

**BCS Life Insurance Company**

676 North St. Clair  
Chicago, Illinois 60611-2997

***HOSS'S STEAK & SEA HOUSE, INC.***

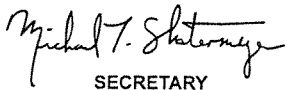
**CERTIFICATE OF INSURANCE  
GROUP TERM LIFE**

This Certificate of Insurance is evidence of the Insured's insurance under the Policy issued to the Policyholder indicated on the Policy Schedule. Everything contained in this Certificate of Insurance is subject to the provisions, definitions and exceptions in the Policy. The Policy is on file with the Policyholder and may be examined at any reasonable time. Only one of our executive officers can authorize a change of the Policy.

We will refer to BCS Life Insurance Company as "the Company", "We", "Us" or "Our".

This Certificate replaces all Certificates and Certificate Riders, if any, previously issued to the Insured under the Policy.

The President and Secretary of BCS Insurance Company witness this Certificate:

  
SECRETARY

  
PRESIDENT

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**BCS LIFE INSURANCE  
POLICY SCHEDULE**

**POLICYHOLDER:** *HOSS'S STEAK & SEA HOUSE, INC.*

**POLICY NUMBER:** NAB 8379

**POLICY EFFECTIVE DATE:** September 1, 2004

**POLICY ANNIVERSARY DATE:** September 1, 2005 and each year thereafter

**STATE OF POLICY DELIVERY:** Pennsylvania

**Eligibility:** Class I - All Active Full-time Employees of the Policyholder who work at least 36 hours per week and are U.S. Citizens or U.S Residents.

The employee does not have to contribute premium for Basic Life and Accidental Death & Dismemberment Insurance.

**When Individual Coverage is Effective. This precludes items 1., 2., and 3. shown under Insured's Coverage Effective Date for Basic Life Insurance.**

Individual Coverage begins on the later of September 1, 2004; or the 1<sup>st</sup> of the month following 90 days of continuous, active, full-time employment.

**When an Increase in Individual Coverage is Effective:** Individual Coverage increase will take effect on the date of the increase.

**Policyholder Grace period:** 31 days

**Rate change notice to Policyholder:** 31 days

**Basic Earnings:** Excludes commissions, bonuses, overtime or any additional remuneration arising out of the Policyholder and employee relationship.

**BENEFITS**

**Basic Life Insurance Benefits:** An amount equal to 1 times your basic annual earnings rounded, if necessary, to the next multiple of \$1,000. This amount may not exceed \$300,000.

**Guaranteed Issue Amount:** Up to \$300,000

**BCS LIFE INSURANCE  
POLICY SCHEDULE  
(continued)**

**Accidental Death and Dismemberment Benefit**

Principal Sum: Same as Basic Life Insurance

Schedule of Losses:

<u>For Loss of:</u>	<u>Percentage of Principal Sum:</u>
Life	100%
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand and Sight of One Eye	100%
One Foot and Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
One Hand or One Foot	50%
Sight of One Eye	50%
Speech or Hearing in Both Ears	50%
Hearing in One Ear	25%
Thumb and Index Finger of Same Hand	25%

**Waiver Benefit:**

	<u>Life</u>
Benefit applies:	Yes
Age by which Disability must begin:	60
Maximum Age on which Benefit Terminates:	65

**Other Benefits:**

	<u>Life</u>
Extension for Lay-off or Leave:	3 months
Extension for Injury or Illness:	12 months

**LIMITATIONS:**

**Reduction Schedule:** Basic Life and AD&D Benefits will be reduced as follows:

Attainment of age 65: to 65% of the scheduled amount  
Attainment of age 70: to 50% of the scheduled amount

**Termination Provision:** All Insurance will be terminated on the earlier of: (a) the date of retirement; or (b) in accordance with the section titled Insured's Coverage Termination Date.

