

# Term Life and AD&D Insurance

*Employee Benefit Booklet*



**OSWEGO COMMUNITY UNIT SCHOOL DISTRICT 308**

**F023119-0001**

**Class 1-04**

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.

**Rev. 07/21/2021**

**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. F023119-0001**

(herein called the *Policy*)

**to**

**OSWEGO COMMUNITY UNIT SCHOOL DISTRICT 308**

(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

**Basic & Supplemental Group Term Life Insurance Certificate with Accidental Death & Dismemberment  
Dependent Life Insurance with Dependent Accidental Death and Dismemberment Benefits**

**Non-Participating**

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## ***SCHEDULE OF BENEFITS***

**POLICYHOLDER:** OSWEGO COMMUNITY UNIT SCHOOL DISTRICT 308  
**POLICY NUMBER:** F023119-0001  
**EFFECTIVE DATE:** January 1, 2019 (Retroactively amended effective January 1, 2019)  
**ANNUAL ENROLLMENT PERIOD:** 11/1-11/30

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**ELIGIBILITY: Class 04** All active Full-time and Part-time Employees of the Oswego Education Association 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 and part-time *Employee* is one who regularly works a minimum of 20 hours per week for the *Policyholder*. Seasonal and temporary *Employees* of the *Policyholder* are not eligible.

**Eligibility Waiting Period:**

|                            |                                                                                                                 |
|----------------------------|-----------------------------------------------------------------------------------------------------------------|
| Current <i>Employees</i> : | First of the month following or coincident with Date of Hire of continuous, full-time and part-time active work |
| New <i>Employees</i> :     | First of the month following or coincident with Date of Hire of continuous, full-time and part-time active work |

**Policyholder Contribution:**

|                          |                 |
|--------------------------|-----------------|
| Basic Life & AD&D        | 100% of premium |
| Dependent Life & AD&D    | 0% of premium   |
| Supplemental Life & AD&D | 0% of premium   |

### **GROUP TERM LIFE INSURANCE**

**Employee Basic Life Benefit Amount** 1.00 times *Annual Earnings* from a minimum of \$10,000 to a maximum of \$50,000 rounded to the next higher \$1,000

**Employee Supplemental Life Benefit Amount** Incremental selection from a minimum of \$10,000 to a maximum of \$500,000 in increments of \$10,000, not to exceed 5 times *Annual Earnings*

***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, overtime pay, any other extra compensation, or income received from sources other than the *Policyholder*.

**Guarantee Issue Benefit Limit**

|  |                                          |
|--|------------------------------------------|
|  | <i>Employee Supplemental</i> : \$200,000 |
|  | <i>Spouse Supplemental</i> : \$50,000    |

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

**Reduction of Benefits**

Basic Group Term Life benefits reduce by 35% of the original amount at age 70 and further reduce to 50% of the original amount at age 75. Benefits terminate at retirement.

*Supplemental* Group Term Life benefits reduce by 35% of the original amount at age 70 and further reduce to 50% of the original amount at age 75. Benefits terminate at retirement.

*Dependent Spouse Supplemental* Group Term Life benefits reduce by 35% of the original amount at age 70 and further reduce to 50% of the original amount at age 75. 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                | <i>Employee</i>                                                                                       |
| Maximum Waiver of Premium Duration | Age 70                                                                                                |

**Accelerated Death Benefit (ADB)**

|                                       |                                                                                             |
|---------------------------------------|---------------------------------------------------------------------------------------------|
| Benefit Amount                        | 75% (75% is maximum in Illinois) Basic and <i>Supplemental</i> Term Life Insurance In force |
| Insured Eligibility                   | <i>Employee</i>                                                                             |
| Minimum Covered Life Insurance Amount | \$15,000                                                                                    |
| Maximum ADB Payment                   | \$500,000                                                                                   |
| Minimum ADB Payment                   | \$7,500                                                                                     |

