American United Life Insurance Company®
P.O. Box 368, Indianapolis, Indiana 46206-0368
www.oneamerica.com

Certifies that it has issued and delivered a group policy to:

State of Indiana
(Hereinafter called the Group Policyholder)

Group Policy Number: G 00000564-0000-000 Class: 01

Change Effective Date: 12/31/2011

This certificate replaces any and all certificates previously issued to You under the Group Policy indicated above.

American United Life Insurance Company® (AUL) certifies that the Employee whose enrollment form is on file with the Group Policyholder as being eligible for insurance and for whom the required premium has been paid is insured under the above numbered Group Policy for group insurance benefits as designated in the Schedule of Benefits. Benefits are subject to change as described on the Schedule of Benefits page.

This certificate describes the coverage provided in the Group Policy. The Group Policy determines all rights and benefits in this certificate and may be amended, cancelled or discontinued at any time by agreement between AUL and the Group Policyholder without notice to You. The Group Policy may be examined at the main office of the Group Policyholder during the regular office hours.

Thomas Zurek
Secretary

Dayton H. Molendorp
President and
Chief Executive Officer

CERTIFICATE OF INSURANCE
GROUP SUPPLEMENTAL AND DEPENDENT PLAN B
TERM LIFE INSURANCE WITH AN ACCELERATED LIFE BENEFIT

NOTE: RECEIPT OF THE ACCELERATED LIFE BENEFIT MAY BE TAXABLE.
PLEASE SEEK ASSISTANCE FROM A PERSONAL TAX ADVISOR.

TABLE OF CONTENTS

PROVISIONS	SECTION
Schedule of Benefits	1
Definitions	2
Eligibility	3
Individual Effective Date--Contributory Insurance (Supplemental)	4
Changes in Insurance Coverage	6
Section 125 Plan	6A
Continuation of Insurance	7
Individual Terminations	9
Transfer of Coverage and Conversion Privilege	10
Accelerated Life Benefit	13
Suicide Limitation	14
Payment of Death Benefits	15
Naming of Beneficiary	16
The Death Claim	17
Determination of Beneficiary	18
Selection of Payment Method	19

TABLE OF CONTENTS
Continued

PROVISIONS	SECTION
Dependent Insurance	20
Definitions	
Eligibility	
Individual Effective Date--Contributory Insurance (Supplemental)	
Changes in Insurance Coverage	
Individual Terminations	
Conversion Privilege	
Suicide Limitation	
Payment of Death Benefits	
Termination of this Benefit	
General Policy Provisions	21

SECTION 1-SCHEDULE OF BENEFITS
SUPPLEMENTAL INSURANCE

CLASS 001

CLASSIFICATION
All Eligible Full-Time Employees, Eligible Elected, Re-Elected Or Appointed State Legislators, Judges Or Officers Of State And Eligible Employees Of Quasi Agencies

LIFE AMOUNT
The Life Amount is a flat dollar amount purchased in $10,000 increments, as elected on Your enrollment form. The minimum Life Amount is $10,000. The maximum Life Amount is $150,000

REDUCTIONS: Upon attainment of age 65, the Life Insurance will reduce to $100,000 for amounts in excess of $100,000.

TERMINATIONS: Terminations are governed by the Individual Terminations Section. See Section 9.

WAITING PERIOD for Employees hired before the policy effective date: 0 days.

WAITING PERIOD for Employees hired on or after the policy effective date: 0 days. Also, see Eligibility, Section 3.

CLASS 001 (Continued)

ACCELERATED LIFE BENEFIT: You may request payment of 25%, 50% or 75% of the Life Amount shown above. This benefit is available on a Life Amount of $10,000 or more. The maximum payment is limited to 25%, 50% or 75% of the Life Amount shown above or $250,000, whichever is less. See Section 13.

Reductions will be based upon the Life Amount prior to the payment of any Accelerated Life Benefit.

CONTRIBUTIONS: Employee premium contributions are required. See Section 4.

ELIGIBILITY: Immediate. See Section 3.

FULL-TIME EMPLOYEE REQUIREMENT: 37.50 hours or more per week, except as otherwise provided in Section 3.

INDIVIDUAL EFFECTIVE DATE: See Section 4.

INDIVIDUAL TERMINATIONS: See Section 9.

SUICIDE LIMITATIONS: This policy contains a Suicide Limitation. See Section 14.

SECTION 1-SCHEDULE OF BENEFITS
DEPENDENT SUPPLEMENTAL INSURANCE
OPTION B

	LIFE AMOUNT
Spouse	$10,000
Live Birth to under 26 years of age. See Section 20.	$10,000

INDIVIDUAL EFFECTIVE DATE: See Section 20.

INDIVIDUAL TERMINATIONS: See Section 20.

TERMINATIONS: Terminations are governed by the Dependent Insurance Individual Terminations Section of this policy. See Section 20.

SECTION 2-DEFINITIONS

ACCIDENTAL BODILY INJURY means an injury occurring as a result of an accident, either directly or indirectly, along with all other related conditions, sustained by You while insured under the policy.

ACTIVE WORK and ACTIVELY AT WORK mean the use of time and energy in the services of the Group Policyholder at the regular place of business by You while You are physically and mentally capable of performing each of the material and substantial duties of Your regular job at least the minimum number of hours listed in the Eligibility Section. This includes time off for vacation, jury duty and funeral leave, where You otherwise could have been Actively at Work. This does not include time off as a result of an injury, Accidental Bodily Injury, Sickness, strike or lock-out.

