

Term Life and AD&D Insurance

Employee Benefit Booklet

CITY OF SEGUIN F025202-0001 Class 1-01

Dearborn Life Insurance Company

Administrative Office: 701 E. 22nd Street Lombard IL 60148

(A stock life insurance company, herein called "We" "Us" or "Our")

Having issued Group Policy No. F025202-0001

(herein called the *Policy*)

to

CITY OF SEGUIN

(herein called the *Policyholder*)

Group Insurance Certificate

CERTIFIES that *You* are insured, provided that *You* qualify under the ELIGIBILITY AND EFFECTIVE DATES provision, become insured and remain insured in accordance with the terms of the *Policy*. *Your* insurance is subject to all the definitions, limitations and conditions of the *Policy*, and it takes effect as stated in the ELIGIBILITY AND EFFECTIVE DATES provision.

This Certificate describes *Your* eligibility for benefits and the terms and provisions of the *Policy*. It replaces and cancels any other Certificate previously issued to *You* under the *Policy*.

If the terms and provisions of the Group Insurance Certificate (issued to *You*) are different from the *Policy* (issued to the *Policyholder*), the *Policy* will govern. *Your* coverage may be canceled or changed in whole or in part under the terms and provisions of the *Policy*.

READ YOUR CERTIFICATE CAREFULLY

Signed for Dearborn Life Insurance Company

Secretary

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President

Mikael M. Watwes.

Death Benefits will be reduced if an accelerated death benefit is paid.

DISCLOSURE: The Accelerated Death Benefit offered under this Policy is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the Accelerated Death Benefit qualifies for such favorable tax treatment, the benefits will be excluded from the insured Employee's income and not subject to federal taxation. Tax laws relating to Accelerated Death Benefits are complex. The insured Employee is advised to consult with a qualified tax advisor about circumstances under which he or she could receive the Accelerated Death Benefit excludable from income under federal law.

Receipt of the Accelerated Death Benefit payment may affect the insured Employee, his or her spouse, or his or her family's eligibility for public assistance such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), Supplementary Social Security Income (SSI), and drug assistance programs. The insured Employee is advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect the insured Employee, his or her spouse, or his or her family's eligibility for public assistance.

Basic Group Term Life Insurance Certificate with Accidental Death & Dismemberment Benefits

Non-Participating

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SCHEDULE OF BENEFITS

POLICYHOLDER: CITY OF SEGUIN
POLICY NUMBER: F025202-0001
EFFECTIVE DATE: January 1, 2020
ANNUAL ENROLLMENT 11/18-11/25

PERIOD:

ELIGIBILITY: Class 01 ALL ACTIVE FULL TIME EMPLOYEES of the Policyholder working in the

United States of America who are Actively at Work for the Policyholder and who have completed the Waiting Period are eligible for the insurance. A full-time *Employee* is one who regularly works a minimum of 30 hours per week for the *Policyholder*. Part-time, seasonal and temporary *Employees* of the *Policyholder* are

not eligible.

Eligibility Waiting Period: Current *Employees:* First of the month following 30 Days of

continuous, full-time active work

New *Employees:* First of the month following 30 Days of

continuous, full-time active work

Policyholder Contribution: Basic Life &AD&D 100% of premium

GROUP TERM LIFE INSURANCE

Employee Basic Life Benefit Amount \$25,000

Reduction of Benefits Basic Group Term Life benefits reduce by 35% at age 65 and further

reduce by 50% of the original amount at age 70. Benefits terminate at

retirement.

Waiver of Premium

Waiver Eligibility Totally Disabled prior to age 60 without interruption from

the last date worked for at least 9 months

Insured Eligibility Employee

Maximum Waiver of Premium Duration Age 65

Accelerated Death Benefit (ADB)

Benefit Amount 50% Basic Term Life Insurance In force

Insured Eligibility Employee

Minimum Covered Life Insurance Amount \$15,000

Maximum ADB Payment \$50,000

Minimum ADB Payment \$7,500

GROUP ACCIDENTAL DEATH & DISMEMBERMENT

Employee Basic AD&D Coverage Amount \$25,000

Reduction of BenefitsBasic Accidental Death and Dismemberment benefits reduce by 35%

at age 65 and further reduce by 50% of the original amount at age 70.

Benefits terminate at retirement.

Seat Belt Benefit 10% of *Employee* Coverage Amount, to a maximum of \$10,000 Air Bag Benefit 10% of *Employee* Coverage Amount to a maximum of \$10,000

Repatriation Benefit Actual costs to a maximum of \$5,000

Education Benefit

Benefit Amount 3% of *Employee* Coverage Amount, to a maximum of \$3,000 per year

Maximum Benefit Duration Benefit payable for a maximum of 4 Years

Eligible Dependents Age live birth to age 19 years (23 if a full-time student)

Day Care Benefit Amount

Benefit Amount 3% of *Employee* Coverage Amount to a maximum of \$3,000 per year

Maximum Benefit Duration 4 Years

ELIGIBILITY AND EFFECTIVE DATE PROVISIONS

Who is eligible for this insurance?

The eligibility for this insurance is as indicated in the Schedule of Benefits.

The *Eligibility Waiting Period* is set forth in the *Schedule of Benefits*.

When does Your Noncontributory insurance become effective?

Noncontributory means the Policyholder pays 100% of the premium for this insurance.

Current Employees

If *You* are an eligible *Employee* on the *Policy* effective date, *Your Noncontributory* coverage under the *Policy* will become effective on the date indicated in the *Schedule of Benefits*, provided *You* are *Actively at Work* on that day.

New Employees

If *You* become an eligible *Employee* after the *Policy* effective date, *Your Noncontributory* coverage under the *Policy* will become effective on the date indicated in the *Schedule of Benefits*, provided *You* are *Actively at Work* on that day.

If *You* waive all or a portion of *Your Noncontributory* coverage and choose to enroll at a later date, *You* are considered a late applicant and must furnish *Evidence of Insurability* satisfactory to *Us* before coverage can become effective. Coverage will become effective on the date *We* determine that the *Evidence of Insurability* is satisfactory and *We* provide written notice of approval.

You must be Actively at Work for coverage under the Policy to become effective. 00003

Evidence of **Insurability** means a statement of **Your** medical history which **We** will use to determine if **You** are approved for coverage. **Evidence** of **Insurability** will be provided at **Your** expense.

What is an Annual Enrollment period?

Unless otherwise specified, *Annual Enrollment Period* means a period of time during which eligible *Employees* may apply for life coverage or request changes to their life benefit plan. The *Annual Enrollment Period* is shown on the *Schedule of Benefits*.

Eligible *Employees* may enroll for coverage, apply for additional coverage, or request changes to their current benefit program(s) only during the *Annual Enrollment*, unless they qualify because of a *Change in Family Status*.

Employees hired after an *Annual Enrollment* period may enroll within 31 days after their eligibility date. If a new *Employee* does not elect coverage within that time period, he must wait for the next *Annual Enrollment* to enroll unless he qualifies because of a *Change in Family Status*.

Initial requests for coverage or requests for changes to existing coverage made during the *Annual Enrollment* period will become effective on the *Policy* anniversary date.

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If You are not Actively at Work, when does coverage become effective?

If You are absent from Active Work on the date Your coverage would otherwise become effective; and Your absence is caused by an Injury, illness or layoff,

Your effective date for any initial coverage or increased coverage will be deferred until the first day *You* return to *Active Work*.