**Portability**

|                              |                                   |
|------------------------------|-----------------------------------|
| Benefit Eligibility          | <i>Supplemental</i> Life          |
| Insured Eligibility          | <i>Employee, Dependent Spouse</i> |
| Portability Benefit Duration | Age 65                            |

**DEPENDENT TERM LIFE INSURANCE**

|                                             |                                                                                                                                                                                                                                                                      |
|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Spouse</i> Benefit Amount                | <i>Supplemental</i> : Incremental selection from a minimum of \$5,000 to a maximum of \$500,000 in increments of \$5,000, not to exceed 100% of the <i>Employee</i> amount                                                                                           |
| Includes <i>Registered Domestic Partner</i> |                                                                                                                                                                                                                                                                      |
| <i>Child(ren)</i> Benefit Amount            | <i>Supplemental</i> :<br>\$1,000 - Age live birth to 15 days<br>\$1,000 - age 15 days to 6 months<br>Incremental selection from a minimum of \$2,000 to a maximum of \$10,000 in increments of \$2,000 - age 6 months to 19 years (or 26 years if full-time student) |

## GROUP ACCIDENTAL DEATH & DISMEMBERMENT

|                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Employee Basic AD&amp;D Coverage Amount</b>                          | 1.00 times <i>Annual Earnings</i> from a minimum of \$10,000 to a maximum of \$50,000 rounded to the next higher \$1,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Employee Supplemental AD&amp;D Coverage Amount</b>                   | <p>Incremental selection from a minimum of \$10,000 to a maximum of \$500,000 in increments of \$10,000 , not to exceed 5 times Annual Earnings</p> <p><b><i>Annual Earnings</i></b> means <i>Your</i> gross annual income from the <i>Policyholder</i>. It includes <i>Your</i> 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. <i>Annual Earnings</i> does not include income received from commissions, bonuses, overtime pay, any other extra compensation, or income received from sources other than the <i>Policyholder</i>.</p> |
| <b>Dependent AD&amp;D Benefit Amount</b><br><i>Spouse</i>               | <p><b>Supplemental:</b> Incremental selection from a minimum of \$5,000 to a maximum of \$500,000 in increments of \$5,000, not to exceed 100% of the <i>Employee</i> amount</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Dependent AD&amp;D Benefit Amount</b><br><i>Dependent Child(ren)</i> | <p><b>Supplemental:</b></p> <p>\$1,000 - Age live birth to 15 days</p> <p>\$1,000 - age 15 days to 6 months</p> <p>Incremental selection from a minimum of \$2,000 to a maximum of \$10,000 in increments of \$2,000 - age 6 months to 19 years (or 26 years if full-time student)</p>                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Reduction of Benefits</b>                                            | <p>Basic Accidental Death and Dismemberment benefits reduce by 35% of the original amount at age 70 and further reduce to 50% of the original amount at age 75. Benefits terminate at retirement.</p> <p><b>Supplemental</b> Accidental Death and Dismemberment benefits reduce by 35% of the original amount at age 70 and further reduce to 50% of the original amount at age 75. Benefits terminate at retirement.</p> <p><b>Dependent Spouse Supplemental</b> Accidental Death and Dismemberment benefits reduce by 35% of the original amount at age 70 and further reduce to 50% of the original amount at age 75. Benefits terminate at retirement.</p> |
| <b>Seat Belt Benefit</b>                                                | 10% of <i>Employee</i> Coverage Amount, to a maximum of \$25,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Air Bag Benefit</b>                                                  | 5% of <i>Employee</i> Coverage Amount to a maximum of \$25,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Repatriation Benefit</b>                                             | Actual costs to a maximum of \$5,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Education Benefit</b>                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Benefit Amount                                                          | 3% of <i>Employee</i> 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)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Maximum Spouse Training Benefit</b>                                  | \$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*.

00001

### ***When does Your Noncontributory insurance become effective?***

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

#### ***Current Employees***

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

#### ***New Employees***

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

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

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

00003

### ***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 *Supplemental* 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 *Supplemental* 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-B

### ***Change in Family Status***

If You experience a *Change in Family Status*, You may enroll for *Supplemental* coverage, apply for additional coverage, or request changes to Your current *Supplemental* 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 or execute a *Domestic Partner* affidavit;
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.

