

Group Term Life and AD&D Insurance

Certificate of Insurance for Employee



CITY OF AUSTIN

F019127-0001

Class 1-01

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, the British Virgin Islands, Guam and Puerto Rico.

06/03/2015

Dearborn National® Life Insurance Company

Administrative Office:
1020 31st Street
Downers Grove IL 60515-5591

(A stock life insurance company, herein called the “We” “Us” or “Our”)

Having issued Group Policy No. F019127-0001

(herein called the Policy)

to

CITY OF AUSTIN

(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


President

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

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

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

Basic & Supplemental Group Term Life Insurance Certificate
with
Accidental Death & Dismemberment and Dependent Life Insurance Benefits
Non-Participating

**IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE
TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION
(For insurers declared insolvent or impaired on or after September 1, 2011)**

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

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

Eligibility for Protection by the Association

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

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

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:

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

Life Insurance:

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

Individual Annuities:

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

Group Annuities:

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

Aggregate Limit:

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

These limits are applied for each insolvent insurance company.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an

insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.

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

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

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Employee Benefits Division at:

1-512-974-3284

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

1-800-348-4512

You may also write to Dearborn National Life Insurance Company at:

1020 31st Street, Downers Grove, IL 60515-5591

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

1-800-252-3439

You may write the Texas Department of Insurance

P. O. Box 149104
Austin, TX 78714-9104
FAX: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

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

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

AVISO IMPORTANTE

Para informacion o para someter una queja:

Puede comunicarse con su División de Beneficios de Empleado al:

1-512-974-3284

Usted puede llamar al numero de telefono gratis de Dearborn National[®] Life Insurance Company para informacion o para someter una queja al:

1-800-348-4512

Usted tambien escribir a Dearborn National Life Insurance Company al:

1020 31st Street, Downers Grove, IL 60515-5591

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P. O. Box 149104
Austin, TX 78714-9104
FAX: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con al Departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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SCHEDULE OF BENEFITS

POLICYHOLDER: CITY OF AUSTIN
POLICY NUMBER: F019127-0001
EFFECTIVE DATE: January 1, 2015
ANNUAL ENROLLMENT PERIOD: Mid October – Mid November
PLAN YEAR: January 1 to December 31

ELIGIBILITY: All active *Employees*, City Manager, Assistant City Managers, Department Directors, Assistant Department Directors, designated Charter Exempt *Employees*, Mayor and City Council Members working in the United States of America who are *Actively at Work* for the *Policyholder*, and who have completed the Waiting Period are eligible for the insurance. A full-time *Employee* is one who regularly works a minimum of 30 hours per week for the *Policyholder*. A part-time *Employee* is one who is regularly scheduled to work a minimum of 1 hour, but less than 30 hours per week for the *Policyholder*. Seasonal and temporary *Employees* of the *Policyholder* are not eligible.

Class 01

An eligible *Employee*, City Manager, Assistant City Manager, Department Director, Assistant Department Director, designated Charter Exempt *Employee*, Mayor or City Council Member* of the *Policyholder* is only eligible for benefits as an *Actively at Work Employee*, or if approved under the Waiver of Premium provision, under the Waiver of Premium provision. At no time will benefits be payable as both an *Actively at Work Employee* and as a *Totally Disabled Employee* under Waiver of Premium provisions.

*Mayor and Council Members who waive all, or a portion of, their salary will be enrolled in Basic Life insurance. The coverage amount will be set at the budgeted salary rate for their position.

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

Policyholder Contribution:

Full-time <i>Employees</i>	Basic Life & AD&D	100% of premium
	Dependent Life	0% of premium
	<i>Supplemental</i> Life & AD&D	0% of premium
Part-time <i>Employees</i> Scheduled 20-29 hours per week	Basic Life & AD&D	50% of premium
	Dependent Life	0% of premium
	<i>Supplemental</i> Life & AD&D	0% of premium
Part-time <i>Employees</i> Scheduled < 20 hours per week	Basic Life & AD&D	0% of premium
	Dependent Life	0% of premium
	<i>Supplemental</i> Life & AD&D	0% of premium

GROUP TERM LIFE INSURANCE

***Employee* Basic Life Benefit Amount**

The Basic Life Benefit Option elected on *Your Enrollment Form*:
 Option 1: 1 times *Annual Earnings* rounded down to the next lower multiple of \$1,000; with a minimum of \$20,000.
 Option 2: \$50,000 (*Employee* elected capped benefit)
 Available to *Employees* with *Annual Earnings* exceeding \$50,000.