CHILD – See definition of Dependent, Section 20.

CONTRIBUTORY INSURANCE means insurance for which You pay part or all of the premium.

DATE OF DISABILITY means the first day You are not Actively at Work due to an Accidental Bodily Injury or Sickness that causes a Total Disability.

DEPENDENT see Dependent Insurance, Section 20.

ELIMINATION PERIOD means a period of consecutive days beginning on Your Date of Disability.

EMPLOYER see GROUP POLICYHOLDER. Any references to Employer shall include Insured Units.

EVIDENCE OF INSURABILITY means a signed statement of proof acceptable to AUL of Your or Your Dependent's medical history provided at no expense to AUL, and, if requested by AUL, medical records, tests, and/or examinations at no expense to AUL. Satisfactory Evidence of Insurability must include information and documentation which can be used by AUL to determine if the individual is an acceptable underwriting risk and can be approved for coverage under AUL's guidelines.

SECTION 2-DEFINITIONS

GROUP POLICYHOLDER means the State of Indiana and political subdivisions thereof insured under this policy as shown on the Title Page. Any references to Group Policyholder used in this policy shall include insured Indiana state governmental agencies.

PERSONAL INSURANCE means the insurance provided under the policy for You.

POLICY MONTH means that period of time beginning on the first day that the Group Policyholder's coverage is in force and ending on the day before that date of the next month.

SICKNESS means illness, bodily disorder or disease, pregnancy, and any condition classified as a mental disorder in *International Classification of Diseases, Clinical Modification*, published by Med-Index.

TEMPORARY LAY-OFF means a period of time shown in Continuation of Insurance, Section 7, during which You are not Actively at Work and are not terminated from employment with the Group Policyholder.

WAITING PERIOD means the amount of continuous, Active Work to be performed by You, while in an eligible class, to become eligible for Personal Insurance. The Waiting Period is stated on the Schedule of Benefits.

WE, OUR, US, and AUL mean American United Life Insurance Company®.

YOU and YOUR means an Employee who meets the requirements of the Eligibility and Individual Effective Date Sections. PERSON, when used, has the same meaning as YOU and YOUR.

SECTION 3-ELIGIBILITY

DEFINITIONS

EMPLOYEE means an individual: who is a full time-permanent employee of the Group Policyholder, except state police department troopers.

For purposes of the policy, "full-time, permanent employee means a Person:

1) whose employment with the Group Policyholder constitutes his principal occupation and who regularly works at that occupation at least 37 ½ hours per week;
2) who is an elected, re-elected or appointed state legislator, judge or officer of state; or
3) whose employment with the Senate or House of Representatives constitutes his principal occupation and who regularly works at that occupation full-time, as "full time" is determined by the President Pro Tempore or Speaker of the House.

WAITING PERIOD means the amount of continuous, Active Work to be performed by You, while in an eligible class, to become eligible for Personal Insurance. The Waiting Period is stated on the Schedule of Benefits.

You, other than an elected, re-elected or appointed state legislator, judge, or officer of state becomes eligible for Personal Insurance on:

1) the effective date of the policy if You are a full-time, permanent employee on or prior to that date; or
2) the date of employment if employed after the effective date of the policy.

An elected, re-elected or appointed state legislator, judge or officer of state becomes eligible for Personal Insurance on:

1) the effective date of the policy if the state legislator, judge or officer of state is serving as such on or prior to that date; or
2) the date the state legislator, judge or officer of state is elected, re-elected or appointed if after the effective date of the policy.

After the effective date of this policy and while the policy is in force, an Actively at Work Employee becomes eligible for Personal Insurance on the date following fulfillment of the Waiting Period, if any.

TO REMAIN ELIGIBLE FOR PERSONAL INSURANCE AND DEPENDENT INSURANCE, IF ANY, PERSONS MUST CONTINUOUSLY MEET THE ABOVE REQUIREMENTS.

SECTION 4-INDIVIDUAL EFFECTIVE DATE
CONTRIBUTORY INSURANCE

Refer to Your Schedule of Benefits to determine to which coverage and class(es) this page applies. When applicable, the Schedule of Benefits will indicate employee premium CONTRIBUTIONS are required.

The eligible Employee, prior to receiving coverage under this policy, must make written application on a form approved by AUL and must contribute the required premium amount to AUL on a timely basis. The effective date of insurance for an eligible Employee, subject to the further provisions of this Section, is:

1) four (4) days following the date the first life insurance payroll deduction is made from Your salary; or
2) the first day of the calendar month following the date the first life insurance payroll deduction is made from Your salary for those agencies that are billed directly by AUL.

For all Persons except elected or re-elected state legislators, or Persons employed with quasi agencies billed directly by AUL: If request is made after the Monday following the pay period of hire, Evidence of Insurability, satisfactory and without expense to AUL, is required. The effective date of insurance shall be a date named by AUL following AUL's written approval.

For elected or re-elected state legislators: If request is made later than January 31 following the date of the November election, Evidence of Insurability, satisfactory and without expense to AUL, is required. The effective date of insurance shall be a date named by AUL following AUL's written approval.

For all Persons employed with quasi agencies billed directly by AUL: If request is made more than 31 days after the date the Person becomes eligible, Evidence of Insurability, satisfactory and without expense to AUL, is required. The effective date of insurance shall be a date named by AUL following AUL's written approval.