## **POLICY EFFECTIVE AND TERMINATION DATES**

**Policy Effective Date.** The Policy takes effect at 12:01 a.m. at the address of the Policyholder on the Policyholder Effective Date indicated on the Policy Schedule.

**Policy Termination by the Company.** The Company may terminate the Policy on any premium due date on or after the Initial Rate Period through which premium rates have been guaranteed, as indicated on the Policy Schedule. The Company may not terminate the Policy prior to such period, except for non-payment of premium.

The Company will provide 31 days advance written notice of its intent to terminate by mail or personal delivery. Termination will take effect at 11:59 p.m. at the Policyholder's address on the date of termination.

**Policy Termination by the Policyholder.** The Policyholder may terminate the Policy by mailing or delivering to the Company written notice at least 31 days in advance of the termination date. Termination will take effect at 11:59 p.m. at the Policyholder's address on the termination date specified in such notice.

**Policy Termination by Both Parties.** The Policy may be terminated at any time by the mutual written consent of the Policyholder and the Company.

**Policy Termination for Non-Payment of Premium.** If any premium is not paid by the end of the grace period specified in the Policy, the Policy will automatically terminate as of the date on which the unpaid premium was due.

## BASIC LIFE INSURANCE

**Insured's Coverage Effective Date.** An Insured's Basic Life Insurance benefit that is less than or equal to the Guaranteed Issue Amount begins on the latest of the following:

1. the Policy Effective Date, if the Insured is a member of an Eligible Class prior to such date;
2. the first day of the month following the date the Insured becomes a member of an Eligible Class;  
or
3. as indicated on the Policy Schedule.

Any Basic Life Insurance benefit that is in excess of the Guaranteed Issue Amount will become effective on the first day of the month following the date the Company approves the required Evidence of Insurability.

If the Insured is not Actively at Work due to an Injury or Sickness on the date his or her insurance would otherwise become effective, insurance will not be effective until the first full day following the day the Insured returns to Active Work.

No Basic Life Insurance benefit will be effective until the required premium is paid.

**Death Benefit.** Upon receipt of due proof of death, the Company will pay the Basic Life Insurance benefit that was in force on the Insured's life at the time of his or her death, in accordance with the terms of the Policy.

**Changes in Amounts of Insurance.** Any increase in an Insured's Basic Life Insurance benefit will take effect on the latest of the following:

1. the date of such increase, if the Insured is Actively at Work on such date;
2. the date the Insured returns to Active Work, if the Insured was not Actively at Work on the date on which the increase would otherwise become effective; or
3. as indicated on the Policy Schedule.

Basic Life Insurance benefits will be reduced due to age as indicated on the Policy Schedule. Any other decrease in the Insured's Basic Life Insurance benefit will take effect on the date of the decrease. An Insured's Basic Life Insurance will not be increased in excess of the Guaranteed Issue Amount unless he or she satisfies the Evidence of Insurability requirement for such excess amount. The Insured will become covered for the excess amount on the later of: the first day of the month following the date the Company approves Evidence of Insurability or as indicated on the Policy Schedule.

**Insured's Coverage Termination Date.** Subject to the section titled "Exceptions to When Coverage Ends", an Insured's Basic Life Insurance ends on the earliest of the following:

1. the date the Insured's employment terminates;
2. the date the Insured is no longer Actively at Work;
3. the date the Insured ceases to be a member of an Eligible Class;
4. the date the Policy terminates;
5. the date Basic Life Insurance for the Policyholder ends;
6. the date the Insured enters the military, naval or air force of any country or international organization on a full-time active duty basis. This does not apply in the case of scheduled drills or other training not exceeding one month in any calendar year.

## EXCEPTIONS TO WHEN COVERAGE TERMINATES

The following provisions allow coverage to continue beyond the date it would otherwise terminate.

**Extension for Lay-off or Leave of Absence.** If an Insured is not Actively at Work due to Lay-off or Leave of Absence, the Policyholder may extend the Insured's benefits under the Policy, including Family Life Insurance, up to the maximum period indicated on the Policy Schedule. Such extension is subject to continued payment of the required premium and Policyholder established criteria that precludes individual selection.

