# Voluntary Term Life and AD&D Insurance

Employee Benefit Booklet



Ouachita Parish VF023308-0001 Class 1-03

Products and services marketed under the Dearborn National® brand and the star logo are underwritten and/or provided by Dearborn National® Life Insurance Company (Downers Grove, IL) in all states (excluding New York), the District of Columbia, the United States Virgin Islands and Puerto Rico.

# **Dearborn National<sup>®</sup> Life Insurance Company**

Administrative Office: 1020 31st Street Downers Grove IL 60515-5591 (800) 348-4512

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

#### Having issued Group Policy No. VF023308-0001

(herein called the *Policy*)

to

#### **Ouachita Parish**

(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 National Life Insurance Company

Secretary

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President

Michael M. Witwes.

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

DISCLOSURE: The benefit paid under the accelerated death benefit provision may be taxable. If so, You or Your beneficiary may incur a tax obligation. As with all tax matters, You or Your beneficiary should consult a personal tax advisor to assess the impact of the benefit. Receipt of this benefit may adversely affect Your eligibility for Medicaid or other governmental benefits or entitlements.

Voluntary Group Term Life Insurance Certificate with Accidental Death & Dismemberment and Accelerated Benefits and Dependent Life Insurance with Dependent Accidental Death and Dismemberment Benefits

Non-Participating

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# SCHEDULE OF BENEFITS

POLICYHOLDER: Ouachita Parish **POLICY NUMBER:** VF023308-0001 **EFFECTIVE DATE:** January 1, 2019 ANNUAL ENROLLMENT

**PERIOD:** 

11/1-12/31

**ELIGIBILITY: Class 03** 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 20 hours per week for the Policyholder. Part-time,

seasonal and temporary *Employees* of the *Policyholder* are not eligible.

**Eligibility Waiting Period:** Current Employees: None

> New Employees: First of the month following Date of Hire of

> > continuous, full-time active work

**Policyholder Contribution:** Voluntary Life & AD&D 50% of premium up to a maximum of \$27.00

per month from ER

Dependent Life & AD&D 50% of premium up to a maximum

of \$27.00 per month from ER

**GROUP TERM LIFE INSURANCE** 

Incremental selection from a minimum of \$5,000 to a maximum of Employee Voluntary Life Benefit Amount

\$350,000 in increments of \$5,000

Guarantee Issue Benefit Limit Employee Voluntary: \$150,000

Spouse Voluntary: \$25,000

Amounts in excess of the Guarantee Issue Benefit Limit are subject to

satisfactory Evidence of Insurability

Voluntary: Benefit amounts may be subject to Guarantee Issue limits based on participation levels as determined by Us. Any Guarantee Issue Limits established are only available during Your group's initial enrollment and for new employees who have met the Eligibility

requirements. Employees must enroll within 31 days of their eligibility

date to qualify for any established Guarantee Issue.

**Reduction of Benefits** Voluntary Group Term Life benefits reduce by 25% of the original

amount at age 65 and further reduce to 50% of the original amount at

age 70. Benefits terminate at retirement.

Dependent Spouse Voluntary Group Term Life benefits reduce by 25% of the original amount at age 65 and further reduce to 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 75% of Voluntary Term Life Insurance In force

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Insured Eligibility Employee

Minimum Covered Life Insurance Amount \$15,000

Maximum ADB Payment \$250,000

Minimum ADB Payment \$7,500

**Continuation** 

Benefit Eligibility Voluntary Life
Insured Eligibility Employee
Continuation Benefit Duration Age 65

Additional Purchase Option

Maximum Additional Purchase Amount Up to \$50,000 of basic term life insurance

DEPENDENT TERM LIFE INSURANCE

Spouse Benefit Amount Voluntary: Incremental selection from a minimum of

\$2,500 to a maximum of \$25,000 in increments of \$2,500,

not to exceed 50% of the Employee amount

Child(ren) Benefit Amount Voluntary:

\$0 - Age live birth to 15 days \$100 - age 15 days to 6 months

\$10,000 - 6 months to 26 years of age

GROUP ACCIDENTAL DEATH & DISMEMBERMENT

Employee Voluntary AD&D Coverage

Amount

Incremental selection from a minimum of \$5,000 to a maximum of \$350,000 in increments of \$5,000

Dependent AD&D Benefit Amount

Spouse

*Voluntary*: Incremental selection from a minimum of \$2,500 to a maximum of \$25,000 in increments of \$2,500, not to exceed 50% of the *Employee* amount

**Dependent AD&D Benefit Amount** 

Dependent Child(ren)

Voluntary:

\$0 - Age live birth to 15 days \$100 - age 15 days to 6 months

\$10,000 - 6 months to 26 years of age

**Reduction of Benefits** Voluntary Accidental Death and Dismemberment benefits reduce by

25% of the original amount at age 65 and further reduce to 50% of the

original amount at age 70. Benefits terminate at retirement.