Employee Supplemental Life Benefit Amount A multiple of 1, 2, 3 or 4 times *Annual Earnings*, rounded down to the next lower multiple of \$1,000.

Employee must have Basic Life Benefits to enroll in *Supplemental Life*.

Annual Earnings means *Your* gross annual income from the *Policyholder*. It includes *Your* total income before taxes and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. *Annual Earnings* does not include income received from commissions, bonuses, shift differential, overtime, service incentive pay, lump sum payments or any other extra compensation, or income received from sources other than the *Policyholder*.

Guarantee Issue Benefit Limit

Employee Basic: Option 1 or 2

Employee Supplemental: 4 times *Annual Earnings* with initial eligibility.

Dependent Life Amounts: Option 1 or 2

Amounts in excess of the Guarantee Issue Benefit Limit are subject to satisfactory *Evidence of Insurability*

Reduction of Benefits

None. Benefits terminate at retirement, unless on Waiver of Premium.

Waiver of Premium

Waiver Eligibility

Totally Disabled prior to age 65

Insured Eligibility

Employee

Accelerated Death Benefit (ADB)

Benefit Amount

50% Basic and *Supplemental* Term Life Insurance In force

Insured Eligibility

Employee

Minimum Covered Life Insurance Amount

\$20,000

Maximum ADB Payment

\$500,000

Minimum ADB Payment

\$10,000

DEPENDENT TERM LIFE INSURANCE

Spouse Benefit Amount

Includes *Domestic Partner*

The Dependent Life Benefit Option elected on *Your Enrollment Form*:

Dependent Child Benefit Amount

Age live birth to 26 years

Dependent Life Benefit Options:		
Option	Spouse	Child(ren)
1	\$10,000	\$5,000
2	\$20,000	\$10,000

GROUP ACCIDENTAL DEATH & DISMEMBERMENT

Employee Basic AD&D Coverage Amount

An amount equal to the *Employee* Basic Life Amount in force

Employee Supplemental AD&D Coverage Amount

An amount equal to the *Employee Supplemental* Life Amount in force

Reduction of Benefits

None

Seat Belt Benefit

10% of *Employee* Coverage Amount, to a maximum of \$10,000

Air Bag Benefit

10% of *Employee* Coverage Amount to a maximum of \$10,000

Repatriation Benefit

Actual costs to a maximum of \$5,000

ELIGIBILITY AND EFFECTIVE DATE PROVISIONS

Who is eligible for this insurance?

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

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

When does Your Noncontributory insurance become effective?

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

Current Employees

If *You* are an eligible *Employee* on the *Policy* effective date, *Your Noncontributory* coverage under the *Policy* will become effective on the *Policy* effective date.

New Employees

If *You* become an eligible *Employee* after the *Policy* effective date, *Your Noncontributory* coverage under the *Policy* will become effective on *Your* eligibility date.

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 insurance coverage when *You* are initially eligible, with a *Change in Family Status*, and during the *Annual Enrollment Period* as indicated on 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:

1. If *You* enroll for coverage prior to the *Policy* effective date, the *Policy* effective date;
2. If *You* enroll for coverage within 31 days of *Your* eligibility date, on *Your* eligibility date;
3. If *You* do not enroll for 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* due to a newly acquired Eligible Dependent child will become effective as of the date of birth, adoption, placement for adoption, guardianship or conservatorship of the child.
 - c. Coverage requested within 31 days of a *Change in Family Status* for reasons other than a newly acquired *Eligible Dependent* child will become effective on the first day of the pay period following the date *You* submit the *Enrollment Form* to the *Policyholder*.

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*.

Change in Family Status

If *You* experience a *Change in Family Status*, *You* may enroll for coverage, apply for additional coverage, or request changes to *Your* current 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 a change in status as defined in the regulations under Internal Revenue Code section 125, unless the *Policyholder's* cafeteria plan document or human resource policy contains more restrictive provisions. In that event, the *Policyholder* may restrict the situations in which *You* can change *Your* coverage.