For appointed State Legislator, Judge or Officer of the State: If request is made more than 31 days after the date the Person becomes eligible, Evidence of Insurability, satisfactory and without expense to AUL, is required. The effective date of insurance shall be a date named by AUL following AUL's written approval.

Any eligible Employee who converted insurance under this policy to an individual policy which remains in force is required, as a condition of becoming insured again under this policy, to: (1) submit Evidence of Insurability, satisfactory and without expense to AUL; or (2) terminate the individual policy. The effective date of insurance shall be a date named by AUL.

After January 1, 2010, if an Employee is not Actively at Work on the date insurance would otherwise become effective, the effective date is the date the eligible Employee returns to Active Work.

When an Employee has met the requirements of the Eligibility Section and this Section of the policy, that Employee becomes a Person with Personal Insurance.

SECTION 6-CHANGES IN INSURANCE COVERAGE

The amount of insurance for which You are eligible is shown in the Schedule of Benefits.

Any change in the amount of insurance takes effect:

1) Four (4) days following the date the first life insurance payroll deduction is made from Your salary; or
2) The first day of the calendar month following the date the first life insurance payroll deduction is made from Your salary for those agencies that are billed directly by AUL; or
3) The date determined by AUL when Evidence of Insurability is required.

If You are not Actively at Work on the approved change date, any change in the amount of insurance takes effect as indicated above, after You return to Active Work.

If You are not Actively at Work as a result of a disability leave of absence, any change in the amount of insurance takes effect as indicated above after You return to Active Work.

SECTION 6A-SECTION 125 PLAN AND ITS EFFECT ON ADDING OR TERMINATING COVERAGE

Adding or terminating coverage of a Person at any time may be limited if You have elected to participate in the Section 125 Plan. A Person enrolled in the Section 125 Plan who has used a portion of his elective contributions to apply to this coverage cannot add or terminate coverage under this policy until the next policy year begins except in the following cases:

1) significant cost increases or significant changes to the type or amount of coverage made available under the benefit options listed in the Section 125 Plan;
2) marriage;
3) divorce;
4) death of a spouse or child;
5) birth or adoption of a child;
6) termination or commencement of a spouse's employment;
7) switching from part-time to full-time employment or vice versa by You or Your spouse;
8) taking an unpaid leave of absence by You or Your spouse;
9) You have submitted satisfactory Evidence of Insurability at no expense to AUL and AUL has approved the change in writing.

SECTION 7-CONTINUATION OF INSURANCE

DEFINITIONS

ACTIVE WORK and ACTIVELY AT WORK mean the use of time and energy in the services of the Group Policyholder at the regular place of business by You while you are physically and mentally capable of performing each of the material and substantial duties of Your regular job at least the minimum number of hours listed in the Eligibility Section the policy. This includes time off for vacation, jury duty and funeral leave, where You otherwise could have been Actively at Work. This does not include time off as a result of an injury or sickness, strike or lock-out.

CONTINUATION OF INSURANCE

While the policy is in force, if You have ceased Active Work due to:

1) Temporary Lay-off, Personal Insurance may be continued until the **earlier** of the following:

   a) the 90th day following cessation of Active Work, or
   b) the date premium payments are discontinued, or
   c) the date You return to Active Work; or

2) Unpaid leave of absence, Personal Insurance may be continued until the **earlier** of the following:

   a) the day following cessation of Active Work for 90 days, or
   b) the date premium payments are discontinued, or
   c) the date You return to Active Work; or

3) An Employer-approved leave of absence, Personal Insurance may be continued until the **earlier** of the following:

   a) the 90th day following cessation of Active Work, or
   b) the date premium payments are discontinued, or
   c) the date You return to Active Work; or

4) Participation in the Employer's minimum benefit disability program, Personal Insurance may be continued until the **earlier** of the following:

   a) the date You cease to be eligible for the Employer's minimum benefit disability program;
   b) the date premium payments are discontinued, or
   c) the date You return to Active Work; or

5) A workers compensation leave of absence, Personal Insurance may be continued until the **earlier** of the following:

   a) the date You cease to be eligible for workers compensation leave of absence, or
   b) the date premium payments are discontinued, or
   c) the date You return to Active Work.

If the Group Policyholder has approved more than one type of leave of absence during any one period, AUL will consider such leaves to be concurrent for the purpose of determining how long Your coverage may continue under this policy.

If You have not returned to Active Work, Personal Insurance terminates at the end of Continuation of Insurance. At the end of Continuation of Insurance, You may qualify, if eligible, to convert to an individual policy in accordance with Section 10.

SECTION 9-INDIVIDUAL TERMINATIONS

Personal Insurance terminates on the earliest of the following dates:

1) the date the policy is terminated;
2) the end of the period for which correct premiums have been paid following:
   a) the withdrawal of deduction authorization for Personal Insurance; or
   b) the date You cease to be eligible; or
   c) the date premiums are due, payable and unpaid, except as a result of clerical or inadvertent error; or
3) if You are a State Legislator, December 31 of the year Your term of office expires and are not re-elected.

SECTION 10-LIFE INSURANCE TRANSFER OF COVERAGE AND CONVERSION PRIVILEGE

You may elect either the Transfer of Coverage or the Conversion Privilege at the time of termination of employment or expiration of Continuation of Insurance as set forth in Section 7-Continuation of Insurance, subject to further provisions of this section.