Dependent Spouse Voluntary Accidental Death and Dismemberment benefits reduce by 25% of the original amount at age 65 and further reduce to 50% of the original amount at age 70. Benefits terminate at

retirement.

Seat Belt Benefit 10% of *Employee* Coverage Amount, to a maximum of \$25,000 Air Bag Benefit 5% of *Employee* Coverage Amount to a maximum of \$5,000

**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)

#### 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 Contributory insurance become effective?

Contributory means You pay all or a portion of the premium for this insurance coverage.

You may apply for Voluntary insurance coverage during the Annual Enrollment Period as indicated in the Schedule of Benefits. Your coverage will become effective as follows, provided You are Actively at Work on that date:

Your Contributory coverage for amounts up to the Guarantee Issue Benefit Limit will become effective on the latest of the following dates provided You are Actively at Work on that date:

- 1. If You enroll for coverage prior to the Policy effective date, the Policy effective date;
- 1. If *You* enroll for coverage within 31 days of *Your* eligibility date, on the first of the month that falls on or next follows the date *You* sign the *Enrollment Form*;
- 3. If *You* do not enroll for *Voluntary* coverage within 31 days after *Your* eligibility date, *You* must wait until the next *Annual Enrollment Period* to apply, unless *You* qualify because of a *Change in Family Status*.
  - a. 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.
  - b. Coverage requested within 31 days of a *Change in Family Status* will become effective on the first of the month that falls on or next follows the date *You* sign the *Enrollment Form*.

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

**Enrollment Form** means the application *You* complete to apply for coverage under the *Policy*. 00004

#### Change in Family Status

If You experience a Change in Family Status, You may enroll for Voluntary coverage, apply for additional coverage, or request changes to Your current Voluntary benefit program(s) without providing Evidence of Insurability, provided the benefit change is consistent with the Change in Family Status. You must submit the appropriate Enrollment Form within 31 days of the Change in Family Status.

Change in Family Status means changes in the status of Your family, including but not limited to:

- 1. You get married;
- 2. You have a Dependent Child, or You adopt or become the legal guardian of a Dependent child;
- 3. Your Spouse dies or You become divorced;
- 4. Your Dependent Child becomes emancipated or dies;
- 5. Your Spouse is no longer employed, resulting in a loss of group insurance, or;
- 6. You have a change in classification which results in You changing from part-time to full-time, or full-time to part-time.

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#### When is Evidence of Insurability required?

Evidence of Insurability is required if:

- 1. You are a late applicant, which means You enroll for insurance more than 31 days after Your eligibility date; or
- 2. You voluntarily canceled Your insurance and choose to reapply; or
- 3. Your coverage amount exceeds the Guarantee Issue Benefit Limit as set forth in the Schedule of Benefits; or
- 4. *You* enroll for additional coverage that is greater than the next higher coverage option during an *Annual Enrollment Period*.

Receipt of premium before We have approved Evidence of Insurability will not constitute acceptance and does not guarantee issuance of any benefit amount prior to Our approval.

**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 if *You* enroll within 31 days after *Your* eligibility date. *Evidence of Insurability* will be provided at *Your* expense if *You* are a late applicant, which means *You* enroll for insurance more than 31 days after *Your* eligibility date.

**Evidence of Insurability Form** means a form provided or approved by *Us* on which *You* provide a statement of *Your* medical history.

You may obtain an Evidence of Insurability Form from the Policyholder.

#### What is an Annual Enrollment period?

Unless otherwise specified, *Annual Enrollment Period* means a period of time during which eligible *Employees* may apply for *Voluntary* 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 *Voluntary* 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 *Voluntary* 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*.

#### 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 and Your Eligible Spouse and Eligible Dependent Children 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 Continuation or 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. You Enroll for a different coverage option; or
- 2. There is a *Policy* change; or
- 3. You enter another class and become eligible for a change in benefits; or
- 4. You experience a qualified Change in Family Status

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 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.

Additional Contributory coverage is subject to payment of premium.

Any decrease in coverage will take effect immediately.

Exception: Increases or decreases to *Your Voluntary* benefit program elected during the *Annual Enrollment Period* will become effective on the next Policy anniversary date, provided *You* are *Actively at Work* on that day.

#### Eligibility after You Terminate Employment

If *Your* coverage ends due to termination of employment and *You* do not elect continued coverage under the Continuation Benefit provision, *You* must meet all the requirements of a new *Employee* if *You* are rehired at a later date.

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

# THIS BENEFIT ONLY APPLIES TO YOU IF YOU HAVE ELECTED TERM LIFE INSURANCE AND YOU HAVE PAID OR AGREED TO PAY THE APPLICABLE PREMIUM.

