as the "Contractor");

WHEREAS, pursuant to an agreement approved by Governor and Executive Council on December 8, 2010 for the period January 1, 2011 through December 31, 2015, as amended by Governor and Executive Council on November 20, 2013 (hereinafter referred to as the "Agreement"), the Contractor agreed to administer life insurance benefits for state employees and their eligible dependents upon the terms and conditions specified in the Agreement in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended only by a written instrument executed by the parties thereto and only after approval of such amendment by the Governor and Executive Council; and

WHEREAS, due to an anticipated change in the terms of the State's collective bargaining agreements with the bargaining units, the State and Contractor agree to amend the Agreement to provide for an increase to the amount of employer paid group term life insurance ("Plan 1") and add a new tier of coverage option for employees impacted by the change; and

WHEREAS, this amendment, as outlined below, will become effective on July 1, 2015 or upon Governor and Executive Council approval, whichever is later, only if and for those collective bargaining agreements signed by the State and a union consistent with the terms of this amendment; and

WHEREAS, the State and Contractor agree to amend the Agreement as stated herein;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amend Section 1.8 Price Limitation of the General Provisions by deleting the current price limitation and replacing it with "Plan 1 - \$.055 per \$1,000 of coverage per month".
2. Amend Exhibit A. Scope of Services, III. Specifications For Coverage of Group Term Life Insurance, 1. Group Term Life Insurance, by replacing the existing language with the following paragraph below:

The Contractor shall provide basic term life benefits in the amount of \$50,000 for eligible employees on an employer paid basis.

3. Amend Exhibit A. Scope of Services, III. Specifications For Coverage of Group Term Life Insurance, 2. Eligibility and Enrollment Conditions and Stipulations, by deleting the last existing paragraph:

Categories of employees entitled to basic term life benefits in the amount of \$25,000 with an effective date of 1/1/2014 shall be identified for the Contractor by the State at least 30 days prior to such effective date. If additional categories of employees become entitled to basic term life benefits in the amount of \$25,000 after 1/1/2014, pursuant to a change in the law or the terms of collective bargaining agreements, the State shall notify the Contractor of the new categories of employees at least 30 days prior to the applicable effective date.

4. Amend Exhibit A. Scope of Services, IV. Specifications for Employee Supplemental Insurance Coverage, 1. Employee Supplemental Life and AD&D Benefits by replacing the maximum amount of \$100,000 with a maximum amount of \$1,000,000.
5. Amend Exhibit A. Scope Of Services, IV. Specifications for Employee Supplemental Insurance Coverage, 3. Eligibility and Enrollment Conditions and Stipulations by inserting the following paragraph immediately after the last existing paragraph:

Amend Exhibit B. Contract Price and Payment Terms, 1. Contract Price, A. Basic Term Life and Basic AD&D Rates, by replacing the Plan 1 life amount of \$20,000 or \$25,000 with a Plan 1 life amount of \$50,000.

6. Amend Exhibit B. Contract Price and Payment Terms, 1. Contract Price, A. Basic Term Life and Basic AD&D Rates, by replacing the Life Rate per \$1,000 for Plans 1 through 6 from \$.045 to \$.055.
7. Amend Exhibit B. Contract Price and Payment Terms, 1. Contract Price, C. to read "Plan 8 and Plan 9 Supplemental Life and AD&D Rates".
8. Amend appendices by replacing Appendix C with the attached updated Anthem Life Group Policy and Appendix D with the attached updated Employee Certificate of Coverage.
9. Except as specifically amended herein, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto set their hands as of the date and year first written above.

STATE OF NEW HAMPSHIRE
Department of Administrative Services

Vicki V. Quiram

Joseph B. Bouchard, Assistant Commissioner
Vicki V. Quiram

ANTHEM LIFE INSURANCE COMPANY

By: [Signature]

Printed Name: MICHAEL A. WOZNY

Title: President

Georgia
STATE OF ~~NEW HAMPSHIRE~~
COUNTY OF DEKALB

On this 6 day of MAY, 2015 before me Michelle Terrell
the undersigned officer, personally appeared Michael Wozny who acknowledged
him/herself to be the PRESIDENT of Anthem Life Insurance Company, and
that he/she, as such and being duly authorized to do so, executed the foregoing instrument of the
purposes therein contained, by signing the name of the corporation by him/herself as
Michael A. Wozny

In witness whereof I hereunto set my hand and official seal.

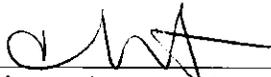
[Signature]
Notary Public

My Commission expires:

July

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: 
Assistant Attorney General

Date: 6/11/15

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at the Meeting on _____, 2015.

OFFICE OF THE SECRETARY OF STATE

By: _____

Title: _____

AMENDMENT

Group Name: State of New Hampshire

Group Number: AL00002490

Certificateholder Class: All Classes

Effective Date: 07/01/2015

Your insurance plan has been amended as described below. Except as amended, the original plan documentation remains unchanged. This Amendment should be kept with your contract documents.

Effective 7/1/2015 – 12/31/2015:

- **The Basic Group Life coverage has been increased to \$50,000 for Class 1, 2, and 5.**
- **The Basic Group Life coverage has been increased to \$55,000 for Class 3, 4, and 6. The employer premium contribution under each of these plans pays for \$50,000 of the total \$55,000 Group Term Life coverage.**
- **Additional Plan 9 (optional plan on employee lives for Classes 1-6):**
 - **Optional Group Life and Optional AD&D: 1 x Salary (no Maximum benefit and no Evidence will be required for employees electing 1 x Salary)**
 - **Optional Group Life and Optional AD&D: 2x, 3x and 4x Salary to a Maximum benefit of \$1,000,000 (All amounts will be subject to Evidence of Insurability)**

Effective 01/1/2016:

Additional Plan 9: Any employee who elected 1 x Salary from the period of 7/1/2015 – 12/31/2015 will be grandfathered for Optional Life coverage (if an employee's salary increases and the amount exceeds \$500,000, evidence will be required and maximum benefit will be \$1,000,000). Employees electing 1 x Salary option on or after 1/1/2016 will have a maximum benefit of \$1,000,000 and must provide evidence for any amounts greater than \$500,000.

Payment of your next premium constitutes acceptance of the change(s) noted above.

ANTHEM LIFE INSURANCE COMPANY



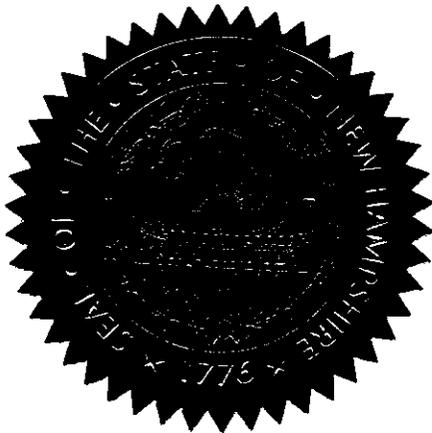
Michael A. Wozny, President

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify Anthem Life Insurance Company is a New Hampshire corporation registered on October 19, 2006. I further certify that articles of dissolution have not been filed with this office.

INFORMATION REGARDING ANNUAL REPORTS AND/OR FEES MUST BE
OBTAINED FROM THE NEW HAMPSHIRE INSURANCE DEPARTMENT.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of May, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

The State of New Hampshire



Office of the Insurance Commissioner

IT IS HEREBY CERTIFIED that

ANTHEM LIFE INSURANCE COMPANY

Is organized under the laws of the State of Indiana has complied with all the requirements thereof, and is authorized to transact the business of Life and Accident & Health insurance in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Insurance Department at the City of Concord, this 5th day of May, 2015.



A handwritten signature in black ink, appearing to read "RAS", written over a horizontal line.

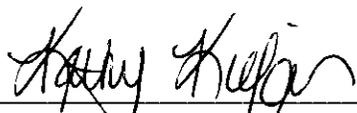
Roger A. Sevigny
Insurance Commissioner

CERTIFICATION OF

KATHY KIEFER, SECRETARY

ANTHEM LIFE INSURANCE COMPANY

I, Kathy S. Kiefer, Secretary of Anthem Life Insurance Company the ("Corporation") certify that Michael A. Wozny is the President of the Corporation and that, as such President, and consistent with the Corporation's policies, has the signatory authority to bind the Corporation in contracts with the State of New Hampshire.



Kathy S. Kiefer, Secretary

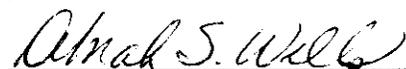
STATE OF INDIANA

COUNTY OF MARION

On this the 5th day of May, 2015 before me, Deborah Wells, the undersigned officer, personally appeared Kathy S. Kiefer who acknowledged herself to be the Secretary of Anthem Life Insurance Company, a corporation, and that she, as such Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Secretary.

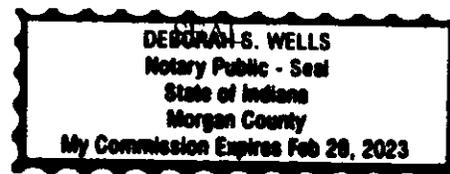
IN WITNESS WHEREOF I hereunto set my hand and official seal.

My commission expires: 2/28/23



Notary Public/Justice of the Peace

My county of Residence is Morgan



CERTIFICATE

(Corporation with Seal)

I, Kathy S. Kiefer, Secretary of Anthem Life Insurance Company, do hereby certify that: (1) I am the duly elected and acting Secretary of Anthem Life Insurance Company, an Indiana corporation (the "Corporation"); (2) I maintain and have custody of and am familiar with the Seal and Minute Books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates; (4) the following is a true and complete copy of Bylaws adopted at a meeting on December 16, 1991; (5) the foregoing Bylaws are in full force and effect, unamended, as of the date hereof; and (6) the following person(s) lawfully occupy the office(s) indicated below:

Michael A. Wozny President

R. David Kretschmer Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this

(Corporate Seal)



Kathy S. Kiefer, Corporate Secretary

STATE OF INDIANA

COUNTY OF MARION

On this the 5th day of May, 2015 before me, Deborah Wells, the undersigned officer, personally appeared Kathy S. Kiefer who acknowledged herself to be the Secretary of Anthem Life Insurance Company, a corporation and that she, as such Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Secretary.

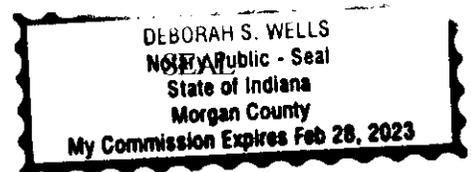
IN WITNESS WHEREOF I hereunto set my hand and official seal.

My commission expires: 2/28/23



Notary Public/Justice of the Peace

My county of Residence is Morgan



O'Mahony, Mike P

From: DePlacido, Michael V. <michael.deplacido@anthem.com>
Sent: Tuesday, June 09, 2015 9:26 AM
To: O'Mahony, Mike P
Cc: Deselle, Andrew; Millett, Wade A.
Subject: State of NH Plan Amendment for 7/1/15

Mike,

I just want to confirm with you that nothing has changed nor has been revised on the State of NH Life Insurance Amendment from the time the Certificate of Authority was signed on 5/5/15 and the Amendment, which was signed on 6/6/15.

Sincerely,

Mike DePlacido

Michael DePlacido
Specialty Account Executive, New Hampshire
Anthem Blue Cross and Blue Shield
1155 Elm Street
Manchester, New Hampshire 03101
Cell – (603) 361-9440
Direct Line – (603) 541-2030

Health - Dental - Life - Disability - Vision

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BY-LAWS
OF
ANTHEM LIFE INSURANCE COMPANY

(formerly ANTHEM LIFE INSURANCE COMPANY OF INDIANA
and ASSOCIATES LIFE INSURANCE CO.)

As Amended December 16, 1991

ARTICLE I
Meetings of the Shareholders

1.01 Annual Meetings. Annual meetings of the shareholders shall be held before the end of April each year, at such hour and such place as shall be designated by the Chairman of the Board or the Board of Directors in the notice of said meeting. If the day fixed for any annual meeting of the shareholders shall fall on a legal holiday, then such annual meeting shall be held on the first following day that is not a legal holiday.

1.02 Special Meetings. Special meetings of the shareholders of the Corporation may be called at any time by the Chairman of the Board, the Board of Directors, the President of the Corporation or shareholders holding not less than one-fourth (1/4) of all shares of all classes outstanding and entitled to vote at the meeting. Such meetings shall be held at such place or at such time as shall be specified by the caller or callers of the meeting in the notice thereof.

1.03 Notice. A written notice, stating the place, day and hour of any meeting of the shareholders, and in the case of a special meeting the purpose or purposes for which such meeting is called, shall be delivered or mailed by the Secretary of the Corporation or by the persons calling the meeting, to each shareholder of record of the Corporation entitled to vote at such meeting at least ten (10) and not more than sixty (60) days before the date of the meeting. Such notice, if mailed, shall be mailed, postage prepaid, to each shareholder at his post office address as the same appears upon the records of the Corporation. Notice of shareholders' meetings may be waived in writing by any shareholder or by his proxy, if authorized so to do, if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and the time and place thereof. Each shareholder who has in the manner above provided waived notice of a shareholders' meeting, or who personally or by proxy attends a shareholders' meeting, shall be conclusively presumed to have been given due notice of such meeting.

1.04 Voting. Except as otherwise provided by the laws of the State of Indiana, each share of the capital stock of any class of the Corporation represented in person or by proxy at any annual or special meeting of shareholders shall entitle the record holder thereof, or his proxy, to one (1) vote upon each question which comes before the meeting. At all meetings of shareholders all questions shall be determined by a majority vote of the shares present in person or represented by proxy at the meetings.

BY-LAWS
OF
ANTHEM LIFE INSURANCE COMPANY

1.05 Quorum. At all meetings of shareholders a majority of the shares of the outstanding capital stock of the Corporation entitled to vote at such meeting, represented at the meeting in person or by proxy, shall constitute a quorum. Any meeting of shareholders, including annual and special meetings or any adjournments thereof, may be adjourned to a later date although less than a quorum be present.