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* enroll or apply to increase *Your Supplemental* coverage amount by more than one times Annual Earnings during an Annual Enrollment Period, or with a Change in Family Status; or
3. *You* voluntarily canceled *Your* insurance and choose to reapply outside of an Annual Enrollment Period or Change in Family Status; or
4. *Your* coverage amount exceeds the Guarantee Issue Benefit Limit as set forth in the Schedule of Benefits.

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* are a late applicant, which means *You* enroll for insurance more than 31 days after *Your* eligibility.

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 life coverage or request changes to their life benefit plan. The *Annual Enrollment Period* is shown on the *Schedule of Benefits*.

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

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

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

What happens if We are replacing a Prior Policy if You are Totally Disabled? 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 *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 amount of coverage *You* are eligible for under *Our Policy*; reduced by any amount in-force, paid or payable under the *Prior Policy*, or 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.

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. There is a change in *Your Annual Earnings*, which results in an increased benefit amount.

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 on the date determined by the *Policyholder*, but not more than 60 days past the date requested.

Exception: Increases or decreases to *Your* 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, *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*.

GROUP 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.

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

Interest will accrue from the date *We* receive all required proofs to the date *We* accept the claim and offer to pay. The interest rate will not be less than the rate of interest payable on proceeds left on deposit with *Us*.

Who will receive Your Life Insurance Benefits?

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

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

Facility of Payment

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

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

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

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 date *You* signed the change request form. If *You* die before the change has been recorded, *We* will not alter any payment

that *We* have already made. Any prior payment shall fully discharge *Us* from further liability in that amount.

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

CONVERSION OF LIFE INSURANCE

How much Life Insurance may You convert if eligibility terminates?

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

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

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

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

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

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

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

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

How to apply for conversion

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

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

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

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

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

If *You* die during a period when *You* would have been entitled to have an individual policy issued to *You* and if *You* die before such an individual policy became effective, *We* will pay *Your* beneficiary the

greatest amount of group term life insurance for which an individual policy could have been issued, provided:

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

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

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

WAIVER OF PREMIUM

What is the Waiver of Premium benefit?

We will continue *Your* Basic and Supplemental 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 65; and
3. *You* provide *Us* with satisfactory written proof within 12 months after the date *You* became *Totally Disabled*; and
4. *You* are still *Totally Disabled* when *You* submit the proof of disability; and
5. all required premium has been paid.

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

We will waive premium beginning the first of the month following the date *We* receive satisfactory proof that *You* are *Totally Disabled*. Premium will continue to be waived provided *You*:

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

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

You will be covered for the amount of life insurance in force as of the date *Total Disability* commenced. The amount of life insurance continued in force will be subject to any reduction in benefits 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*.

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

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

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

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

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

If continuation of life insurance under the Waiver of Premium provision ceases while the *Policy* is still in force, and *You* are employed by the *Policyholder*, *Your* life insurance will continue provided premium payments begin on the next premium due date.

If 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 are approved for Waiver of Premium?

Your coverage under the *Policy* will end if the *Policy* ends before *You* are approved for Waiver of Premium. 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. *You* must be *Totally Disabled*, prior to the date the *Policy* ends. Insurance under the *Policy* will not go into effect, until We approve *Your* claim in writing.

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, 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. If We determine that *You* do not qualify, *Your* claim will be denied and no benefits will be payable under this *Policy*. However, *You* may still be eligible for benefits under an individual policy of life insurance, provided *You* converted *Your* coverage when the *Policy* ended, the individual policy is in force, and any applicable conversion premium was paid when due.

ACCELERATED DEATH BENEFIT

What is the Accelerated Death Benefit?

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

The *Accelerated Death Benefit* is calculated on the group *Basic and Supplemental* term life insurance benefit amount in force under the Policy on the date *You* are diagnosed with a *Terminal Condition*.

Who is Eligible for an Accelerated Death Benefit?

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

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

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

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

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

The Accelerated Death Benefit Payment

We will pay the benefit during *Your* lifetime if *You* are diagnosed with a *Terminal Condition* if *You* or *Your* legal representative submits a claim for an *Accelerated Death Benefit* and provides satisfactory proof. The benefit will be paid in one sum to *You*. There is no cost for an *Accelerated Death Benefit*. At the time of the payment of the *Accelerated Death Benefit*, *We* will send a statement to the certificate holder specifying the amount of benefits paid, the effect of the *Accelerated Death Benefit* payment on the death benefit face amount, and the amount of benefits remaining available for acceleration.