00005-A

***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* apply to increase *Your* coverage amount during an *Annual Enrollment Period*; or
5. An increase to *Your Annual Earnings* results in an increase to *Your* Life Insurance benefit of more than \$50,000, and that amount exceeds the Guarantee Issue Benefit Limit.
6. *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 *Our* 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*.

00006-B

***What is an Annual Enrollment period?***

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

00007

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

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

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

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

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

00008

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

If You were insured for coverage under the *Prior Policy* on the day immediately preceding *Our Policy*'s Effective Date, and subject to the payment of premiums when due, We agree to provide continuity of coverage for You 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 *Portability* 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. There is a *Policy* change; or
2. You enter another class and become eligible for a change in benefits; or
3. You experience a qualified *Change in Family Status*
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 immediately.

Exception: Increases or decreases to *Your Supplemental* 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.

00010

***Eligibility after You Terminate Employment***

If *Your* coverage ends due to termination of employment and *You* do not elect continued coverage under the Portability 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*.

00011

## **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.

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

00012

### ***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 one (1) year from the effective date of *Your Supplemental* 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 *Supplemental* 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.

00013

### ***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 \$1,000 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

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

If continuation of life insurance under the Waiver of Premium or Portability 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.

00015

## ***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 Portability, conversion is not available for amounts continued under Portability unless coverage under Portability terminates. Conversion from Portability will be as specified under Portability.

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.

00016

## **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 60; and
3. *You* provide *Us* with satisfactory written proof of *Total Disability* within 12 months after the date *You* became *Totally Disabled*; and
4. *Your Total Disability* has continued without interruption for at least 9 months; and
5. *You* are still *Totally Disabled* when *You* submit the proof of disability; and
6. all required premium has been paid.

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

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

1. remain *Totally Disabled*; and
2. provide satisfactory written proof of continuing *Total Disability* upon request.

*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.

00017a

## **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 Basic and *Supplemental* 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 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 medically determined condition which is expected to result in death within 24 months or any medically determined condition which requires *Your* continuous confinement in an *Eligible Institution*, if *You* are expected to remain there until death. For the purposes of this provision, an *Eligible Institution* means a hospital, an inpatient hospice facility, or an institution or a distinct part of an institution which is primarily engaged in providing comprehensive skilled nursing services, that is duly licensed by the appropriate governmental authority to provide such services.

### ***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.

### ***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*.

00020 IL

***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 Portability 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, ported or converted will be reduced by the amount of the *Accelerated Death Benefit* paid.

00021

## ***PORTABILITY BENEFIT***

### ***What is the Portability Benefit?***

If *Your* Supplemental 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*. If *You* elect Portability, *You* may also elect to continue *Dependent* Life Insurance under the conditions set forth below, but *You* may not apply for *Dependent* Life Insurance at the time you apply for Portability. The coverages eligible for Portability and the Portability Benefit Duration are set forth in the *Schedule of Benefits*.

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

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

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

A beneficiary designation on the Application for Portability, 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 Portability Benefit provision.

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

### ***What are Eligibility Requirements for Employee Portability?***

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

1. *You* must have been insured under the *Policy* for at least one year prior to electing Portability; 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 Portability Benefit. If *You* elect the Portability benefit, any amounts of Life Insurance which are not ported may be converted in accordance with the terms of the Conversion of Life Insurance provision.

*You* must submit an application for Portability 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 Portability if it can be shown that *You* misrepresented any of the information provided to support eligibility for Portability.

