

UNICARE Life & Health Insurance Company
(herein called UNICARE)

In consideration of the Plan Sponsor's application and payment of the first premium, UNICARE agrees to

A handwritten signature in black ink, appearing to read "R. Schmitt-Hansen", is written over a horizontal line. The signature is somewhat stylized and cursive.

ASSOCIATED EMPLOYERS

An employer may be included as an Associated Employer if the Plan Sponsor and UNICARE so agree.

An employee of an Associated Employer will be deemed to be an employee of the Plan Sponsor for insurance purposes.

All actions, agreements and notices between UNICARE and the Plan Sponsor will be binding on all Associated Employers.

All the terms and conditions of this Group Policy will apply to an Associated Employer as of the date that employer is added to this Policy.

UNICARE will keep a list of accepted Associated Employers and the effective dates of coverage for each.

LIST OF ASSOCIATED EMPLOYERS

Averett University
Bluefield University
Bridgewater College
Emory & Henry College
Ferrum College
Hampden-Sydney Coll

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ELIGIBILITY

Eligible Classes

The following classes of qualified employees are eligible for insurance:

- All eligible Full-time employees working 30 or more hours per week
- All eligible Part-time employees working 29 or fewer hours per week
- All Pre-65 retirees

Additional Eligibility and Effective Date provisions applicable to these Eligible Classes are shown elsewhere in this Group Policy.

Eligibility Waiting Period

The Waiting Period is a length of time each qualified employee must complete before becoming eligible for insurance.

For qualified employees who are working for the Plan Sponsor on the Policy Effective Date, there is no Waiting Period.

For qualified employees who begin working for the Plan Sponsor after the Policy Effective Date, the Waiting Period is met on the first day of the month coinciding with or next following date of hire.

Contributions

This Group Policy provides for:

- Personal Coverage on a non-contributory and contributory basis.
- Dependent Coverage on a contributory basis.

ELIGIBILITY

PREMIUMS

Initial Monthly Premiums

PREMIUMS (Continued)

Premium Payments

Premium payments are payable in advance of each premium due date. The first due date is the effective date of this Group Policy. The due date for subsequent premiums is the first day of each succeeding policy month. On any due date, UNICARE may, at the Plan Sponsor's written request, agree to change the frequency of premium due dates. This premium frequency may be annual, semi-annual, or monthly.

Any premium due will not be deemed paid unless the total premium for all insurance in force under this Group Policy on the due date has been paid.

Subject to this Group Policy's Grace Period provision, the payment of premium due will not maintain insurance in force beyond the day prior to the next due date. Payment of premiums for a period before it is due will not guarantee the insurance for that period.

All premiums are due and payable at UNICARE's Home Office or to its authorized agent in exchange for a receipt signed by an officer of UNICARE and countersigned by the agent.

Grace Period

UNICARE will allow the Plan Sponsor a 31 day grace period for the payment of all premiums after the

GENERAL PROVISIONS

Entire Contract

The contract between the parties consists of this Group Policy, the attached Plan Sponsor's application and the applications, if any, of each qualified employee or dependent.

Any statement made by the Plan Sponsor, Associated Employers, and persons insured under this Group Policy will be deemed a representation and not a warranty.

No statement will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary.

GENERAL PROVISIONS (Continued)

Right To Amend

After this Group Policy has been in force for 6 months, UNICARE may change any or all of this Group Policy's provisions by notifying the Plan Sponsor. UNICARE must give the Plan Sponsor at least 31 days advance written notice of any change.

Non-Waiver Of Policy Terms

UNICARE's failure to insist upon compliance with any terms of this Group Policy, at any time or under any circumstance, will not operate to waive or modify these terms.

Incontestability

Except for non-payment of premium, the insurance provided by this Group Policy cannot be contested after such insurance has been in effect for a period of 2 years.

The validity of any person's insurance will not be contested on the basis of his or her statements relating to his or her insurability, unless: (a) such statements are in writing and signed by the person; and (b) the insurance has been in force for a period of less than 2 years during the person's lifetime.

Certificate

UNICARE will give the Plan Sponsor an individual certificate for each insured plan member. The certificate will contain:

- (1) benefit amounts, maximum limits and other scheduled information;
- (2) the benefit plan provisions;
- (3) certain eligibility and effective date of insurance rules;
- (4) certain termination of insurance rules;
- (5) the rights and conditions of conversion;
- (6) exclusions; and
- (7) other provisions pertaining to state insurance law requirements.

No Replacement For Workers' Compensation

This Group Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Time Period

GENERAL PROVISIONS
(Continued)

Consolidated Omnibus Budget Reconciliation Act

This Group Policy may be used, at the Plan Sponsor's option, to provide any continuation of coverage required by the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA). This continuation of coverage, however, will be provided only to the minimum extent as required by COBRA.

UniCare will assume no liability for any damages resulting from the Plan Sponsor's non-compliance with any COBRA regulation.

The Plan Sponsor will hold UniCare harmless and indemnify UniCare from and against any and all taxes, fines, penalties, losses, damages, costs, expenses and attorney fees incurred by UniCare, except to the extent prohibited by law.

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions, you may contact the insurance company issuing this insurance at the following address and telephone number:

UniCare Life & Health Insurance Company
Grievances and Appeals
233 S Wacker Drive, Suite 3700
Chicago, IL 60606
Phone: 1-888-884-8428

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

Virginia Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218
Toll-free Phone: 1-877-310-6560
Richmond Metro Area: 1-804-371-9032

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

INCORPORATION PROVISION