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

The *Accelerated Death Benefit* will not be payable:

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

Notice and Proof of Claim

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

Effect on Insurance

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

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

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

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.

Who is eligible for Dependent Life Insurance?

If *You* are insured for life insurance under the *Policy*, *You* are eligible to enroll for this benefit. If *You* are enrolled for Dependent Life Insurance with at least one *Eligible Dependent Child*, 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; or
3. the first day of the pay period that next follows the date *You* enroll *Your Eligible Dependent(s)*; however, if *You* acquire a newly *Eligible Dependent Child*, coverage will be effective as of the date *You* acquire *Your Eligible Dependent Child(ren)*.

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

You may change Your Dependent Life Benefit Option during the *Annual Enrollment Period* unless You qualify because of a *Change in Family Status*. Changes will become effective as follows:

1. Requests for changes to existing coverage made during the *Annual Enrollment Period* will become effective on the *Policy* anniversary date.
2. Coverage requested within 31 days of a *Change in Family Status* due to a newly acquired *Eligible Dependent* child will become effective as of the date of birth, adoption, placement for adoption, legal guardianship or conservatorship of the newly acquired *Eligible Dependent* child.
3. Coverage requested within 31 days of a *Change in Family Status* other than a newly acquired *Eligible Dependent* child will become effective on the first day of the pay period following the date you submit the *Enrollment Form* to the *Policyholder* .

Definitions which apply to the Dependent Life Insurance provision:

Dependent or ***Eligible Dependent*** means:

1. Your lawful *Spouse* or *Domestic Partner*; and/or
2. Your child(ren) who are not in active military service; and are
 - a. younger than 26 years of age; or
 - b. physically or mentally disabled and under the parents' supervision.

Child includes:

1. Your natural or step child; or child of Your *Domestic Partner*, when Your *Domestic Partner* is insured under the *Policy*;
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 for whom You have been appointed Legal Guardian or Conservator by a court of law; or
4. an unmarried 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.

Dependent Child - See *Dependent* or *Eligible Dependent*

Spouse means lawful spouse. *Spouse* will include Your *Domestic Partner*.

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.

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.

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.

ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT (AD&D)

What is the AD&D Benefit?

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

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

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

Definitions which apply to the AD&D Provision:

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

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

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

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

Paraplegia means total *Paralysis* of both legs.

Quadriplegia means total *Paralysis* of both arms and both legs.

Uniplegia means total *Paralysis* of one limb.

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

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

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 in an *Automobile* with a valid driver's license and 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.

AIR BAG BENEFIT

What is the Air Bag Benefit?

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

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

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

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

REPATRIATION BENEFIT

What is the Repatriation Benefit?

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

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

EXPOSURE AND DISAPPEARANCE

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

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. suicide or attempted suicide, while sane or insane; or
3. any intentionally self-inflicted *Injury*; or
4. war, declared or undeclared, whether or not *You are* a member of any armed forces; or
5. 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, except for police and emergency service personnel while performing the duties of their job for the *Policyholder*; or
6. commission of, participation in, or an attempt to commit an assault or felony; or
7. 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
8. 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
9. 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*.

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).

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 last day of the pay period for which premiums were paid if *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 last day of the month in which *You* are retired or pensioned, unless coverage was continued under the Waiver of Premium provision; or
5. the last day of the pay period in which *You*:
 - a. are no longer a member of a class eligible for this insurance,
 - b. request termination of coverage under the *Policy*, or
 - c. are no longer *Actively at Work* as the result of an approved leave of absence or a termination with severance package. However, *You* may continue to be eligible for group insurance coverage, as follows:

Leave of Absence Until the end of the month in which the leave of absence ends, as approved by the *Policyholder*, 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.

If *You* choose not to continue benefits during an approved leave of absence, *Your* benefits will terminate as of the last day of the pay period for which premium was paid. Benefits will resume as of the date *You* return to work from the *Policyholder* approved Leave of Absence, provided the required premium is paid, the *Policy* is in force and *Your* coverage is not replaced with group life insurance provided by a new carrier. *Evidence of Insurability* will not be required if benefits resume without an increase. Upon return to *Active Work*, if *You* have missed the *Annual Enrollment Period*, *You* may enroll for an increase of no more than 1 times *Annual Earnings* without *Evidence of Insurability*, provided *You* enroll within 31 days of return to *Active Work*.