However, *You* will be considered *Actively at Work* on any day that is not *Your* regularly scheduled work day (including but not limited to a weekend, vacation or holiday) if *You* were *Actively at Work* on the immediately preceding scheduled work day and *You* were:

- 1. not *Hospital Confined*; or;
- 2. disabled due to an *Injury* or *Sickness*. 00008

What happens if We are replacing an existing Policy? Is continuity of coverage provided?

If *You* were insured for coverage under the *Prior Policy* on the day immediately preceding *Our Policy*'s Effective Date, and subject to the payment of premiums when due, *We* agree to provide continuity of coverage for *You* if *You* are not *Actively at Work* on *Our Policy* Effective Date. If *Your* coverage is extended under this provision, *You* are not eligible for *Waiver of Premium* benefits under *Our Policy*.

Coverage under this provision will end on the earlier of:

- 1. The date *You* return to *Active Work*, at which time *You* may be covered as an *Actively at Work Insured* under *Our Policy*;
- 2. The last day of the 12th month following *Our Policy* Effective Date;
- 3. The last day You would have been covered under the Prior Policy had the Prior Policy not terminated;
- 4. The date You are approved for Waiver of Premium under the Prior Policy; or
- 5. The date insurance terminates for one of the reasons stated in the Termination Provisions of Our Policy

The amount of coverage provided will be the lesser of

- 1. The amount of coverage *You* had under the *Prior Policy*, or;
- 2. The amount of coverage You are eligible for under Our Policy

Reduced by any amount

- 1. In-force, paid or payable under the Prior Policy, or
- 2. Which would have been payable if timely election had been made under the *Prior Policy*.

Prior Policy means the group term life insurance policy issued to the *Policyholder* whose coverage terminated immediately prior to *Our Policy* Effective Date. 00009-C

Changes to Your coverage

A change in Your coverage may occur if:

- 1. There is a *Policy* change; or
- 2. You enter another class and become eligible for a change in benefits; or

If *You* are eligible for additional coverage due to a *Policy* change, the additional coverage will be effective on the date the *Policy* change is effective, as requested by the *Policyholder* and agreed upon by *Us*.

Additional coverage for reasons other than a Policy change will be effective as indicated in the "When Does Your Non-Contributory insurance become effective?" section, or the later of:

- 1. The date You enroll for the additional coverage; or
- 2. The date You become eligible for the additional coverage, if enrollment is not required; or
- 3. The date We approve Your coverage if Evidence of Insurability is required.

In order for *Your* additional coverage to begin, *You* must be *Actively at Work*.

Eligibility after You Terminate Employment

If *Your* coverage ends due to termination of employment, *You* must meet all the requirements of a new *Employee* if *You* are rehired at a later date.

Exception: If *Your* coverage ends due to termination of employment and *You* return to *Active Work* in an eligible class within 6 months, *We* will not:

1. apply a new Eligibility Waiting Period

If *You* converted all or part of *Your* group life insurance when employment terminated, the individual policy must be surrendered upon return to *Active Work*.

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TERM LIFE INSURANCE BENEFIT

When is a Life Insurance Benefit payable?

We will pay Your beneficiary the amount of life insurance in force as of the date of Your death provided:

- 1. You are insured under the Policy on the date of death, and
- 2. We receive Proof of death.

We will determine the amount of insurance payable based upon the Schedule of Benefits. 00012 TX

Who will receive Your Life Insurance Benefits?

Your beneficiary designation must be made on a form which We provide or on a form accepted by Us. If two or more beneficiaries are named, payment of proceeds will be apportioned equally unless You had specified otherwise. The Policyholder may not be named as beneficiary. Unless You provide otherwise, if a beneficiary dies before You, We will divide that beneficiary's share equally between any remaining named beneficiaries.

If a beneficiary is a minor, or is not able to give a valid release for any payment of benefits made, *We* will not make payment until a claim is made by the person or entity which, by court order, has been granted control of the estate of such beneficiary. This provision does not prevent *Us* from making payment to or for the benefit of a minor beneficiary in accordance with the applicable state law.

Facility of Payment

If no named beneficiary survives You or if You do not name a beneficiary, We will pay the amount of insurance:

- 1. to Your spouse, if living; if not,
- 2. in equal shares to *Your* then living natural or legally adopted children, if any; if none,
- 3. in equal shares to Your father and mother, if living; if not,
- 4. in equal shares to *Your* brothers and/or sisters, if living; if not,
- 5. to *Your* estate.

If any benefits under this provision are to be paid to *Your* estate, *We* may pay an amount not greater than \$250 to any person *We* consider equitably entitled by reason of having incurred funeral or other expenses incident to *Your* death. Any and all payments made by *Us* shall fully discharge *Us* in the amount of such payment.

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May You change Your beneficiary?

You may change Your beneficiary at any time by completing a form provided or accepted by Us, and sending it to the Policyholder. Your written request for change of beneficiary will not be effective until it is recorded by the Policyholder. After it has been so recorded, it will take effect on the later of the date You signed the change request form or the date You specifically requested. If You die before the change has been recorded, We will not alter any payment that We have already made. Any prior payment shall fully discharge Us from further liability in that amount.

If *You* are approved for continued life coverage under the Waiver of Premium, *You* may be asked to name a beneficiary. A beneficiary designation made in connection with Waiver of Premium, if different from the designation on *Your* enrollment form, shall constitute a change of beneficiary under the *Policy*. Such change of beneficiary only applies while *You* qualify for continued coverage under the Waiver of Premium provision.

If continuation of life insurance under the Waiver of Premium provision ceases, and *You* are employed by the *Policyholder*, *You* must make a new beneficiary designation. If *You* do not name a new beneficiary, *We* will pay death benefits in accordance with the Facility of Payment provision.

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CONVERSION OF LIFE INSURANCE

How much Life Insurance may You convert if eligibility terminates?

You may convert to an individual policy of life insurance if Your life insurance, or a portion of it, ceases because:

- 1. You are no longer employed by the Policyholder; or
- 2. You are no longer in a class which is eligible for life insurance.

In either of these situations, *You* may convert all or any portion of *Your* life insurance which was in force on the date *Your* life insurance ceased.

How much Life Insurance may You convert if the policy terminates or is amended?

You may also convert to an individual policy of life insurance if Your life insurance ceases because:

- 1. life insurance benefits under the *Policy* cease; or
- 2. the Policy is amended making You ineligible for life insurance; however, in either of these situations,

You must have been insured under the *Policy*, or the *Policy* it replaced, for at least five (5) years. The amount of insurance converted in either of these situations will be the lesser of:

- 1. the amount of life insurance in force, less any amount for which *You* become eligible under this or any other group policy within 31 days after the date *Your* life insurance ceased; or
- 2. \$10,000.

How to apply for conversion

We must receive written application and the first premium for the individual life insurance policy within 31 days after life insurance under the *Policy* ceased. No *Evidence of Insurability* will be required.

The individual policy will be a policy of whole life insurance. It will not contain waiver of premium, accelerated death benefit, disability benefits, accidental death and dismemberment benefits or any other ancillary benefits.

The minimum issue amount of an individual conversion policy is \$2,000. The premium for the individual policy will be based on:

- 1. Our current rates based upon Your attained age; and
- 2. the amount of the individual policy.

If application is made for an individual policy, the coverage under the individual policy will be effective on the day following the 31-day period during which *You* could apply for conversion.

If *You* die during a period when *You* would have been entitled to have an individual policy issued to *You* and if *You* die before such an individual policy became effective, *We* will pay *Your* beneficiary the greatest amount of group term life insurance for which an individual policy could have been issued, provided:

- 1. Your death occurred during the 31-day period within which You could have made application; and
- 2. We receive proof of death.