### ***Can Dependent Life Insurance be Ported if Your Eligibility Terminates or if Your Spouse's Coverage Terminates?***

Yes, *You* or *Your* insured *Spouse* may elect Portability of Dependents' Life Insurance if Dependents' insurance coverage ceases as follows:

1. *You* may apply for Portability of Dependent Life Insurance if *You* meet the eligibility requirements to port *Your* Life Insurance as shown above and *You* are covered for Dependent Life insurance on the date *Your* coverage ceases.
2. *Your* insured *Spouse* may apply for Portability of his Group Life Insurance, and/or life insurance on covered *Dependent Child(ren)* provided:
  - a. *Your Spouse's* life insurance terminates because *You* die or *Your* eligibility for Dependent Life Insurance ceased for reasons other than retirement or termination of the master *Policy* and *Your Spouse* is less than 65 years of age.

- b. *Your Spouse* had elected Dependent Life on eligible *Dependent Child(ren)* and such coverage is still in force when *Your* eligibility for Dependents Life Insurance ceased for reasons other than retirement or termination of the master *Policy*.
  - c. *Your Spouse* must have been insured for such coverage(s) under the *Policy* for at least one year prior to electing Portability.
  - d. Portability is not available if *Your Spouse's* life insurance terminates because he no longer meets the *Policy* definition of an *Eligible Dependent Spouse*.
3. *You* or *Your Spouse* must not have exercised the right to convert under the Dependent Conversion Privilege provision of the *Policy* the amount of coverage *You* or *Your Spouse* elect under the Portability Benefit. If *You* elect portability of Dependent Life Insurance, any amounts of Dependent Life Insurance which are not ported may be converted in accordance with the terms of the *Policy*.

If these criteria are met, *You* or *Your Spouse*, must submit an Application for Portability and the first premium within 31 days after the date such eligible Dependent Life Insurance terminated.

We reserve the right to rescind any coverage amounts continued under Portability if it can be shown that *You* or *Your Spouse* misrepresented any of the information provided to support eligibility for Portability of Dependent Life Insurance.

***When will Portable Coverage Terminate?***

Insurance continued under the Portability 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* or *Your Spouse* fail to pay the required premiums when due; or
3. the end of the Portability 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 Portability 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 Portability ends?***

If coverage under Portability 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

## ***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 one (1) year from the effective date of *Your* covered *Dependent's* *Supplemental* 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 *Voluntary* 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 by *Us*.

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* or *Registered Domestic Partner*; 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.

***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. *Spouse* will include *Your Registered Domestic Partner*.  
00026b

## **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 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.

If *You* have elected *Dependent Life Insurance* under the Portability Benefit, conversion is not available unless coverage under Portability terminates. Conversion from Portability will be as specified under Portability.

00027

## 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 result of the *Accident*.

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 One Hand                              | 50%  |
| Loss of One Foot                              | 50%  |
| Loss of Entire Sight of One Eye               | 50%  |
| Loss of Thumb and Index Finger (on same hand) | 25%  |

### Definitions which apply to the AD&D Provision:

**Accident** or **Accidental** means an unexpected event that was not reasonably foreseeable.

**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, loss means entire and irrecoverable loss of sight. With respect to thumb and index finger, loss means complete severance of entire digit at or above joints.

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 IL

### **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

### **SPOUSE TRAINING BENEFIT**

#### ***What is the Spouse Training Benefit?***

We will pay an additional amount, as set forth in the *Schedule of Benefits*, to *Your Dependent Spouse* if the coverage amount under the AD&D Benefit is payable for *Your* loss of life. The benefit payable is up to the Maximum Spouse Training Benefit set forth in the *Schedule of Benefits*. The benefit is paid annually for the cost of covered expenses incurred within 36 months of *Your* death.

We will pay this benefit if *You*:

1. die within 365 days of and as a result of a covered *Accident*; and
2. are survived by a *Spouse*.

The benefit will be payable for *Your* surviving *Spouse* who:

1. enrolls within 365 days after *Your* death in any *School of Higher Education* for the purpose of training, retraining or refreshing skills needed for employment; and
2. incurs expenses payable directly to or approved and certified by such school.