1.06 Record Date. Only such persons shall be entitled to vote, in person or by proxy, at any shareholders' meeting as shall appear as shareholders upon the books of the Corporation at least ten (10) and not more than fifty (50) days immediately preceding the meeting or, in the absence of such determination, at the close of business on the tenth day preceding the date of such meeting.

1.07 Proxies. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by a duly authorized attorney-in-fact. Proxies may be limited to a particular meeting or may be general and authorize the person named in the proxy to represent the shareholder at any meeting of shareholders held within the time specified herein. No proxy shall be valid after eleven (11) months from the date of execution unless a longer time is expressly provided therein. Any proxy may authorize the person named therein to receive, or to waive, notice of any shareholders' meeting within the effective period of such proxy. Such proxy shall be lodged with the Secretary.

1.08 Removal. Any or all of the members of the Board of Directors may be removed, without cause, at a meeting of the shareholders called expressly for that purpose, by a vote of the holders of a majority of the shares then entitled to vote at an election of Directors. No director shall be removed without cause except as provided in this Section.

ARTICLE II
Directors

2.01 General Powers and Number. The business of the Corporation shall be managed by a Board of Directors consisting of a number to be fixed by the Board of Directors from time to time. In any event, however, the Board of Directors shall consist of at least five (5) members and no more than the number of Directors specified in the Articles of Incorporation of the Corporation.

2.02 Term of Office and Qualifications. Directors shall be elected for one (1) year and shall hold office until their respective successors shall have been elected and qualified. Every Director shall, during his whole term of service, be a citizen of the United States or the Dominion of Canada, and at least one Director shall reside in the State of Indiana. Any vacancy occurring in the Board of Directors, from whatever cause arising, shall be filled by a vote of the shareholders at a special meeting called for that purpose. The Directors and each of them shall have no authority to bind the Corporation except when acting as a Board.

BY-LAWS
OF
ANTHEM LIFE INSURANCE COMPANY

2.03 Oath. Every Director, when elected, shall take and subscribe an oath that he will, insofar as the duty devolves upon him, faithfully, honestly and diligently administer the affairs of the Corporation, and that he will not knowingly violate or willingly permit to be violated any of the provisions of law applicable to the Corporation.

2.04 Quorum. A majority of the whole Board of Directors shall be necessary to constitute a quorum for the transaction of any business, except the filling of vacancies, and the act of a majority of the Directors present at the meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or the Articles of Incorporation of the Corporation.

2.05 Annual and Regular Meetings. The Board of Directors shall meet annually, without notice, immediately following the annual meeting of the shareholders, for the purpose of electing officers of the Corporation for the ensuing year and of transacting such other business as properly may come before the meeting. Additional regular meetings may be set annually by resolution of the Board of Directors.

2.06 Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board or by any three (3) members of the Board of Directors upon twenty- four (24) hours' notice given personally or by telephone or telegraph to each Director or by mail, if mailed at least five days before such meeting. The notice however given shall specify the purpose of the meeting. Such special meetings shall be held at the principal office of the Corporation or at such other place as may be unanimously designated by the Board of Directors. Notice of the time, place and call of any meeting of the Board may be waived in writing if the waiver sets out in reasonable detail the purpose or purposes for which the meeting is called and the time and place thereof. Attendance at any meeting of the Board shall constitute a waiver of notice of such meeting and of the time, place and call thereof.

2.07 Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board and such consent is filed with the minutes of the proceedings of the Board.

2.08 Attendance of Directors. The Board of Directors shall keep a record of the attendance of Directors at meetings of the Board and shall make a report showing the names of the Directors, the number of meetings of the Board, regular and special, the number of the meetings attended and the number of meetings from which each Director was absent, which report shall be read at and incorporated in the minutes of the annual meeting of the shareholders.

2.09 Committees. The Board of Directors shall have the power to appoint by resolution such committees as it may deem appropriate to have such powers as the Board shall designate. The Chief Executive Officer shall be an ex-officio member of all committees so appointed.

BY-LAWS
OF
ANTHEM LIFE INSURANCE COMPANY
ARTICLE III
Officers

3.01 Officers. The officers of the Corporation shall consist of the Chairman of the Board, the President, the Secretary and the Treasurer. The Board of Directors may also elect a Vice Chairman, one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and such other officers or assistant officers as the Board of Directors may from time to time determine to perform such duties and functions as prescribed and approved by the Chairman of the Board. The officers shall be elected by the Board of Directors and need not be selected from among the members of the Board of Directors. Any two or more offices may be held by the same person except the offices of President and Secretary. Except in the filling of vacancies or newly created offices, all officers shall be elected at the annual meeting of the Board of Directors held after the annual meeting of the shareholders, and each officer, whenever elected, shall, subject to the provisions of Section 3.02, hold office until the next annual meeting of the Board of Directors and until his successor shall have been elected and qualified.

3.02 Removal. The Board of Directors, by a majority vote of said Board, may remove any officers, with or without cause. Vacancies in such offices, however occurring, may be filled by a majority vote of the Board at any meeting of the Board.

3.03 Chairman of the Board. The Chairman of the Board of Directors shall preside at meetings of the Board of Directors, and shall have and may exercise such other powers and duties as are usual to that office. The Chairman shall have full authority to execute proxies in behalf of the Corporation, to vote stock owned by it in any other corporation, and to execute, with the Secretary, powers of attorney appointing other corporations, partnerships, or individuals the agent of the Corporation.

3.04 Vice Chairman. The Vice Chairman, if any, of the Board of Directors shall in the absence of the Chairman of the Board preside at meetings of the Directors and shall perform such duties as delegated to him pursuant to these By-laws or by the Chairman of the Board.

3.05 President. The President of the Corporation shall be the Chief Executive Officer of the Corporation and shall have such powers and perform such duties as the Board of Directors may, from time to time, prescribe and as the Chairman of the Board of Directors may, from time to time, delegate to him.

3.06 Vice Presidents. Each Vice President, if any, shall have such powers and perform such duties as the Board of Directors may, from time to time, prescribe and as the President may, from time to time, delegate to him.

3.07 Treasurer. The Treasurer shall perform all of the duties customary to that office, including the duty of supervising the keeping of the records of the receipts and disbursements of the Corporation. He shall submit to the Board of Directors at the annual meeting and at such other times as the Board may require full statements showing in detail the financial condition and affairs of the Corporation. He shall give such bond, if

BY-LAWS
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ANTHEM LIFE INSURANCE COMPANY

any, for the faithful performance of his duties as the Board of Directors may require.

3.08 Assistant Treasurer. In the absence or inability of the Treasurer, the Assistant Treasurer, if any, shall perform only such duties as are herein or specifically assigned to him, in writing, by the Board of Directors or the Chairman of the Board.

3.09 Secretary. The Secretary shall be the custodian of the books, papers, and the records of the Corporation and of its corporate seal, if any. He shall keep the minutes of the meetings of the shareholders and of the Board of Directors and enter the same in the minute book of the Corporation. He shall perform all of the other duties usual in the office of Secretary of a corporation.

3.10 Assistant Secretary. The Assistant Secretary, if any, shall assist the Secretary in the performance of the Secretary's duties as defined herein, or any other duties as are assigned to him in writing by the Board of Directors or the Chairman of the Board.

3.11 Salaries. The Board of Directors may, at its discretion, from time to time, fix the salary of any officer by resolution placed on record in the minutes.

3.12 Surety Bonds. All officers and home office employees having control of or access to monies or securities of the Corporation in the regular discharge of their duties shall secure such bonds in favor of the Corporation as may be required from time to time by the laws of the State of Indiana.

ARTICLE IV
Conflicts of Interest

No contract or other transaction between the Corporation and one or more Directors or any other corporation, firm, association or entity in which one or more Directors is a director or officer or is financially interested, shall be either void or voidable because of such relationship or interest or because such Director or Directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction or because his or their votes are counted for such purposes if:

(a) The fact of such relationship or interest is disclosed or known to the Board of Directors or Committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested Directors or

(b) The fact of such relationship or interest is disclosed or known to the shareholders entitled to vote and they authorize, approve, or ratify such contract or transaction by vote or written consent; or

(c) The contract or transaction is fair and reasonable to the

BY-LAWS
OF
ANTHEM LIFE INSURANCE COMPANY

Corporation. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a Committee thereof which authorizes, approves, or ratifies such contract or transaction.

ARTICLE V
Checks

All checks, drafts or other orders for the payment of money shall be signed in the name of the Corporation by such officers or persons as shall be designated from time to time by resolution adopted by the Board of Directors and spread of record in the minute book of the Corporation.

ARTICLE VI
Loans

Such of the officers of the Corporation as shall be designated from time to time by a resolution adopted by the Board of Directors and spread of record in the minute book shall have the power, with such limitations thereon as may be fixed by the Board of Directors, to borrow money in the Corporation's behalf, to establish credit, to discount bills and papers, to pledge collateral and to execute such notes, bonds, debentures or other evidences of indebtedness, and such mortgages, trust indentures and other instruments in connection therewith, as may be authorized from time to time by such Board.

ARTICLE VII
Execution of Documents

The President and Secretary shall, in the Corporation's name, sign all deeds, leases, contracts or similar documents that may be authorized by the Board of Directors unless otherwise directed by the Board of Directors or otherwise provided herein or in the Corporation's Articles of Incorporation, or as otherwise required by law.

ARTICLE VIII
Stock

8.01 Certificates. Certificates for shares of the capital stock of the Corporation shall be signed by the President and the Secretary and the seal of the Corporation, if any, shall be thereto affixed.

8.02 Transfer. The stock of the Corporation shall be transferred on the books of the Corporation and only upon a surrender of the certificate therefor, properly endorsed by the registered holder in person or by his attorney-in-fact and duly witnessed.

8.03 Stock Register. The Corporation shall keep at its principal office a stock register or transfer book, or duplicate copy of such, showing such information as is commonly required to be shown by stock transfer books. Such book shall permit the Corporation to identify any stock which qualifies as Section 1244 stock under the Internal

BY-LAWS
OF
ANTHEM LIFE INSURANCE COMPANY
Revenue Code of 1954, as amended.

ARTICLE IX
Seal

The corporate seal of the Corporation shall, if the Corporation elects to have one, be in such form as shall be approved from time to time by the Board of Directors.

ARTICLE X
Amendments

The By-Laws may be rescinded, changed, or amended at any regular or special meeting of the Board of Directors if a notice or waiver of notice for said meeting shall have stated the sections of the By-Laws proposed to be rescinded, changed, or amended.

ARTICLE XI
Interim Emergency Management During Widespread Disaster

11.01 Time Effective. In the event of widespread disaster, destruction of life and property or holocaust, resulting from war damage or nuclear devastation, evidenced by a declaration of the President of the United States or the Governor of the State of Indiana, or survivors respectively exercising the powers of president or governor, that a state of national emergency or a state of local disaster exists, or if it becomes evident that from such destruction of life large numbers of officers, assistants, employees, directors and committee members cannot readily be found to have survived, to make it feasible to conduct the corporate affairs with the formality of existing by-laws, then this Article XI shall be effective to the extent permitted by law (and supersede any pre-existing by-laws, in conflict herewith) and shall continue in effect until the termination of said emergency.

11.02 Board of Directors. Meetings of the Board of Directors shall be held whenever called by any surviving officer or director, upon two (2) days' notice. The member or members present at each meeting of the Board of Directors shall constitute a quorum for transaction of business, and the act of the only member present, or the act of two members, if two be present, or the act of a majority, if more than two members be present, shall be the act of the Board of Directors.

11.03 Officers. Until otherwise provided by the Board of Directors, each elective officer of the Corporation may perform on behalf of the Corporation any act which any other such officer is authorized to do.

11.04 Principal Office. The Board of Directors shall, if need be, have the power to relocate the Principal Office of the Corporation at any available place.

11.05 Liability of Officers, Directors and Employees. No officer, director, committee member or employee, acting in accordance with this Article XI or any other emergency by-law, shall be liable except for willful misconduct.

11.06 Emergency Legislation. The officers, directors, Board of Directors and

BY-LAWS
OF
ANTHEM LIFE INSURANCE COMPANY

committees may, in addition to the authority and powers specified in this Article XI, also have, employ and exercise respectively any and all emergency powers and authorities provided and sanctioned by any emergency legislation enacted, subject only to such limitations as the Board of Directors may itself expressly impose.

11.07 Amendment of By-Laws. The by-laws of the Corporation, including the provisions of this Article XI, may be altered, amended or repealed by the Board of Directors, acting in accordance with the provisions of this Article XI, but such modifications shall be effective only during the existence of such emergency.

ARTICLE XII
Indemnification of Directors and Officers

12.01 Actions Other Than By or in the Right of the Corporation. Subject to the provisions of Article XII, Section 12.03, the Corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the company) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation in which it has owned, now owns, or may hereafter own shares of capital stock, or of which it has been, now is, or may hereafter be a creditor, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and necessarily incurred by him in connection with such action, suit, or proceeding. If he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, shall not create a presumption that the person had reasonable cause to believe that his conduct was unlawful.

12.02 Actions By or in the Right of the Corporation. Subject to the provisions of Section 12.03, the Corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation in which it has owned, now owns, or may hereafter own shares of capital stock, or of which it has been, now is, or may hereafter be a creditor, against expenses (including attorneys' fees) actually and necessarily incurred by him in connection with such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation, except to the extent that (i) such indemnification is permitted by law, and (ii) the Board of Directors, independent legal counsel, or the shareholders specifically determine, in the manner set forth in Section 12.03, that such indemnification is proper in the circumstances, in each case notwithstanding such judgment.

BY-LAWS
OF
ANTHEM LIFE INSURANCE COMPANY

12.03 Determination that Indemnification is Proper. Any indemnification under Sections 12.01 and 12.02 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in said Sections 12.01 and 12.02. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable and a quorum of disinterested directors so directs, by independent legal counsel (who may be of counsel to the Corporation) in a written opinion, or (iii) by the shareholders.

12.04 Conditional Payment Prior to Final Disposition. Expenses incurred in connection with a civil, criminal, administrative, or investigative action, suit, or proceeding, or threat thereof, may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized in the manner provided in Section 12.03, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this article.