#### 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 within two (2) years after the date of death.

When term life insurance coverage becomes a claim by death of an *Insured*, settlement shall be made upon receipt of due proof of death, or not later than 20 days after receipt of such proof. *We* will determine the amount of insurance payable based upon the *Schedule of Benefits*.

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#### Are Life Insurance Benefits payable for death by suicide?

Life Insurance benefits including Waiver of Premium, increased benefit amounts elected during subsequent *Annual Enrollment periods* and Accelerated Death Benefits, will not be payable for a loss caused by suicide or attempted suicide, while sane or insane, within two (2) years from the effective date of *Your* Term Life Insurance or the effective date of any increased amount of life insurance. *Our* liability for a death claim by suicide will be limited to the return of premium paid for this life insurance.

#### If You:

- 1. were covered for Voluntary life insurance under a prior carrier's policy; and
- 2. were insured under the *Policy* on its effective date;
- 3. and there was no lapse in coverage,

We will consider the time You were covered under the Policy and under the prior carrier's policy in determining if benefits are payable for death by suicide. The death benefit, if payable under this provision, will be the lesser of the benefit under the Policy or the benefit under the prior carrier's policy.

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#### 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.

Your beneficiary has the option to receive proceeds in one lump sum or in any settlement option offered by Us.

# 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.  $00014 \, \text{LA}$ 

#### 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 or Continuation provision, *You* may be asked to name a beneficiary. A beneficiary designation made in connection with Waiver of Premium or Continuation, 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 or Continuation provision.

If continuation of life insurance under the Waiver of Premium or Continuation 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 within two (2) years of the date 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.

If *You* have elected Continuation, conversion is not available for amounts continued under Continuation unless coverage under Continuation terminates. Conversion from Continuation will be as specified under Continuation.

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 Voluntary 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 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 and which provides *You* with substantially the same earning capacity as *Your* former earning capacity prior to the start of the disability.

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.

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. 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 not more than two (2) years after Your 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.

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#### ACCELERATED DEATH BENEFIT

The benefit paid under this provision may be taxable. If so, *You* or *Your* beneficiary may incur a tax obligation. As with all tax matters, *You* or *Your* beneficiary should consult a personal tax advisor to assess the impact of the benefit. Receipt of this benefit may adversely affect *Your* eligibility for Medicaid or other governmental benefits or entitlements.

#### What is the Accelerated Death Benefit?

The Accelerated Death Benefit is a percentage of Your group Voluntary term life insurance which is payable to You prior to Your death if We receive 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 Voluntary 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 Voluntary 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 medically determined condition which is expected to result in death within 12 months from the date that a claim for benefit under this provision is received by *Us. We* have the sole right to determine if such *Proof* is acceptable.

#### 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.

#### 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 certification by a Doctor.

**Proof** under the Accelerated Death Benefit means evidence satisfactory to *Us* that *You* have a *Terminal Condition*. We reserve the right to determine, at *Our* sole discretion, if *Proof* is acceptable.

#### 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:

- 1. the term life insurance benefit otherwise payable upon *Your* death will be reduced by the amount of the *Accelerated Death Benefit*;
- 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*.

#### 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 elect Continuation or 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.

00021 LA

#### **CONTINUATION BENEFIT**

# What is the Continuation Benefit?

If *Your Voluntary* Group Life Insurance, or any portion of it, terminates, *You* may elect to continue *Your* Life Insurance in accordance with the terms of the *Policy* by paying premiums directly to *Us*. The coverages eligible for Continuation and the Continuation Benefit Duration are set forth in the *Schedule of Benefits*.

The premiums for the coverage continued under the Continuation Benefit will not be the same as the premium *You* are charged for *Your* group Life insurance under the *Policy*. Continuation premium will be based on:

- 1. Our current rates for the applicant's age and class of risk at the time he elects Continuation; and
- 2. the amount of insurance continued under Continuation.

The maximum amount of Life Insurance which may be continued under Continuation is the amount of Life Insurance terminating at the time the Continuation Benefit is elected.

A beneficiary designation on the Application for Continuation, if different from the designation on *Your* enrollment form, shall constitute a change of beneficiary under the *Policy*, and that beneficiary designation will only apply while *Your* coverage continues under this Continuation Benefit provision.

The Waiver of Premium is not available for any *Insured* whose *Total Disability* begins after coverage under Continuation becomes effective. The Accelerated Death Benefit is not available for any *Insured* who is diagnosed with a *Terminal Condition* after coverage under Continuation becomes effective.

#### What are Eligibility Requirements for Employee Continuation?

To be eligible for Continuation, You must meet the following conditions:

- 1. You must have been insured under the Policy for at least one year prior to electing Continuation; and
- 2. *Your* Life Insurance, or a portion of it, must have terminated for reasons other than *Sickness, Injury*, retirement or termination of the master *Policy*; and
- 3. You must be less than 65 years of age; and
- 4. You must be able to perform the Material and Substantial duties of any Gainful Occupation for which You are qualified by education, training or experience; and
- 5. *You* must not have exercised the right to convert under the Conversion of Life Insurance provision the amount of Life Insurance *You* elect under the Continuation Benefit. If *You* elect the Continuation benefit, any amounts of Life Insurance which are not continued may be converted in accordance with the terms of the Conversion of Life Insurance provision.