**Extension for Injury or Illness.** If an Insured is not Actively at Work due to Injury or Sickness, the Policyholder may extend the Insured's benefits under the Policy, including Family Life Insurance, up to the maximum period indicated on the Policy Schedule. Such extension is subject to continued payment of the required premium and Policyholder established criteria that precludes individual selection.

**Extension for Total Disability with Waiver of Premium.** If an Insured is not Actively at Work due to Total Disability, the Insured's benefits eligible for Waiver of Premium, as indicated on the Policy Schedule, may be extended by the Company without payment of the required premium, subject to the following:

1. Total Disability must have begun before the age indicated on the Policy Schedule and while covered under the Policy;
2. the Insured furnishes proof satisfactory to the Company that he or she has been Totally Disabled continuously from the date the Total Disability began;
3. such proof is furnished no later than one year after the date the Insured ceased being Actively at Work, unless the Insured demonstrates proof was provided as soon as reasonably possible; and
4. the Insured must surrender to the Company, without claim for more than a refund of premium paid, any policy issued to him or her pursuant to the Conversion Privilege provided by the Policy.

So long as an Insured furnishes proof that the Total Disability has continued uninterrupted, the Company will continue to extend such Insured's Life Insurance benefits from the date the Total Disability began until the earliest of the following:

1. the end of the maximum period indicated on the Policy Schedule;
2. the date the Insured is no longer Totally Disabled; or
3. the date the Insured receives, or would be eligible to receive if a claim was made, any retirement benefits, including Social Security or Railroad Retirement Act benefits.

To verify the existence and continuance of Total Disability, the Company has the right and opportunity, at its own expense, to have the Insured examined by a Physician chosen by the Company, as often as is reasonable. Failure to comply with this requirement will result in termination of Extension for Total Disability with Waiver of Premium.

Any premium paid for an Insured during a period for which he or she was entitled to Extension for Total Disability with Waiver of Premium will be refunded to the Policyholder, who is responsible for distribution to the Insured, if applicable.

The Life Insurance benefit that is extended under this provision will be the benefit to which the Insured was entitled on the last day the Insured was Actively at Work. This benefit will not increase; however, it will decrease whenever the benefit applicable to the Insured's Eligible Class is reduced, or whenever any benefit reduction applies.

Termination of the Policy will not end extension of Life Insurance benefits under this provision.

Should Total Disability end, thereby allowing the Insured to return to Active Work, the Insured may resume any coverage provided under the Policy for which the Insured qualifies, provided the Policy has not terminated and the required premium is paid.

No Life Insurance benefit will be paid while coverage is extended under this provision without proof that the Insured continued to be Totally Disabled through the period of extension until the date of death.

As used in this provision, the following terms are defined as indicated:

"Total Disability/Totally Disabled" means:

1. the Insured is unable to perform the Primary and Essential Duties of any occupation for which the Insured is, or becomes, reasonably fitted by training, education, and experience; and
2. the Insured is not working in any capacity for pay or remuneration.

"Primary and Essential Duties" means those duties that are generally and regularly required in the performance of the occupation and that cannot be reasonably be changed, accommodated, or omitted.

### CONVERSION

**Conversion Privilege.** Any person covered under the Policy may convert his or her Life Insurance to an individual policy, provided such person is Entitled to Convert and, within 31 days after his or her Life Insurance ends:

1. applies in writing to the Company; and
2. pays the first premium.

**Evidence of Insurability.** No Evidence of Insurability will be required in order to convert to an individual policy under the Conversion Privilege.