Termination with Severance In the event *You* are terminated with a severance package that includes continuation of *Your* coverage under this *Policy*, *Your* coverage will continue until the end of the twelfth month following the date of termination, or until the end of the month for the defined period of time as mutually agreed upon, in advance, between the City of Austin and Dearborn National; 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.

6. the last day of the month in which *You* are no longer *Actively at Work* as a result of *Total Disability*. However, *You* may continue to be eligible for group insurance coverage, as follows:

Total Disability Until the end of the twelfth month following the month for the date of *Total Disability*, or the end of the month in which *You* are approved for Waiver of Premium if earlier, 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.

When does Dependent Life Insurance coverage end?

Dependent Life Insurance coverage will end on the earliest of:

1. the last day of the pay period in which *You* are no longer *Actively at Work* (except in the case of an approved leave of absence as set forth above); or
2. the date on which the *Policy* is terminated;
3. the last day of the pay period for which premiums were paid if *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;
5. the last day of the month during which *You* are retired or pensioned; or
6. the last day of the pay period in which *You*:
 - a. are no longer a member of a class eligible for this insurance,
 - b. request termination of coverage under the *Policy*; or
7. the last day of the pay period in which a *Dependent Child* or *Spouse* no longer meets the *Policy* definition of *Eligible Dependent*; unless the *Dependent Child* no longer meets the definition because they exceed the limiting age. Coverage will terminate on the last day of the month in which the *Eligible Dependent* child attains the limiting age.

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.

GENERAL PROVISIONS

Entire Contract; Changes

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

Statements on the Application

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

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

Legal Actions

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

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

Clerical Error

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

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

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

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

Incontestability

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

Premium Provisions

Premiums are payable in United States dollars on or before their due dates. The *Policyholder* has agreed to deduct from *Your* pay any premiums payable for *Your Contributory* 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, 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.

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 or part-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 or eligible for regular earnings as reported 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. any non-scheduled work day;
4. sick or vacation leave; or
5. approved leave of absence.

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*.

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* or *Domestic Partner*; and/or
2. *Your* child(ren) who are not in active military service; and are
 - a. younger than 26 years of age; or
 - b. physically or mentally disabled and under the parents' supervision.

Child includes:

1. *Your* natural or step child, or child of *Your Domestic Partner*, when *Your Domestic Partner* is insured under *Policy*;
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 for whom *You* have been appointed Legal Guardian or Conservator by a court of law; or
4. an unmarried 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.

Dependent Child - See *Dependent or Eligible Dependent*

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

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

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

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

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

neither *You* nor *Your Domestic Partner* is a *Domestic Partner* of anyone else.

Employee means an *Actively at Work* 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.

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

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* 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.

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

Insured means an *Employee* or *Eligible Dependent* covered under the *Policy*.

Male Pronoun whenever used includes the female.

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

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

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

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*.

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

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

Spouse means lawful spouse. Spouse will include *Your Domestic Partner*.

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

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

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*.

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.

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

How the Beneficiary Resource Services are accessed

You or **Your** beneficiaries may access these services by contacting Bensinger, DuPont & Associates at 1- 800-769-9187, the program administrator for *Beneficiary Resource Services*. Additional contact information will be provided at the time a claim for a loss covered under the Policy is made. Dearborn 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

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

NOTICE
to
the Policyholder and Certificateholder Insured under
the Group Term Life Insurance Policy
Provided by Dearborn National Life Insurance Company®
Regarding the Beneficiary Resource Services Noninsurance Benefit

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

Noninsurance Benefit Description

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

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

There is no charge for this service.

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

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

Why This Service is Being Made Available

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

Accessing Beneficiary Resource Services

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

Termination of the Noninsurance Benefit

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

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

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

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

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

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

NOTICE
to
the Policyholder and Certificate holder under
the Group Term Life Insurance Policy
Provided by Dearborn National Life Insurance Company
Regarding the Travel Resource Services Noninsurance Benefit

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

Noninsurance Benefit Description

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

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

There is no charge for this noninsurance benefit.

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

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

Why This Service is Being Made Available

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

Accessing Travel Resource Services

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

Termination of the Noninsurance Benefit

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

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

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

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



Administrative Office:
1020 31st Street • Downers Grove, IL 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, the British Virgin Islands, Guam and Puerto Rico.