*You* must submit an application for Continuation and the first premium within 31 days after the date *Your* Life Insurance terminated.

We reserve the right to rescind any coverage amounts continued under Continuation if it can be shown that You misrepresented any of the information provided to support eligibility for Continuation.

#### When will Continued Coverage Terminate?

Insurance continued under the Continuation Benefit provision of the *Policy* will terminate at the earliest of the following:

- 1. the date You return to work with the Policyholder while the Policy is still in force; or
- 2. the date You fail to pay the required premiums when due; or
- 3. the end of the Continuation Benefit Duration set forth in the Schedule of Benefits; or
- 4. the premium due date following the date a Dependent ceases to meet the definition of an *Eligible Dependent*.

If continuation of life insurance under the Continuation Benefit 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 according to the Facility of Payment provision.

#### Is Conversion available after coverage under Continuation ends?

If coverage under Continuation terminates according to (3) or (4) above, *You* may convert to an individual policy of whole life insurance in accordance with the terms of the Conversion provisions of the *Policy*. No *Evidence of Insurability* will be required. The amount of the conversion policy may not exceed the amount of life insurance which terminated as set forth above.

00022 LA

#### DEPENDENT LIFE INSURANCE

# THIS BENEFIT ONLY APPLIES IF YOU HAVE ELECTED DEPENDENT TERM LIFE INSURANCE AND YOU HAVE PAID OR AGREED TO PAY THE APPLICABLE PREMIUM.

#### What is the Dependent Life Insurance Benefit?

We will pay You the amount of insurance set forth in the Schedule of Benefits on the life of Your Dependent(s) while Your insurance is in force. Payment will be in one lump sum.

If You are not living at the time Dependent life insurance benefits become payable, We will pay the benefit:

- 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 sisters, if living; otherwise
- 5. to Your estate.

#### Are Life Insurance Benefits payable for death by suicide?

Life Insurance benefits will not be payable for a loss caused by suicide or attempted suicide, while sane or insane, within two (2) years from the effective date of *Your* covered Dependent's Term Life Insurance or the effective date of any increased amount of life insurance. Our liability for a death claim by suicide will be limited to the return of premium paid for this life insurance.

#### If *Your* covered Dependent(s):

- 1. were covered for life insurance under a prior carrier's policy;
- 2. were insured under the Policy on its effective date; and
- 3. and there was no lapse in coverage,

We will consider the time *Your* covered Dependent(s) were covered under the Policy and under the prior carrier's policy in determining if benefits are payable for death by suicide. The death benefit, if payable under this provision, will be the lesser of the benefit under the Policy or the benefit under the prior carrier's policy.

00023

#### Who is eligible for Dependent Life Insurance?

If *You* are insured for life insurance under the Policy and belong to a class listed in the Schedule of Benefits as eligible for Dependent Life Insurance benefits, *You* are eligible to enroll for this benefit. If *You* or *Your Spouse* are enrolled for Dependent Life Insurance and subsequently acquire a new *Eligible Dependent*, that *Dependent* will automatically be covered.

Note: No eligible person may be covered more than once under the Policy. If a person is covered as an *Employee*, he cannot be covered as a *Spouse* or *Dependent Child* of another *Employee*. If both parents are covered as insured *Employees* under the Policy, only one may enroll for life insurance coverage on *Eligible Dependent Child*(ren).

#### When does Dependent Life Insurance become effective?

#### Provided You:

- 1. have completed any required Employee Eligibility Waiting Period; and
- 2. apply for Dependent Life Insurance no later than 31 days after becoming eligible for this benefit; and
- 3. have paid or are obligated to pay any applicable premium.

Life insurance for *Your Eligible Dependent(s)* will become effective on the later of:

- 1. the date *Your* group insurance coverage becomes effective;
- 2. the effective date of the Dependent Life Insurance benefit;
- 3. the first of the month that falls on or next follows date *You* enroll *Your Eligible Dependent(s)*;

- 4. the first of the month that falls on or next follows the date You acquire Your Eligible Dependent(s); or
- 5. if *Evidence of Insurability* is required, the date We determine that evidence is satisfactory and We provide notice of approval.

If *You* enroll for Dependent Life Insurance more than 31 days after *You* are eligible to do so, *You* must furnish *Evidence* of *Insurability* satisfactory to *Us* for each *Dependent*, and coverage will become effective as set forth above.