12.05 Nonexclusive Rights: Continuance Beyond Tenure. The indemnification provided by this Article XII shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any other by-law, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person. Notwithstanding any other provision of this Article XII to the contrary, the indemnification provided by this Article XII shall be limited to the extent, if any, as required by applicable law.

12.06 Insurance Authorized. The Corporation shall have the power by resolution of a majority of the Corporation's Board of Directors to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation in which it has owned, now owns, or may hereafter own shares of capital stock, or of which it has been, now is, or may hereafter be a creditor, against any expenses incurred in any proceeding and any liabilities asserted against him in his capacity, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article XII.



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER

25 Capitol Street – Room 120
Concord, New Hampshire 03301

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

October 23, 2013

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to amend its contract with Anthem Life Insurance Company (VC#176307) of Worthington, Ohio, originally approved by Governor and Council on December 8, 2010, item #27, by increasing the amount by \$60,000, from \$643,500 to \$703,500, to cover recent changes to certain collective bargaining agreements that increases the employer-paid life insurance benefit for employees from \$20,000 to \$25,000; it is predicated on a range of between 3,000 to 10,000 lives for the employer-paid life insurance provided to full-time employees. This amendment is effective upon Governor and Council approval for the period January 1, 2014 through December 31, 2015. **Approximately 34% General Funds, 21% Federal Funds, and 45% Other Funds.**

Payments for this coverage will be made from the authorized appropriation for life insurance benefits (Class 60 – account 500603) in each agency for its employees and are anticipated to be budgeted and available in future years. Authority to adjust encumbrances in each of the State's fiscal years will be through the Budget Office, if needed and justified, contingent on continued budget authorization for future fiscal years.

EXPLANATION

This Agreement provides for the employer-paid life insurance provided to full-time employees. The original Agreement was approved by Governor and Council on December 8, 2010, item #27, for a term of five years effective January 1, 2011 through December 31, 2015, with an option to extend for a two-year term.

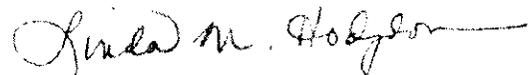
The existing Collective Bargaining Agreements for 2011-2013 require the State to provide term life insurance coverage in the amount of \$20,000 for full-time state employees. Through the recent changes made to certain collective bargaining agreements effective January 1, 2014, providing employee benefits through a plan referred to as Plan A, the employer-paid life insurance benefit for full-time employees will increase from \$20,000 to \$25,000 for certain unions and others. The individuals impacted are those represented by the Teamsters, Troopers, NEPBA as well as certain other individuals to whom the newly negotiated health benefit plan applies. This increase in coverage is effective January 1, 2014. The

approval of this amendment would also authorize the inclusion of those represented by the SEA in the event of a collective bargaining agreement between the State and the SEA that provides for the same increase in employer-paid life insurance.

The State currently pays a unit price of \$.045 per \$1,000 of coverage per month; approximately \$128,700 per year. The unit price in place is guaranteed for the term and will not be increasing; however, based upon the increase in coverage from \$20,000 to \$25,000, the State estimates the increase in cost to be up to \$60,000, depending on the number of full-time State employees and the number of unions that are participating.

Based on the foregoing, I am respectfully recommending approval of this contract amendment.

Respectfully submitted,

A handwritten signature in cursive script that reads "Linda M. Hodgdon". The signature is written in black ink and includes a long horizontal flourish at the end.

Linda M. Hodgdon
Commissioner

**FIRST AMENDMENT TO THE AGREEMENT
BY AND BETWEEN THE STATE OF NEW HAMPSHIRE,
ACTING THROUGH THE DEPARTMENT OF ADMINISTRATIVE SERVICES,
AND ANTHEM LIFE INSURANCE COMPANY**

This Amendment (hereinafter referred to as the "Amendment") dated this 29TH day of October, 2013 by and between the State of New Hampshire acting through the Department of Administrative Services (hereinafter referred to as the "State") and Anthem Life Insurance Company, a life insurance administrator, having a place of business at 6740 High Street, Worthington, Ohio (hereinafter referred to as the "Contractor");

WHEREAS, pursuant to an agreement (hereinafter referred to as the "Agreement") effective January 1, 2011 and set to expire December 31, 2015, as amended, the Contractor agreed to administer life insurance benefits for state employees and their eligible dependents upon the terms and conditions specified in the Agreement in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended only by a written instrument executed by the parties thereto and only after approval of such amendment by the Governor and Council;

WHEREAS, due to a change in the terms of the State's collective bargaining agreements the State and Contractor agree to amend the Agreement to provide for an increase in the amount of employer paid group term life insurance ("Plan 1") for employees impacted by the change;

WHEREAS, the State and Contractor agree to amend the Agreement as stated herein; and

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

Effective January 1, 2014:

1. Amend Exhibit A. Scope of Services, III. Specifications For Coverage of Group Term Life Insurance, 1. Group Term Life Insurance, by inserting the following paragraph immediately after the last existing paragraph:

Effective on the applicable dates defined in #2 below, the Contractor shall provide basic term life benefits in the amount of \$25,000 for eligible categories of employees on an employer paid basis. Eligible employees and categories of employees and their applicable effective dates are defined in #2 below.

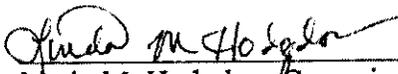
2. Amend Exhibit A. Scope of Services, III. Specifications For Coverage of Group Term Life Insurance, 2. Eligibility and Enrollment Conditions and Stipulations, by inserting the following paragraph after the last existing paragraph:

Categories of employees entitled to basic term life benefits in the amount of \$25,000 with an effective date of 1/1/2014 shall be identified for the Contractor by the State at least 30 days prior to such effective date. If additional categories of employees become entitled to basic term life benefits in the amount of \$25,000 after 1/1/2014, pursuant to a change in the law or the terms of collective bargaining agreements, the State shall notify the Contractor of the new categories of employees at least 30 days prior to the applicable effective date.

3. Amend Exhibit A. Scope of Services, VI. Order of Precedence of Documents, by deleting the word "and" directly after "4. Anthem Group Policy, included herein as Appendix A; and" and replacing the period directly after "5. Employee Certificate of Coverage included herein at Appendix B." with a semi-colon and then inserting the following:
 6. Anthem Group Policy, included herein at Appendix C; and
 7. Employee Certificate of Coverage, including herein at Appendix D.
4. Amend Exhibit B. Contract Price and Payment Terms, 1. Contract Prices, A. Basic Term Life and Basic AD&D Rates, by replacing the Plan 1 life amount of \$20,000 with a Plan 1 life amount of \$20,000 or \$25,000.
5. Amend appendices by adding immediately following Appendix B:
 - a. Appendix C, the Anthem Group Policy that shall describe basic term life benefits in the amount of \$25,000; and
 - b. Appendix D, Employee Certificate of Coverage that shall describe basic term life benefits in the amount of \$25,000.
6. Except as specifically amended herein, all other provisions of the Agreement approved on December 8, 2010, item #27, shall remain in full force and effect.

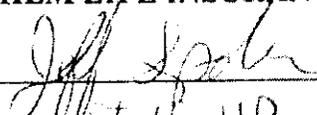
IN WITNESS WHEREOF, the parties have hereto set their hands as of the date and year first written above.

STATE OF NEW HAMPSHIRE
Department of Administrative Services



Linda M. Hodgdon, Commissioner

ANTHEM LIFE INSURANCE COMPANY

By: 

Title: State VP

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Los Angeles

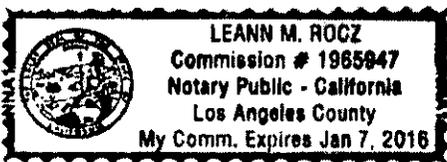
On October 29, 2013 before me, LeAnn M. Rocz, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jeff Spahr
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: LeAnn M. Rocz
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: First Amendment to Agreement Document Date: October 29, 2013
Number of Pages: 4 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

On this _____ day of _____, 2013 before me _____,
the undersigned officer, personally appeared _____ who acknowledged
him/herself to be the _____ of Anthem Life Insurance Company, and
that he/she, as such and being duly authorized to do so, executed the foregoing instrument of the
purposes therein contained, by signing the name of the corporation by him/herself as
_____.

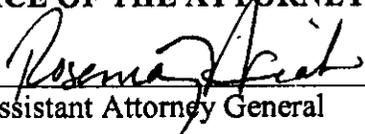
In witness whereof I hereunto set my hand and official seal.

See attached CA All-Purpose Acknowledgment
Notary Public

My Commission expires:

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: 
Assistant Attorney General

Date: 10-29-13

I hereby certify that the foregoing contract was approved by the Governor and
Council of the State of New Hampshire at the Meeting on NOV 20 2013, 2013.

OFFICE OF THE SECRETARY OF STATE

By: 

DEPUTY SECRETARY OF STATE

State of New Hampshire

K. Hutchins

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER

25 Capitol Street - Room 120

Concord, New Hampshire 03301

FEDERAL BOURGON

Commissioner
603.271.3700

OFFICE OF THE COMMISSIONER

25 CAPITAL STREET
CONCORD, NH 03301

November 8, 2014

COPY

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Anthem Life Insurance Company (ANL - 3025) of Worthington, Ohio in the amount of approximately \$643,100, for their group term life insurance provided to full-time employees, effective at contract start on 7/1/14 and 12/31/15 approximately 100% of the cost from December 31, 2015. **Approximately 40% General Funds, 16% Federal Funds, and 44% Other Funds.**

Payments for this coverage will be made from the authorized appropriation for benefits in each agency for its employees and are anticipated to be budgeted and available in future years. Authority to adjust encumbrances in each of the State fiscal years will be through the Budget Office, if needed and justified, contingent on approved budget authorization for future fiscal years.

EXPLANATION

The Department of Administrative Services is authorized pursuant to RSA 271:10 to enter into permanent group life insurance contracts with any group of state agency or non-agency or other group deemed to be a public entity in the State.

The current contract with Anthem Life Insurance Company (hereinafter referred to as Anthem Life) is set to expire on December 31, 2010. The Collective Bargaining Agreement requires the State to provide term life insurance coverage in the amount of \$200,000 to all full-time state employees. Further, the State will also contractually provide term life insurance coverage to contract full-time employees who are employed for 100% of the year. The State will also provide term life insurance coverage for themselves, their spouses, and dependent children, and will also provide voluntary benefit.

Linda M. Hodgson, Commissioner
Department of Insurance
100 State Street
Concord, New Hampshire 03301
Phone: 603-271-3000
Fax: 603-271-3001
www.nh.gov

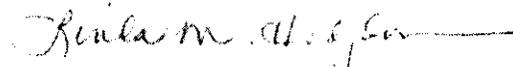
In August 2010, the Bureau of Insurance and Property issued a request for proposals through the Division of Personnel and Insurance Administration (DPIA) relative to the procurement of group term life insurance coverage for state employees as described herein. On October 7, 2010, ten compliant bids were received.

The bid submitted by Anthem Life offered the lowest price. The contract price is based upon a unit price of \$.045 per \$1,000 of coverage per month, which is a guaranteed rate for a period of five (5) years. The cost for the employer paid for the contract for all full-time employees per year is estimated to be \$128,700 or \$643,500 for the five year term. The Department estimates that the State will save approximately 45% or 35% over the term of the contract.

Attached is a list of the bidders contacted directly and a copy of the bid and price list that was published in the Concord Monitor. The bid was also posted on the Telephone & Property website.

Based on the foregoing, I am respectfully recommending approval of the contract with Anthem Life.

Respectfully submitted,


Linda M. Hodgson
Commissioner

STATE OF NEW HAMPSHIRE
 Bureau of Purchase and Property
RFB # 2011-118
DATE: 9/9/10 @ 11:00AM

Group Term Life Insurance
Statewide

Plan # 1
Rate - Group Term Life
(per \$1000) - \$20,000

VENDOR	Rate - Group Term Life (per \$1000) - \$20,000
Anthem BCBS	\$0.045
Cigna (2) - GBG Consulting & Professional Group Plans	\$0.076
ING	\$0.058
Minnesota Life/Securian	\$0.081
Aetna	\$0.108
EBM, inc- Dearborn National	\$0.045
EBM, inc - ING	\$0.059
The Hartford Group	\$0.130
GBC Consulting Liberty Mutual	\$0.081
MetLife	\$0.118

Non-Complaint:

The Standard
 Davis & Towie

STATE OF NEW HAMPSHIRE

RFB 2011-118

LIFE INSURANCE

Jul-10

VENDOR	CONTACT NAME	E-MAIL ADDRESS	MAILING ADDRESS
METLIFE	Lee J. Martin Sales Representative	ljmartin@metlife.com	650 ELM STREET MANCHESTER, NH
ANTHEM BCBS	Lynne Hebert Account Executive	lynn.hebert@anthem.com	3000 GOFFS FALLS MANCHESTER, NH
AETNA	THRU DAVIS & TOWLE		400-1 TOTTEN POINT WALTHAM, MA 02
MUTUAL OF OMAHA	THRU DAVIS & TOWLE		
HARTFORD LIFE	THRU DAVIS & TOWLE		24 NEW ENGLAND BURLINGTON, MA
STANDARD INSURANCE COMPANY	Adam Pratt Sales Executive	apratt@standard.com 877.247.1427 EXT. 104	75 MARKET STREET PORTLAND, ME 04
UNUM PROVIDENT	THRU DAVIS & TOWLE		
CIGNA	Kevin McGuire Account Executive	kevin.mcguire@cigna.com 781-837-1343	Three Newton E-ec 2223 Washington S
UNITED HEALTHCARE / Unimerica Workplace Benefits	Jimmy R. Bunch, Jr. Sales Executive	jbunch@unc.com 781-419-8475	950 Winter Street, S WALTHAM, MA 02
GUARDIAN	Daniel Snea Sales Representative	dshea@glic.com 617-457-5301	1 Liberty Square 3r Boston, MA 02109
DAVIS & TOWLE	Adria Cilley Agent	adria@davistowleagency.com 753-6328	378 Village Street Penacook, NH 0330

