

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
900 SW Fifth Avenue
Portland, Oregon 97204-1282
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People. Not Just Policies.®

GROUP LIFE PORTABILITY INSURANCE CERTIFICATE

Policyholder:	Fleet National Bank, Trustees of the Standard Insurance Company Group Insurance Trust
Policy Number:	641197-A
Effective Date:	January 1, 2001

The Group Policy has been issued to the Policyholder. No coverage under the Group Policy is in effect until approved in writing by us.

We certify that you will be insured as provided by the terms of your coverage under the Group Policy. If the terms of this Certificate differ from the terms of the Group Policy, the latter will govern. If your coverage is changed by an amendment to the Group Policy, we will provide you with a revised Certificate or other notice.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate.

Unless defined differently within a particular provision, the terms "you" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in bold face type.

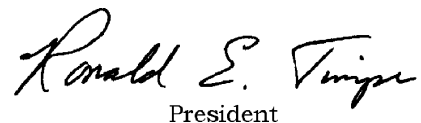

President

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COVERAGE FEATURES

This section contains many of the features of your group life portability insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL POLICY INFORMATION

Group Life Portability Insurance Policy Number:	641197-A
Type of Insurance Provided:	
Life Insurance:	Yes
Policyholder:	Fleet National Bank, Trustee of the Standard Insurance Company Group Insurance Trust
Group Policy Effective Date:	January 1, 2001
Policy Issued In:	Rhode Island

SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:	You may apply for Life Insurance in multiples of \$1,000, from \$10,000 to \$300,000, but not to exceed the Maximum Amount.
	Maximum Amount means the total amount of Life Insurance (Plan 1), Additional Life Insurance (Plan 2), and Supplemental Life Insurance for which you were insured under your Employer's coverage under a Group Life Insurance Policy

REDUCTIONS IN INSURANCE

If you reach an age shown below, the amount of insurance will be the amount determined from the Schedule Of Insurance, multiplied by the appropriate percentage below.

Life Insurance:

Age	Percentage
65 through 69	65%
70 through 74	50%
75 or over	35%

OTHER PROVISIONS

Suicide Exclusion:

Applies to: Life Insurance

PREMIUM RATES AND RENEWALS

Premium Rates for Member:

Life Insurance:

Member: Monthly Rate Per Multiple Of \$1,000

Age On Last Birthday	Non-Tobacco Rate	Tobacco Rate
Under 35	\$ 0.16	\$ 0.22
35 through 39	0.17	0.24
40 through 44	0.23	0.35
45 through 49	0.39	0.56
50 through 54	0.56	0.81
55 through 59	0.97	1.38
60 through 64	1.47	2.09
65 through 69	2.87	3.98
70 through 74	4.70	6.31
75 through 79	6.99	9.05
80 or over	12.82	16.00

Premium Due Dates:

The first premium is due within 31 days after your employment terminates. Thereafter, premiums are due on or before the first day of the billing period you select from the options we may offer (e.g. monthly, quarterly)

LIFE INSURANCE

A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Life Insurance

See **Coverage Features** for the Life Insurance schedule.

See your certificate for the amount of Life Insurance for which you are approved.

C. Becoming Insured For Life Insurance

To become insured for Life Insurance under the Group Policy you must meet the following requirements:

1. Be a Member.
2. Apply in writing for Life Insurance, and pay the first premium to us within 31 days after your employment with your Employer terminates.
3. Be approved by us.

Member means an individual with a right to buy portable group Life Insurance coverage when insurance ends under a Group Life Insurance Policy.

D. When Life Insurance Becomes Effective

If you meet the requirements in item C. above, your Life Insurance under the Group Policy will become effective on the day after your employment with your Employer terminates, if you apply within the 31 days after the date your employment terminates.