**Entitled to Convert.** A person covered under the Policy is Entitled to Convert his or her Life Insurance only if such insurance ends because:

1. the Insured's employment terminates;
2. the Insured ceases to be a member of an Eligible Class as described in the Eligible Class(es) section of the Policy Schedule;
3. the Policy terminates, provided the person has been covered under the Policy for at least five consecutive years immediately preceding such termination;
4. the Policy is amended to terminate the Eligible Class to which the Insured belongs, provided the person seeking to convert has been covered under the Policy for at least five consecutive years immediately preceding such termination.

**Amount of Converted Life Insurance.** If a person's Life Insurance ends because the Insured's employment terminates or the Insured is no longer a member of an Eligible Class, the amount of converted Life Insurance to which he or she will be entitled will not be more than the amount of Life Insurance that is lost under the Policy.

If a person's Life Insurance ends because the Policy is changed to terminate the Eligible Class to which the Insured belongs, or if the Policy terminates, the amount of converted Life Insurance he or she will be entitled to convert will be the lesser of: (a) the amount of Life Insurance in force under the Policy at the time insurance ends, less any amount for which such person becomes eligible under this or any other group life policy during the 31-day conversion period; or (b) \$2,000.

**Type of Policy.** The individual policy will be the Company's current offering and will be on a form customarily issued by the Company. However, such policy may not be term insurance. No disability or other supplemental benefits will be provided under the individual policy. The individual policy will go into effect at the end of the 31-day period after Life Insurance ends.

If the individual policy contains a provision that restricts the time within which benefits would be payable as a result of suicide, or restricts the time within which coverage under the policy can be contested, such time periods will be deemed to have begun at the time the Insured was first covered under the Policy.

The premium will be based on the Company's rates for the individual policy form, the benefit amount, age and the class of risk to which the person belongs at the time insurance ends. To continue insurance under the individual policy, the premium must continue to be paid as required under the terms of the individual policy.

**Death During the Conversion Period.** If the person dies during the 31-day period during which he or she is eligible to convert, the Company will pay, as a death benefit under the Policy, the maximum amount such person was otherwise eligible to convert. If the person dies during the 31-day conversion period and has already converted, the death benefit payable under the Policy will be reduced by the amount of Life Insurance actually converted, unless the individual policy is surrendered to the Company. In such case, any premium paid for the individual policy will be refunded.

**Notice of Conversion Right.** Notice of the right to convert to an individual policy will be presented to the Insured or delivered to the Insured's last known address within 15 days from the date a person's Life Insurance coverage ends. If notice is not given within this 15-day period, the 31-day conversion period will be extended by 15 days after the date notice is given. However, in no event will the initial 31-day period of time be extended beyond 60 days from the date Life Insurance ends.

**Restoration of Membership in Eligible Class.** If an Insured has converted coverage under the Policy and subsequently regains membership in an Eligible Class, coverage will not be provided under the Policy until such Insured surrenders the individual policy to the Company, subject to the provision titled "Reinstatement of a Previous Insured."

## ACCIDENTAL DEATH AND DISMEMBERMENT

**Accidental Death and Dismemberment Benefit.** The Company will pay the Benefit Percentage of the Principal Sum, if Injury to an Insured results in any one of the losses listed in the Schedule of Losses. The loss must occur within 90 days of the date of Injury. If the Insured suffers more than one loss as a result of any one accident, only the largest amount will be paid.

**Payment of Benefit.** All Accidental Dismemberment benefits will be paid to the Insured. Accidental Death benefits will be paid to the Insured's beneficiary.

The Schedule of Losses, Principal Sum and Benefit Percentage are indicated on the Policy Schedule.

As used in the Schedule of Losses, the following terms are defined as indicated:

**"Loss of a hand or foot"** means complete severance through or above the wrist or ankle joint.

**"Loss of sight of an eye"** means total and irrecoverable loss of the entire sight in that eye.

**"Loss of hearing in an ear"** means total and irrecoverable loss of the entire ability to hear in that ear.

**"Loss of speech"** means total and irrecoverable loss of the entire ability to speak.

**"Loss" of thumb and index finger** means the complete severance through or above the metacophalangeal joint of both digits.