If life insurance benefits are paid under the *Policy*, payment will not be made under the converted policy, and premiums paid for the converted policy will be refunded.

Notice. If the *Policyholder* fails to notify *You* at least 15 days prior to the date insurance under the *Policy* would cease, *You* shall have an additional period within which to elect conversion coverage; but nothing herein shall be construed to continue any insurance beyond the period provided for in the *Policy*. The additional election period shall expire 15 days immediately after the *Policyholder* gives *You* notice, but in no event shall it extend beyond 60 days immediately after the expiration of the 31-day period explained above.

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WAIVER OF PREMIUM

What is the Waiver of Premium benefit?

We will continue Your Basic life insurance benefit under the Policy without further payment of life insurance premium if You become Totally Disabled, provided:

- 1. You are insured under the Policy and were Actively at Work on or after the effective date of the Policy; and
- 2. You are under the age of 60; and
- 3. You provide Us with satisfactory written proof of Total Disability within 12 months after the date You became Totally Disabled; and

- 4. Your Total Disability has continued without interruption for at least 9 months; and
- 5. You are still Totally Disabled when You submit the proof of disability; and
- 6. all required premium has been paid.

Total Disability or **Totally Disabled** means **You** are diagnosed by a **Doctor** to be completely unable because of **Sickness** or **Injury** to engage in any occupation for wage or profit or any occupation for which **You** become qualified by education, training or experience.

We will waive premium beginning the month after We receive satisfactory proof that You have been Totally Disabled for at least 9 months. Premium will continue to be waived provided You:

- 1. remain Totally Disabled; and
- 2. provide satisfactory written proof of continuing *Total Disability* upon request. *We* will not request proof of continuing Total Disability more frequently than once every three months during the first two years of Total Disability, and not more frequently than once a year after the Insured has been Totally Disabled for two years.

You are responsible for obtaining initial and continuing proof of Total Disability.

You will be covered for the amount of life insurance in force as of the date *Total Disability* commenced. The amount of life insurance continued in force will be subject to any reduction in benefits as shown on the *Schedule of Benefits* or which are the result of an amendment to the *Policy*, but in no event will the insurance amount increase while *Your* life insurance is continued under Waiver of Premium. This life insurance coverage will continue without the payment of premium until *You* are no longer *Totally Disabled*, or attain the Maximum Waiver of Premium Duration as set forth in the *Schedule of Benefits* or retire, whichever occurs first.

We may have You examined at reasonable intervals during the period of claimed Total Disability, but not more frequently than once every three months during the first two years of Total Disability, and not more frequently than once a year after the Insured has been Totally Disabled for two years. Continuation of life insurance under the Waiver of Premium provision shall end immediately and without notice if You refuse to be examined as and when required.

If *You* are approved for continued coverage under the Waiver of Premium provision, *You* will be asked to name a beneficiary. That beneficiary designation:

- 1. will only apply while Your coverage continues under this Waiver of Premium provision; and
- 2. if different from the designation on *Your* enrollment form, shall constitute a change of beneficiary under the *Policy*.

We will pay the amount of life insurance in force to *Your* beneficiary if *You* die before furnishing satisfactory proof of *Total Disability*, if:

- 1. You die within one year from the date You became Totally Disabled; and
- 2. We receive proof that You were continuously Totally Disabled until the date of death; and
- 3. We receive proof of death.

If continuation of life insurance under the Waiver of Premium provision ceases while the *Policy* is still in force, and *You* are employed by the *Policyholder*, *Your* life insurance will continue provided premium payments begin on the next premium due date. If *You* return to work with the *Policyholder*, *You* must make a new beneficiary designation. If *You* do not name a new beneficiary, *We* will pay death benefits in accordance with the Facility of Payment provision.

If continuation of life insurance under the Waiver of Premium provision ceases, and *You* are no longer employed by the *Policyholder*, *You* may apply for an individual life insurance policy in accordance with the Conversion of Life Insurance provision of this Certificate.

How does termination of the Policy affect Your insurance under the Waiver of Premium Benefit?

Termination of the *Policy* will not affect any insurance that has been continued under this Provision prior to the termination date.

What if You are Totally Disabled and the Policy ends before You satisfy the Elimination Period?

Your coverage under the *Policy* will end if the *Policy* ends before *You* satisfy the *Elimination Period*. However, when the *Policy* ends *You* may be entitled to convert *Your* coverage to an individual plan of life insurance as described in the Conversion of Life Insurance provision.

You may still submit a claim for Waiver of Premium Benefits after the *Policy* ends. However, *You* must be *Totally Disabled*, pay the Conversion premium for the full length of the Elimination Period and qualify for the Waiver of Premium Benefits.

At no time can You be covered under both the individual conversion policy and this Policy.

Upon receipt of timely notice and due proof of *Your Total Disability We* will evaluate *Your* claim. If *We* determine that *You* qualify and *You* pay all applicable premiums, *We* will approve Your Waiver of Premium claim under the *Policy* and agree to rescind any individual policy of life insurance issued to *You* under the Conversion privilege. *We* will refund any premiums paid for such coverage. Insurance under the *Policy* will not go into effect until *We* approve your claim in writing.

ACCELERATED DEATH BENEFIT

What is the Accelerated Death Benefit?

The Accelerated Death Benefit is a percentage of Your group Basic term life insurance which is payable to You prior to Your death if We receive acceptable proof that You have a Terminal Condition. The Accelerated Death Benefit is limited to the maximum and minimum amounts shown on the Schedule of Benefits, and is payable only once to any one Insured.

The Accelerated Death Benefit is calculated on the group Basic term life insurance benefit amount in force under the *Policy* on the date *You* are diagnosed with a *Terminal Condition*. If *Your* group term life insurance will reduce, due to age, within 12 months after the date *We* receive proof, the *Accelerated Death Benefit* will be calculated on the reduced group Basic term life insurance benefit.

Who is Eligible for an Accelerated Death Benefit?

This benefit only applies to *Insureds* with at least the Minimum Covered Life Insurance Benefit amounts set forth in the *Schedule of Benefits. You* must have been *Actively at Work* on or after the effective date of the *Policy* to be eligible for an *Accelerated Death Benefit*.

This benefit does not apply to Accidental Death and Dismemberment benefits.

Terminal Condition means *You* have been examined and diagnosed by *Your Doctor* as having a non-correctable health condition that, with reasonable medical certainty, will result in *Your* death within 24 months from the date of the *Doctor's Statement*.

Doctor's Statement means a written medical opinion of a Doctor currently licensed to practice in the United States which:

- 1. is made at Your expense; and
- 2. indicates that You have a Terminal Condition; and
- 3. includes all medical test results, laboratory reports, and any other information on which the medical opinion is based; and
- 4. indicates Your expected remaining life span; and
- 5. is acceptable to *Us*.

The Accelerated Death Benefit Payment

We will pay the benefit during Your lifetime if You are diagnosed with a Terminal Condition if You or Your legal representative submits a claim for an Accelerated Death Benefit and provides satisfactory proof. The benefit will be paid in one sum to You. There is no cost for an Accelerated Death Benefit.

At the time of the payment of the *Accelerated Death Benefit*, *We* will send a statement to the certificate holder specifying the amount of benefits paid, the effect of the *Accelerated Death Benefit* payment on the death benefit face amount, and the amount of benefits remaining available for acceleration.