If an *Eligible Dependent* is required to submit satisfactory *Evidence of Insurability* for any reason, insurance in the amount for which We require such evidence will become effective on the date *We* determine that the evidence is satisfactory and We provide notice of approval.

If an *Eligible Dependent* is *Hospital Confined* or *Your* eligible *Spouse* is unable to perform two of the *Activities of Daily Living* on the date coverage would otherwise become effective, insurance will not become effective until the date the *Eligible Dependent* is *No Longer Hospital Confined* or *Your Spouse* is able to perform at least two of the *Activities of Daily Living*.

#### When do changes in the Dependent Life Insurance benefit become effective?

If no *Evidence of Insurability* is required, increases in the amount of Dependent Life Insurance will become effective immediately on the date of the change, provided the *Dependent* is not *Hospital Confined* on that day. If the *Dependent* is *Hospital Confined*, the increase will become effective on the date the *Dependent* is *No Longer Hospital Confined*.

For amounts on which *Evidence of Insurability* is required, increases in the amount of Dependent Life Insurance will be effective on the date *We* determine that evidence is satisfactory; and, *We* provide notice of approval.

Any decrease in the amount of Dependent Life Insurance will become effective immediately on the date of the change. 00024

#### **Definitions which apply to the Dependent Life Insurance provision:**

#### Eligible Dependent means:

- 1. Your lawful Spouse; and/or
- 2. *Your* unmarried child(ren) who are within the age limits set forth in the Schedule of Benefits, and are not in active military service.

#### Child includes:

- 1. Your natural or step child.
- 2. a child placed with *You* for adoption from the date of placement or the date *You* are party in a suit in which *You* seek the adoption of the child. Eligibility will continue unless the child is removed from placement.
- 3. a child of *Your* child who is *Your* dependent for federal income tax purposes at the time application for coverage of the child of *Your* child is made.

Coverage will continue past the age limit for eligible *Dependent Children* who are primarily dependent upon *You* for support and who cannot work to support themselves due to a physical or mental incapacity which began before the age limit was reached. Proof of such incapacity must be provided to *Us* upon request. Proof of continued incapacity may be requested by *Us* not more frequently than once every two years.

*No Longer Hospital Confined* means the *Eligible Dependent* has been discharged from a hospital, nursing home or other medical facility which provides skilled medical care. This provision does not apply to *Your Dependent Child* born while *You* are insured under the Policy or covered under the prior policy.

*Spouse* means lawful spouse. 00026 LA

#### CONVERSION OF DEPENDENT LIFE INSURANCE

#### Can Dependent Life Insurance be converted if Eligibility Terminates?

Yes, a *Dependent* may convert to an individual policy of life insurance if his life insurance, or any 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 Dependent Life Insurance; or
- 3. You die; or
- 4. a Dependent Child reaches the limiting age under the Policy; or
- 5. a Dependent Spouse is no longer eligible as a result of divorce or dissolution of marriage; or
- 6. a *Dependent* is no longer eligible as defined in this provision.

In any of these situations, the *Dependent* may convert up to the amount which was in force on the date insurance was terminated provided You do not elect continued Dependent Life Insurance coverage under the Continuation Benefit provision.

#### How much can Your covered Dependent convert if the Policy is terminated or amended?

A Dependent may also convert to an individual policy of life insurance if his life insurance ceases because:

- 1. Dependent Life Insurance benefits under the Policy cease; or
- 2. the Policy is amended making the insured *Dependent* ineligible for Dependent Life Insurance; however,

he 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 the *Dependent* becomes eligible under this or any other group policy within 31 days after the date his 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 ceases. No *Evidence of Insurability* will be required.

The individual policy will be a policy of whole life insurance. It will not contain Accidental Death and Dismemberment benefits or any other supplementary 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 the applicant's attained age; and
- 2. the amount of the individual policy.

If the *Dependent* applies for an individual policy, the coverage under the individual policy will be effective on the day following the 31-day period during which he could apply for conversion.

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

- 1. the death occurred during the 31-day period during which he could have made application; and
- 2. We receive proof of death within two (2) years of the date of death.

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

00027 LA

# ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT (AD&D)

# THIS BENEFIT ONLY APPLIES TO YOU IF YOU HAVE ELECTED AD&D INSURANCE AND YOU HAVE PAID OR AGREED TO PAY THE APPLICABLE PREMIUM.

#### COVERAGE PLANS AVAILABLE

*Individual Plan*: If *You* enroll in the Individual Plan, *You* may select a Coverage Amount within the range set forth in the *Schedule of Benefits*, and *You* will be covered for the amount selected while coverage remains in force, subject to any adjustments resulting from an increase in age.

*Spouse Plan*: If *You* enroll in the Individual Plan, *You* may elect *Spouse* AD&D coverage. The *Spouse* AD&D benefit will be the percentage of the *Employee*'s Coverage amount as set forth in the *Schedule of Benefits*.