When your Life Insurance under the Group Policy is approved, we will issue a certificate of insurance to you. If the terms of the certificate differ from the terms of the Group Policy, the latter will govern. If your insurance is changed by an amendment to the Group Policy, we will provide you with a revised certificate or other notice.

E. Decreases In Life Insurance

You may decrease the amount of your Life Insurance. A decrease in your Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date we receive your written request for the decrease. If you decrease your Life Insurance you may not increase it thereafter.

F. Suicide Exclusion: Life Insurance

If your death results from suicide or other intentionally self-inflicted injury, while sane or insane, 1 and 2 below apply.

1. The amount payable will exclude the amount of your Life Insurance which has not been continuously in effect for at least 2 years on the date of your death. In computing the 2-year period, we will include time you were insured under your Employer's coverage under a Group Life Insurance Policy.
2. We will refund all premiums paid for that portion of your Life Insurance which is excluded from payment under this suicide exclusion.

G. When Life Insurance Ends

Your Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which we received the required premium payment for your Life Insurance.
2. The date the Group Policy terminates.
3. The date you become a full-time member of the armed forces of any country.

If you give us notice within 31 days after the occurrence of event 3, we will refund any premiums paid for the period after your Life Insurance ends.

PAYMENT OF PREMIUMS

A. Premium Due Dates

The first premium is due within 31 days after your insurance ends under your Employer's coverage under a Group Life Insurance Policy. Thereafter all premiums are due on or before the monthly or quarterly Premium Due Date. If you select a quarterly billing period option, we will send a premium statement to your last known address. You must pay the entire premium for your insurance in full each quarter in advance of the due date.

B. Changes In Premium Rates

We can adjust or change premium rates on any January 1 or on any Premium Due Date by giving you not less than 31 days advance written notice.

C. Grace Period And Termination For Nonpayment

There is a grace period of 31 days for payment of premiums, except the first. If you do not pay a premium before its due date, you may pay the premium during the following grace period. If you do not pay the premium during the 31-day grace period your insurance will terminate automatically at the end of the grace period. Your insurance will remain in force during the grace period. We may charge you interest at the legal rate for any premium that is not paid during the grace period, beginning with the first day after the grace period.

D. Reinstatement Of Insurance

If your insurance ends because you fail to make a required premium payment, you must apply for reinstatement within 60 days and provide satisfactory Evidence Of Insurability to become insured again. Your insurance will be effective when we approve your Evidence Of Insurability. In no event will insurance be retroactive.

E. Premium Adjustments

Premium adjustments involving a return of unearned premiums will be limited to the three (3) months just before the date we receive a request for premium adjustment.

RIGHT TO CONVERT

A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if:

1. Your Insurance ends or is reduced due to a Qualifying Event; and
2. You apply in writing and pay us the first premium during the Conversion Period.

The maximum amount you have a Right To Convert is the amount of your Insurance which ended.

B. Definitions For Right To Convert

1. Conversion Period means the 31-day period after the date of any Qualifying Event.
2. Insurance means all your insurance under the Group Policy.
3. Qualifying Event means termination or reduction of your Insurance for any reason except:
 - a. Failure to make a required premium contribution.
 - b. Payment of an Accelerated Benefit.
4. You and your mean any person insured under the Group Policy.

C. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

1. A term insurance policy;
2. A universal life policy;
3. A policy with disability, accidental death, or other additional benefits; or
4. A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

NOTE: Residents of Puerto Rico, Guam, or the U.S. Virgin Islands who exercise the Right To Convert will be issued an individual life insurance policy from another insurer. The policy will be subject to that insurer's limits as to form, age, minimum amount and rates.

D. Death During The Conversion Period

If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits ;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss satisfactory to us.

D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

F. Notice Of Decision On Claim

The claimant will receive a written decision on a claim within a reasonable time after we receive the claim.

If the claimant does not receive our decision within 90 days after we receive the claim, the claimant will have an immediate right to request a review as if the claim had been denied.