**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.

00035

### ***LIMITATIONS***

#### ***Are there any Limitations for losses due to an Accident?***

We will not pay any benefit for any *Loss* resulting from or caused by:

1. any disease or infirmity of mind or body, and any medical or surgical treatment thereof; or;
2. any infection, except an infection of an *Accidental Injury*; or
3. suicide or attempted suicide, while sane or insane; or
4. any intentionally self-inflicted *Injury*; or
5. travel or flight in a non-commercial 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
6. while 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. This limitation does not apply if the influence was involuntary or unintentional. Conviction is not necessary for a determination of being under the influence; or
7. direct result of the insured's 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
8. 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, with a common intent and whether or not damage to person or property or unlawful act is the intent or the consequence of such disorder.

We will not pay any benefit for *Loss* of life resulting from or caused by war or act of war, if the cause of death occurs while the *Insured* is serving in the military, naval or air forces of any country, combination of countries or international organization, provided such death occurs while in such forces or within six months after termination of services in such forces.

00050 IL

## **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.

### **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

## **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:

|                         |                                                                                                                                                                                                                                                                                                          |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Disability</b>       | Until the end of the twelfth month following the month in which the disability began, provided all premiums are paid when due, the Policy is in force, and Your coverage is not replaced with group life insurance provided by a new carrier.                                                            |
| <b>Layoff</b>           | 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.                                                                    |
| <b>Leave of Absence</b> | 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. |
| <b>Sabbatical</b>       | 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.                                                              |
| <b>Military Leave</b>   | 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.                                                        |

If coverage terminates due to termination of employment, group insurance shall terminate at 12:00 midnight on the last day for which premium was paid.

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*.

00052 ILa

### ***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 Portability 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

## **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 Supplemental* 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.

00055 IL

## **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 regular earnings by the *Policyholder*, and
4. not be a temporary or seasonal Employee.

If school is not in session, *Actively at Work* means *You* would be working for the *Policyholder* for earnings that are paid regularly and *You* would be able to perform the *Material and Substantial Duties of Your Regular Occupation*.

*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 *Supplemental* 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.

00066

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

00070

**Dependent or Eligible Dependent** means:

1. *Your* lawful *Spouse* or *Domestic Partner*; 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.

**Eligible Dependents** include:

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.

00072a

**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.

00073

**Employee** means an *Actively at Work* full-time and part-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.

00074

**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.

00081

**Injury** means bodily injury resulting directly from an Accident and independently of disease or bodily infirmity.

00082 IL

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

00083

**Male Pronoun** whenever used includes the female.

00088

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

00089

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

00092

**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

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

00100 IL

FDL1-604-707 IL

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

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

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

00104

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

00105

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

00109

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

00114

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

00119

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

00120

## **TRAVEL RESOURCE SERVICES**

### ***What is 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.

00120a IL

**DEARBORN NATIONAL LIFE INSURANCE COMPANY**

**Administrative Office:**

**1020 31st Street**

**Downers Grove, IL 60515**

**DISCLOSURE NOTICE**

**Accelerated Death Benefit**

**This benefit may be taxable. If so, the *Insured* or his beneficiary may incur a tax obligation. As with all tax matters, the *Insured* or his beneficiary should consult a personal tax advisor to assess the impact of the benefit. Receipt of this benefit may adversely affect the *Insured's* eligibility for Medicaid or other governmental benefits or entitlements.**

**DEFINITIONS**

***Accelerated Death Benefit*** means 75% of the *Insured's* group term life insurance amount in force on the date that We receive satisfactory *Proof* that such *Insured* has a *Terminal Condition*.

***Proof*** means evidence satisfactory to Us that an *Insured* has a *Terminal Condition*.

***Terminal Condition*** means an *Insured* has been examined and diagnosed by his *Doctor* as having a medically determined condition which is expected to result in his death within 24 months, or any medically determined condition which requires his continuous confinement in an *Eligible Institution*, if he is expected to remain there until death. For the purposes of this provision, an *Eligible Institution* means a hospital, an inpatient hospice facility, or an institution or a distinct part of an institution which is primarily engaged in providing comprehensive skilled nursing services, that is duly licensed by the appropriate governmental authority to provide such services.

