GROUP TERM LIFE INSURANCE
WITH ACCELERATED BENEFITS

AND

GROUP DISABILITY INSURANCE

Provided By:

A subsidiary of Blue Cross and Blue Shield of Louisiana,
independent licensees of the Blue Cross and Blue Shield Association.

5525 Reitz Avenue • Baton Rouge, Louisiana • 70809-3802
www.bcbsla.com

Signed for the Company

Bryan R. Camerlinck,
President and Chief Executive Officer

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ARTICLE II PREMIUM PROVISIONS

Initial Monthly Premium Rates

The first premium is due and payable on the effective date of The Policy. Subject to The Policy's grace period provision, all premiums after the first must be paid when or before they are due.

Premiums are based on the Employee's

1. age on his or her effective date and thereafter on the group's anniversary date following his or her birthday;
2. sex and occupational class.

Long Term Disability Benefits would be the percentage of the Employee's Pre-disability Earnings that are stated in the Schedule of Benefits. However, that coverage has a Maximum Monthly Benefit, which means that it does not matter how much Pre-disability Earnings an Employee has, his/her Long Term Disability Benefits would never exceed that Maximum Monthly Benefit. This will have an effect in the Employee's Long Term Disability premiums as well. The amount of an Employee's Pre-disability Earnings which would be disregarded in determining his Monthly Benefit will also be disregarded in determining the Long Term Disability premiums and the total insured payroll.

The Policyholder will pay the premiums for The Policy in an annual, semi-annual or quarterly basis, depending on the specific agreement with The Company. For that purpose, the Initial Monthly Premium Rates may be converted as follows:

To Convert Rates to:	**Use a Conversion Factor of:**
-- annual rates	11.8227
-- semi-annual rates	5.9557
-- quarterly rates	2.9852

Grace Period

The Company will allow the Policyholder a 30 day grace period for the payment of all premiums after the first. During this 30 day period, The Policy will stay in force. If the owed premium is not paid by the 30th day, The Policy will automatically terminate. If the Policyholder gives The Company written advance notice of an earlier cancellation date, The Policy will terminate on the earlier date. Premium is due for each day The Policy is in force.

Monthly Premium Rate Guarantee Calculation

Initial Monthly Premium rates are guaranteed for a minimum of 12 months.

The rate guarantee described (the "Rate Guarantee") supersedes only those provisions appearing elsewhere in this policy which give The Company the right to change the premium rates, and then, only for the period of time stated for the Rate Guarantee. However, The Company may change the premium rates during the Rate Guarantee period if there is a change in the group policy's benefit level, or if there is an addition of insured employee(s) under the group policy, or if there is a change in age or geographic location of an individual insured employee or Policyholder, or an increase in the policy benefit level. The Rate Guarantee in no way affects amends or supersedes any other provision in this Policy.

With respect to Life Insurance, subject to the Rate Guarantee period, The Company has the right to change premium rates on any premium due date if:

1) written notice is delivered to the Policyholder's last address on record; and
2) the change is effective at least 31 days after the date of notice.

With respect to Disability Benefits, subject to the Rate Guarantee period, The Company has the right to change premium rates on any premium due date if:

1) written notice is delivered to the Policyholder's last address on record; and
2) the change is effective at least 45 days after the date of notice for any rate increase of 20 percent or

more.

With respect to Disability Benefits, The Company shall not change rates more than once in any six month period.

Premium Payments

Premiums may be calculated by multiplying the rate times the applicable number of units of coverage.

If any insurance is added, increased or becomes effective after The Policy is in force, the premium charges will begin on:

1) the day the coverage is effective, if it is also the first day of a policy month; or
2) the first day of the next policy month.

For insurance which is terminated, premium charges will stop as of the first day of the next policy month.

With respect to Dependent Life Insurance only, the premium rate per Dependent Unit or per $1,000 of insurance, whichever is applicable, will be based on actuarial assumptions, due to the difficulty in obtaining the ages of all Dependents who are covered under this benefit. The actuarial assumptions will produce, in the opinion of The Company, the same total amount of premium as would be obtained by the use of the actual ages of the Dependents covered.

Premium payments are due and payable in full to a place designated by The Company or, with respect to the initial premium payment, premium payments may be made to an authorized agent of The Company. Payment of premiums for a period before it is due will not guarantee the insurance for that period.

ARTICLE III POLICY PROVISIONS

Entire Contract

The contract between the parties consists of:

1) the Policy;
2) any Certificates incorporated and made a part of the Policy;
3) any policy amendments issued in connection with such Certificates;
4) the Policyholder's application, if any, a copy of which is attached to and made a part of The Policy when issued;
5) any Written Medical Insurability Application submitted by the Eligible Person/Employee and accepted by The Company in connection with the Policy; and
6) Enrollment spreadsheet.