Note: No eligible person may be covered more than once under the *Policy*. If a person is covered as an *Employee*, he cannot be covered as a *Spouse* or *Dependent Child* of another *Employee*. If both parents are covered as insured *Employees* under the *Policy*, only one may enroll for life insurance coverage on *Dependent Child(ren)*. 00029

#### What is the AD&D Benefit?

If, while insured under the *Policy*, *You* or *Your* covered Dependent 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.

*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*. 00032

#### 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

#### EXPOSURE AND DISAPPEARANCE

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

#### **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 or Your Insured Dependent is 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 *Riot*. *Riot* 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.

#### **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 90 days after the date a *Loss* is incurred. If it is not possible to give *Us* written *Proof* within 90 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.

#### Time of Payment of Claim

Within 30 days from the date We have all necessary substantiating documentation for Your claim, We will pay Your benefit.

We will pay benefits to You unless otherwise indicated. If You die while Your claim is open, any due and unpaid benefit will be paid, at Our option, to the surviving person or persons in the first of the following classes of successive preference beneficiaries: Your 1) Spouse; 2) Children including legally adopted children; 3) parents; or 4) Your estate.

If any benefit is payable to an estate, a minor or a person not competent to give a valid release, *We* may pay up to \$1,000 to any relative or beneficiary of *Yours* whom *We* deem to be entitled to this amount. *We* will be discharged to the extent of such payment made by *Us* in good faith.

#### 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 LA

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# 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,
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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*.

Note: If premium has been paid beyond the termination of coverage date stated above, the *Employee's* coverage will continue until the expiration of such period for which premium has been paid, not to exceed thirty-one days. 00052a LA

#### 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

# When does Dependent Life Insurance coverage end?

Unless life and AD&D insurance is continued under the Continuation Benefit provision, Dependent Life Insurance coverage will end on the earliest of:

- 1. the date *You* are no longer *Actively at Work* (except in the case of disability, layoff or leave of absence as set forth above); or
- 2. the date on which the *Policy* is terminated;
- 3. the date You stop making any required contribution toward payment of premiums;
- 4. the effective date of an amendment to the *Policy* which terminates insurance for the class to which *You* belong; or
- 5. 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
- 6. the date a Dependent Child or Spouse no longer meets the Policy definition of Eligible Dependent.

Note: Coverage will continue past the age limit for eligible *Dependent Children* who are primarily dependent upon *You* for support and who cannot work to support themselves due to a physical or mental incapacity which began before the age limit was reached. *Proof* of such incapacity must be provided to *Us* upon request. 00054 LA

# 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 1 year 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 three 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 three 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. The *Policyholder* has agreed to deduct from *Your* pay any premiums payable for *Your Voluntary* coverage. The *Policyholder* agrees to remit such premiums for the entire time coverage under the *Policy* is in effect.

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 or the age of a Dependent, 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

Dearborn National Life Insurance Company 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 the sole discretion of Dearborn National and such decisions shall be final and conclusive.

00055 LA

#### **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.

**Contributory** means *You* pay all or a portion of the premium for this insurance coverage.

# Dependent or Eligible Dependent means:

- 1. Your lawful Spouse; and/or
- 2. *Your* unmarried child who is within the age limits set forth in the Schedule of Benefits, and who is not in active military service.

#### Child includes:

- 1. Your natural or step child.
- 2. a child placed with *You* for adoption from the date of placement or the date *You* are party in a suit in which *You* seek the adoption of the child. Eligibility will continue unless the child is removed from placement.
- 3. a child of *Your* child who is *Your* dependent for federal income tax purposes at the time application for coverage of the child of *Your* child is made.

00072 LA

**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.

**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* or *Eligible Dependent* covered under the Policy.

*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.

**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 LA

**Proof** under the Accelerated Death Benefit means evidence satisfactory to *Us* that *You* have a *Terminal Condition*. We reserve the right to determine, at our sole discretion, if Proof is acceptable.

**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.

00105

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

*Voluntary* means coverage for which *You* pay 100% of the premium.

*We, Our* and *Us* means Dearborn National Life Insurance Company, Chicago, Illinois.

*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

# DEARBORN NATIONAL LIFE INSURANCE COMPANY Chicago, Illinois

# AMENDATORY RIDER

This Rider, effective January 1, 2019, is part of the Policy or Certificate to which it is attached. It is subject to all provisions of the Policy or Certificate not in conflict with the provisions of this Rider.

The When does Your Contributory insurance become effective? section of the Group Term Life Insurance Certificate is revised to:

Contributory means You pay all or a portion of the premium for this insurance coverage.

