Voluntary Term Life Insurance

Employee Benefit Booklet

PLANO INDEPENDENT SCHOOL DISTRICT F024362-0001 Class 1-01

Dearborn Life Insurance Company

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

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

Having issued Group Policy No. F024362-0001

(herein called the *Policy*)

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PLANO INDEPENDENT SCHOOL DISTRICT

(herein called the *Policyholder*)

Group Insurance Certificate

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

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

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

READ YOUR CERTIFICATE CAREFULLY

Signed for Dearborn Life Insurance Company

Secretary

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President

Michael M. Waters.

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

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

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

Voluntary Group Term Life Insurance Certificate with Dependent Life Insurance Benefits

Non-Participating

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SCHEDULE OF BENEFITS

POLICYHOLDER: PLANO INDEPENDENT SCHOOL DISTRICT

POLICY NUMBER: F024362-0001 **EFFECTIVE DATE:** September 1, 2019

ANNUAL ENROLLMENT

PERIOD:

8/1-8/31

ELIGIBILITY: Class 01 All active full time Employees working a minimum of 25 hours per week of the

Policyholder working in the United States of America who are Actively at Work for the Policyholder and who have completed the Waiting Period are eligible for the insurance. A full-time *Employee* is one who regularly works a minimum of 25 hours per week for the *Policyholder*. Part-time, seasonal and temporary *Employees*

of the *Policyholder* are not eligible.

Eligibility Waiting Period: Current *Employees*: None

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

continuous, full-time active work

Policyholder Contribution: Voluntary Life 0% of premium

Dependent Life 0% of premium

GROUP TERM LIFE INSURANCE

Employee Voluntary Life Benefit Amount Incremental selection from a minimum of \$20,000 to a maximum of

\$400,000 in increments of \$10,000

Guarantee Issue Benefit Limit Employee Voluntary: \$250,000

Spouse Voluntary: Option 1: \$5,000 **Option 2:** \$10,000

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

satisfactory Evidence of Insurability

Guarantee Issue Limits are only available and for new employees who have met the Eligibility requirements. *Employees* must enroll within 31 days of their eligibility date to qualify for any established Guarantee

Issue.

Reduction of BenefitsVoluntary Group Term Life benefits reduce by 50% of the original

amount on the September 1st coincident with or next following the

Employee's 70th birthday. Benefits terminate at retirement.

Dependent Spouse Voluntary Group Term Life benefit terminate on the

Spouse's 70th birthday.

Accelerated Death Benefit (ADB)

Benefit Amount 80% of Voluntary Term Life Insurance In force

Insured Eligibility Employee, Dependent Spouse

Minimum Covered Life Insurance Amount \$15,000

Maximum ADB Payment \$320,000

Minimum ADB Payment \$7,500

Portability

Benefit Eligibility Voluntary Life

Insured Eligibility Employee, Dependent Spouse, Dependent Child

Portability Benefit Duration Age 70
Maximum Portable Amount \$400,000

DEPENDENT TERM LIFE INSURANCE

Spouse Benefit Amount Voluntary:

Option 1:

\$5,000, not exceed 50% of the *Employee* amount.

Option 2:

\$10,000, not exceed 50% of the Employee amount.

Child(ren) Benefit Amount Voluntary:

Option 1:

\$100 - Age live birth to 6 months

2,000 - age 6 months to 26 years

Option 2:

\$100 - Age live birth to 6 months

\$4,000 - age 6 months to 26 years

ELIGIBILITY AND EFFECTIVE DATE PROVISIONS

Who is eligible for this insurance?

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

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

When does Your Contributory insurance become effective?

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

You may apply for Voluntary insurance coverage at any time. Your coverage will become effective as follows, provided You are Actively at Work on that date:

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

- 1. If *You* enroll for coverage prior to the *Policy* effective date and *Evidence of Insurability* is not required, the *Policy* effective date:
- 2. If *You* enroll for coverage within 31 days of *Your* eligibility date, on the first of the month that falls on or next follows the date *You* sign the *Enrollment Form*;
- 3. If *You* do not enroll for *Voluntary* coverage within 31 days after *Your* eligibility date, *You* are considered a late applicant and must furnish *Evidence of Insurability* satisfactory to *Us* before coverage can become effective, Coverage for a late applicant 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.

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

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 the Policy year;
- 5. You enroll for additional coverage that is greater than one increment 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

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?

Subject to the payment of premiums when due, We agree to waive the Actively at Work requirement as of the Policy Effective Date. Coverage for non-Actively-at-Work Employees will end on the earlier of:

- 1. the date coverage has been in effect for the duration of your employment contract with the *Policyholder*; or
- 2. the date the Policy terminates 00009-B

Changes to Your coverage

A change in Your coverage may occur if:

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

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

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

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

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

Additional Contributory coverage is subject to payment of premium.

Any decrease in coverage will take effect immediately.