**Exclusions.** Benefits for Accidental Death and Dismemberment will not be payable for any loss caused in whole or in part by, or resulting in whole or in part from, the following:

1. attempted suicide or intentionally self-inflicted injury, while sane or insane.
2. bodily or mental infirmity; disease of any kind; or medical or surgical treatment for that infirmity or disease. This does not include bacterial infections resulting from an accidental cut or wound or accidental ingestion of a poisonous food substance.
3. voluntary taking of poison; voluntary inhalation of gas; voluntary taking of a drug or chemical. This does not apply to the extent administered by a licensed physician. The physician must not be the Insured; his or her spouse; a child, sibling, or parent of the Insured or of the Insured's spouse; or a person who resides in the Insured's home.
4. declared or undeclared war or act of war.
5. the Insured's commission of or attempt to commit a felony, or any loss sustained while incarcerated for the felony.
6. the Insured's participation in a riot.
7. the Insured's engaging in an illegal occupation.
8. release of nuclear energy.
9. operating, riding in, or descending from any aircraft (including a hang glider). This does not apply to the Insured while a passenger on a licensed, commercial, nonmilitary aircraft.

## CLAIMS PROVISIONS

**Notice of Claim.** Written notice of claim must be given to the Company within 20 days after a loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company with information sufficient to identify the Insured, is deemed notice to the Company.

**Claim Forms.** The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in the Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured's name, the Policyholder and the Policy number.

**Proof of Loss.** Written proof of loss must be furnished to the Company within 90 days of the date of loss. If the loss is one for which the Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Company may reasonably require. Failure to furnish such proof within the time required, will not reduce or deny any benefits if the proof is given as soon as reasonably possible. However, in no event, other than legal incapacity, will proof be given more than one year after the date of loss.

**Payment of Claims.** Upon receipt of due written proof of death, payment for loss of life of an Insured will be made to the Insured's beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

Upon receipt of due written proof of loss, payments for all losses, except the Insured's loss of life, will be made to (or on behalf of, if applicable) the Insured. If an Insured dies before all payments due have been made, the amount still payable will be paid to his or her beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges the Company's liability to the extent of the payment made.

**Time of Payment of Claims.** Benefits payable under the Policy for any loss other than loss for which the Policy provides any periodic payment will be paid immediately upon the Company's receipt of due written proof of the loss. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

## GENERAL PROVISIONS

**Incontestability.** The validity of the Policy will not be contested after it has been in force for two years from the Policy Effective Date, except for non-payment of premium.

After a person has been covered under the Policy for two years, no statement made by such person will be used to contest a claim under the Policy. The Company can only contest coverage if the misstatement is made in a written instrument signed by such person and a copy is given to the Policyholder, the signor or the signor's beneficiary.

**Beneficiary Designation and Change.** The Insured's designated beneficiary(ies) is (are) the person(s) named by the Insured, as shown in the Policyholder's records. The Insured Spouse's and Insured Child's beneficiary is the Insured.

A legally competent Insured over the age of majority may change his or her beneficiary designation at any time, unless an irrevocable designation has been made. The change may be executed, without the consent of the designated beneficiary(ies), by providing the Company, or, if agreed upon in advance by the Company, the Policyholder, with a written request for change. When the request is received, whether the Insured is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment that is made prior to receipt of the request.

If there is no designated beneficiary, or if no designated beneficiary is living after the Insured's death, the benefits will be paid, in equal shares, to the survivors in the first surviving class of those that follow: The Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

If the Insured is not living on the date of the Insured Spouse's or Insured Child's death, the beneficiary is the Insured's estate.

**Reinstatement of a Previous Insured.** A member of an Eligible Class who was previously an Insured may apply for any benefits for which the member is eligible. Such member's benefits will begin on the first day of the month following the date the Company approves the member's application for such benefits, as well as Evidence of Insurability.