TRANSFER OF COVERAGE PRIVILEGE

If Your coverage terminates due to termination of employment and You are under age 70, You may transfer to another group policy specified by AUL any Personal Insurance in force under the policy without interruption. To transfer coverage, You must submit written notice to AUL which includes the following information:
1) the date coverage has terminated;
2) Your name and age;
3) Your current billing address;
4) the request to transfer coverage under this provision; and
5) the amount and type of coverage to be transferred.

The transfer of coverage to another group policy as specified by AUL will be subject to receipt by AUL of the election form, including the information listed above, and the required premium within 31 days of the date of termination of insurance under the policy. AUL may charge an administration fee per billing.

Payment of the required premium must be made directly to AUL by You. Failure to pay such premium will terminate the insurance under the group policy at the end of the period for which the premium has been paid.

The amount and types of coverage under this provision may be changed by You on or after the Transfer of Coverage election, subject to written approval of AUL.

AUL reserves the right to terminate the group policy under which this Transfer of Coverage Privilege is available by giving at least 31 days prior written notice to the group policyholder and the Insured.

THE TRANSFER OF COVERAGE PRIVILEGE DOES NOT APPLY TO DEPENDENT LIFE INSURANCE.

CONVERSION PRIVILEGE

If Your Life Insurance or a portion of it ceases due to:
1) termination of employment;
2) ineligibility for insurance coverage as set forth in Section 3-Eligibility; or
3) expiration of Continuation of Insurance as set forth in Section 7-Continuation of Insurance,

You are entitled to a conversion policy without submission of Evidence of Insurability. The amount of such conversion policy, at Your option, shall be equal to or less than the amount of Personal Life Insurance which has ceased.

If Your Life Insurance or a portion of it ceases due to:
1) termination of the policy; or
2) termination of the class of insurance under which You are covered,

You are entitled to a conversion policy without submission of Evidence of Insurability if Your Personal Insurance has been in force with AUL for five (5) continuous years. The amount of the conversion policy shall not exceed the smaller of:
1) the coverage terminated minus any new group coverage for which You become eligible within 31 days; or
2) $10,000.

SECTION 10-LIFE INSURANCE TRANSFER OF COVERAGE AND CONVERSION PRIVILEGE

In the event that Your employment and the policy terminate at the same time, You will be entitled to convert Your coverage no matter how long Your coverage has been in force.

The conversion policy is subject to the following:

1) Written application must be made and the first premium paid within 31 days after the date of termination. An additional 15 days is allowed if termination of insurance is due to termination of employment.
2) Any plan of insurance other than term insurance currently offered by AUL may be selected. Disability or supplemental benefits may not be included.
3) The premium will be based on Your age on the effective date of the conversion policy, the class of risk to which You belong and the premium rate in effect on the date of conversion.
4) The conversion policy takes effect at the end of the 31 day application period and is in lieu of all benefits under this group policy, unless You remain insured under this group policy as a member of a different class.

If death occurs during the 31 day application period, AUL will pay the maximum amount available for conversion whether or not the application has been made or the premium paid. After the 31 day application period, no application will be accepted unless You prove that it was not possible for You to apply in a timely fashion.

IN NO EVENT WILL A DEATH BENEFIT BE PAYABLE UNDER BOTH THE CONVERSION SECTION AND WAIVER OF PREMIUM FOR TOTAL DISABILITY SECTION, IF ANY, OF THIS POLICY. ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS, IF ANY, ARE NOT PAYABLE BEYOND THE DATE SET FORTH IN SECTION 9, INDIVIDUAL TERMINATIONS.

SECTION 13-ACCELERATED LIFE BENEFIT

This Section applies to Supplemental Life Insurance.

DEFINITION

TERMINAL CONDITION means an injury or sickness that, despite appropriate medical care, is reasonably expected to result in Your death within 12 months from the date of payment of the Accelerated Life Benefit, as determined by AUL. AUL may require that You be examined at AUL's expense by AUL's choice of physician.

BENEFIT

If You, while under age 65, are diagnosed with a Terminal Condition while covered under this provision, You may request payment of the Accelerated Life Benefit. The available amount of Accelerated Life Benefit is shown in the Schedule of Benefits. Benefits will be paid in one lump sum to You.

CONDITIONS

To be eligible to request payment of the Accelerated Life Benefit:

1) You must have Personal Insurance;
2) You must be diagnosed with a Terminal Condition while covered under this provision and must be less than age 65;
3) AUL will require, in a community property state, the spouse's written consent before the Accelerated Life Benefit is paid; and
4) You can receive an Accelerated Life Benefit only once.

PROOF REQUIRED FOR THE ACCELERATED BENEFIT

Proof is a completed claim form and any other information AUL requires in order to determine liability. AUL may require that You be examined at AUL's expense by AUL's choice of physician.

SECTION 13-ACCELERATED LIFE BENEFIT

EFFECT OF PAYMENT OF ACCELERATED LIFE BENEFIT

After payment of an Accelerated Life Benefit, Your Life Insurance payable at death to Your Beneficiary equals:

1) the amount of Your Life Insurance as if an Accelerated Life Benefit payment had not been made, minus
2) the Accelerated Life Benefit payment, minus
3) the interest charge.

The interest charge equals the Accelerated Life Benefit amount times the number of days from the date of payment to Your date of death, divided by 365, times the interest rate. The interest rate will be based on the current 90-day treasury bill rate at the time of the payment of the Accelerated Life Benefit.