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

Eligibility after You Terminate Employment

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

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

- 1. apply a new Eligibility Waiting Period; or
- 2. require Evidence of Insurability.

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

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TERM LIFE INSURANCE BENEFIT

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

When is a Life Insurance Benefit payable?

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

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

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

Are Life Insurance Benefits payable for death by suicide?

Life Insurance benefits including 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* Term Life Insurance or the effective date of any increased amount of life insurance. *Our* liability for a death claim by suicide will be limited to the return of premium paid for this life insurance.

If You:

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

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

Who will receive Your Life Insurance Benefits?

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

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

Facility of Payment

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

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

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

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May You change Your beneficiary?

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

If *You* are approved for continued life coverage under the Portability provision, *You* may be asked to name a beneficiary. A beneficiary designation made in connection with 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 Portability provision.

If continuation of life insurance under the 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.

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CONVERSION OF LIFE INSURANCE

How much Life Insurance may You convert if eligibility terminates?

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

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

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

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

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

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

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

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

How to apply for conversion

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

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

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

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

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

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

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

2. We receive proof of death.

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

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.

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ACCELERATED DEATH BENEFIT

What is the Accelerated Death Benefit?

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

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

Who is Eligible for an Accelerated Death Benefit?

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

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

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

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

The Accelerated Death Benefit Payment

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

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

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

The *Accelerated Death Benefit* will not be payable:

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

Notice and Proof of Claim

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

Effect on Insurance

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

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

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

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

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

- 1. You return to work in an eligible class, coverage will remain in force, provided premium is paid when due.
- 2. *You* do not return to an eligible class but *You* are approved for continued life insurance coverage under the provision, coverage will remain in force, subject to the terms and conditions of the 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.

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PORTABILITY BENEFIT

What is the Portability Benefit?

If *Your Voluntary* Group Life Insurance, or any portion of it, terminates, *You* may elect to continue *Your* Life Insurance in accordance with the terms of the *Policy* by paying premiums directly to *Us*. 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 not to exceed the Maximum Portable Amount set forth in the *Schedule of Benefits*.

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.

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 70 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 70 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.

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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 *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* covered Dependent's Term Life Insurance or the effective date of any increased amount of life insurance. Our liability for a death claim by suicide will be limited to the return of premium paid for this life insurance.

If *Your* covered Dependent(s):

- 1. were covered for *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.

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. the *Spouse* of each individual eligible to be insured under the *Policy*;
- 2. a natural or adopted child of each individual eligible to be insured under the *Policy* if the child is:
 - a. younger than 26 years of age; or
 - b. physically or mentally disabled and under the parents' supervision; or
- 3. a natural or adopted grandchild of each individual eligible to be insured under the *Policy* if the child is:
 - a. younger than 26 years of age; and
 - b. a dependent of the insured for federal income tax purposes at the time the application for coverage of the child is made.
- 4. *Your* step child if the child:
 - a. meets the qualifications of a natural child; and
 - b. is living in Your home; and
 - c. is a dependent of the insured for federal income tax purposes at the time the application for coverage of the child is made.
- 5. *Your* foster child if the child:
 - a. meets the qualifications of a natural child; and
 - b. is living in Your home; and
 - is a dependent of the insured for federal income tax purposes at the time the application for coverage of the child is made.

Dependent Child - See Dependent or Eligible Dependent

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

Spouse means lawful spouse. 00026 TXb

CONVERSION OF DEPENDENT LIFE INSURANCE

Can Dependent Life Insurance be converted if Eligibility Terminates?

Yes, a *Dependent* may convert to an individual policy of life insurance if his life insurance, or any portion of it, ceases because:

- 1. You are no longer employed by the Policyholder; or
- 2. You are no longer in a class which is eligible for Dependent Life Insurance; or
- 3. You die; or
- 4. a Dependent Child reaches the limiting age under the Policy; or
- 5. a Dependent Spouse is no longer eligible as a result of divorce or dissolution of marriage; or
- 6. a *Dependent* is no longer eligible as defined in this provision.

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

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

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

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

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

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

How to apply for conversion

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

The individual policy will be a policy of whole life insurance. It will not contain Accidental Death and Dismemberment benefits or any other supplementary benefits.

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

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

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

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

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

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 TX

DEPENDENT LIFE ACCELERATED DEATH BENEFIT

What is the Accelerated Death Benefit?

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

The Accelerated Death Benefit is calculated on the group Voluntary Dependent life insurance benefit amount in force under the Policy on the date Your Spouse is diagnosed with a Terminal Condition.

Who is Eligible for a Dependent Life Accelerated Death Benefit?

This benefit only applies to *Dependents* 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 a *Dependent* Life *Accelerated Death Benefit*.