**Physical Examination and Autopsy.** The Company at its own expense has the right and opportunity to examine the Insured whose loss is the basis of claim under the Policy as often as it may reasonably require during the pendency of the claim, and to make an autopsy in case of death where it is not forbidden by law. If the Insured is Totally Disabled, we may not examine the Insured more than once a year after he or she has been Totally Disabled.

**Legal Actions.** No action at law or in equity will be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action will be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**Workers' Compensation.** The Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

**Clerical Error.** A purely clerical error, that arises from other than a failure to perform administrative duties hereunder, whether by the Policyholder or the Company, will not void the insurance of any Insured if that insurance would otherwise have been in effect; nor will it extend insurance of such person if that insurance would otherwise have ended or been reduced as provided by the Policy. Clerical error may be, by illustration but not limitation, errors in transcription or computation, but is not, by illustration but not limitation, a failure to advise Insureds of procedural requirements.

**Assignment.** The Policy is non-assignable. An Insured may not assign his or her rights, privileges and benefits under the Policy without the consent of his or her beneficiary. The Company is not bound by an assignment until the Company receives and files a signed copy. The Company is not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the Policy.

**Misstatement of Facts.** If the material facts, including age of the Insured, were not accurate in the Application or any application for coverage under the Policy:

1. a fair adjustment of premium will be made; and
2. the true facts, including true age, will decide whether, and in what amount, insurance is in force under the Policy.

**Facility of Payment.** If an individual appears to the Company to be equitably entitled to compensation because he or she has incurred expenses on behalf of an Insured or for burial or funeral expenses, the

Company may deduct from the amount payable under the Policy to be paid to such individual the expenses incurred, but not more than \$500. Such payment will not exceed the amount due under the Policy.

**Settlement Options.** The Insured may elect to have all or any part of his or her insurance for loss of life paid to his or her beneficiary in installments or in any other way that may be agreed to by the Company. The Insured must give notice in writing to elect a settlement option. The Insured will have the right to change the election at any time. The terms of payment will be in accordance with those offered by the Company for the insurance at the time election is made.

After the Insured's death, the beneficiary:

1. may make such an election, if the Insured had not done so; and
2. may name a person(s) to receive any amount that would otherwise go to the beneficiary's estate; and
3. will have the right to change the person(s) named in accordance with 2. above.

### DEFINITIONS

**Accident** means a sudden, unexpected and unintended incident that occurs while coverage is in force with respect to the person whose Injury is the basis of the claim and that results in Injury or loss covered by this Policy.

**Active Work/Actively At Work** means expending time and energy in the performance of regular duties for the Policyholder at the usual place of employment, or at a location to which the Policyholder requires the Insured to travel and for which the Insured is receiving Basic Earnings for such duties. An Insured will be considered Actively At Work on each regularly scheduled non-work day if he or she was Actively At Work on the immediately preceding scheduled work day.

**Basic Earnings** means the Insured Person's basic rate of pay. It does not include overtime, bonus or any other form of additional compensation, unless otherwise indicated on the Policy Schedule.

**Evidence of Insurability** means a written statement, application, or medical evidence of good health that, in the sole judgment of the Company, qualifies the person for coverage under the Policy. The Company may require the person to pay the cost of providing this information.

**Guaranteed Issue Amount** means the highest amount of insurance that will be issued to a person without Evidence of Insurability. This amount is indicated on the Policy Schedule.

**Injury** means a bodily injury caused by an accident occurring while the Policy is in force with respect to the person whose injury is the basis of claim and resulting directly and independently of all other causes in a covered loss.

**Insured** means a person who is a member of an Eligible Class, as defined on the Policy Schedule, for whom any required premium has been paid; coverage has been elected, any required Evidence of Insurability is approved by the Company, and for whom coverage is in force. Persons belonging to more than one Eligible Class will only be covered under the Policy for one Eligible Class.