Client:	1012163	NH DEPT ADMINISTRATIVE SER-	Phone:	(603) 271-1410
Order #:	723658	Requested By:	Fax:	
Sales Rep.:	LEGA	CATHY VALLEY	Phone:	(603) 369-3210
		cathy@cmonitor.com	Fax:	(603) 228-8238
Class.:	C166	LEGALS		
Start Date:	08/09/2010	End Date:	08/11/2010	Nb. of Inserts: 6
Publications:	CONCORD MONITOR, MONITOR ONLINE			
Total Price:	\$162.00			Page 1 of 1

PUBLIC NOTICE

The State of New Hampshire, Department of Administrative Services, is seeking bids from qualified vendors for the procurement of group term life insurance. Specifications may be obtained on-line at <http://admin.state.nh.us/purchasing/vendorresources.asp>, RFB 2011-118. Bid submissions must be received by the Bureau of Purchase and Property no later than 11:00 A.M. E.S.T. on Thursday, September 9, 2010.
 Tommy Nelson
 Administrative Services

August 9, 10, 11

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

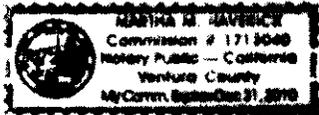
State of California

County of Los Angeles }

On Nov 2, 2010 before me, MARTHA M. HAVERICK
Date Here Insert Name and Title of the Officer

personally appeared NICHOLAS L BRECKER
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Martha M Haverick
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

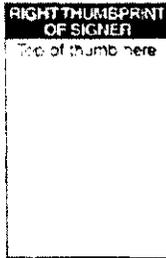
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

attached and/or incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1.1. Pursuant to this agreement, the Contractor agrees, represents and warrants that the Contractor is in compliance with the requirements of the subcontract terms of N.H. RSA chapter 281-A and applicable regulations. 15.1.2. Pursuant to this agreement, Contractor is subject to regulations of N.H. RSA chapter 281-A. Contractor shall maintain and require any subcontractor or assignee to create and maintain payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewals) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the same under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default in the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended or modified, in whole or in part, only by an instrument in writing signed by both parties hereof and only after approval of such amendment or modification by the Contracting Officer, Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only and the words contained therein shall in no way be held to expand, modify, amplify or aid in the interpretation, construction or construction of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. If the terms, conditions or provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law or any regulatory provisions of this Agreement, then such law, regulation and effect.

24. ENTIRE AGREEMENT. This Agreement, when fully executed in a number of copies, each of which shall be deemed a original, constitutes the entire Agreement and understanding between the parties and supersedes all prior Agreements and understandings relating hereto.

WB
11/2/16

**EXHIBIT A
SCOPE OF SERVICES**

I. PURPOSE:

The Contractor hereby agrees to provide professional services to the State of New Hampshire's eligible employees on an employer-paid basis with conditions for additional voluntary benefits as provided in the attached schedule in accordance with the specifications of RFB 2011-116 and as described below.

II. TERM:

The term of any resulting contract shall be for a five (5) year term commencing January 1, 2011, or upon Governor and Council approval, whichever is later and two (2) years thereafter or December 31, 2015, with policies to be renewed annually. The first policy term shall commence January 1, 2011 and expire thereafter on December 31, 2011. The second policy term shall commence January 1, 2012 and expire thereafter on December 31, 2012. The third policy term shall commence January 1, 2013 and expire thereafter on December 31, 2013. The fourth policy term shall commence January 1, 2014 and expire thereafter on December 31, 2014. The fifth policy term shall commence January 1, 2015 and expire thereafter on December 31, 2015. This agreement may be renewed for an additional term of two (2) years upon terms and conditions as the parties may mutually agree and upon the approval of Governor and Council.

The State shall have the right to terminate the contract at any time at the Contractor thirty (30) days advance written notice.

III. SPECIFICATIONS FOR COVERAGE OF GROUP TERM LIFE INSURANCE

1. Group Term Life Insurance:

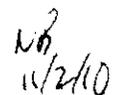
The Contractor shall provide basic term life benefits in the amount of \$75,000 for eligible employees on an employer-paid basis. Eligible employees are defined as follows:

2. Eligibility and Enrollment Conditions and Stipulations:

Enrolled employees shall be immediately eligible for the insurance from the effective date. Eligible employees hired after the effective date shall become eligible on the first of the month following thirty (30) days of state employment.

Employees eligible to participate in the plan are full-time employees of the State with the standard 37.5 hours to 40 hours per week. Those employees who do not have a net contribution. Temporary and seasonal employees must be notified with

Accepted by:

Accepted by: 
Date: 11/21/10

payment and payment amount, and date to which it pertains shall be available at the Division of Personnel, website at www2.dhs.gov/PERFORM for all applicable payments and be made by the Contractor in accordance with the applicable state policy provisions and regulations.

The Contractor shall designate and send one or more representatives to attend and participate at public issues and inquiries from state personnel and ensure a response standard of two business days is met.

The Contractor shall maintain regular business hours, which at a minimum shall include Monday through Friday, 8:00 AM – 4:00 PM, or 9:00 AM – 5:00 PM.

2. PROGRAM IMPLEMENTATION/ENROLLMENT

a. Program Implementation/Enrollment.

The Contractor shall be available to assist the State with all aspects of implementation, to include participating in the initial open enrollment to educate employees and their state employees, preparing and distributing enrollment materials, general information regarding the State's www.dhs.gov website, and other.

The Department of Personnel Planning shall be done in a timely and organized manner with a timetable so that the transition is successful for a January 1, 2011 effective date.

Further, at the sole expense of the Contractor hereby agreed to include:

Claim Forms. Claim forms and instructions shall be distributed to State services within thirty (30) days after contract award and as needed thereafter.

Certificates of Coverage. Certificates of Coverage shall be provided to the Division of Personnel within (30) days of request, throughout the contract term. Online certificates of coverage and/or summary plan descriptions shall be available for download and shall be made available to all employees.

Benefit Brochures. Comprehensive benefit brochures shall be made available to each covered participant at enrollment. Individual certificates, e-benefit plan, or other pertinent information shall be provided no later than thirty (30) days after the effective date or delivery of enrollment data.

Service Representative. A service representative shall be made available to the State. Representative shall be available at the initial open enrollment to assist in educating the plan and enrolling State employees. The Contractor shall provide personnel engaged in the contract services shall be qualified to assist employees in laws and shall be subject, jointly and otherwise as the law requires, to all applicable laws, rules, regulations, and other requirements of the State and its agencies, and shall be subject to the laws, rules, regulations, and other requirements of the State and its agencies.

Contractor's Signature

Contractor's Date *NB 11/2/10*

VI. ORDER OF PRECEDENCE OF DOCUMENTS

The following is the order of precedence of the documents listed in the Order of Precedence of Documents section of the Request for Bid:

1. General Conditions - 17
2. State's Request for Bid (RFB) for Group Life
3. Anthem Life Insurance Company's Response to the RFB
4. Anthem Group Policy included herein at Appendix A and C
5. Employee Certificate of Coverage included herein at Appendix B

The Contractor shall be bound by the order of precedence of the documents listed in the Order of Precedence of Documents section of the Request for Bid, and the RFB Response shall prevail in the event of a conflict.

Contract # 17-00000000000000000000
Date: 11/2/10

**EXHIBIT B
CONTRACT PRICE AND PAYMENT TERMS**

I. CONTRACT PRICES

The contract hereby approved for certain life services in complete compliance with the terms and conditions specified in Article A of the attached policy with the following rates of interest through the contract period:

A. BASIC TERM LIFE AND BASIC AD&D RATES

Plan	Life	AD&D	Dependent Life Insurance on Children	Life Rate per \$1,000	AD&D Rates per \$1,000	Dependent Life Insurance on Children (rates per \$1,000)
1	Term \$20,000			\$0.045		
2	Term \$10,000	Same As Life		\$0.045		
3	Term \$5,000			\$0.045		
4	Term \$10,000	Same As Life		\$0.045		
5	Term \$10,000	Same As Life	\$1,000	\$0.045		\$1.000
6	Term \$10,000	Same As Life	\$1,000	\$0.045		\$1.000

B. PLAN 7 DEPENDENT LIFE RATES

Age	Monthly Rate Per \$1,000
18-29	\$0.045
30-34	\$0.049
35-39	\$0.055
40-44	\$0.060
45-49	\$0.062
50-54	\$0.065
55-59	\$0.068
60-64	\$0.070
65-69	\$0.075

Spouse coverage from rates at age 70

C. PLAN 8 SUPPLEMENTAL LIFE AND AD&D RATES

Age	Monthly Rate Per \$1,000
18-29	\$0.045
30-34	\$0.049
35-39	\$0.055
40-44	\$0.060
45-49	\$0.062
50-54	\$0.065
55-59	\$0.068
60-64	\$0.070
65-69	\$0.075
70+	\$0.080

Contract # 101
NB
11/2/10

II. INVOICING AND PREMIUM PAYMENTS

The State shall be invoiced on a monthly basis. The State shall make payments to the vendor electronically or by check mailed to the address in Section 1.4 of the RFP. Payment terms are net thirty (30).

MB
1/1/10

**EXHIBIT C
SPECIAL PROVISIONS**

1. Delete Paragraph 14.1.1 and substitute the following: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and
2. There are no other special provisions for this contract.

ANTHEM LIFE INSURANCE COMPANY

Home Office: Indianapolis, Indiana

Administrative Office: P.O. Box 182361, Columbus, Ohio 43218-2361

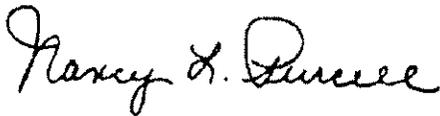
GROUP POLICY

Anthem Life Insurance Company (we, our, or us) will pay the benefits provided in this Group Policy subject to all terms and conditions stated in this Group Policy.

The Group Policy is governed by the laws of the state where the Group Policy is issued.

All periods of time will begin and end at 12:00 midnight at the beginning of the day specified at the Policyholder's address.

Signed for Anthem Life Insurance Company, at Columbus, Ohio, on the Group Policy effective date.



Nancy L. Purcell, Secretary



Joan Herman, President

Group Insurance Policy
Nonparticipating - The Group Policy Does Not Pay Dividends

GP-1

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Policy Schedule

General Information

Policyholder: (also referred to as Group)	State of New Hampshire 25 Capitol Street Concord, NH 03301
Group Policy Number:	AL00002490
Group Policy Effective Date:	01/01/2007
State of Issue:	New Hampshire
Premium Due Date:	1st day of the month

Eligible Classes

Eligible Classes are described below. "Eligible Employee" includes all employees who satisfy the definition of Eligible Person (as defined in the Certificate) except the Governor.

Plans 1 through 6 include a Living Benefit (accelerated death benefit) of 50% of the Group Term Life Insurance (and 50% of any optional Supplemental Group Term Life Insurance) in force at the time the Living Benefit is validly requested. The Living Benefit has no additional premium charge.

A full description of the benefit provisions and other terms and conditions of coverage is provided in the Certificate(s), which are attached to and made part of this Group Policy.

The Effective Date of Coverage for each Eligible Person, regardless of class, is as follows:

- First Premium Due Date following completion of the Eligibility Waiting Period.

The Eligibility Waiting Period for each Eligible Person, as applicable and regardless of class, is as follows:

- If the employee becomes an Eligible Person on or before the Group Policy Effective Date, his/her Eligibility Waiting Period is 0 days (those becoming Eligible Persons before the Group Policy Effective Date must remain eligible through such date).
- If the employee becomes an Eligible Person after the Group Policy Effective Date,

and:

- o if he/she is not a temporary or seasonal employee, his/her Eligibility Waiting Period is **30 days** of continuous employment, working at least 30 hours per week; or
- o if he/she is a temporary or seasonal employee, his/her Eligibility Waiting Period is **6 months** of continuous employment, working at least 37.5 hours per week.

Eligible Person, as applicable and regardless of class, means:

- A person who satisfies the definition of an Eligible Person, as stated in the Definitions section, and must be working:
 - o at least 30 hours per week if not a temporary or seasonal employee; or
 - o at least 37.5 hours per week if a temporary or seasonal employee.

Class: 01

Eligible Class Definition: All Eligible Employees Enrolling in Plan 1

Employer's Premium Contribution:

- \$20,000 Group Term Life (Plan 1) - 100%
- \$10,000 Dependent Life Spouse (optional Plan 7) - 0%
- Supplemental Group Term Life and/or Dependent Life Spouse, and Supplemental AD&D (optional Plan 8) – 0%
 - o Option A: \$25,000
 - o Option B: \$50,000
 - o Option C: \$75,000
 - o Option D: \$100,000

Class: 02

Eligible Class Definition: All Eligible Employees Enrolling in Plan 2

Employer's Premium Contribution:

- \$20,000 Group Term Life (Plan 2) – 100%
- \$20,000 Accidental Death & Dismemberment (Plan 2) - 0%
- \$10,000 Dependent Life Spouse (optional Plan 7) - 0%
- Supplemental Group Term Life and/or Dependent Life Spouse, and Supplemental AD&D (optional Plan 8) – 0%
 - o Option A: \$25,000
 - o Option B: \$50,000
 - o Option C: \$75,000
 - o Option D: \$100,000

Class: 03

Eligible Class Definition: All Eligible Employees Enrolling in Plan 3

Employer's Premium Contribution:

- \$25,000 Group Term Life (Plan 3) – 80%
- \$10,000 Dependent Life Spouse (optional Plan 7) - 0%
- Supplemental Group Term Life and/or Dependent Life Spouse, and Supplemental AD&D (optional Plan 8) – 0%
 - o Option A: \$25,000
 - o Option B: \$50,000
 - o Option C: \$75,000
 - o Option D: \$100,000

Class: 04

Eligible Class Definition: All Eligible Employees Enrolling in Plan 4

Employer's Premium Contribution:

- \$25,000 Group Term Life (Plan 4) - 80%
- \$25,000 Accidental Death & Dismemberment (Plan 4) - 0%
- \$10,000 Dependent Life Spouse (optional Plan 7) - 0%
- Supplemental Group Term Life and/or Dependent Life Spouse, and Supplemental AD&D (optional Plan 8) - 0%
 - o Option A: \$25,000
 - o Option B: \$50,000
 - o Option C: \$75,000
 - o Option D: \$100,000

Class: 05

Eligible Class Definition: All Eligible Employees Enrolling in Plan 5

Employer's Premium Contribution:

- \$20,000 Group Term Life (Plan 5) - 100%
- \$20,000 Accidental Death & Dismemberment (Plan 5) - 0%
- \$3,000 Dependent Life Child (Plan 5) - 0%
- \$10,000 Dependent Life Spouse (optional Plan 7) - 0%
- Supplemental Group Term Life and/or Dependent Life Spouse, and Supplemental AD&D (optional Plan 8) - 0%
 - o Option A: \$25,000
 - o Option B: \$50,000
 - o Option C: \$75,000
 - o Option D: \$100,000

Class: 06

Eligible Class Definition: All Eligible Employees Enrolling in Plan 6

Employer's Premium Contribution:

- \$25,000 Group Term Life (Plan 6) – 80%
- \$25,000 Accidental Death & Dismemberment (Plan 6) - 0%
- \$3,000 Dependent Life Child (Plan 6) - 0%
- \$10,000 Dependent Life Spouse (optional Plan 7) - 0%
- Supplemental Group Term Life and/or Dependent Life Spouse, and Supplemental AD&D (optional Plan 8) – 0%
 - o Option A: \$25,000
 - o Option B: \$50,000
 - o Option C: \$75,000
 - o Option D: \$100,000

Group Policy Provisions

Group Policy

The Group Policy consists of this document, including any endorsements, riders or amendments, and the group application.