You may apply for Voluntary insurance coverage during the Annual Enrollment Period as indicated in the Schedule of Benefits. Your coverage will become effective as follows, provided You are Actively at Work on that date:

Your Contributory coverage for amounts up to the Guarantee Issue Benefit Limit will become effective on the latest of the following dates provided You are Actively at Work on that date:

- 1. If *You* enroll for coverage prior to the Policy effective date and *Evidence of Insurability* is not required, the Policy effective date:
- 2. If *You* enroll for coverage within 31 days of *Your* eligibility date, on the first of the month that falls on or next follows the date *You* sign the *Enrollment Form*;
- 3. If *You* do not enroll for *Voluntary* coverage within 31 days after *Your* eligibility date, *You* must wait until the next *Annual Enrollment Period* to apply, unless *You* qualify because of a *Change in Family Status*.
  - a. 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.
  - b. Coverage requested within 31 days of a *Change in Family Status* will become effective on the first of the month that falls on or next follows the date *You* sign the *Enrollment Form*.

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

President

Michael M: Witwes.

Administrative Office: 1020 31st Street
Downers Grove, IL 60515

# DEARBORN NATIONAL LIFE INSURANCE COMPANY Chicago, Illinois

#### AMENDATORY RIDER

This Rider, effective January 1, 2019, is part of the Policy or Certificate to which it is attached. It is subject to all provisions of the Policy or Certificate not in conflict with the provisions of this Rider.

#### When is Evidence of Insurability required?

Evidence of Insurability is required if:

- 1. *You* are a late applicant, which means *You* enroll for insurance more than 31 days after *Your* eligibility date or *You* were eligible to enroll under the *Prior Policy* and did not enroll before the expiration of the time allowed to enroll; or
- 2. You voluntarily canceled Your insurance and choose to reapply; or
- 3. Your coverage amount exceeds the Guarantee Issue Benefit Limit as set forth in the Schedule of Benefits; or
- 4. *You* enroll for additional coverage that is greater than the next higher coverage option during an *Annual Enrollment Period*.

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

President

Mikael St. Witwes.

# DEARBORN NATIONAL® LIFE INSURANCE COMPANY Chicago, Illinois

#### AMENDATORY RIDER

This Rider is effective January 1, 2019. It is part of the Policy or Certificate to which it is attached. It is subject to all provisions of the Policy or Certificate not in conflict with the provisions of this Rider.

#### CAMPUS VIOLENCE BENEFIT

#### What is the Campus Violence Benefit?

We will pay an additional amount, as shown below, to *You*, or in the event of *Your* death, to *Your* designated beneficiary if, as the result of a violent event on Campus, *An Insured Person* suffers:

- 1. Injury or Loss of Life; and
- 2. Injury or Loss of Life is the direct result of the following;
  - a. Shooting, stabbing, bombing, poisoning, aggravated assault or other similar activity directed at *Employees* or students of the *Policyholder*; and
  - The *Injury* or Loss of Life is inflicted by persons other than *Employees* or members of *Your* family or household.

This benefit is payable in addition to any other benefits provided under the *Policy*.

For purposes of the Campus Violence Benefit, *Campus* means any building or property owned or controlled by an institution within the same reasonably contiguous geographic area and used by the institution in direct support of, or in a manner related to, the institution's educational purposes. This also includes residence halls. It also includes any building or property owned or controlled by a student organization that is officially recognized by the institution; or any building or property owned or controlled by an institution that is used in direct support of, or in relation to, the institution's educational purposes; is frequently used by students, and is not within the same reasonably contiguous geographic area of the institution. Examples include:

- a. research facilities;
- b. university-owned hospitals;
- c. off-campus student housing facility owned by a third party that has a written contract with the institution to provide student housing;
- d. student residential facility owned or controlled by the institution;
- e. a publicly owned athletic stadium that is leased by the institution for its athletic events or other institution functions

In the event of a covered *Injury* and Loss of Life resulting from the same incident, only one benefit, the Loss of Life benefit, will be payable.

For purposes of the Campus Violence Benefit only:

**Hospital Confinement** means the assignment to a bed as an inpatient in a Hospital on the advice of a *Doctor* for a period no less than 24 continuous hours or confinement in an observation unit within a Hospital for a period of no less than 20 continuous hours on the advice of a *Doctor*.

*Injury* means bodily harm or damage resulting in *Hospital Confinement* directly from a campus violence event.

The additional amount payable is as follows:

Loss of Life = 25% of Principal Sum to maximum of \$50,000 Injury = 10% of Principal Sum to maximum of \$25,000

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

Michael M: Wateres.

# SUMMARY OF THE LOUISIANA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION LAW AND NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS

Residents of Louisiana who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are required by law to be members of LLHIGA. The purpose of LLHIGA is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this happens, LLHIGA will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. However, the valuable extra protection provided by these insurers through LLHIGA is limited. As noted in the disclaimer below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

#### **DISCLAIMER**

The Louisiana Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent. COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY. Even if coverage is provided, there are significant limits and exclusions. Coverage is generally conditioned upon residence in this state. Other conditions may also preclude coverage.