Are there any exceptions to the payment of the Accelerated Death Benefit?

The Accelerated Death Benefit will not be payable:

- 1. for any amount of group term life insurance which is less than the Minimum ADB Payment as set forth in the Schedule of Benefits; or
- 2. if Your Terminal Condition is the result of:
 - a. attempted suicide, while sane or insane; or
 - b. intentionally self-inflicted injury; or
- 3. if Your group term life insurance benefit has been assigned; or
- 4. if *Your* group term life insurance benefit is payable to an irrevocable beneficiary, including notification to Us that such benefit or a portion of such benefit is to be paid to a former spouse as part of a divorce or separation agreement; or
- 5. to retirees.

Notice and Proof of Claim

You must elect the Accelerated Death Benefit in writing on a form that is acceptable to Us. You must furnish proof that You have a Terminal Condition, including a Doctor's Statement within 91 days of the notice of claim. If proof is not given within 91 days, the claim will not be reduced or denied if proof is given as soon as reasonably possible.

Effect on Insurance

The Accelerated Death Benefit is in lieu of the group term life insurance benefit that would have been paid upon Your death. When the Accelerated Death Benefit is paid:

- the term life insurance benefit otherwise payable upon *Your* death will be reduced by the amount of the *Accelerated Death Benefit*. Any portion of the death benefit remaining after reduction of the death benefit due to payment of an *Accelerated Death Benefit* shall be paid upon the death of the *Insured*.
- 2. the amount of group term life insurance which could otherwise have been converted to an individual contract will be reduced by the amount of the *Accelerated Death Benefit*; and
- 3. the premium due for group term life insurance will be calculated on the amount of such insurance remaining in force after deducting the *Accelerated Death Benefit*.

The payment of an *Accelerated Death Benefit* and the balance of the death benefit under the *Policy* shall constitute full settlement of the face amount of the *Policy*.

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What happens to my coverage if I recover from the Terminal Condition?

If Your Doctor certifies that You no longer have a Terminal Condition and:

- 1. You return to work in an eligible class, coverage will remain in force, provided premium is paid when due.
- 2. *You* do not return to an eligible class but *You* are approved for continued life insurance coverage under the Waiver of Premium provision, coverage will remain in force, subject to the terms and conditions of the Waiver of Premium provision.
- 3. You do not return to an eligible class, and You do not qualify for continued life insurance, coverage will end and You may apply for conversion to an individual policy of life insurance in accordance with the applicable terms, conditions and time limits set forth in the Conversion of Life Insurance provision of the Policy.

In any event, the amount of coverage eligible to be continued or converted will be reduced by the amount of the *Accelerated Death Benefit* paid.

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ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT (AD&D)

What is the AD&D Benefit?

If, while insured under the *Policy*, *You* suffer an *Injury* in an *Accident*, *We* will pay for those *Losses* set forth in the "Table of Losses" below. The amount paid will be the percentage stated in the Table of Losses but not more than the Coverage Amount set forth in the *Schedule of Benefits*. The *Loss* must:

- 1. occur within 365 days of the Accident; and
- 2. be the direct and sole result of the Accident; and
- 3. be independent of all other causes.

TABLE OF LOSSES

% OF COVERAGE AMOUNT PAYABLE

| Loss of Life | 100% |
|-----------------------------------------------|------|
| Loss of Both Hands | 100% |
| Loss of Both Feet | 100% |
| Loss of Entire Sight of Both Eyes | 100% |
| Loss of One Hand and One Foot | 100% |
| Loss of Speech and Hearing | 100% |
| Quadriplegia | 100% |
| Paraplegia | 75% |
| Loss of One Hand | 50% |
| Loss of One Foot | 50% |
| Loss of Entire Sight of One Eye | 50% |
| Loss of Speech | 50% |
| Loss of Hearing (both ears) | 50% |
| Hemiplegia | 50% |
| Loss of Thumb and Index Finger (on same hand) | 25% |
| Uniplegia | 25% |

Definitions which apply to the AD&D Provision:

Accident or Accidental means a sudden, unexpected event that was not reasonably foreseeable.

Hemiplegia means total *Paralysis* of one arm and one leg on the same side of the body.

Loss, with respect to hand or foot, means actual and permanent severance from the body at or above the wrist or ankle joint, as applicable. With respect to eyes, speech and hearing, loss means entire and irrecoverable loss of sight, speech or hearing. With respect to thumb and index finger, loss means complete severance of entire digit at or above joints.

Paralysis means loss of use without severance of a limb as a result of an *Injury* to the Spinal Cord, which has continued for 12 months. *Paralysis* must be determined by a *Doctor* to be permanent, total and irreversible.

Paraplegia means total Paralysis of both legs.

Quadriplegia means total Paralysis of both arms and both legs.

Uniplegia means total Paralysis of one limb.

The total amount of AD&D benefits payable for all *Losses* for any *Insured* resulting from any one *Accident* will not be greater than the Coverage Amount set forth in the *Schedule of Benefits*.

Except as provided in a particular AD&D benefit provision, *We* will pay benefits for loss of life to the same beneficiary(ies) named to receive life insurance benefits. Benefits for all other *Losses* will be paid to *You*. 00030

SEAT BELT BENEFIT

What is the Seat Belt Benefit?

We will pay an additional amount, as set forth in the Schedule of Benefits, if a benefit is payable under the AD&D Benefit for Your loss of life as the result of an Accident which occurs while You were driving or riding in an Automobile, if:

- 1. the Automobile 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. A copy of the police accident report must be submitted with the claim.
- 4. You were driving or riding in an Automobile driven by a licensed driver who was neither:
 - a. intoxicated or driving while impaired. Intoxication and impairment shall be determined, with or without conviction, by the law of the jurisdiction in which the Accident occurs or .08% blood alcohol content if the jurisdiction in which the *Accident* occurred does not define intoxication; nor
 - b. under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by a licensed physician and used in the manner prescribed. Conviction is not necessary for a determination of being under the influence.

If the required certification is not available and if it is unclear whether *You* were properly wearing a *Seat Belt*, then *We* will pay an additional benefit of \$1,000.

Automobile means a validly registered private passenger car (or policyholder-owned car), station wagon, jeep-type vehicle, SUV, pick-up truck or van-type car that is not licensed commercially or being used for commercial purposes.

 $\textbf{\textit{Seat Belt}}$ means those belts that form an occupant restraint system. 00031

AIR BAG BENEFIT

What is the Air Bag Benefit?

We will pay an additional amount as set forth in the Schedule of Benefits if a benefit is payable under the AD&D Benefit for Your loss of life as the result of an Accident which occurs while You are driving or riding in an Automobile provided that:

- 1. You were positioned in a seat that was equipped with an Air Bag;
- 2. You were properly strapped in the Seat Belt when the Air Bag inflated; and
- 3. the police report establishes that the Air Bag inflated properly upon impact.

If it is unclear whether *You* were properly wearing *Seat Belt*(s) or if it is unclear whether the *Air Bag* inflated properly, then the Air Bag Benefit will be \$1,000.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the *Automobile*, or proper replacement parts as required by the automobile manufacturer's specifications, that inflates upon collision to protect an individual from injury and death. A *Seat Belt* is not considered an *Air Bag*.

REPATRIATION BENEFIT

What is the Repatriation Benefit?

We will pay an additional amount, as set forth in the *Schedule of Benefits*, for the preparation and transportation of *Your* body to a mortuary if:

- 1. the Coverage Amount under the AD&D Benefit is payable for Your loss of life; and
- 2. Your death occurs at least 75 miles away from Your principal residence. 00033

EDUCATION BENEFIT

What is the Education Benefit?