**BENEFIT.** We will pay an *Accelerated Death Benefit* during the lifetime of an *Insured* if he or his legal representative elects an *Accelerated Death Benefit* and provides satisfactory *Proof* that the *Insured* has a *Terminal Condition*. The benefit will be paid in one sum to the *Insured*. The *Accelerated Death Benefit* amount is limited to a maximum of \$500,000 and a minimum of \$7500, and is payable only once to any one *Insured*. There is no cost for this benefit.

**EFFECT ON INSURANCE.** The *Accelerated Death Benefit* is in lieu of the group term life insurance benefit that would have been paid upon the *Insured's* death. When the *Accelerated Death Benefit* is paid:

1. the group term life insurance benefit otherwise payable upon the *Insured's* 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*.

This notice is a brief description of the *Accelerated Death Benefit*. For further details of coverage, including limitations, refer to the *Accelerated Death Benefit* provision in your certificate.

**DEARBORN NATIONAL LIFE INSURANCE COMPANY**

(herein called We, Us, Our)

Administrative Office:

1020 31st Street

Downers Grove, IL 60515

**AMENDATORY RIDER**

This rider amends the *Policy* or Certificate to which it is attached. It takes effect and ends at the same time as the *Policy* or Certificate. All provisions of the *Policy* or Certificate will apply to this rider, except that in the event of a conflict, the specific provisions of this rider will govern.

The following benefit is added:

**Loss of Use Benefit**

***What is the Loss of Use Benefit?***

If, while insured under the *Policy*, *You* or *Your* covered Dependent suffer a Loss of Use in an *Accident*, which results in a condition listed in the "Table of Losses" below, *We* will pay for those losses as set forth in the "Table of Losses". The Loss of Use Benefit is calculated from the *Employee Spouse Child Benefit Amount* shown on the Schedule of Benefits. The Loss of Use must:

1. occur within 365 days of the *Accident*; and
2. be the direct result of the *Accident*.

**TABLE OF LOSSES**

**% OF COVERAGE  
AMOUNT PAYABLE**

|                             |      |
|-----------------------------|------|
| Quadriplegia                | 100% |
| Paraplegia                  | 75%  |
| Loss of Speech              | 50%  |
| Loss of Hearing (both ears) | 50%  |
| Hemiplegia                  | 50%  |
| Uniplegia                   | 25%  |

**Definitions which apply to the Loss of Use Benefit:**

***Accident* or *Accidental*** means an 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 of Speech*** means entire and irrecoverable loss of speech.

***Loss of Hearing*** means entire and irrecoverable loss of hearing in both ears.

***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.

Any claim for the Loss of Use Benefit will be in addition to any other payments afforded under this *Policy*.

**LIMITATIONS**

We will not pay any benefit for any *Loss* resulting from or caused by:

1. any disease or infirmity of mind or body, and any medical or surgical treatment thereof; or;
2. any infection, except an infection which results directly from an *Accidental Injury*; or
3. attempted suicide, while sane or insane; or
4. any intentionally self-inflicted *Injury*; or
5. travel or flight in a non-commercial 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
6. the *Insured* being 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 the controlled substance was prescribed for the *Insured* by a licensed physician and the *Insured* used the controlled substance in the manner prescribed. This limitation does not apply if the ingestion of the controlled substance by the *Insured* was involuntary or unintentional. Criminal conviction is not required for *Us* to make a determination that the *Insured* was under the influence; or
7. direct result of the *Insured's* 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. Criminal conviction is not required for *Us* to make a determination that the *Insured* was intoxicated; or
8. the *Insured's* 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 or not damage to person or property or unlawful act is the intent or the consequence of such disorder.

#### **UNIFORM PROVISIONS**

*(Applicable to Loss of Use Benefit 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.

##### ***Telephonic Claim Notification***

In lieu of written proof of claim, We may accept telephonic notice and proof. All time limits in the *Policy* applicable to the filing of proof of loss and commencement of legal actions shall apply to notice and proof filed by telephone or other means acceptable to *Us*.