Personal Insurance premiums continue to be due and payable on the original Personal Insurance amount.

The following information is used for illustrative purposes only:

Example: Life insurance in force = $100,000*
Date of receipt of proof of terminal condition = 10/31/94
Date of payment of Accelerated Life Benefit = 11/1/94
Date of death = 2/15/95
Interest rate** = 3.5%

1. Amount of Accelerated Life Benefit = .50 x $100,000 = $50,000
2. Interest Charge = $50,000 x (106 days / 365 days) x .035 = $508.22
3. Death Benefit Payable = $100,000 - $50,000 - $508.22 = $49,491.78

*Your Life Insurance amount is shown on the Schedule of Benefits in Your insurance certificate.
**The interest rate is equal to the 90 day treasury bill rate on the date of the Accelerated Life Benefit payment.

LIMITATIONS

An Accelerated Life Benefit will not be paid if:

1) You have named an irrevocable Beneficiary or made an assignment of Your Life Insurance benefits;
2) all or a portion of Your Life Insurance benefits are to be paid to a former spouse or trustee as part of a divorce decree or property settlement, or child support order;
3) Your Life Insurance terminates; or
4) the policy terminates.

NOTE: The payment of the Accelerated Life Benefit may be taxable. Please seek the advice of a personal tax advisor.

SECTION 14-SUICIDE LIMITATION

This Section applies to Supplemental Life Insurance. If applicable, the Schedule of Benefits will display SUICIDE LIMITATION: This policy contains a Suicide Limitation. Refer to the Schedule of Benefits to determine applicable class(es).

LIMITATION: If You commit suicide, while sane or insane,

(1) within two (2) years from the effective date of Personal Insurance with AUL, the amount of benefits payable will be limited to the premiums paid under AUL's policy for You; or
(2) two (2) or more years after the effective date of Personal Insurance with AUL, but within (2) years of the effective date of an increase in the amount of coverage, the amount of benefits payable will be limited to the coverage in effect under AUL's policy prior to the effective date of the increase, if any, plus the premiums paid for the increased coverage.

SECTION 15-PAYMENT OF DEATH BENEFITS

If You die while insured under the policy, AUL will pay the benefits due to the Beneficiary:

1) upon timely receipt of acceptable proof of death; and
2) subject to all other provisions of the policy and to Your instructions.

The following Sections describe the manner in which death benefits are paid.

SECTION 16-NAMING OF BENEFICIARY

BENEFICIARY means the individual, individuals or entity named by You to receive Your death benefit.

AUL will pay the death benefit according to Your designation of Beneficiary.

When You apply for coverage You may designate on an AUL-approved form:

1) one or more Beneficiaries;
2) indicate the order of payment to the Beneficiaries; and
3) indicate distribution of the proceeds among Beneficiaries.

If more than one Beneficiary is listed and no order of payment is given, then all Beneficiaries will share equally. If more than one Beneficiary is listed within the same order of payment and no distribution share is indicated, then all Beneficiaries will share equally.

If the policy replaces insurance coverage of another carrier, AUL may, upon request of the Group Policyholder, recognize Beneficiary designations in effect under the prior coverage as effective until a new designation is made with AUL.

CHANGING A BENEFICIARY

You may change a Beneficiary at any time by written request. The request must be signed, dated and filed through the Group Policyholder.

AUL will make the change effective as of the date the form was signed even if You are not alive when AUL receives it. However, AUL is not liable if benefits are paid to the previous Beneficiary before AUL receives the form. If You apply for an individual policy under the Conversion Section and name a new Beneficiary, AUL will treat the application as a Beneficiary change when determining payment.

AUL reserves the right to require that any Beneficiary designation be acceptable to it.

SECTION 17-THE DEATH CLAIM

If You die while insured under the policy, proof of death should be furnished as soon as possible. The claim must be submitted within three (3) years of the date of death. The claim may still be considered if it can be shown that timely submission of the claim was not possible.

Proof of death must include:

1) a certified death certificate; and
2) a completed claim form.

AUL, at its option, may also require:

1) return of Your insurance certificate; or
2) submission of pertinent medical records, including an autopsy report; or
3) police reports.

If the cause of death cannot be clearly established by other means, AUL reserves the right to have an autopsy performed. The autopsy will be performed:

1) at AUL's expense; and
2) by a physician of AUL's choice.

If the policy is no longer in force, proof furnished more than two (2) years from the date of loss must also include:

1) proof of employment at death; and
2) proof of coverage under the policy at death.

SECTION 18-DETERMINATION OF BENEFICIARY

Once acceptable proof of death is received, AUL will determine the Beneficiaries or payees in the following order:

1) Beneficiaries who outlive You. If more than one Beneficiary is designated and no order of preference is given, then all Beneficiaries will share equally. If more than one Beneficiary is listed within the same order of payment and no distributive share is indicated, then all Beneficiaries will share equally;
2) If no named Beneficiaries outlive You or none were named, then at AUL's option, the closest surviving relative. Relatives will be considered in descending order of preference as follows:

    a) spouse;
    b) child(ren);
    c) parent(s); or
    d) brother(s) and sister(s); or

3) Your estate. However, the closest surviving relative under applicable intestate succession laws may be paid using a small estate affidavit when permitted under applicable law.