We will pay an additional amount, as set forth in the Schedule of Benefits to Your Dependent Student if an AD&D benefit is payable for Your loss of life. We will only pay one Education Benefit to any one Dependent Student during any one school year. If the Dependent Student is a minor, We will pay the benefit to the legal representative of the minor.

Definitions which apply to the Education Benefit:

Student means an Eligible Dependent child who, on the date of Your death, is:

- 1. A full-time post-high school student in a School of Higher Education; or
- 2. A student in the 12th grade but who becomes a full-time post-high school student in a *School of Higher Education* within 365 days after *Your* death.

School of Higher Education means an institution which:

- 1. is legally authorized by the State in which it is located; and
- 2. provides either a program for:
 - a. Bachelor's degrees or not less than a two year program with full credit towards a Bachelor's degree; or
 - b. Gainful employment as long as such program is at least one year of training; and
- 3. is accredited by an Agency or association recognized by the U.S. Department of Education under the Higher Education Assistance Act as may be amended from time to time.

When Benefit Ends: A *Dependent Student* will no longer be eligible to receive the Dependent Education Benefit upon the earlier of the following:

- 1. *Our* payment of the fourth installment of the Dependent Education Benefit on behalf of or to the *Dependent Student*; or
- 2. At the end of the period during which due *Proof* must be submitted if no due *Proof* is submitted.

Special Child Education Benefit: If *Your Eligible Dependent* child does not qualify as a *Student*, but is enrolled in an elementary or high school, *We* will pay a Child Education Benefit in the amount of \$1,000. This benefit is payable once upon proof that *You* died as a result of an Accident for which the Accidental Death & Dismemberment benefit is payable and that, within 12 months after *Your* death, *Your Eligible Dependent Child* is a full-time student in an elementary or high school.

00034

DAY CARE BENEFIT

What is the Day Care Benefit?

We will pay an additional amount, as set forth in the *Schedule of Benefits*, if the *Employee* Coverage Amount under the AD&D Benefit is payable for *Your* loss of life. The benefit is paid annually for the cost of covered expenses incurred, if *You* are survived by a *Dependent Child* who:

- 1. on the date of the covered Accident was enrolled in a legally licensed Day Care Center; or
- 2. is enrolled in a legally licensed *Day Care Center* within 365 continuous days from the date of the covered *Accident*; and
- 3. is less than 13 years of age.

The Day Care Center Benefit is payable for incurred Day Care Center expenses for each child who qualifies:

- 1. in an amount up to the Day Care Benefit Amount as set forth in the Schedule of Benefits; and
- 2. only while the *Dependent* child continues to be enrolled in a legally licensed *Day Care Center*.

We will pay this benefit once a year, at the end of a 12-month period in which there are documented *Day Care Center* expenses, for not more the Maximum Day Care Benefit Duration, as set forth in the *Schedule of Benefits*, or until the child's 13th birthday, whichever happens first.

If at the time of the *Accident*, coverage for a *Dependent Child* is in force, but there is no *Dependent* child who qualifies, we will pay an additional benefit of \$1,500 to *Your* designated beneficiary.

This benefit will be payable to *Your* surviving *Spouse*, if *Your Spouse* has custody of the child. If *You* have no surviving *Spouse*, or *Your* child does not live with *Your Spouse*, then the benefit will be paid to the child's legally appointed guardian.

Day Care Center means a facility which is run according to law, including laws and regulations applicable to child care facilities, and which provides care and supervision for children in a group setting on a regular, daily basis.

A *Day Care Center* does not include: a hospital, the child's home or care provided during normal school hours while a child is attending grades one through twelve.

00036

EXPOSURE AND DISAPPEARANCE

If, as a result of an *Accident* while insured for this benefit, if *You* are unavoidably exposed to the elements and suffer a *Loss* as a result of that exposure, that *Loss* will be covered. If *Your* body has not been found within one (1) year of an *Accidental* disappearance, forced landing, sinking or wrecking of a conveyance in which *You* were occupants, *You* will be deemed to have suffered loss of life.

00043

LIMITATIONS

Are there any Limitations for losses due to an Accident?

We will not pay any benefit for any Loss that, directly or indirectly, results in any way from or is contributed to by:

- 1. any disease or infirmity of mind or body, and any medical or surgical treatment thereof; or;
- 2. any infection, except a pus-forming infection of an Accidental cut or wound; or
- 3. suicide or attempted suicide, while sane or insane; or
- 4. any intentionally self-inflicted *Injury*; or
- 5. war, declared or undeclared, whether or not You are a member of any armed forces; or
- 6. travel or flight in an aircraft while a member of the crew, or while engaged in the operation of the aircraft, or giving or receiving training or instruction in such aircraft; or
- 7. commission of, participation in, or an attempt to commit an assault or felony; or
- 8. under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by a licensed physician and used in the manner prescribed. Conviction is not necessary for a determination of being under the influence; or
- 9. intoxication as defined by the laws of the jurisdiction in which the *Accident* occurred or .08% blood alcohol content if the jurisdiction in which the *Accident* occurred does not define intoxication. Conviction is not necessary for a determination of being intoxicated; or

| 10. active participation in a <i>Riot. Riot</i> means all forms of public violence, disorder, or disturbance of the public peace, by three or more persons assembled together, whether with or without a common intent and whether or not damage to person or property or unlawful act is the intent or the consequence of such disorder. 00050 | | | |
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UNIFORM PROVISIONS

(Applicable to Dismemberment Coverage Only)

Initial Notice of Claim

We must receive written notice of Loss within 30 days of the date of Loss, or as soon as reasonably possible. The Policyholder can assist with the appropriate telephone number and address of Our Claim Department. Notice may be sent to Our Claim Department at the address shown on the claim form or given to Our Agent.

Claim Forms

Within 15 days of *Our* being notified in writing of a claim, *We* will supply the claimant with the necessary claim forms. The claim form is to be completed and signed by the claimant, the *Policyholder* and the claimant's *Doctor*. If the appropriate claim forms are not received within 15 days, then the claimant will be considered to have met the requirements for written *Proof* of loss if *We* receive written *Proof*, which describes the occurrence, extent and nature of the *Loss*.

Time Limit for Filing Your Claim

We must receive written *Proof* of loss within 91 days after the date a *Loss* is incurred. If it is not possible to give *Us* written *Proof* within 91 days, the claim is not affected if the *Proof* is given as soon as possible. However, unless the claimant is legally incapacitated, written *Proof* of loss must be given no later than one year after the time *Proof* is otherwise due.

No benefits are payable for claims submitted more than 1 year after the time *Proof is* due. However, benefits may be paid for late claims if it can be shown that:

- 1. It was not reasonably possible to give written *Proof* during the one year period, and
- 2. *Proof* of loss satisfactory to *Us* was given as soon as was reasonably possible.

For the Education Benefit, *Proof* of loss must:

- 1. Include Proof of Dependent Student status; and
- 2. Be submitted no later than
 - a. Two months after completion of course work for that particular school year if the *Dependent Student* is enrolled in a *School of Higher Education* at the time of *Your* death. School year shall be deemed to begin on September 1st and end on August 31st; or
 - b. Within six (6) months after enrollment in a *School of Higher Education* if the *Dependent Student* is in the 12th grade at the time of *Your* death.

After the first year in a *School of Higher Education*, due *Proof* must be submitted in accordance with the time limits defined in Item (a) above.