**Physician** means a licensed practitioner of the healing arts acting within the scope of his or her license, who is not: (a) the Insured Person; (b) an relative to the Insured or a relative of any member of the Insured's family; or (c) residing with the Insured Person.

**Sickness** means a diagnosed illness, disease or pregnancy.



BCS LIFE INSURANCE COMPANY  
676 North St. Clair  
Chicago, Illinois 60611-2997

### ACCELERATED DEATH BENEFIT RIDER

This rider amends the Policy or Certificate of Insurance to which it is attached, and takes effect on the Policy Effective Date.

The following provision is hereby added to the Policy or Certificate of Insurance to which this rider is attached:

**ACCELERATED DEATH BENEFIT:** This benefit is payable to an Insured if, due to a medically determinable condition suffered by the Insured, death is expected to result within 6 months.

In order for this benefit to be paid, we:

1. must receive a written request from the Insured. If the Insured is unable to sign a written request due to his physical condition, a written request from the primary beneficiary will be acceptable;
2. must receive a written report signed by the licensed attending physician which certifies that the Insured, due to a medically determinable condition, has a life expectancy of 6 months or less;
3. must receive from any assignee or irrevocable beneficiary his acknowledgement and agreement to payment of this benefit;
4. may, at our option, confirm the diagnosis with an additional medical opinion if our medical director does not concur with the attending physician. Such opinion will be obtained at our expense.

The Accelerated Death Benefit will be an amount equal to 50% of the death benefit applicable to the Insured under the Policy on the date of the physician's certification of such diagnosis, not to exceed \$100,000. The benefit payable will be rounded, if necessary, to the nearest multiple of \$1,000. This benefit will be paid in one lump sum and is payable only one time for each Insured. If the Insured recovers from the medically determinable condition after receiving the Accelerated Death benefit, we will not ask for a refund. However, should the Insured return to active work, the amount of life insurance to which he or she is entitled will be reduced by the amount previously paid.

If an Insured elects to receive this benefit, it is understood:

1. the death benefit ultimately payable for the Insured will be reduced by an amount equal to the Accelerated Death Benefit paid to the Insured; and
2. the amount of this Accelerated Death Benefit plus the corresponding death benefit will not exceed the amount that would have been paid as the death benefit in the absence of this Accelerated Death Benefit.

Coverage for any Insured under this provision will terminate on the first of the following:

1. the date coverage under the Policy terminates;
2. the date of payment of an Accelerated Death Benefit to the Insured; or
3. the end of the period for which the required premium has been paid.

**THIS ACCELERATED DEATH BENEFIT WILL REDUCE THE FULL LIFE INSURANCE BENEFIT THAT WOULD ULTIMATELY BE PAYABLE. THIS BENEFIT MAY BE TAXABLE AND INSUREDS MAY WISH TO SEEK ASSISTANCE FROM THEIR PERSONAL TAX ADVISOR. THE COST OF THIS BENEFIT IS INCLUDED IN THE COST OF THE POLICY.**

Nothing contained in this Amendatory Rider will alter or amend the terms of the Policy or Certificate of Insurance except as expressly stated herein. All the terms of the Policy that are not in conflict with the terms of this Rider will be applicable. This rider terminates at the same time as the Policy or Certificate of Insurance to which it is attached.

Signed for BCS Life Insurance Company:

  
PRESIDENT



BCS LIFE INSURANCE COMPANY  
676 North St. Clair  
Chicago, Illinois 60611-2997

#### AMENDATORY RIDER

This rider amends the Policy or Certificate of Insurance to which it is attached, and takes effect on the Policy Effective Date.

The following is hereby added to the Policy or Certificate of Insurance to which this rider is attached:

**Seat Belt Benefit** – We shall pay an additional Accidental Death benefit equal to \$10,000, if the Insured suffers loss of life as the result of a covered accident which occurs while the Insured is driving or riding in a Private Passenger Car, and;

1. The car is equipped with seat belts;
2. The seat belt was in actual use and properly fastened at the time of the accident;
3. The position of the seat belt is certified in the official report of the accident or by the investigating officer.