AUL may, at its option, pay the proceeds in an amount up to Two Thousand Dollars ($2,000) to any individual appearing to AUL to be equitably entitled to payment by reason of having incurred funeral or other expenses incident to the last illness or death of You.

In the event that You and Your Dependents should die simultaneously or if there is no clear evidence as to which parties died first, it shall be presumed that the Dependents shall have predeceased You.

If any Beneficiary dies within fifteen (15) days after the date You died, the amount that would have been paid to the Beneficiary will be treated as though that Beneficiary had died before You. This does not apply to any payment that is made to such Beneficiary during the fifteen (15) days following Your death. Any payment made in good faith shall fully discharge AUL to the extent of such payment.

SECTION 19-SELECTION OF PAYMENT METHOD

The proceeds will be paid in a lump sum unless another payment method is selected or changed by giving written notice to AUL prior to Your death. If no payment method is in effect at death, the payee may select a payment method. For information concerning payment method options, You or the payee should contact AUL.

Any person who becomes entitled to receive any portion of the proceeds under this policy shall be entitled to receive payment of interest if any payment is not received by such person within thirty (30) days after the event giving rise to the obligation and after all requested information is received by AUL. Interest payable shall be calculated at an annual rate after all requested information is received by AUL. The rate of interest payable shall be the lessor of 3% or that rate, as determined from time to time by AUL, applicable to proceeds of life insurance left on deposit with AUL and subject to withdrawal on demand.

SECTION 20-DEPENDENT INSURANCE

DEFINITIONS

DEPENDENT means:

1) Your legal spouse.
2) Your child, step-child, foster child, or adopted child of You or Your spouse, or any other child for whom You or Your spouse has been appointed legal guardian or awarded legal custody by a court. Your Dependent shall remain eligible until the earliest of the following dates:
   a) the date of marriage;
   b) termination of the stepchild, foster-child, guardianship, or custody arrangement; or
   c) the day the child attains age 26.

   Notwithstanding the preceding sentence, former step-children, former foster children, children previously subject to Your or Your spouse's guardianship or legal custody and married children continue to be eligible to age 26, if the child is legitimately covered by Your State employee group medical insurance.
3) Your unmarried child who is incapable of self-sustaining employment as a result of mental or physical disability and is chiefly dependent upon You for support and maintenance. The child must have been incapacitated prior to age 19. Extension of coverage is subject to AUL's receiving written proof of the incapacity not later than 120 days after the maximum age is attained. Your unmarried child, who attained age 19 and who met the disability criteria specified above, while covered under an eligible Health Care Policy, is also eligible to enroll for Dependent Life Insurance if proof of disability and coverage under an eligible Health Care Policy is submitted to AUL. A break in coverage under the eligible Health Care Policy cannot be for more than 63 days immediately prior to enrollment for the Dependent Life Insurance under the policy. Coverage for such child will continue until You discontinue Your coverage or the disability no longer exists. Proof of continued incapacity shall be required not more than once each year thereafter.

DEPENDENT INSURANCE means the insurance provided under this policy covering a Dependent of You. Dependent Insurance will not become effective for a Dependent unless You are insured for Personal Insurance. In the case of a newborn Dependent child, the child is eligible from the moment of live birth.

If You have at least one Dependent insured under the policy, insurance for any new Dependant becomes effective on the date that Dependent is acquired; provided that an application is submitted within 30 days of the event.

SECTION 20-DEPENDENT INSURANCE

ELIGIBILITY

An individual who is a Dependent of You on the effective date of this policy becomes eligible for Dependent Insurance on the later of the following dates:

1) the effective date of this policy;
2) the date You become eligible for Personal Insurance; or
3) the effective date of this Section.

In the case of a newborn Dependent child, the child is eligible from the moment of live birth.

An individual who becomes a Dependent of You after the effective date of this Section of this policy becomes eligible for Dependent Insurance on the later of the following dates:

1) the date You become eligible for Personal Insurance; or
2) the date the individual becomes a Dependent of You.

SECTION 20-DEPENDENT INSURANCE

Refer to the Dependent Schedule of Benefits to determine to which coverage and class(es) this page applies. When applicable, the Dependent Schedule of Benefits will indicate employee premium CONTRIBUTIONS are required.
INDIVIDUAL EFFECTIVE DATE--CONTRIBUTORY INSURANCE

You, as a condition of insuring Your Dependent(s), prior to receiving coverage under this policy must make written application on a form approved by AUL and must contribute the required amount of premium to AUL on a timely basis. The effective date of Dependent Insurance for each Dependent, subject to the further provisions of this Section, is:

1) four (4) days following the date the first payroll deduction for Dependents Insurance is made from Your salary; or
2) the first day of the calendar month following the date the first payroll deduction for Dependent Insurance is made from Your salary for those agencies that are billed directly by AUL; or
3) the date determined by AUL when Evidence of Insurability is required.

If a request is made more than 31 days after the date the Dependent becomes eligible, evidence of insurability satisfactory and without expense to AUL is required.

If You have at least one Dependent insured under this policy, insurance amounts for any newly acquired Dependent becomes effective on the date that Dependent is acquired; provided that an application is submitted within 30 days of the event. Any Dependent who converted insurance under this policy to an individual policy which remains in force, as a condition of becoming insured again under this policy, is required to submit evidence of insurability satisfactory and without expense to AUL. The effective date of insurance will be a date named by AUL.

Contributions for Dependent Insurance are required from You.