Our Representations and Agreements

1. In consideration of payment of premiums and compliance by the Policyholder with all conditions and provisions set forth in the Group Policy, we shall provide or cause to be provided to enrolled Eligible Persons and their enrolled Dependents, the insurance coverage as described in the Group Policy, subject to all conditions and limitations contained herein. Although Eligible Persons are not parties to the Group Policy, the information provided in their applications is used to determine eligibility and benefits.
2. Premium rates will be determined based on our established underwriting and administrative practices. We may change premium rates as stated in the "Changes in the Group Policy" provision.
3. We will furnish for each enrolled Eligible Person a Certificate(s) which shall set forth a description of the benefits, the limitations thereof, and the conditions under which such benefits shall be provided.

Representations and Agreements of the Policyholder

1. The Policyholder will give notification of eligibility to each Eligible Person who is or will become eligible for enrollment, and will obtain and submit to us an application on a form acceptable to us for each Eligible Person desiring to enroll.
2. The Policyholder will promptly forward to us all applications, notices or other writing received from Eligible Persons.
3. Premiums are payable in advance to us and are due on the premium due date stated in the Policy Schedule. The Policyholder shall pay the premium even if the Policyholder requires a contribution toward the premium from enrolled Eligible Persons.
4. The Policyholder will keep such records and furnish to us such periodic reports as may reasonably be required by us for the purpose of enrolling Eligible Persons under the Group Policy, processing terminations of coverage, effecting changes in coverage due to a change in family status, determining the premium amount payable by the Policyholder under the Group Policy, or for any other purpose reasonably related to the administration of the Group Policy. All documents or records that may have a bearing on the benefits or premiums under the Group Policy will be open for inspection. They will be available at all reasonable times while this Group Policy is in effect and for seven years after termination.

5. The Policyholder will make the Group Policy available for inspection at the Policyholder's main office during regular business hours. The Group Policy will be made available for such inspection by Covered Persons or Beneficiaries under the Group Policy, or representatives of such persons.
6. The Policyholder agrees that we may delegate our administrative duties to a third party, according to a written agreement between the third party and us.

Entire Contract

The following documents will constitute the entire contract between the Policyholder and us: the Group Policy, the individual applications thereof submitted by or for Eligible Persons in connection with this Group Policy; and our underwriting regulations, including but not limited to our medical rules and administrative practices and procedures as adopted and/or revised from time to time.

Incontestability

The life insurance portion of this Group Policy is incontestable after two years from the Group Policy's effective date. Any misstatement used to deny or reduce a benefit, deny a claim, or void insurance must be contained in a written application signed by the insured, a copy of which is provided to the person who made it, or in the event of the person's death, the Beneficiary.

Changes in the Group Policy

Except as otherwise provided below, no waiver, modification or change in any provision of the Group Policy shall be effective unless and until approved in writing by one of our officers and evidenced by an endorsement, rider or amendment to the Group Policy.

We reserve the right to change the benefit provisions and the terms and conditions thereof provided for under the Group Policy by giving written notice to the Policyholder not less than 31 days prior to the effective date of such change. We also reserve the right to change the premium rates by giving written notice to the Policyholder not less than 31 days prior to the effective date of such change. If any change to the benefits or the premium rates is unacceptable to the Policyholder, the Policyholder shall have the right to terminate coverage under the Group policy as stated in the "Term and Termination of the Group Policy" provision. Payment of the new premiums, or continued payment of current premiums in the event of a benefit change only, shall constitute acceptance of the change by the Policyholder.

Any provisions of the Group Policy that are in conflict with:

- federal law; or
- the law of the state where the Group Policy is issued

will be automatically amended to comply with the minimum requirements of such law, to the extent those requirements apply to this Group Policy.

In the event that any provision of the Group Policy or the applicability thereof to any person or circumstance is held invalid by competent judiciary or regulatory authority, it shall not affect the validity or enforceability of any other provision of the Group Policy.

Notices

Any notice or demand under the Group Policy by us to the Policyholder and all Covered Persons hereunder, shall be deemed to be sufficient for all purposes hereof, when such notice or demand is made by us in writing and mailed or delivered to the Policyholder at its principal office shown on our records. Notices or demands under the Group Policy by the Policyholder to us shall be sufficient for all purposes hereof when such notices or demands are in writing and mailed or delivered to our administrative office.

Term and Termination of the Group Policy

This Group Policy begins on the effective Date shown in the Policy Schedule and will continue in force unless terminated as described below:

1. We or the Policyholder may terminate the Group Policy without cause effective on any premium due date of the Group Policy, by giving written notice of termination to the other party at least 31 days prior to such premium due date.
2. If the Policyholder defaults by failing to pay any required premium by the premium due date, the Group Policy will end automatically without notice on the premium due date when the Policyholder defaulted in payment, subject to the "Grace Period" provision. We may, at our sole discretion, accept late payment of a premium in default and reinstate the Group Policy with coverage made effective back to the premium due date when the Policyholder defaulted in payment. Any acceptance of a late payment will not be considered a waiver of this provision in the event of any future failure of the Policyholder to make timely payment of premiums. Delivery of payment to us or our receipt of negotiation of a tendered premium payment through our automatic deposit procedures shall not be deemed acceptance of such premium payment nor a waiver of such termination.
3. If any change to the benefits or premium rates is unacceptable to the Policyholder, the Policyholder may terminate the Group Policy by giving us written notice of termination prior to the effective date of change.

4. Except as stated in the "Incontestability" provision, if in our judgment the Policyholder engages in misrepresentation and/or fraudulent conduct, the Group Policy may be cancelled (including retroactive cancellation) or rescinded without prior notice, effective as of the date the misrepresentation was made or the fraudulent conduct was performed, notwithstanding when the misrepresentation or fraudulent conduct was discovered.

If the Group Policy is terminated, the Policyholder shall be liable for all premiums due to us up to the date of termination. Upon termination of the Group Policy, we shall cease to have any liability for benefits hereunder, except as provided in the following "Grace Period" provision.

Grace Period

The Policyholder will be entitled to a grace period of 31 days after each premium due date except the first for payment of any premium due. If any overdue premium is not paid by the end of the grace period, the Group Policy will end as of the premium due date and we shall cease to have any liability hereunder, except:

- as may otherwise be provided in the group coverage provisions; or
- for any death benefit for life insurance which becomes payable during the grace period, unless we receive notice of termination from the Policyholder prior to the end of the grace period. The Policyholder will be liable to us for payment of premium for the Group's life insurance death benefit coverage which is continued during the grace period.

Except as described above, any claims incurred during the grace period will not be paid unless and until premium is received before the end of the grace period.



Anthem Life

Policyholder: State of New Hampshire

AL00002490

Classes: 01, 02, 03, 04, 05 and 06



Certificate of Coverage



*Feel confident knowing your most
precious assets are protected by Anthem Life.*

Group Life Insurance

anthem.com

GC-TLI

Life and disability products are underwritten by Anthem Life Insurance Company
© 2006 Anthem Life Insurance Company

Introduction

This Certificate is issued according to the terms of the Group Policy but is not a part of the Group Policy. It describes the insurance provided to you, the Certificateholder, under the Group Policy, which is an agreement between Anthem Life Insurance Company (called we, our, us) and the Policyholder. In the event of a difference between this Certificate and the Group Policy, the terms of the Group Policy will prevail.

The Policyholder's name appears on the Certificate cover. The policyholder pays the premium for the insurance. (The Policyholder may require you to contribute toward the premium for your coverage.)

Subject to the payment of premiums, all persons who have:

- satisfied the eligibility conditions
- applied for coverage; and
- been approved by us,

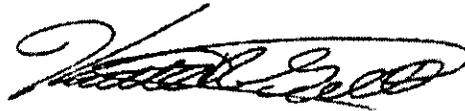
are covered by the Group Policy. Such persons are called Covered Persons.

All periods of time under this Certificate will begin and end at 12:00 midnight at the beginning of the day at the Group's address.

None of our agents or employees can legally change this Certificate or waive any of its provisions. Any change must be approved by one of our executive officers in a rider, endorsement, or amendment.

This Certificate replaces any Certificate previously issued to you under the Group Policy.

ANTHEM LIFE INSURANCE COMPANY
Main Administrative Office: P.O. Box 182361
Columbus, Ohio 43218-2361



Kenneth R. Goulet, President

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Schedule of Benefits

This schedule is a part of the Certificate. It provides limited information about coverage. Read the Certificate carefully for further information.

Who's Eligible and When does Enrollment Occur?

An Eligible Person (i.e., eligible employee) and his/her Dependent can enroll for coverage. Initial enrollment must occur not more than 31 days after becoming eligible. Otherwise, acceptable Evidence of Insurability may be required.

What are the Plan Options?

You as an Eligible Person have a choice of plans. You will automatically be enrolled in Plan 1 and the State will pay the entire cost unless you elect one of Plans 2-6, in which case you must pay a portion of the premium. You may also elect and pay the entire cost of additional coverage under Plan 7 and/or 8. The following tables present the plans available. You should refer to your insurance enrollment form for the basic plan and any additional plan(s) you elected.

BASIC PLANS 1-6			
Plan Number/Eligible Class	Employee Group Term Life Insurance**	Employee Group Accidental Death & Dismemberment Insurance	Group Term Life Insurance For Dependent Children
Plan 1/ Employees enrolled in Plan 1	\$20,000*	None	None
Plan 2/ Employees enrolled in Plan 2	\$20,000*	\$20,000*	None
Plan 3/ Employees enrolled in Plan 3	\$25,000*	None	None
Plan 4/ Employees enrolled in Plan 4	\$25,000*	\$25,000*	None
Plan 5/ Employees enrolled in Plan 5	\$20,000*	\$20,000*	\$3,000
Plan 6/ Employees enrolled in Plan 6	\$25,000*	\$25,000*	\$3,000

* For newly eligible employees age 70 or older, the amount is 50% of the above.

** A "Living Benefit" is allowed, which is an accelerated payment of 50% of the Group Term Life Insurance in force if the employee is terminally ill (details on page 8).

ADDITIONAL PLAN 7	
Group Term Life Insurance for Dependent Spouse	\$10,000 Spouse Amount
ADDITIONAL PLAN 8	
Supplemental Group Term Life Insurance, Group Term Life for Dependent Spouse, & Supplemental Accidental Death and Dismemberment	Choose for employee only, spouse only, or both. One option amount for each person. Option A: \$25,000 Option B: \$50,000 Option C: \$75,000 Option D: \$100,000

Basic Plans 1 through 6:

Group Term Life Insurance

Amount: See your enrollment form for the Plan 1 – 6 you selected and the Basic Plans table above for the corresponding employee Group Term Life Insurance amount.

Benefits will reduce by 50% when the covered Certificateholder reaches age 70.
Benefits terminate at retirement.

Waiver of Premium for Group Term Life Insurance

Total Disability must begin before age 60.

The waiting period is 12 months. Waiver of Premium will end when the Certificateholder reaches age 65 or prior retirement.

Refer to the “Waiver of Premium for Group Term Life Insurance” section for other reasons Waiver of Premium may end.

Group Accidental Death and Dismemberment Insurance (NOT part of Plans 1 and 3)

If the eligible employee selects Group Term Life Insurance in either Basic Plan 2, 4, 5 or 6, any such selection also includes Group Accidental Death and Dismemberment Insurance, subject to all the terms and conditions stated below.

Principal Sum: Equal to the amount of Group Term Life Insurance in force if Plan 2, 4, 5, or 6 selected (see your enrollment form)

The Principal Sum will reduce the same as for Group Term Life Insurance.
Coverage is 24 hour. Benefits terminate at retirement.

Group Term Life Insurance for Dependents (Children only) (NOT part of Plans 1 through 4)

If the Certificateholder selects Group Term Life Insurance in either Basic Plan 5 or 6, any such selection also includes Group Term Life Insurance for Dependents for the child coverage only, and subject to all the terms and conditions stated below.

Child Benefit: \$3,000 if Plan 5 or 6 selected (see your enrollment form)

A Dependent child is not covered until the child reaches age 15 days. The Dependent child age limit is the end of the month in which the child attains age 26. If a Dependent (spouse or child) is mentally or physically incapable of earning a living on the date the Dependent's coverage would otherwise end, coverage will continue as long as the Dependent remains so incapable and chiefly financially dependent on the Employee. Proof of such incapacity must be provided to Us within 31 days of attaining the termination age.