Insurance companies and insurance agents are prohibited by law from using the existence of the association or its coverage to sell you an insurance policy.

You should not rely on the availability of coverage under the Louisiana Life and Health Insurance Guaranty Association when selecting an insurer.

The Louisiana Life and Health Guaranty Association or the Department of Insurance will respond to any questions you may have which are not answered by this document.

#### LLHIGA

P.O. Drawer 44126 Baton Rouge, Louisiana 70804

# **Department of Insurance**

P.O. Box 94214

Baton Rouge, Louisiana 70804-9214

The state law that provides for this safety-net coverage is called the Louisiana Life and Health Insurance Guaranty Association Law (the Law), and is set forth at R.S. 22:2081 et seq. The following is a brief summary of this Law's coverage, exclusions and limits. This summary does not cover all provisions of the Law; nor does it in any way change any person's rights or obligations under the Law or the rights or obligations of LLHIGA.

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a direct non-group life, health or annuity policy or contract, a certificate under a direct group policy or contract for a supplemental contract to any of these or an unallocated annuity contract, issued by an insurer authorized to conduct business in Louisiana. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state unless they are afforded coverage by the guaranty association of another state, or other circumstances described under the law are applicable.

#### **EXCLUSIONS FROM COVERAGE**

A person who holds a direct non-group life, health, or annuity policy or contract, a certificate under a direct group policy or contract for a supplemental contract to any of these, or an unallocated annuity contract is not protected by LLHIGA if:

- 1. he is eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose Guaranty Association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state:

3. his policy was issued by a profit or nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, an insurance exchange, an organization that issues charitable gift annuities as is defined in R.S. 22:952(A)(3), or any entity similar to any of these.

#### LLHIGA also does not provide coverage for:

- 1. any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- 2. any policy of reinsurance (unless an assumption certificate was issued);
- 3. interest rate or crediting rate yields, or similar factors employed in calculating changes in value, that exceed an average rate;
- 4. dividends, premium refunds, or similar fees or allowances described under the Law;
- 5. credits given in connection with the administration of a policy by a group contract holder;
- 6. employers', associations' or similar entities' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them) or uninsured;
- 7. unallocated annuity contracts (which give rights to group contract holders, not individuals), except unallocated annuity contracts and defined contribution government plans qualified under section 403(b) of the United States Internal Revenue Code (26 U.S.C. 403(b));
- 8. an obligation that does not arise under the express written terms of the policy or contract issued by the insurer to the policy owner or contract owner, including but not limited to, claims described under the law;
- 9. a policy or contract providing any hospital, medical, prescription drug or other health care benefits pursuant to "Medicare Part C coverage" or "Medicare Part D coverage" and any regulations issued pursuant to those parts;
- 10. interest or other changes in value to be determined by the use of an index or other external references but which have not been credited to the policy or contract or as to which the policy or contract owner's rights are subject to forfeiture, as of the date the member insurer becomes an impaired or insolvent insurer, whichever is earliest.

#### LIMITS ON AMOUNT OF COVERAGE

- 1. The Louisiana Life and Health Insurance Guaranty Association Law also limits the amount that LLHIGA is obligated to pay out.
- 2. The benefits of which LLHIGA may become liable shall in no event exceed the lesser of the following.
  - a. LLHIGA cannot pay more than what the insurance company would owe under a policy or contract if it were not an impaired or an insolvent insurer.
  - b. for any one insured life, regardless of the number of policies or contracts there are with the same company, LLHIGA will pay a maximum of \$300,000 in life insurance death benefits, but not more than \$100,000 in net cash surrender and net cash withdrawal values for life insurance.
  - c. for any one insured life, regardless of the number of policies or contracts there are with the same company, LLHIGA will pay a maximum of \$500,000 in health insurance benefits, and LLHIGA will pay a maximum of \$250,000 in present value of annuities, including net cash surrender and net cash withdrawal values.
- 3. In no event, regardless of the number of policies and contracts there were with the same company, and no matter how many different types of coverages, LLHIGA shall not be liable to expend more than \$500,000 in the aggregate with respect to any one individual.

#### DEARBORN NATIONAL ® 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.

- Your Beneficiaries have unlimited telephone access to grief counselors, legal advisors and financial advisors for up to one year from the date of loss; and,
- Your Beneficiaries 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.
- On-line Will Preparation Service which provides access to on-line tools and resources to help You create Your will.

#### 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 National 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 M: Waters.

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

#### DEARBORN NATIONAL ® 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 National 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

Mikael 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.





Administrative Office:

1020 31st Street • Downers Grove, Illinois 60515-5591

Products and services marketed under the Dearborn National® brand and the star logo are underwritten and/or provided by Dearborn National® Life Insurance Company (Downers Grove, IL) in all states (excluding New York), the District of Columbia, the United States Virgin Islands and Puerto Rico.