Incontestability

Except for non-payment of premium, the insurance provided by The Policy cannot be contested after such insurance has been in effect for a period of 2 years. All statements made by the Policyholder or persons insured under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary.

Changes

The Company reserves the right to make changes in the Policy, after The Policy has been in force for 12 months. The Company will give the Policyholder 31 days advance written notice of any change. No agent has authority to change or waive any part of the Policy. To be valid, any change or waiver must be in writing, approved by one of our officers and made a part of the Policy.

Clerical Error

Clerical error (whether by the Policyholder, the Plan Administrator, or us) in keeping the records having to do with the Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. A clerical error will not extend the insurance of any person if that insurance would otherwise have ended or been reduced as provided by the Policy. When a clerical error is found, premiums and benefits will be adjusted based on the true facts and the Policy. Failing to notify The Company timely that an employee's coverage, or that of any of his/her Dependents, should be terminated because the employee's employment has been terminated, or because of any other event that would render an individual ineligible to participate under this Policy, will not be considered a clerical error under this clause.

Employee and/or Dependent Coverage Cancellations

The termination of the employment of any employee, or his termination from a Class of eligible individuals, shall not terminate his/her coverage under the Policy, nor that of his/her Dependents covered (if Dependent coverage is available), until the expiration of such period for which the premium for such individuals has been paid by the Policyholder, not exceeding thirty one (31) days.

Conformity with Law

If any provision of the Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law. If any change to state or federal law, including but not limited to the Federal Social Security Act, affects The Company's liability under The Policy, The Company may change The Policy, the premiums or both. Such change:

1) will be effective as of the date of the change to the state or federal law; and
2) will not be made until The Company gives the Policyholder 30 days notice.

Termination of Policy

The Company may terminate The Policy for the following reasons by giving the Policyholder 60 days written notice:

1) The Policyholder fails to furnish any information which The Company may reasonably require;
2) The Policyholder fails to perform any of his other obligations pertaining to this policy;
3) Less than 100% of the persons eligible for coverage on a non-contributory Basis are insured; or
4) Less than 15%-99% (as defined by the group size and product) of the persons eligible for coverage on a Contributory Basis are insured.

In addition, The Company may terminate this policy on any premium due date after The Policy has been in force for 12 months by providing 60 days written notice.

Cancellation

The Policy may be cancelled at any time by written notice mailed or delivered by The Company to the Policyholder, or by the Policyholder to us. If The Company cancels, The Company will mail or deliver the notice to the Policyholder at its last address shown in our records. If The Company cancels, it becomes effective on the later of:

1) the date stated in the notice; or
2) the 30th day after The Company mails or delivers the notice.

If the Policyholder cancels, it becomes effective on the later of:

1) the billing date following the date The Company receives the notice

If the Policyholder cancels:

1) The Company will promptly return to the Policyholder any unearned premium; or
2) the Policyholder will promptly pay any earned premium which has not been paid.

Any earned or unearned premium will be determined on a pro rata basis. Cancellation will be without prejudice to any claim which commenced prior to the effective date of the cancellation.

Certificates

The Company will give individual Certificates to:

1) the Policyholder; or
2) any other person according to a mutual agreement among the other person, the Policyholder, and us;

for delivery to persons covered under The Policy, and which will explain the important features of The Policy.

Data To Be Furnished

The Policyholder, or any other person designated by the Policyholder, will give The Company all information The Company needs regarding matters pertaining to the insurance. At any reasonable time while The Policy

is in effect and even 36 months after termination.
The Company may inspect any of the Policyholder's documents, books, or records which may affect the insurance or premiums of this policy.

The Policyholder will, upon our request, give us:

1) the names of all persons initially eligible for coverage;
2) the names of all additional persons who become eligible for coverage;
3) the names of all persons whose amount of insurance is to be changed;
4) the names of all persons whose eligibility or insurance is terminated; and
5) any data necessary to administer the insurance provided by the Policy.

Right to Audit

The Company reserves the right to audit, once every 2 years, the Policyholder's billing records and premium accounting practices. If The Company discovers:

1) an underpayment of premium by the Policyholder, the Policyholder will be obligated to remit, in a timely manner, the underpayment amount; or
2) an overpayment of premium, The Company will return any overpayment amount in a timely manner;

for the previous 2 year period.

Time Period

All periods begin and end at 12:01 A.M., standard time, at the Policyholder's address.

Insurance Fraud

Insurance fraud occurs when an Employer or any of its representatives, insured member and/or any other person provides The Company with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive The Company. It is a crime for any person to commit insurance fraud. We will use all means available to The Company to detect, investigate, deter and prosecute those who commit insurance fraud. We will pursue all available legal remedies if the Policyholder, any of its insured members, or any other person perpetrate insurance fraud.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.