Additional Plan 7:

Group Term Life Insurance for Dependents (Spouse only)

The eligible employee has an option to purchase Group Term Life Insurance for Dependents for the spouse coverage only, and subject to all the terms and conditions stated below.

Spouse Benefit: \$10,000 if Plan 7 selected (see your enrollment form)

Benefits for a spouse under Plan 7 will end when the spouse reaches age 70.

Additional Plan 8:

Supplemental Group Term Life Insurance

Under Plan 8, the eligible employee has an option to purchase Supplemental Group Term Life Insurance (supplements Group Term Life Insurance on the employee) in one of the option amounts and subject to all the terms and conditions stated below.

Amount: If employee coverage under Plan 8 was selected, see your enrollment form for the option amount chosen for employee (either \$25,000; \$50,000; \$75,000; or \$100,000)

Evidence of Insurability is required for all optional amounts; however, for any enrolled eligible employee whose supplemental group term life amount was in force just prior to January 1, 2007 (the Group's effective date under this plan), no Evidence of Insurability will be required for the same amount in force on January 1, 2007.

Benefits will reduce by 50% at age 70 (reduction based on the benefit amount in effect when a Certificateholder's coverage begins). Benefits terminate at retirement.

Group Term Life Insurance for Dependents (Spouse only)

Under Plan 8, the eligible employee has an option to purchase Group Term Life Insurance for Dependents for the spouse coverage only (in addition to any spouse coverage that may have been purchased in Plan 7), and subject to all the terms and conditions stated below.

Spouse Benefit: If spouse coverage under Plan 8 was selected, see your enrollment form for the option amount chosen for spouse (either \$25,000; \$50,000; \$75,000; or \$100,000)

Evidence of Insurability is required for all optional amounts; however, for any Dependent spouse whose Plan 8 life insurance was in force just prior to January 1, 2007 (the Group's effective date under this plan), no Evidence of Insurability will be required for the same amount in force on January 1, 2007.

Additional Plan 8 (continued):

Benefits for a spouse under Plan 8 will end when the spouse reaches age 70.

Supplemental Accidental Death and Dismemberment Insurance

Under Plan 8, the purchase of Supplemental Group Term Life Insurance for the employee and/or Group Term Life Insurance for Dependent for the spouse also includes Supplemental Accidental Death and Dismemberment Insurance, subject to all the terms and conditions stated below.

Principal Sum: If employee life coverage under Plan 8 was selected, the Principal Sum for the employee's death or covered loss due to and within 180 days of an Accident is equal to the employee's Plan 8 Supplemental Group Term Life Insurance in force.

If spouse life coverage under Plan 8 was selected, the Principal Sum for the spouse's death or covered loss due to and within 180 days of an Accident is equal to the spouse's Plan 8 Group Term Life Insurance for Dependents in force.

When a spouse's death or covered loss occurs due to and within 180 days of an Accident, then (in reference to the spouse coverage) wherever the word "Certificateholder" appears in the applicable Supplemental Accidental Death and Dismemberment provisions, the word "covered spouse" shall be substituted. We will pay the benefit for the spouse's covered death to the employee.

Benefits for the employee will reduce the same as for Supplemental Group Term Life Insurance.

Coverage is 24 hour. For the employee, benefits terminate at retirement. Benefits for a spouse under Plan 8's Supplemental Accidental Death and Dismemberment Insurance will end when the covered employee retires or the spouse reaches age 70, whichever occurs first.

Continuation of Coverage

Coverage may be continued beyond the date it would otherwise end up to the time period(s) shown below. All continued coverage is subject to the provisions stated in the section entitled "How and when Coverage Stops."

- If the Certificateholder is no longer Actively-at-Work due to layoff, all coverage under in-force Plans 1 – 7 may be continued for up to 6 consecutive months.
- If the Certificateholder is no longer Actively-at-Work due to leave of absence, all coverage under in-force Plans 1 – 7 may be continued for up to 6 consecutive months.
- If the Certificateholder is no longer Actively-at-Work due to disability, coverage under in-force Plans 1 – 7 may be continued for up to 12 consecutive months.
- If the Certificateholder is no longer Actively-at-Work due to a labor dispute such as a strike or lockout, coverage under in-force Plans 1 - 8 may be continued for up to 6 consecutive months.

Additional Plan 7:

Group Term Life Insurance for Dependents (Spouse only)

The eligible employee has an option to purchase Group Term Life Insurance for Dependents for the spouse coverage only, and subject to all the terms and conditions stated below.

Spouse Benefit: \$10,000 if Plan 7 selected (see your enrollment form)

Benefits for a spouse under Plan 7 will end when the spouse reaches age 70.

Additional Plan 8:

Supplemental Group Term Life Insurance

Under Plan 8, the eligible employee has an option to purchase Supplemental Group Term Life Insurance (supplements Group Term Life Insurance on the employee) in one of the option amounts and subject to all the terms and conditions stated below.

Amount: If employee coverage under Plan 8 was selected, see your enrollment form for the option amount chosen for employee (either \$25,000; \$50,000; \$75,000; or \$100,000)

Evidence of Insurability is required for all optional amounts; however, for any enrolled eligible employee whose supplemental group term life amount was in force just prior to January 1, 2007 (the Group's effective date under this plan), no Evidence of Insurability will be required for the same amount in force on January 1, 2007.

Benefits will reduce by 50% at age 70 (reduction based on the benefit amount in effect when a Certificateholder's coverage begins). Benefits terminate at retirement.

Group Term Life Insurance for Dependents (Spouse only)

Under Plan 8, the eligible employee has an option to purchase Group Term Life Insurance for Dependents for the spouse coverage only (in addition to any spouse coverage that may have been purchased in Plan 7), and subject to all the terms and conditions stated below.

Spouse Benefit: If spouse coverage under Plan 8 was selected, see your enrollment form for the option amount chosen for spouse (either \$25,000; \$50,000; \$75,000; or \$100,000)

Evidence of Insurability is required for all optional amounts; however, for any Dependent spouse whose Plan 8 life insurance was in force just prior to January 1, 2007 (the Group's effective date under this plan), no Evidence of Insurability will be required for the same amount in force on January 1, 2007.

Additional Plan 8 (continued):

Benefits for a spouse under Plan 8 will end when the spouse reaches age 70.

Supplemental Accidental Death and Dismemberment Insurance

Under Plan 8, the purchase of Supplemental Group Term Life Insurance for the employee and/or Group Term Life Insurance for Dependent for the spouse also includes Supplemental Accidental Death and Dismemberment Insurance, subject to all the terms and conditions stated below.

Principal Sum: If employee life coverage under Plan 8 was selected, the Principal Sum for the employee's death or covered loss due to and within 180 days of an Accident is equal to the employee's Plan 8 Supplemental Group Term Life Insurance in force.

If spouse life coverage under Plan 8 was selected, the Principal Sum for the spouse's death or covered loss due to and within 180 days of an Accident is equal to the spouse's Plan 8 Group Term Life Insurance for Dependents in force.

When a spouse's death or covered loss occurs due to and within 180 days of an Accident, then (in reference to the spouse coverage) wherever the word "Certificateholder" appears in the applicable Supplemental Accidental Death and Dismemberment provisions, the word "covered spouse" shall be substituted. We will pay the benefit for the spouse's covered death to the employee.

Benefits for the employee will reduce the same as for Supplemental Group Term Life Insurance.

Coverage is 24 hour. For the employee, benefits terminate at retirement. Benefits for a spouse under Plan 8's Supplemental Accidental Death and Dismemberment Insurance will end when the covered employee retires or the spouse reaches age 70, whichever occurs first.

Continuation of Coverage

Coverage may be continued beyond the date it would otherwise end up to the time period(s) shown below. All continued coverage is subject to the provisions stated in the section entitled "How and when Coverage Stops."

- If the Certificateholder is no longer Actively-at-Work due to layoff, all coverage under in-force Plans 1 – 7 may be continued for up to 6 consecutive months.
- If the Certificateholder is no longer Actively-at-Work due to leave of absence, all coverage under in-force Plans 1 – 7 may be continued for up to 6 consecutive months.
- If the Certificateholder is no longer Actively-at-Work due to disability, coverage under in-force Plans 1 – 7 may be continued for up to 12 consecutive months.
- If the Certificateholder is no longer Actively-at-Work due to a labor dispute such as a strike or lockout, coverage under in-force Plans 1 - 8 may be continued for up to 6 consecutive months.

How and When Coverage Starts

Eligibility

Eligibility under the Group Policy is limited to Eligible Persons and Dependents. Eligible Person and Dependent are defined in the "Definitions" section.

Application

To enroll for coverage, an application must be submitted to us.

If the application is received more than 31 days after an Eligible Person or Dependent becomes eligible, the Eligible Person or Dependent will not be enrolled until the Eligible Person provides Evidence of Insurability which is satisfactory to us. In no event will we require Evidence of Insurability for a newborn child if:

- birth occurs while Dependent coverage is in effect; or
- application for the child is received within 31 days following birth.

When Coverage Starts

Coverage starts on the Effective Date. Except as described in the "Delayed Effective Date" section, the Effective Date is as follows:

- an Eligible Person's coverage will start on the first day of the period for which premium is paid following the date the person becomes an Eligible Person, unless otherwise approved by us;
- a Dependent's coverage will start on the date the person becomes an eligible Dependent; and
- Generally, a change in amount of insurance for an Eligible Person or Dependent will become effective on the first day of the period for which premium is paid following the date of the event causing the change.

Delayed Effective Date

Coverage may be delayed beyond the date it would otherwise start if:

- Evidence of Insurability is required. In this event, the Effective Date will be determined in accordance with our underwriting rules and regulations; or
- an Eligible Person is not Actively-at-Work on the day preceding the day coverage, including an increase in an amount of insurance, would otherwise become effective. In this event, coverage for the Eligible Person will become effective on the day the Eligible Person returns to Active Work; or

- a Dependent is confined in a health care facility on the day preceding the day coverage, including an increase in an amount of insurance, would otherwise become effective. In this event, coverage for the Dependent will become effective when there has been a lapse of three consecutive days during which the Dependent has not been an inpatient. In no event will coverage for a Dependent start:
 - Before the Eligible Person's coverage starts; and
 - For a newborn child, before the child reaches any minimum age stated in the "Group Term Life Insurance for Dependents" section in the **Schedule of Benefits**.

Group Coverage Provisions

Some of the coverages described in this section may not be available to a Certificateholder under the Group's Plan. Each Certificateholder's Schedule of Benefits states which coverages are available to the Certificateholder.

Group Term Life Insurance

In the event of the Certificateholder's death while insured for this Group Term Life Insurance, we will pay to the Beneficiary the Group Term Life Insurance amount stated in the Schedule of Benefits.

We will pay the benefit after we receive notice and proof of death.

The benefit will be paid in one sum unless, prior to payment, an alternate settlement option is requested by the Certificateholder or the Beneficiary. A description of settlement options is available upon request. Refer to the "General Provisions" section for Beneficiary information.

Living Benefit

If the Certificateholder is diagnosed as terminally ill, as defined in these provisions, the Certificateholder may elect to receive an accelerated payment of a portion of the Group Term Life Insurance benefit. This accelerated payment is called the Living Benefit. The Living Benefit is equal to 50% of the employee's Group Term Life Insurance amount, subject to a maximum of \$100,000.

The benefit will be calculated as of the date we receive the Certificateholder's election. Any Group Term Life Insurance for Dependents is not included in the calculation. The Living Benefit will be paid in one sum.

After the Living Benefit is paid, the Certificateholder's Group Term Life Insurance amount which remains in force will be equal to the amount which would otherwise apply, reduced by the Living Benefit payment. The maximum amount of Group Term Life Insurance that may be converted according to the Conversion Privilege will be reduced to the amount remaining in force following the Living Benefit payment.

The Certificateholder's Group Accidental Death and Dismemberment Insurance, if any, will not be affected by payment of the Living Benefit.

Payment of the Living Benefit discharges us of all liability under the Group Policy and Certificate to the extent of the payment.

Disclosure

The Living Benefit may be taxable. As with all tax matters, the Certificateholder should consult a personal tax advisor to determine tax consequences prior to making an election.

This Living Benefit MAY affect the Certificateholder's ability to receive certain government benefits or entitlements, such as Medicaid, because the Living Benefit MAY be considered an asset in determining eligibility. Because this Living Benefit is a part of this Certificate, the Certificateholder may be required to receive and spend all of the available funds from the Certificate prior to becoming eligible for government assistance programs.

The Certificateholder's Group Term Life Insurance death benefit will be reduced if the Living Benefit is paid.

Conditions

The Living Benefit election must be made in writing on a form which satisfies us. To qualify for this benefit, the Certificateholder must provide evidence satisfactory to us that he/she is terminally ill. This means that the Certificateholder's life expectancy is 12 months or less. The evidence must include a certification by a licensed physician. We may require, at our expense, an additional examination by a physician that we choose. Final determination of eligibility will be made by us.

In addition, payment of the Living Benefit is subject to the following conditions:

- the Group Policy, and the Certificateholder's Group Term Life Insurance under the Group Policy, must be in force on the date we receive the election;
- in the event the Group Policy ends before we pay the Living Benefit, we will reduce the Living Benefit by any amount of Group Term Life Insurance for which the Certificateholder is covered under a new group policy;
- in the event the Certificateholder dies after electing the Living Benefit but before we pay the benefit, we will pay the Group Term Life Insurance benefit as if the election had not been made, provided we receive notice of death before we pay the Living Benefit;
- any irrevocable Beneficiary must agree in writing to the Living Benefit election on a form that satisfies us;
- in community property states we may require the spouse's written consent before the Living Benefit is paid;
- if the Living Benefit election is forced by creditors, or government agencies, we will honor it only to the extent required by law; and
- a Certificateholder may receive the Living Benefit only once.

Exceptions

We will not pay the Living Benefit if:

- the Certificateholder has assigned his/her Group Term Life Insurance benefit;
- all or a portion of the Certificateholder's Group Term Life Insurance is to be paid to a former spouse as a part of a divorce or dissolution agreement; or
- the terminal illness is due to an intentionally self-inflicted injury or suicide attempt.