**Air Bag Benefit** – We shall pay an additional Accidental Death benefit equal to \$10,000, if the Insured suffers loss of life as the result of a covered accident which occurs while the Insured is driving or riding in a Private Passenger Car, and;

1. The car is equipped with a single air bag and the Insured is the driver;
2. The car is equipped with dual front air bags and the Insured is either the driver or front seat passenger; or
3. The car is equipped with dual front and rear air bags and the Insured was the driver or a front or back seat passenger; and
4. The seat belt was in actual use and properly fastened at the time of the accident.

**Exclusions** – Benefits under this rider will not be payable due to the following:

1. The Insured or the driver of the car, if other than the Insured, is driving while intoxicated, impaired, or under the influence of drugs, unless taken as prescribed by a licensed physician. As used in this subsection, the terms "intoxication", "impaired", and being "under the influence of drugs" are defined as defined by the jurisdiction in which the accident occurred, whether or not a conviction occurred.
2. The driver of the car, whether the Insured or otherwise, is not licensed.
3. The accident occurs while the Insured is participating in a race, speed or endurance test.

As used in this rider, the following terms are defined as indicated:

**"Private Passenger Car"** means a four wheel passenger car, station wagon, jeep, pick-up truck and sports utility vehicle, which is:

- a. validly registered; and
- b. not licensed commercially, unless owned by the Policyholder.

**"Seat Belt"** means those belts that form an occupant restraint system at the time the automobile was manufactured.

Nothing contained in this Amendatory Rider will alter or amend the terms of the Policy or Certificate of Insurance except as expressly stated herein. All the terms of the Policy that are not in conflict with the terms of this Rider will be applicable. This rider terminates at the same time as the Policy or Certificate of Insurance to which it is attached.

Signed for BCS Life Insurance Company:

Handwritten signature of Daniel P. Pepi in black ink.  
PRESIDENT

## ERISA INFORMATION AND NOTICE OF RIGHTS

The following information and notice of rights and protections is furnished by the Plan Administrator as required by the Employee Retirement Income Security Act of 1974 (ERISA).

### A. Termination Or Amendment Of The Group Policy

The Group Policy that provides benefits for this Plan may be terminated by the Policyholder at any time with prior written notice to the Insurance Company. It will terminate automatically if the Policyholder fails to pay the required premium.

The Insurance Company may terminate the Group Policy if the number of persons insured is less than the required minimum, or if we believe the Policyholder has failed to perform its obligations relating to the Group Policy.

The Group Policy may be changed in whole or in part. No change or amendment will be valid unless it is approved in writing by an Executive Officer of the Insurance Company.

The summary plan description and Group Policy contain the complete termination and amendment provisions.

### B. Statement Of Rights Under ERISA

#### 1. Right To Examine Plan Documents

You have the right to examine all Plan documents, including any insurance contracts or collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration. These documents may be examined free of charge at the Plan Administrator's office.

#### 2. Right To Obtain Copies Of Plan Documents

You have the right to obtain copies of all Plan documents, including any insurance contracts or collective bargaining agreements, a copy of the latest annual report (Form 5500 Series), and updated summary plan description upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for these copies.

#### 3. Right To Receive A Copy Of Annual Report

The Plan Administrator must give you a copy of the Plan's summary annual financial report, if the Plan was required to file an annual report. There will be no charge for the report.

#### 4. Right To Review Of Denied Claims

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have the right: a) to know why this was done; b) to obtain copies of documents relating to the decision, without charge; and c) to have your claim reviewed and reconsidered, all within certain time schedules.

### **C. Obligations Of Fiduciaries**

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

- D. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials or the latest annual report that you are entitled to receive from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.**

If you have a claim for benefits which is denied or ignored in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees: for example, if it finds your claim is frivolous.

### **E. Plan and ERISA Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest Office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory of the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.