Physical Examination/Autopsy

Upon receipt of a claim, *We* may examine an *Insured*, at *Our* expense, at any reasonable time. *We* reserve the right to perform an autopsy, at *Our* expense, if it is not prohibited by any applicable local law(s).

00051 TX

TERMINATION PROVISIONS

When does Your coverage under the Policy end?

Your coverage will terminate on the earliest of the following dates. Termination will not affect *Your* claim for a covered *Loss* which occurred while the coverage was in force.

- 1. the date on which the *Policy* is terminated;
- 2. the date You stop making any required contribution toward payment of premiums;
- 3. the effective date of an amendment to the *Policy* which terminates insurance for the class to which *You* belong; or
- 4. the date You:
 - a. are no longer a member of a class eligible for this insurance,
 - b. request termination of coverage under the *Policy*,
 - c. are retired or pensioned, or
 - d. are no longer *Actively at Work* as a result of a disability, layoff, leave of absence, sabbatical, or military leave. However, *You* may continue to be eligible for group insurance coverage, as follows:

| Disability | Until the end of the twelfth month following the month in which the disability began, |
|------------|---------------------------------------------------------------------------------------|
|------------|---------------------------------------------------------------------------------------|

provided all premiums are paid when due, the Policy is in force, and Your coverage is

not replaced with group life insurance provided by a new carrier.

Layoff Until the end of the month following the month during which the layoff began, provided

all premiums are paid when due, the Policy is in force, and Your coverage is not

replaced with group life insurance provided by a new carrier.

Leave of Absence Until the end of the month following the month during which the leave began, or, the

period of time in accordance with the FMLA provision below, provided all premiums are paid when due, the Policy is in force, and *Your* coverage is not replaced with group

life insurance provided by a new carrier.

Sabbatical Until the end of the month following the sixth month in which the sabbatical began,

provided all premiums are paid when due, the Policy is in force, and Your coverage is

not replaced with group life insurance provided by a new carrier.

Military Leave Until the end of the twelfth month following the month in which the military leave

began, provided all premiums are paid when due, the Policy is in force, and *Your* coverage is not replaced with group life insurance provided by a new carrier.

For the purposes of this Termination Provision only, *Disability* means *You* are unable to perform all of the *Material* and *Substantial Duties* of *Your Regular Occupation*. 00052TXa

Will coverage be continued if You are eligible for leave under FMLA?

In the event *You* are eligible for and the *Policyholder* approves a leave under the Family and Medical Leave Act of 1993 (FMLA), or any applicable state family and medical leave law (State FML), provided the required premium continues to be paid, the *Policy* is in force and *Your* coverage is not replaced with group life insurance provided by a new carrier, *Your* insurance will continue for a period of up to the later of:

- 1. the leave period permitted by the federal Family and Medical Leave Act of 1993 and any amendments; or
- 2. the leave period permitted by applicable state law.

You are eligible for leave under this Act in order to provide care:

- 1. After the birth of a child; or
- 2. After the legal adoption of a child; or
- 3. After the placement of a foster child in *Your* home; or
- 4. To a spouse, child or parent due to their serious illness; or
- 5. For *Your* own serious health condition.

While granted a Family or Medical Leave of Absence:

- 1. The Policyholder must remit the required premium according to the terms of the Policy; and
- 2. coverage will terminate if *You* do not return to work as scheduled according to the terms of *Your* agreement with the *Policyholder*.

00053a

GENERAL PROVISIONS

Entire Contract; Changes

The *Policy*, the *Policyholder's Application*, the *Employee's* Certificate of coverage, and *Your* application, if any, and any other attached papers, form the entire contract between the parties. Coverage under the *Policy* can be amended by mutual consent between the *Policyholder* and *Us*. No change in the *Policy* is valid unless approved in writing by one of *Our* officers. No agent has the right to change the *Policy* or to waive any of its provisions.

Statements on the Application

In the absence of fraud, all statements made in any signed application are considered representations and not warranties (absolute guarantees). No representation by:

- 1. the *Policyholder* in applying for the *Policy* will make it void unless the representation is contained in his signed *Application*; or
- 2. any *Employee* in applying for insurance under the *Policy* will be used to reduce or deny a claim unless a copy of the application for insurance, signed by the *Employee*, is or has been given to the *Employee*.

Legal Actions

Unless otherwise provided by federal law, no legal action of any kind may be filed against *Us*:

- 1. until 60 days after proof of claim has been given; or
- 2. more than 3 years after proof of *Loss* must be filed, unless the law in the state where *You* live allows a longer period of time.

Clerical Error

Clerical error or omission by *Us* to the *Policyholder* will not:

- 1. Prevent You from receiving coverage, if You are entitled to coverage under the terms of the Policy; or
- 2. Cause coverage to begin or coverage to continue for *You* when the coverage would not otherwise be effective.

If the *Policyholder* gives *Us* information about *You* that is incorrect, *We* will:

- 1. Use the facts to decide whether You have coverage under the Policy and in what amounts; and
- 2. Make a fair adjustment of the premium.

Incontestability

The validity of the *Policy* shall not be contested, except for non-payment of premiums, after it has been in force for two years from the date of issue. The validity of the *Policy* shall not be contested on the basis of a statement made relating to insurability by any person covered under the *Policy* after such insurance has been in force for two years during such person's lifetime, and shall not be contested unless the statement is contained in a written instrument signed by the person making such statement.

Premium Provisions

Premiums are payable in United States dollars on or before their due dates.

Premium charges for increases in insurance amounts becoming effective during a policy month will begin on the next premium due date. Premium charges for insurance terminating during a policy month will cease at the end of the month in which such insurance terminates. This method of charging premium is for accounting purposes only. It will not extend any insurance coverage beyond the date it would otherwise have terminated.

Misstatement of Age

If You have misstated Your age, the true age will be used to determine:

- 1. the effective date or termination date of insurance; and
- 2. the amount of insurance; and
- 3. any other rights or benefits.

Premiums will be adjusted to reflect the premiums that would have been paid if the true age had been known.

Conformity with State Statutes and Regulations

If any provision of the *Policy* conflicts with the statutes and regulations of the state in which the *Policy* was issued or delivered, it is automatically changed to meet the minimum requirements of the statute.

Assignment

You may assign any incident of ownership You may possess of the life insurance benefits provided under the Policy to anyone other than the Policyholder. We are not responsible for the validity or legal effect of any assignment. Collateral assignments, by whatever name called, are not permitted.

Retention of Discretion

We shall have the exclusive right to interpret the terms of the Certificate, Schedule of Benefits, Riders and Endorsements. The decision about whether to pay any claim, in whole or in part, is within Our sole discretion and such decisions shall be final and conclusive.

00055 TX

DEFINITIONS

This section tells *You* the meaning of special words and phrases used in this Certificate. To help *You* recognize these special words and phrases, the first letter of each word, or each word in the phrase, is capitalized wherever it appears.

Actively at Work or Active Work means that You must:

- 1. work for the *Policyholder* on a full-time active basis; or
- 2. work at least the minimum number of hours set forth in the Schedule of Benefits: and either:
 - a. work at the *Policyholder*'s usual place of business; or
 - b. work at a location to which the *Policyholder*'s business requires *You* to travel;
- 3. be paid regular earnings by the *Policyholder*, and
- 4. not be a temporary or seasonal Employee.