Waiver of Premium for Group Term Life Insurance

If the Certificateholder becomes Totally Disabled, only Group Term Life Insurance may be continued with no further premium payment. In order for insurance to be continued with waiver of premium we must receive proof satisfactory to us that the Certificateholder is Totally Disabled. In addition, the Total Disability must:

- begin while:
 - the Certificateholder is employed by the Group;
 - the Certificateholder is insured for Group Term Life Insurance; and
 - the Group Policy, and the Group's coverage under the Group Policy, is in force.
- begin before the Certificateholder reaches the age stated in the **Schedule of Benefits**;
- be continuous from the date of Total Disability to the end of the waiver of premium waiting period stated in the **Schedule of Benefits**, during which all required premiums must be paid; and
- not be due to an intentionally self-inflicted injury.

Total Disability or Totally Disabled means a condition which, as certified by a Physician:

- is due to an illness or injury; and
- prevents the Certificateholder from engaging in any employment or occupation for which he/she is or becomes qualified by reason of education, training or experience and not in fact engaged in any employment for wage or profit.

Subject to all conditions stated above, waiver of premium will begin immediately following the end of the waiver of premium waiting period.

Proof of Total Disability must be provided to us within one year after the Total Disability begins to assure this insurance is continued. If death occurs before we receive proof of Total Disability, we will pay the Group Term Life Insurance benefit if:

- death occurs within the one-year period; and
- we receive proof that Total Disability was continuous from the date of Total Disability to the date of death.

Proof of continued Total Disability must be provided when requested. We have the right to have the Certificateholder examined at our expense whenever reasonably necessary, but no more than once a year after two years of Total Disability.

The continued Group Term Life Insurance will be subject to any benefit reductions stated in the **Schedule of Benefits** for Group Term Life Insurance. Waiver of premium for Group Term Life Insurance does not include any coverage for Group Accidental Death and Dismemberment Insurance.

Continuance of Group Term Life Insurance with waiver of premium will end on the first of the following to occur:

- the date Total Disability ends;
- the date proof of Total Disability is not provided when required;
- the date the Certificateholder refuses to be examined when required;
- the date the Certificateholder retires; or
- any date stated in the **Schedule of Benefits** for termination of waiver of premium.

Termination of the Group Policy, or the Group's coverage under the Group Policy, will not affect any continuance of Group Term Life Insurance with waiver of premium for which the Certificateholder qualified before the Group Policy ended, or the Group's coverage under the Group Policy ended.

If the Certificateholder returns to work and is an Eligible Person on the date waiver of premium ends, Group Term Life Insurance will be continued subject to payment of the required premium.

If the Certificateholder is not an Eligible Person on the date waiver of premium ends, Group Term Life Insurance will end. Group Term Life Insurance may then be converted to individual life insurance. For further information, refer to the provision entitled "Conversion Privilege."

If the conversion privilege is exercised, and it is later determined that the Certificateholder qualifies for waiver of premium for Group Term Life Insurance, the individual policy may be returned to us with a request for continuance of Group Term Life Insurance with waiver of premium. Under these circumstances, insurance will be

continued during the Total Disability according to all conditions stated here. We will refund any premiums paid for the individual policy. We will consider the Beneficiary to be the same as the one in effect under the individual policy, unless otherwise requested.

Supplemental Group Term Life Insurance

This coverage is available only through Additional Plan 8.

All provisions which apply to Group Term Life Insurance also apply to Supplemental Group Term Life Insurance, unless otherwise stated in these provisions or the **Schedule of Benefits**.

We will not pay Supplemental Group Term Life Insurance benefits for any supplemental amount purchased within two years prior to the date of death, if death is caused by the Certificateholder's suicide. In the event of suicide, any premium paid for Supplemental Group Term Life Insurance purchased within two years prior to the date of death will be refunded.

Portability Option for Supplemental Group Term Life Insurance

Electing a Portability Option allows the Certificateholder to continue Supplemental Group Term Life Insurance coverage under this Certificate in force if the Certificateholder leaves employment, retires, or no longer works the minimum number of hours required to be considered an Eligible Person. Evidence of Insurability is not required to continue coverage under a Portability Option.

In order to be eligible to elect a Portability Option, the Certificateholder must:

- no longer meet the definition of an Eligible Person;
- be under age 65;
- have been covered under this Certificate for at least 12 months (except Certificateholders enrolled in Plan 8 as of 12/31/06);
- not have terminated employment due to disability;
- apply for a Portability Option and pay the first month's Premium within 31 days after the date the Certificateholder's coverage would otherwise terminate. The application and Premium payment must be received at Our main administrative office within the 31 day time period.

The Portability Option is not available if Supplemental Group Term Life Insurance coverage ends for any of the following reasons:

- termination of the Group Policy (except when the Group ends both the Group Policy and the Certificateholder's employment with the Group);
- termination of the Certificateholder's class of coverage;

- termination of the Group's Supplemental Group Term Life Insurance coverage; or
- the Certificateholder voluntarily elects to discontinue the coverage.

If the Group terminates the Group Policy, the Certificateholder will be able to elect a Portability Option only if the Certificateholder's employment with the Group also ends. The Portability Option is not available if the Certificateholder's employment with the Group does not end.

The Certificateholder may elect to continue Supplemental Group Term Life Insurance coverage under a Portability Option. No other coverages available under this Certificate will be continued. Supplemental Group Term Life Insurance coverage elected under a Portability Option will not include Living Benefits or Waiver of Premium Benefits.

Election of a Portability Option will continue Supplemental Group Term Life Insurance coverage in force under this Certificate. The continued Supplemental Group Term Life Insurance coverage will continue to be subject to all exclusions and limitations of the group coverage, including reduction in the benefit amount due to the Certificateholder's age. Once the Certificateholder elects coverage under a Portability Option, the Certificateholder may not make any changes in the amount or type of coverage, including changes to the amount(s) of coverage, adding any additional coverage, or discontinuing optional coverage(s), if any.

The amount of Supplemental Group Term Life Insurance coverage that may be continued under a Portability Option is 100% of the amount of Supplemental Group Term Life Insurance that was in effect on the date the Certificateholder becomes eligible under this provision.

The Certificateholder must pay the required Premium directly to Us. The Premium for coverage under a Portability Option may not be the same as the Premium effective under the Group Coverage. The Premium will be determined by the policy type, Our published rates in effect, and the Certificateholder's age at the time application for the Portability Option. The Premium rate may change annually on the Certificateholder's date of birth. We will notify the Certificateholder in writing at least 31 days before the change in Premium is effective.

We may change the Premium for continued coverage at any time if the factors that affect Our risk change. We will notify the Certificateholder in writing at least 31 days before the change in Premium is effective.

Coverage under a Portability Option will end on the earliest of:

- the last day of the Grace Period, if Premium is not paid;
- the day the Certificateholder requests, in writing, for the coverage to terminate;
- the date the Certificateholder reaches age 70.

At that time, the Certificateholder may elect Conversion coverage as described in the Group Portable Insurance Trust Policy.

If the Certificateholder has elected a Portability Option and the Certificateholder again becomes an eligible employee of the Group, the Certificateholder must elect the Group's coverage and terminate his or her Portability coverage.

Definitions applicable to this provision:

"Grace Period" means the 31 days after the date on which a premium payment is due. Coverage continued under a Portability Option will remain in force during the Grace Period unless the Group Policy, or the Group's participation under the Group Policy, terminates. Premium is due for any Grace Period during which coverage continues in force. Once coverage continued under a Portability Option has been terminated, it cannot be reinstated.

"Group Portable Insurance Trust Policy" means the trust policy under which coverage under a Portability Option is issued. Provisions of the Group Portable Insurance Trust Policy may differ from the provisions of the Group Policy.

Group Accidental Death and Dismemberment Insurance

This coverage is available only through Basic Plans 2, 4, 5 and 6.

If a Certificateholder dies or sustains a loss from the Table of Losses and Benefits below due to and within 180 days of an Accident, we will pay the amount for the loss stated in the Table of Losses and Benefits, provided:

- the Accident occurs while the Certificateholder is insured for this Group Accidental Death and Dismemberment Insurance; and
- the loss is a result of the Accident and not any other cause.

An Accident means the unforeseen consequences of a deliberate or involuntary act.

We will pay benefits for any loss, other than life, to the Certificateholder. We will pay the benefit for loss of life to the same Beneficiary who is to receive life insurance benefits. Refer to the "General Provisions" section for Beneficiary information.

Table of Losses and Benefits	
Loss	Benefit
Loss of Life	Principal Sum
Loss of Two Members	Principal Sum
Loss of One Member	One-half the Principal Sum

The principal sum is shown in the Schedule of Benefits.

The total amount of benefits for two or more losses resulting from the same Accident will be limited to the principal sum.

In the table, "loss of member" means loss of a hand or foot or loss of an eye. "Loss of a hand or foot" means a hand or foot is separated at or above the wrist or ankle joint. "Loss of an eye" means total and irrecoverable loss of sight in one eye.

Seat Belt Benefit

If the Certificateholder dies as a result of a motor vehicle Accident for which the accidental death benefit is payable, we will pay this additional benefit to the Beneficiary if, at the time of the Accident, the Certificateholder is:

- driving or is a passenger in any private passenger motor vehicle designed for use on public roads; and
- wearing an original equipped factory-installed or manufacturer-authorized and unaltered seat belt or lap and shoulder restraint approved by the National Highway Traffic Safety Administration.

This additional benefit will be equal to 10% of the Principal Sum or \$15,000; whichever is less.

A police report of the Accident will be required to determine whether a properly installed seat belt or lap and shoulder restraint was in use.

We will not pay this Seat Belt Benefit if the Certificateholder is the driver of the private motor vehicle and does not hold a current and valid driver's license at the time of the Accident.

Air Bag Benefit

If the Certificateholder dies as a result of a motor vehicle Accident for which the accidental death benefit is payable, we will pay an additional benefit to the Beneficiary if, at the time of the Accident, the Certificateholder was:

- driving or riding in a private passenger motor vehicle seat equipped with a factory-installed and unaltered air bag; and
- wearing an original equipped factory-installed or manufacturer-authorized and unaltered seat belt or lap and shoulder restraint approved by the National Highway Traffic Safety Administration, and
- the air bag inflated properly upon impact.

This additional Air Bag Benefit will be equal to 10% of the Principal Sum or \$10,000, whichever is less.

A police report of the Accident will be required to determine whether a properly installed seat belt or lap and shoulder restraint was in use and whether the air bag properly inflated upon impact.

We will not pay this Air Bag Benefit if the Certificateholder is the driver of the private passenger motor vehicle and does not hold a current and valid driver's license at the time of the Accident.

Repatriation Benefit

If the Certificateholder dies as a result of an Accident for which the accidental death benefit is payable, we will reimburse expenses for the preparation and transportation of the Certificateholder's body to a mortuary, up to the maximum Repatriation Benefit of \$6,000. Death must occur at least 75 miles from the Certificateholder's principal place of residence in the United States. Benefits are payable to any person or persons who prove to us that they incurred covered expenses; however, total payments cannot exceed the maximum Repatriation Benefit.

Education Benefit

If the Certificateholder dies due to an Accident for which the accidental death benefit is payable, we will pay the additional benefit stated in the table below, provided:

- the Certificateholder is survived by a Qualified Child; and
- the Qualified Child provides proof of qualification to us when requested.

We will pay this Education Benefit to each Qualified Child. When both the Certificateholder and the Certificateholder's spouse are insured as employees under the Group Policy, only one Education Benefit per Qualified Child will be payable if both the Certificateholder and the Certificateholder's spouse die as the result of an Accident.

Educational Benefit for Each Qualified Child	
Benefit Amount Per Academic Term	The lesser of: 1.25% of the Principal Sum; or \$3,500
Maximum Benefit Payments	The equivalent of 4 academic years.
Maximum Benefit Amount	\$20,000
Maximum Benefit Period	6 years from the date the first benefit payment is made.

The Education Benefit will end for each Qualified Child on the first of the following to occur:

- the date the Qualified Child fails to provide proof of qualification when requested;
- the date the Qualified Child no longer meets the definition of a Dependent Child for any reason other than the Certificateholder's death; or
- the end of the Maximum Benefit Period stated in the table above.

Academic Term means one of the set periods of time within an Academic Year during which an educational course may be completed.

Academic Year means the annual period of course sessions of the accredited post-secondary institution of higher learning.

Qualified Child means any of the Certificateholder's children who, on the date of the Certificateholder's death as a result of an Accident, meet the definition of a Dependent Child and are either:

- enrolled as full-time students in an accredited post-secondary institution of higher learning beyond the 12th grade level; or
- at the 12th grade level (or has completed all equivalent academic requirements) and enroll as full-time students in an accredited post-secondary institution of higher learning beyond the 12th grade level within 365 days following the date of the Certificateholder's death.

Non-Covered Losses

We will not pay accidental death and dismemberment benefits for a loss caused by or connected with any of the following:

- suicide or self-inflicted injury committed or inflicted while sane or insane;
- disease, illness, physical or mental impairment, medical or surgical treatment, diagnostic or preventive care (unless such treatment or care is provided in connection with an accidental injury), or infection (except infection of an accidentally caused wound);
- taking any drug or chemical unless taken as prescribed by a physician or as directed by the pharmaceutical manufacturer;
- auto-erotic asphyxiation;
- taking part in, committing, or attempting to commit an assault or felony;
- duty as a member of any military, naval or air organization;
- taking part in a riot or in any declared or undeclared war;
- flying in any aircraft as a pilot or crew member;
- experimental flying or flying for the purpose of training;
- riding, driving or testing a vehicle used in a race or speed contest;
- taking part in the sports of parachute jumping, skydiving or hang gliding; or
- operating a motor vehicle while intoxicated, as defined by state law.

The **Schedule of Benefits** indicates whether Accidental Death and Dismemberment coverage is 24-hour or non-occupational. 24-hour coverage provides for Accidents which are associated with employment or occupation, as well as Accidents which are not. Non-occupational coverage provides only for Accidents which are not associated with employment or occupation.