##### ***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 forms are 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 Proof of Loss for 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 1 year period, and
2. proof of loss satisfactory to *Us* was given as soon as was reasonably possible.

##### ***Physical Examination/Autopsy***

Upon receipt of a claim, We may examine an *Insured*, at *Our* expense, at any reasonable time.

All provisions of the Policy or Certificate will apply to this rider, except that in the event of a conflict, the specific provisions of this rider will govern.

Except for the above, this rider does not change the *Policy* in any way.

DEARBORN NATIONAL LIFE INSURANCE COMPANY

A handwritten signature in black ink, reading "Gregory S. Beresh". The signature is written in a cursive style with a large, stylized 'G' and 'B'.

President

## DEARBORN NATIONAL LIFE INSURANCE COMPANY

Chicago, Illinois

### AMENDATORY ENDORSEMENT

This Amendatory Endorsement amends the Policy or Certificate to which it is attached. It takes effect and ends at the same time as the Policy or Certificate to which it is attached. All provisions of the Policy or Certificate will apply to this Amendatory Endorsement, except that in the event of a conflict, the specific provisions of this Amendatory Endorsement will govern.

The term **Spouse**, wherever it appears in the Policy or Certificate, is amended as follows:

**Spouse** includes a **Party to a Civil Union**.

In addition to civil unions entered into under Illinois law, the term **Civil Union** includes a marriage between persons of the same sex, a civil union, a domestic partnership, or a substantially similar legal relationship, other than common law marriage, legally entered into in another jurisdiction.



President

|                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Nothing contained in this Amendatory Endorsement shall be held to alter or affect any provision or condition of the Policy or Certificate, other than as stated above. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

DEARBORN NATIONAL® LIFE INSURANCE COMPANY  
Chicago, Illinois

**AMENDATORY RIDER**

This Rider is effective January 1, 2019. It is attached to and made part of Policy No. F023119 for OSWEGO COMMUNITY UNIT SCHOOL DISTRICT 308. 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 a shooting, stabbing, bombing, poisoning, aggravated assault or other similar activity directed at *Employees* or students of the *Policyholder*.

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.



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

President

**NOTICE OF  
PROTECTION PROVIDED BY  
ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**

This notice provides a **brief summary** description of the Illinois Life and Health Insurance Guaranty Association (the Association) and the protection it provides for policyholders. This safety net was created under Illinois law that determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your member life, annuity or health insurance company becomes financially unable to meet its obligations and is placed into Receivership by the Insurance Department of the state in which the company is domiciled. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Illinois law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association per insolvency are:

- Life Insurance
  - \$300,000 in death benefits
  - \$100,000 in cash surrender or withdrawal values
- Health Insurance
  - \$500,000 in hospital, medical and surgical insurance benefits\*
  - \$300,000 in disability insurance benefits
  - \$300,000 in long-term care insurance benefits
  - \$100,000 in other types of health insurance benefits
- Annuities
  - \$250,000 in withdrawal and cash values

\*The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000, except special rules apply to hospital, medical and surgical insurance benefits for which the maximum amount of protection is \$500,000.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also residency requirements and other limitations under Illinois law.

To learn more about these protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at [www.ilhiga.org](http://www.ilhiga.org) or contact:

*Illinois Life and Health  
Insurance Guaranty Association  
1520 Kensington Road, Suite 112  
Oak Brook, Illinois 60523-2140  
(773) 714-8050*

*Illinois Department of Insurance  
4th Floor  
320 West Washington Street  
Springfield, Illinois 62767  
(217) 782-4515*

**Insurance companies and agents are not allowed by Illinois law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Illinois law, then Illinois law will control.**

**END OF CERTIFICATE**



Administrative Office:

**1020 31st Street**

**Downers Grove Illinois 60515**

Principal Office:

**300 E. Randolph Street**

**Chicago Illinois 60601**

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.