You will be considered Actively at Work if You were actually at work on the day immediately preceding:

- 1. a weekend (except for one or both of these days if they are scheduled days of work);
- 2. holidays (except when such holiday is a scheduled work day);
- 3. paid vacations;
- 4. any non-scheduled work day;
- 5. excused leave of absence (except medical leave and lay-off); and
- 6. emergency leave of absence (except emergency medical leave); and

You were not Hospital Confined or disabled due to an Injury or Sickness. 00061

Activities of Daily Living means:

- 1. Eating Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- 2. Toileting Getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
- 3. Transferring Moving into or out of a bed, chair or wheelchair.
- 4. Bathing Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
- 5. Dressing Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- 6. Continence Ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).

00062

Annual Enrollment Period means a period of time prior to the Policy anniversary date during which eligible Employees may apply for life coverage or request changes to their life benefit plan. The Annual Enrollment Period is shown on the Schedule of Benefits.

00064

Application means the document which sets forth the eligible classes, the amounts of insurance, and other relevant information pertaining to the plan of insurance for which the *Policyholder* applied.

Dependent or Eligible Dependent means:

- 1. the Spouse or Domestic Partner of each individual eligible to be insured under the Policy;
- 2. a natural or adopted child of each individual eligible to be insured under the policy if the child is:
 - a. younger than 26 years of age; or
 - b. physically or mentally disabled and under the parents' supervision; or
- 3. a natural or adopted grandchild of each individual eligible to be insured under the policy if the child is:

- a. younger than 26 years of age; and
- a dependent of the insured for federal income tax purposes at the time the application for coverage of the child is made.

Dependent Child - See Dependent or Eligible Dependent 00072 TXb

Doctor means a person legally licensed to practice medicine, psychiatry, psychology or psychotherapy, who is neither *You* nor a member of *Your* immediate family. A licensed medical practitioner is a *Doctor* if applicable state law requires that such practitioners be recognized for purposes of certification of *Total Disability, Terminal Condition* or covered *Loss*, and the treatment provided by the practitioner is within the scope of his or her license.

Doctor's Statement means a written medical opinion of a Doctor currently licensed to practice in the United States which:

- 1. is made at Your expense; and
- 2. indicates that You have a Terminal Condition; and
- 3. includes all medical test results, laboratory reports, and any other information on which the medical opinion is based; and
- 4. indicates Your expected remaining life span; and
- 5. is acceptable to Us.

00125 TX

Employee means an *Actively at Work* full-time employee whose principal employment is with the *Policyholder*, at the *Policyholder's* usual place of business or such place(s) that the *Policyholder's* normal course of business may require, who is *Actively at Work* for the minimum hours per week as set forth in the Schedule of Benefits and is reported on the *Policyholder's* records for Social Security and withholding tax purposes.

Gainful Occupation means any work or employment in which the insured Employee:

- 1. is or could reasonably become qualified, considering his or her education, training, experience, and mental or physical abilities;
- 2. could reasonably find work or employment, considering the demand in the national labor force; and
- 3. could earn (or reasonably expect to earn) a before-tax income at least equal to 60% of his or her Pre-disability Income.

00078

Hospital Confined means that, upon the recommendation of a Doctor, You are registered as an inpatient in a hospital, nursing home or other medical facility which provides skilled medical care or as an outpatient in a hospital because of surgery. You are not Hospital Confined if You are receiving emergency treatment or if You are hospitalized solely because of non-surgical medical or diagnostic test.

Injury means bodily injury resulting directly from an Accident and independently of all other causes. 00082

Insured means an Employee covered under the Policy.

00083

Male Pronoun whenever used includes the female.

00088

Material and Substantial Duties means duties that are normally required for the performance of Your Regular Occupation and cannot be reasonably omitted or modified.

Non-Contributory means the *Policyholder* pays 100% of the premium for this insurance.

Policy means this contract between the *Policyholder* and Us including the attached *Application*, which provides group insurance benefits.

00097

Policyholder means the person, firm, or institution to whom the *Policy* was issued. *Policyholder* also means any covered subsidiaries or affiliates set forth on the face of the *Policy*.

00098 TX

Proof under the Accelerated Death Benefit means evidence satisfactory to *Us* that *You* have a *Terminal Condition*. 00100a TX

Registered Domestic Partner means an adult of the same or opposite gender who has an emotional, physical and financial relationship to *You*, similar to that of a *Spouse*, as evidenced by the following:

- 1. You and Your Domestic Partner share financial responsibility for a joint household and intend to continue an exclusive relationship indefinitely;
- 2. You and Your Domestic Partner each are at least eighteen (18) years of age;
- 3. You and Your Domestic Partner are both mentally competent to enter into a binding contract;
- 4. You and Your Domestic Partner share a residence and have done so for at least 12 months;
- 5. Neither You nor Your Domestic Partner are married to or legally separated from anyone else;
- 6. You and Your Domestic Partner are not related to one another by blood closer than would bar marriage; and
- 7. Neither You nor Your Domestic Partner is a Domestic Partner of anyone else.

Where the laws of the governing jurisdiction mandate a definition of *Registered Domestic Partner* other than shown above, that definition will be used in the Policy.

00104

Regular Occupation means the occupation that *You* are routinely performing when *Your* life insurance terminates due to *Disability. We* will look at *Your* occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific *Policyholder* or at a specific location.

Sickness means illness, disease, pregnancy or complications of pregnancy.

Terminal Condition means *You* have been examined and diagnosed by *Your Doctor* as having a non-correctable health condition that, with reasonable medical certainty, will result in Your death within 12 months from the date of the *Doctor's Statement*.

00115 TX

 $\it We, Our$ and $\it Us$ means Dearborn Life Insurance Company, Chicago, Illinois. 00119

You, Your and *Yours* means the eligible *Employee* to whom this Certificate is issued and whose insurance is in force under the terms of the Policy.

00120

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Dearborn Life Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-442-4207

You may also write to Dearborn Life Insurance Company

701 22nd Street, Lombard, IL 60148

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Dearborn Life Insurance Company's para obtener información o para presentar una queja al:

1-877-442-4207

Usted también puede escribir a Dearborn Life Insurance Company at:

701 22nd Street, Lombard, IL 60148

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P. O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771

Sitio Web: http://www.tdi.state.tx.us E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES: Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

Administrative Office: 701 E. 22nd Street Lombard, IL 60148

DEARBORN LIFE INSURANCE COMPANY

Chicago, Illinois

RIDER

This Rider is made a part of the Policy or Certificate (hereafter "the Policy") to which it is attached. It takes effect and ends at the same time as the Policy. All provisions of the Policy, including any other Riders or Amendatory Endorsements will apply to this Rider, except that in the event of a conflict, the specific provisions of this Rider will govern.

Beneficiary Resource Services

What is the Beneficiary Resource Services?

The Beneficiary Resource Services is a non-insurance benefit made available to *You* or *Your* beneficiaries which provides access at no additional cost to the following services.

- Unlimited telephone access to grief counselors, legal advisors and financial advisors for up to one year from the date of loss; and,
- Five (5) face-to-face sessions, or equivalent professional time, with a grief counselor, legal advisor and/or a financial advisor for up to one year from the date of loss.

How the Beneficiary Resource Services are accessed

You or **Your** beneficiaries may access these services by contacting Bensinger, DuPont & Associates at 1-800-769-9187, the program administrator for *Beneficiary Resource Services*. Additional contact information will be provided at the time a claim for a loss covered under the Policy is made. Dearborn Life Insurance Company does not underwrite or administer the *Beneficiary Resource Services* program.

When do the Beneficiary Resource Services Terminate?