After 1/1/2010, if a Dependent, other than a newborn child, is confined in a hospital, convalescent care facility or nursing home on the date Dependent Insurance would otherwise become effective for that Dependent, the effective date for that Dependent is the date following the Dependent's final discharge from the hospital, convalescent care facility or nursing home and the resumption of the usual and customary duties or activities of an individual in good health and of the same age and sex. For the purposes of this policy, a Dependent will not cease to be confined if one confinement is followed by another confinement, within 72 hours, for the same or a related injury or sickness.

Also see Continuity of Coverage, Section 5, if included in this policy.

Dependent Insurance will not become effective for a Dependent unless You are insured for Personal Insurance.

SECTION 20-DEPENDENT INSURANCE

CHANGES IN INSURANCE COVERAGE

The amount of insurance for which a Dependent is eligible is shown in the Schedule of Benefits.

If You, after 1/1/06 are not Actively at Work on the change date, any change in the amount of insurance takes effect:
1) four (4) days following the date the first life insurance payroll deduction is made from Your salary; or
2) the first day of the calendar month following the date the first life insurance payroll deduction is made from Your salary for those agencies that are billed directly by AUL; or
3) the date determined by AUL when Evidence of Insurability is required.

INDIVIDUAL TERMINATIONS

A Dependent's insurance terminates on the earliest of the following dates:

1) the date this policy or this Section is terminated;
2) the end of the period for which correct premiums have been paid following:
   a) the withdrawal of deduction authorization for Personal Insurance or Dependent Insurance; or
   b) the date a Dependent ceases to be eligible; or
   c) the date premiums are due, payable and unpaid, except as a result of clerical or inadvertent error;
   d) Your death; or
   e) Your termination of employment.
3) the end of the pay period in which insufficient premium is paid for an eligible amount of life insurance elected by You.

CONVERSION PRIVILEGE

If a Dependent's Life Insurance terminates due to:

1) termination of Your employment;
2) termination of membership in a class eligible for insurance;
3) Your death or disability;
4) the Dependent Child attaining the limiting age,

the Dependent is entitled to a conversion policy without submission of Evidence of Insurability. The amount of such conversion policy shall be equal to or less than the amount of Dependent Life Insurance which has ceased.

Transfer of Coverage is not available for Dependent Coverage.

If a Dependent's Life Insurance ceases due to:

1) termination of the policy; or
2) termination of the class of insurance under which You or Your Dependent is covered,

the Dependent is entitled to a conversion policy without submission of Evidence of Insurability if Your Dependent Insurance has been in force with AUL for five (5) continuous years. The amount of the conversion policy shall not exceed the smaller of:

1) the amount in force minus any new group coverage for which the Dependent is or becomes eligible within 31 days, or
2) $10,000.

The conversion policy is subject to the following:

1) Written application must be made and the first premium paid within 31 days after the termination of insurance. An additional 15 days is allowed if termination of insurance is due to termination of Your employment.
2) Any plan of insurance other than term insurance currently offered by AUL may be selected. Disability and supplemental benefits may not be included.
3) The premium will be based on the Dependent's age on the effective date of the conversion policy, the class of risk to which he belongs, and the premium rate in effect on the date of conversion.
4) The conversion policy takes effect at the end of the 31 day application period and is in lieu of all benefits under this group policy, unless the Dependent remains insured under this group policy as a member of a different class.

CONVERSION PRIVILEGE (continued)

If death occurs during the 31 day application period, AUL will pay the maximum amount available for conversion whether or not the application has been made or the premium paid. After the 31 day application period, no application will be accepted unless You or Your Dependent proves that it was not possible for him to apply in a timely fashion.

IN NO EVENT WILL A DEATH BENEFIT BE PAYABLE UNDER BOTH THE CONVERSION SECTION AND WAIVER OF PREMIUM SECTION, IF ANY, OF THIS POLICY. DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS, IF ANY, ARE NOT PAYABLE BEYOND THE DATE SET FORTH IN THE INDIVIDUAL TERMINATIONS PROVISION OF THIS SECTION.

SECTION 20-DEPENDENT LIFE

This Provision applies to Dependent Life Insurance

SUICIDE LIMITATION

LIMITATION: If the Dependent commits suicide, while sane or insane:

1) within two (2) years from the effective date of Dependent Life Insurance, the benefits payable will be limited to the premiums paid for the Dependent Life coverage; or
2) two (2) or more years after the effective date of the Dependent's Life Insurance, but within two (2) years of the effective date of an increase in the amount of the Dependent's Life coverage, the benefits payable will be limited to the Dependent's Life coverage in effect prior to the effective date of the increase in the Dependent's Life Insurance, if any, plus the premiums paid for the increased Dependent Life coverage.

SECTION 20-DEPENDENT INSURANCE

PAYMENT OF DEATH BENEFITS

Upon the death of an insured Dependent, benefits will be paid in the same manner as in Section 15. Benefits will be paid in a lump sum:

1) to You; or
2) to Your Beneficiary, if You are not living; or
3) as provided in Section 18.

TERMINATION OF THIS BENEFIT

The Group Policyholder may terminate the insurance provided under this Section in accordance with the provisions contained in the master contract between State of Indiana and AUL.

AUL may terminate the insurance provided under this Section in accordance with the provisions contained in the master contract between State of Indiana and AUL.

AUL WILL STILL BE LIABLE FOR PAYMENT OF VALID CLAIMS INCURRED BEFORE THE TERMINATION DATE.