If we deny any part of the claim, the claimant will receive a written notice of denial containing:

1. The reasons for our decision;
2. Reference to the parts of the Group Policy on which our decision is based;
3. A description of any additional information needed to support the claim; and
4. Information concerning the claimant's right to a review of our decision.

G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing within 60 days after receiving notice of the denial.

The claimant may send us written comments or other items to support the claim, and may review any nonprivileged information that relates to the request for review.

We will review the claim promptly after we receive the request. We will send notice of our decision within 60 days after we receive the request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and refer to the relevant parts of the Group Policy.

ASSIGNMENT

The rights and benefits under the Group Policy cannot be assigned.

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

Benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designation must be the same for Life Insurance death benefits.

You must name or change Beneficiaries in writing. Writing includes a form signed by you or an electronic designation made by you.

Your designation:

1. Must be dated and signed by you ;
2. Must be delivered to us during your lifetime ;
3. Must relate to the insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered to us.

C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your spouse.
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Lump Sum

If the amount payable to a Recipient is less than \$10,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$10,000 or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest;
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.

3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$10,000 or more;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
 - a. Eligibility for insurance.
 - b. Entitlement to benefits.
 - c. The amount of benefits payable.
 - d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

Any statement made to obtain or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years during the lifetime of the insured.

B. Incontestability Of The Group Policy

Any statement made by the Policyholder to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder will be used to deny a claim, or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder a copy of a written instrument signed by the Policyholder which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

CLERICAL ERROR AND MISSTATEMENT

A. Clerical Error

Clerical error by the Policyholder or their respective employees or representatives will not:

1. Cause a person to become insured ;
2. Invalidate insurance under the Group Policy otherwise validly in force; or
3. Continue insurance under the Group Policy otherwise validly terminated.

B. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

C. Misstatement Of Tobacco Use

If a person's use of tobacco has been misstated, we have the rights in 1 and 2 below:

1. The right to rescind that person's insurance subject to **Incontestability Provisions**. We will return the premium paid for that person's insurance.
2. The right to make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:
 - a. The amount of insurance based on the correct tobacco use status; and

- b. The difference between the premiums paid and the premiums which would have been paid if the tobacco use status had been correctly stated.

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated, changed or amended in whole or in part by us or the Policyholder according to the terms of the Group Policy. Any such change or amendment may apply to current or future Members covered under the Group Policy or to any separate classes or categories thereof.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy.

Insurance will terminate automatically for nonpayment of premium.

Neither the Policyholder nor its respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any terms or provisions thereof without our signed, written approval.

DEFINITIONS

Child means:

1. Your unmarried child from live birth through age 20, (age 24 if a registered student in full time attendance at an accredited educational institution); or
2. Your unmarried child who meets either of the following requirements:
 - a. The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the Child's age, is continuously Disabled.
 - b. The child was insured under your Employer's coverage under a Group Life Insurance Policy on the day before the effective date of your Life Insurance, and was Disabled on that day, and is continuously Disabled thereafter.

Child includes any of the following, if they otherwise meet the definition of Child:

- i. Your adopted child;
- ii. Your stepchild, if living in your home.

Your Child is Disabled if your child is:

1. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

You must give us proof your Child is Disabled on our forms within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your Employer's coverage under the Group Policy if your Child is Disabled on that date. At reasonable intervals thereafter, we may require further proof your Child is Disabled, and have your Child examined at our expense.

Employer means the Policyholder or participating employer under a Group Life Insurance Policy under which you claim to have a right to buy Group Life Insurance portability insurance.

Evidence Of Insurability means an applicant must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about the applicant's health ;
3. Undergo a physical examination, if required by us, which may include blood testing; and

4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means the group life portability insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Group Life Insurance Policy means a group life insurance policy issued by us that includes a portability of insurance provision allowing Members to purchase portable group Life Insurance coverage

Injury means an injury to your body.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married. However, for purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced or legally separated.

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