The services available under this Rider will end as follows:

- On the date *Your* coverage is terminated under the section *When Does Your coverage under the Policy end?* found in the Termination Provision of the Policy; or
- One year from the date of loss if the loss occurs while the Policy is in effect.

Important Terms

For purposes of this Rider, "date of loss" means the date of death of the named insured or the date the named insured became eligible for benefits under the Accelerated Death Benefit provision of the Policy to which this Rider is attached. If the named insured becomes eligible for and receives benefits under the Accelerated Death Benefits provision of the Policy, and subsequently dies, the date of loss remains the date the named insured became eligible for benefits under the Accelerated Death Benefit provision of the Policy to which this Rider is attached.

President

Michael St. Witwes.

Nothing contained in this Rider shall be held to alter or affect any provision or condition of the Policy other than as stated above.

NOTICE

to

the Policyholder and Certificateholder Insured under the Group Term Life Insurance Policy

Provided by Dearborn National Life Insurance Company®

Regarding the Beneficiary Resource Services Noninsurance Benefit

This notice is to advise you that Your Group Term Life Insurance program also provides a non-insurance benefit: *Beneficiary Resource Services*.

Noninsurance Benefit Description

Beneficiary Resource Services is a service that provides unlimited telephone access to grief counselors, legal advisors and financial advisors, as well as five (5) face-to-face sessions for up to one year following the date of loss. (Date of loss is defined in the Beneficiary Resource Services Rider attached to the Policy.)

This noninsurance benefit is available at the option of the Policyholder without any action required on the part of an insured person to either accept or decline the service.

There is no charge for this service.

The service is currently administered by Bensinger, DuPont & Associates.

Dearborn National Life Insurance Company (sometimes referred to as "We" or "Our") makes this program available, but it does not underwrite or administer the Beneficiary Resource Services program.

Why This Service is Being Made Available

We are making this service available to provide support and assistance to persons who have suffered a loss that is covered by the group term life insurance policy. The death or terminal illness of a loved one has a significant impact and support services help deal with the grief legal or financial issues experienced during the critical months following a loss.

Accessing Beneficiary Resource Services

Services may be accessed by contacting the program administrator named in the Rider at 1-800-769-9187.

Termination of the Noninsurance Benefit

This noninsurance benefit is provided free of charge. It is subject to termination at our option or at the option of the program administrator.

If We discontinue this service We will notify the Policyholder not less than thirty (30) days in advance of the discontinuance of this service.

If the current program administrator discontinues the program and we are unable to find a replacement, we will notify the Policyholder as soon as is reasonable under the circumstances. If discontinued, the services available under this noninsurance benefit will no longer be available.

Unless terminated by Us or by the Program administrator, the Beneficiary Resource Services noninsurance benefit is available following a covered loss for as long as you remain covered under the group term life insurance policy and such policy remains in effect, subject to the time periods stated above.

Administrative Office: 701 E. 22nd Street Lombard, IL 60148

DEARBORN LIFE INSURANCE COMPANY

Chicago, Illinois

RIDER

This Rider is made a part of the Policy or Certificate (hereafter "the Policy") to which it is attached. It takes effect and ends at the same time as the Policy. All provisions of the Policy, including any other Riders or Amendatory Endorsements will apply to this Rider, except that in the event of a conflict, the specific provisions of this Rider will govern.

Travel Resource Services

What is the Travel Resource Services?

Travel Resource Services is a non-insurance benefit made available to *You* which provides access at no additional cost to the following services:

- Access to a toll free number in the event **You** encounter an emergency while traveling more than 100 miles from **Your** principal residence.
- Access to on-line tools and resources for any pre-trip assistance You may need.

How is Travel Resource Services accessed?

Your employer will provide *You* with an identification card to be used whenever services are needed. This card will give *You* access to the toll-free number used to initiate the services.

The Travel Resource Services program is administered and provided by Europ Assistance USA, Inc. Dearborn Life Insurance Company does not underwrite or administer this program.

When do the Travel Resource Services terminate?

The Travel Resource Services terminate if *Your* coverage is terminated under the section on *When does Your coverage under the Policy end?* found in the Termination Provision of the Policy.

President

Michael St. Witwes.

Nothing contained in this Rider shall be held to alter or affect any provision or condition of the Policy other than as stated above.

NOTICE

to

the Policyholder and Certificate holder under the Group Term Life Insurance Policy Provided by Dearborn National Life Insurance Company

Regarding the Travel Resource Services Noninsurance Benefit

This notice is to advise you that Your Group Term Life Insurance program also provides a non-insurance benefit: *Travel Resource Services*.

Noninsurance Benefit Description

Travel Resource Services is a service that provides telephonic access to emergency assistance while traveling more than one hundred (100) miles from *Your* home and access to on-line travel tools and resources when preparing a trip.

This noninsurance benefit is available at the option of the Policyholder without any action required on the part of an insured person to either accept or decline the service.

There is no charge for this noninsurance benefit.

The service is currently administered by Europ Assistance USA, Inc.

Dearborn National Life Insurance Company (sometimes referred to as "We" or "Our") makes this program available, but it does not underwrite or administer the Travel Resource Services program.

Why This Service is Being Made Available

We are making this service available to provide support and assistance to persons who are traveling or preparing to travel, in addition to the group life and accidental death benefits available under this Policy. If an emergency occurs on a trip, counselors are available to assist in locating nearby hospitals, assist in recovering lost passports, medical evacuations, and other emergencies. Advice at the planning stage of a trip is available.

Accessing Travel Resource Services

Services may be accessed by contacting the program administrator at 1-877-715-2593.,

Termination of the Noninsurance Benefit

This noninsurance benefit is provided free of charge as a courtesy. It is subject to termination at our option or at the option of the program administrator.

If We discontinue this service We will notify the Policyholder not less than thirty (30) days in advance of the discontinuance of this service.

If the current program administrator discontinues the program and we are unable to find a replacement, we will notify the Policyholder as soon as is reasonable under the circumstances. If discontinued, the services available under this noninsurance benefit will no longer be available.

Unless terminated by Us or by the Program administrator, the Travel Resource Services noninsurance benefit is available following a covered loss for as long as you remain covered under the group term life insurance policy and such policy remains in effect.

IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE, ACCIDENT, HEALTH AND HOSPITAL SERVICE INSURANCE GUARANTY ASSOCIATION

(For insurers declared insolvent or impaired on or after September 1, 2011)

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association ("the Association") administers this protection system. Only the policyholders of insurance companies that are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the Texas Insurance Code, Chapter 463.)

It is possible that the Association may not protect all or part of your policy because of statutory limitations.

Eligibility for Protection by the Association

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas (regardless of where the policyholder lived when the policy was issued)
- Residents of other states, ONLY if the following conditions are met:
 - 1. The policyholder has a policy with a company domiciled in Texas;
 - 2. The policyholder's state of residence has a similar guaranty association; and
 - 3. The policyholder is not eligible for coverage by the guaranty association of the policyholder's state of residence.

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:

• For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, and \$200,000 for other types of health insurance.

Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on any
 one life; or
- Death benefits up to a total of \$300,000 under one or more policies on any one life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

Individual Annuities:

Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

Aggregate Limit:

• \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.

Texas Life and Health insurance Guaranty Association 515 Congress Avenue, Suite 1875 Austin, Texas 78701 800-982-6362 or www.txlifega.org

Texas Department of Insurance P.O. Box 149104 Austin, Texas 78714-9104 800-252-3439 or www.tdi.texas.gov



Administrative Office:

701 E. 22nd Street • Lombard, Illinois 60148