Supplemental Accidental Death and Dismemberment Insurance

The **Schedule of Benefits** indicates that if the Certificateholder has purchased Additional Plan 8, he/she has also chosen to purchase Supplemental Group Accidental Death and Dismemberment Insurance.

All provisions which apply to Group Accidental Death and Dismemberment Insurance (even if not in effect) also apply to Supplemental Group Accidental Death and Dismemberment Insurance, unless otherwise stated in the Schedule of Benefits.

Group Term Life Insurance for Dependents

This coverage is available for Dependent children only through Basic Plans 5 or 6, and for Dependent spouse only through Additional Plans 7 and/or 8.

In the event of the death of a Dependent while insured for this Group Term Life Insurance for Dependents, we will pay the Group Term Life Insurance amount stated in the **Schedule of Benefits** for the Dependent.

We will pay the Group Term Life Insurance amount when we receive proof of the Dependent's death.

The Certificateholder will always be considered the Beneficiary for Group Term Life Insurance benefits for Dependents. Payment will be made in one sum.

How and When Coverage Stops

The provisions in this section apply to all group coverage except as otherwise specified.

Termination of Coverage

Group coverage ends for a Certificateholder and his/her Dependents on the earliest of the following dates:

- the date the Group Policy is ended;
- the date coverage for the Group is ended under the Group Policy;
- any termination date stated for the Certificateholder in the coverage description appearing in the **Schedule of Benefits**; or
- the day before the first monthly premium due date coincident with or next following the date:
 - the Certificateholder no longer meets the definition of an Eligible Person (for example, the Eligible Person retires or otherwise ends employment or is no longer in an eligible class); or
 - the Certificateholder fails to pay any premium contribution due.

In addition to the above dates, coverage ends for a Dependent on the following dates:

- the date that a Dependent no longer satisfies the definition of a Dependent, or,
- the date stated in the **Schedule of Benefits** as a termination date for any Dependent coverage.

If a Dependent is mentally or physically incapable of earning a living on the date his or her coverage would end because of attaining the termination age stated in the **Schedule of Benefits**, the Dependent's coverage will continue as long as the incapacity continues and as long as the Dependent remains chiefly financially dependent upon the Certificateholder. Proof of incapacity must be provided to us within 31 days of attaining the termination age.

Continuation of Coverage

The Group may continue coverage beyond the date it would otherwise end only as described in the **Schedule of Benefits**. All continued coverage is subject to payment of the required premium by or through the Group. All continued coverage must be provided by the Group under a plan which is non-discriminatory in nature. Termination of the Group Policy, or of the Group's coverage under the Group Policy, will terminate any continued coverage.

Conversion Privilege

For Group Life Insurance, a Covered Person has the right to convert (change Group Life Insurance to individual whole life insurance) if the Covered Person's Group Life Insurance ends:

- because the Certificateholder's coverage ends for a reason other than the Group Policy ending or changing, or the Group's coverage under the Group Policy ending or changing. The Certificateholder may convert the coverage by applying to us in writing within 31 days after group term life insurance ends and paying the premium due on the new policy.
- because a Dependent whose coverage was continued due to mental or physical incapacity is no longer incapacitated.

If the Covered Person does not receive written notice of the conversion right at least 15 days before the end of the 31-day period, the Covered Person will have an additional period to make application and pay the premium. This additional period will be 15 days immediately following the date the Covered Person receives written notice.

The new policy will be an individual whole life insurance policy. The Covered Person may choose to be insured for the same amount as insured under the Group Policy, or less. The new premium amount will be figured according to the age and the class of risk to which the Covered Person belongs. We will not require Evidence of Insurability. The new policy will become effective on the date the Group Life Insurance ends, if application and premium were received as required above.

- because the Group Policy ends or changes, or the Group's coverage under the Group Policy ends or changes. The Covered Person may convert the Group Life Insurance which has been in effect under the Group Policy for at least five years. Except for the amount of insurance that may be converted, the rights of conversion and the conditions that must be met are the same as those in the preceding paragraph. The amount of insurance that may be converted will not be more than:

- the amount the Covered Person was insured for under the Group Policy minus any other coverage under a new or reinstated group life policy which becomes available within 31 days after the end of, or a change in, the Group Policy or the Group's coverage under the Group Policy; or
- \$10,000;

whichever is less.

If the Covered Person's death occurs after group coverage ends, but within the 31-day period during which the Covered Person can exercise the conversion right, we will pay the Covered Person's Beneficiary whether or not the Covered Person applied to convert the insurance. The benefit paid will be the amount the Covered Person could have converted. However, no death benefit will be payable under these provisions if the death benefit is payable under any other provisions of the Group Policy

General Provisions

Claims

Proof of Claim

We are not liable under the Group Policy unless we receive written proof of claim. The proof must be filed with us within 90 days after the date of loss and must have the data we need to determine benefits. Failure to give us proof within 90 days will not void or reduce the benefit if it is shown that the proof was given as soon as reasonably possible.

Claim Forms

Claim forms usually are available from the Group. If forms are not available, a person may send a written request for claim forms to us. Claim forms will be sent to the person within 15 days. If the person does not receive the claim forms, written proof covering the details of the loss for which the claim is made may be submitted to us without the claim form.

Physical Examination and Autopsy

We have the right to have a Covered Person examined by a physician of our choice at our expense whenever reasonably necessary while a claim is pending. We may request an autopsy in case of death if this is not forbidden by law.

Claims Review for Group Life Insurance

This provision applies only to Group Term Life Insurance, Accidental Death and Dismemberment Insurance, Supplemental Group Term Life Insurance, and Dependent Life Insurance.

Upon our receipt of written proof of claim from the Covered Person or Beneficiary (referred to in this provision as "claimant"), we have 30 days in which to determine and notify the claimant of our decision regarding a death claim; and 30 days in which to determine and notify the claimant of our decision regarding any other claim.

In special circumstances, an additional 30-day period may be added to the 30-day determination period for a death claim, and up to two periods of 30 days each may be added to the 30-day determination period for any other claim. If the claim is a special circumstance, we will notify the claimant in writing of the additional time needed.

For questions about benefits, a claim payment, or a claim denial, the claimant may contact us in writing, in person, or by telephone. However, if the claimant is not

satisfied with our claim decision, he/she should send us written appeal. Written appeals regarding death claims must be received in our office within 60 days after the claimant receives our initial decision, and for any other claims, written appeals must be received within 180 days. All written appeals should request another review of the claim, outline the problem and all previous efforts to resolve the matter, and include any previously un-submitted documents, records, information, or proof in support of the claim.

Except in special circumstances, the claimant will receive a written answer within 30 days after we receive an appeal regarding a death claim, and within 45 days after we receive an appeal regarding any other claim. In special circumstances, an additional 30 days for a death claim, and an additional 45 days for any other claim, may be added to these respective deadlines. If the appeal-based review is a special circumstance, we will notify the claimant in writing of the additional time needed.

If the claim is wholly or partly denied, our notice will include:

1. Reasons for such denial;
2. Reference to specific policy provisions, rules or guidelines on which the denial was based;
3. A description of the additional information needed to support the claim; and
4. Information concerning your right to request that we review our decision; and
5. A description of our review procedures, time limits, and notice of the Certificateholder's right to bring civil action or to contact the Insurance Commissioner's office for assistance at 21 South Fruit Street, Suite 14, Concord, NH 03301 (toll-free 1-800-852-3416).

If a claim is denied, The Certificateholder may request us to review our denial of all or part of the claim. This request must be in writing and must be received by us no more than 180 days after the Certificateholder receives notice of our claim decision. We will provide the Certificateholder with assistance in preparing an appeal of an adverse claim decision. The Certificateholder may contact us toll-free at 1-800-813-5682.

As part of this review, you may:

1. Send us written comments;
2. Review any non-privileged information relating to your claim; or
3. Provide us with other information or proof in support of your claim.

We will review the Certificateholder's claim promptly after receiving your request. We will advise the Certificateholder of the results of our review within 30 days after we receive the request, or within 60 days if there are special circumstances that require more time (such as the need to hold a hearing). In the event the Certificateholder does not provide the information necessary for us to decide the claim, we will notify the Certificateholder in writing of the additional information we require. If the Certificateholder does not provide the additional information within 45 days from the date of this notification, the claim may be denied on the basis of

incomplete information.

Our decision will be in writing and will include reference to specific policy provisions, rules or guidelines on which the decision was based, and notice of your right to bring a civil action or to contact the Insurance Commissioner's office for assistance at 21 South Fruit Street, Suite 14, Concord, NH 03301 (toll-free 1-800-852-3416).

Release of Information

The Certificateholder agrees that we may request, and anyone may give to us, any information, (including copies of records) about the Covered Person's illness or injury for which benefits are claimed. Also, that we may give similar information if requested to anyone providing similar benefits to the Covered Person.

Limitation of Actions

No legal action may be taken to recover benefits within 60 days after proof of claim has been given. No such action may be taken later than three years after expiration of the time within which proof of claim is required according to the "Proof of Claim" section.

Beneficiary

The Beneficiary for the Certificateholder's Group Term Life Insurance is the person the Certificateholder names. The initial Beneficiary is named on the application.

The Certificateholder may change the named Beneficiary at any time by notifying us in writing. The notice must provide the name of the new Beneficiary and the date that the change is to be effective. If the effective date for the change is not provided, the change will be effective on the date the notice is received. If death occurs before a notice of change is received, we will not change any payment we have already made before the notice was received.

The Certificateholder may name more than one Beneficiary. The Certificateholder may also designate primary and contingent Beneficiaries. If a primary Beneficiary dies before the Certificateholder, payment will be made to any designated contingent Beneficiary.

If two or more Beneficiaries are named and their respective share of the benefit is not stated, the benefit will be divided equally. If a Beneficiary dies before the Certificateholder, that Beneficiary's share will pass to the surviving Beneficiaries equally.

If a Beneficiary is not named or if no Beneficiary is surviving, we will pay the benefits to the Certificateholder's estate, or at our option, to:

- the surviving spouse; otherwise
- the surviving children equally; otherwise
- the surviving parent(s) equally; otherwise
- the surviving brother(s) and/or sister(s) equally; otherwise
- any person who verifies to us that they have incurred funeral or other expenses related to the Covered Person's last illness or death. The payment to this person will not exceed the maximum allowed by law, which is \$250.

If the Certificateholder and the Beneficiary die from the same accident, and the order of deaths cannot be determined, we will pay the benefit as though the Certificateholder survived the Beneficiary.

If any person who is to receive a benefit payment is a minor or is not legally competent, then the benefit payment will be made to the person's legally appointed guardian.

Misstatements

All statements contained in an application, in the absence of fraud, are deemed representations and not warranties. Any misstatement used to deny or reduce a benefit, deny a claim, or void insurance must be contained in a written application, a copy of which is provided to the person who made it, or in the event of the person's death, the Beneficiary.

Except as stated below for life insurance, we reserve the right to cancel or rescind coverage for any Covered Person who engages in misrepresentation and/or fraudulent conduct in relation to any claims made for coverage or any application for coverage under the Group Policy.

For life insurance, if a Covered Person's age is misstated, we will pay the correct life insurance benefit(s) which apply to the Covered Person's actual age. In addition, the life premium rate will be adjusted so that the premium paid would have been correct for the Covered Person's actual age. We may make this change back to the date coverage became effective based on the misstated information. No misstatement, except for misstatement of age, may be used to contest life insurance after it has been in force prior to the contest for a period of two years during the person's lifetime, nor unless it is contained in a written application, signed by the insured, a copy of which is provided to the person who made the misstatement.

Definitions

This section defines terms which have special meanings. If a word or phrase has a special meaning or is a title, it starts with a capital letter. The word or phrase is defined in this section or at the place in the text where it is used.

Actively-at-Work or Active Work – Reporting to a Certificateholder's regular place of employment for the Group and carrying out the regular duties of his occupation for the number of hours required to meet the definition of Eligible Person. The Certificateholder will be considered Actively-at-Work on each day of a regular paid vacation or on a regular non-working day provided that the person was Actively-at-Work on the last working day.

Beneficiary(ies) – The person(s) to whom we pay Life and Accidental Death Insurance benefits.

Certificate – A description of benefits provided under the Group Policy to the Certificateholder.

Certificateholder – An Eligible Person who has enrolled for coverage.

Covered Person(s) – The Certificateholder and any covered Dependents.

Dependent – A Covered Person other than the Certificateholder who is:

- the Certificateholder's spouse;
- the Certificateholder's natural child, legally adopted Child, or stepchild provided such Child is at least 15 days old and has not yet reached the age limit as described below.

The child age limit is the end of the calendar month in which the child attains age 26.

Coverage may be continued if the child is mentally or physically incapable of self-support.

Any minimum or maximum age is stated in the **Schedule of Benefits** except that the maximum age during which any Education Benefit may be payable is age 24.

Effective Date – The date when coverage begins.

Eligible Person – A person who:

- is a member of an eligible class and has satisfied the Group's eligibility waiting period;
- is an employee working the required number of hours per week on a regular basis.

- as documented on the Group's federal or state payroll records; and
- is Actively-at-Work, except as provided in the "Continuation of Coverage" section.

Evidence of Insurability – A statement of an individual's present medical condition and past medical history and other relevant information, on a form approved by us, that indicates a person is acceptable for insurance, as we may determine.

Family Status Change – One of the following events:

- the Certificateholder's marriage or divorce;
- the birth or adoption of a child of the Certificateholder;
- the death of the Certificateholder's spouse or child;
- the commencement or termination of employment of the Certificateholder's spouse; or
- the taking of unpaid leave of absence by the Certificateholder or Certificateholder's spouse.

Group – The entity named as the "Group" on the Certificate cover. If no Group is specifically named, then the Group is the Policyholder (as indicated in the Certificate "Introduction".)

Group Life Insurance – Any of the following coverages which may be in force for the Certificateholder under the Group Policy: Group Term Life Insurance and Group Term Life Insurance for Dependents.