SECTION 21-GENERAL POLICY PROVISIONS

AMENDMENT and CHANGES: The policy may be amended by mutual agreement between the Group Policyholder and AUL but without prejudice to any valid claim incurred prior to the effective date of the amendment. No change in the policy is valid until approved by the Chief Executive Officer, President or Secretary of AUL. No agent has the authority to change this policy or waive any of its provisions.

ASSIGNMENT: You may make an absolute assignment of all benefits and rights of Your Life Insurance. Your certificate of Life Insurance is assignable to the extent permitted by law except that no collateral assignment is permitted. No assignment is binding unless filed with AUL in a form acceptable to it. AUL assumes no responsibility for the validity or effect of any assignment.

CERTIFICATES: AUL will issue certificates to the Group Policyholder for posting on the intranet. The certificate will summarize the policy and will state:

1) the benefits provided; and
2) to whom the benefits are payable.

If there is any discrepancy between the provisions of any certificate and the provisions of the policy, the provisions of the policy will govern.

CLAIMS OF CREDITORS: The benefits paid under the policy will be exempt from the claims of creditors to the maximum extent permitted by law.

CONFORMITY WITH STATE LAWS: Any provision of the policy in conflict with the laws of the state in which it is delivered is amended to conform to the minimum requirements of those laws.

ENTIRE CONTRACT: The policy, the enrollment forms of the individuals, the application of the Group Policyholder, and any amendments made from time to time constitute the entire contract.

GENDER PRONOUNS: Whenever the male pronoun is used, it shall also mean the female.

INCONTESTABILITY: The validity of any coverage under the policy may not be contested, except for nonpayment of premiums, after the Policy has been in force for two (2) years after its date of issue, and other than a misrepresentation of a material fact, no statement made by the Group Policyholder or You relating to Your insurability may be used in contesting the validity of the insurance with respect to which the statement was made, unless: (1) the insurance has not been in force for a period of two years or longer; or (2) the statement is contained in a written instrument signed by the Group Policyholder or You. However, AUL is not precluded from asserting at any time any defenses based upon provisions in the Policy relating to eligibility for coverage. All statements made by the Group Policyholder or by You are to be deemed representations and not warranties, and that other than a misrepresentation of a material fact no statement made by You may be used in any contest unless a copy of the instrument containing the statement is or has been furnished to You or, in the event of death or incapacity of You, to Your beneficiary or personal representative.

LEGAL ACTION: No legal action may be brought by any individual to obtain benefits under the policy until after arbitration is held and:

1) for at least 60 days after proof of loss has been furnished; or
2) after three (3) years from the time written proof of loss is required to have been furnished to AUL.

MISSTATEMENT OF AGE: If Your or Your Dependent's age has been misstated, the benefits will be payable based on the true facts. Premium adjustment will be made so that AUL will receive the actual premium required based on the true facts. Any adjustment of benefits due to the correction of age will also be made.

SECTION 21-GENERAL POLICY PROVISIONS

ARBITRATION: Any controversy or claim between AUL and an individual arising out of or relating to the policy, the sale or solicitation of the policy, or its breach thereof whether in tort, contract, breach of duty (including but not limited to) any alleged fiduciary, good faith and fair dealing duties, shall be decided by arbitration in accordance with the Indiana Uniform Arbitration Act, the procedures of the Indiana Supreme Court Rules for Alternative Dispute Resolution, and this agreement. The Court of Arbitrators, which is to be held in the county seat where the insured resides, shall consist of three (3) qualified arbitrators familiar with employee welfare benefit plans. The selection of the arbitrators shall be conducted within thirty (30) days after proper service of a demand for arbitration. One of the arbitrators shall be appointed by AUL, one by the insured, and the third shall be selected by the first two appointees prior to the beginning of arbitration. Should the two arbitrators be unable to agree upon the choice of a third, the appointment shall be left to the President or any Vice President of the American Arbitration Association. The arbitrators shall decide by a majority of votes, the award shall be in writing, the decision shall be signed by a majority of the arbitrators, and they shall include a statement regarding the reasons for the disposition of any claim. Judgment on the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The parties are not precluded from challenging the decision under the Indiana Uniform Arbitration Act or applicable law. The expenses of the arbitrators and of the arbitration shall be paid by AUL. The parties agree that AUL is engaged in interstate commerce, and the transaction is governed by the Indiana Uniform Arbitration Act, Ind. Code § 34-57-2.

Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of documents relevant to the issues raised by any claim or counterclaim on which the producing party may rely in support of or in opposition to any claim or defense. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator(s), which determination shall be conclusive. All discovery shall be completed within sixty (60) days following the appointment of the arbitrator(s) or longer following mutual agreement by the parties.

GRACE PERIOD: You are entitled to a grace period of thirty-one (31) days for the payment of any premium due except the first, during which grace period the death benefit coverage shall continue in force, unless You have given AUL written notice of discontinuance in advance of the date of discontinuance and in accordance with the terms of the policy. You are liable to AUL for the payment of a pro rata premium for the time the coverage was in force during the grace period.

NOTICE TO POLICYHOLDERS

Questions regarding your policy or coverage should be directed to:

American United Life Insurance Company®
One American Square
PO Box 368
Indianapolis, IN 46206-0368
www.employeebenefits.aul.com
(800) 673-3216
GroupContactCenter@oneamerica.com

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or e-mail:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at www.in.gov/idoi.