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

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

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

The Accelerated Death Benefit Payment

We will pay the benefit to You if Your Dependent Spouse is diagnosed with a Terminal Condition if You submit a claim for a Dependent Life Accelerated Death Benefit and provide satisfactory proof. The benefit will be paid in one sum to You

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

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

The Dependent Life 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 Dependent Spouse's Terminal Condition is the result of:
 - a. attempted suicide, while sane or insane; or
 - b. intentionally self-inflicted injury; or
- 3. to retirees.

Notice and Proof of Claim

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

Effect on Insurance

The *Dependent* Life *Accelerated Death Benefit* is in lieu of the *Dependent* Life Insurance benefit that would have been paid upon *Your* Dependent *Spouse's* death. When this *Accelerated Death Benefit* is paid:

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

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

00028 TX

TERMINATION PROVISIONS

When does Your coverage under the Policy end?

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

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

DisabilityUntil the end of the twelfth month following the month in which the disability began, provided all premiums are paid when due, the Policy is in force, and *Your* coverage is

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

Layoff Until the end of the month for employees laid off during the school year and until 9/1

for employees laid off during the summer, provided all premiums are paid when due, the Policy is in force, and *Your* coverage is not replaced with group life insurance

provided by a new carrier.

Leave of Absence For Administrative Leave, until the end of the administrative leave as determined by

PISD, and for Assault Leave until the end of the twenty-fourth month following when 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.

Labor Dispute Until the end of the month following the sixth month in which the strike began,

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

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

Military Leave Until the end of the sixth month following the month in which the employee stops

receiving PTO after the military leave began or as required by USERRA regulations., 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.

Note: The employee is not required to use PTO when going on military leave.

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

00052TXa

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

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

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

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

- 1. After the birth of a child; or
- 2. After the legal adoption of a child; or

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

While granted a Family or Medical Leave of Absence:

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

00053a

When does Dependent Life Insurance coverage end?

Unless life 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 TX

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 Voluntary* coverage. The *Policyholder* agrees to remit such premiums for the entire time coverage under the *Policy* is in effect.

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

Misstatement of Age

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

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

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

Conformity with State Statutes and Regulations

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

Assignment

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

Retention of Discretion

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

00055 TX

DEFINITIONS

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

Actively at Work or Active Work means that You must:

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

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

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

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

Activities of Daily Living means:

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

00062

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

00064

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

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

Dependent or Eligible Dependent means:

- 1. the *Spouse* of each individual eligible to be insured under the Policy;
- 2. a natural or adopted child of each individual eligible to be insured under the policy if the child is:
 - a. younger than 26 years of age; or

- b. physically or mentally disabled and under the parents' supervision; or
- 3. a natural or adopted grandchild of each individual eligible to be insured under the policy if the child is:
 - a. younger than 26 years of age; and
 - a dependent of the insured for federal income tax purposes at the time the application for coverage of the child is made.
- 4. *Your* step child if the child:
 - a. meets the qualifications of a natural child; and
 - b. is living in Your home; and
 - is a dependent of the insured for federal income tax purposes at the time the application for coverage of the child is made.
- 5. Your foster child if the child:
 - a. meets the qualifications of a natural child; and
 - b. is living in Your home; and
 - c. is a dependent of the insured for federal income tax purposes at the time the application for coverage of the child is made.

Dependent Child - See Dependent or Eligible Dependent

00072 TXb

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

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

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

00125 TX

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

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

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

00078

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

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

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

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

00097

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

00098 TX

Proof under the Accelerated Death Benefit means evidence satisfactory to *Us* that *You* or *Your Dependent Spouse* have a *Terminal Condition*.

00100a TX

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.

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

00115 TX

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

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

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

00120

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-348-4512

You may also write to Dearborn Life Insurance Company

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

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

1-800-252-3439

You may write the Texas Department of Insurance:

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

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

E-mail: ConsumerProtection@tdi.texas.gov

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

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

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

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

1-800-348-4512

Usted también puede escribir a Dearborn Life Insurance Company at:

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

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

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

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

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

DISPUTAS POR PRIMAS DE SEGUROS O

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

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

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

DEARBORN LIFE INSURANCE COMPANY

Chicago, Illinois

RIDER

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

Beneficiary Resource Services

What is the Beneficiary Resource Services?

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

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

How the Beneficiary Resource Services are accessed

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

When do the Beneficiary Resource Services Terminate?

The services available under this Rider will end as follows:

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

Important Terms

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

President

Michael St. Witwes.

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

NOTICE

to

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

Provided by Dearborn National Life Insurance Company®

Regarding the Beneficiary Resource Services Noninsurance Benefit

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

Noninsurance Benefit Description

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

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

There is no charge for this service.

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

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

Why This Service is Being Made Available

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

Accessing Beneficiary Resource Services

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

Termination of the Noninsurance Benefit

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

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

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

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

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

DEARBORN LIFE INSURANCE COMPANY

Chicago, Illinois

RIDER

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

Travel Resource Services

What is the Travel Resource Services?

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

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

How is Travel Resource Services accessed?

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

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

When do the Travel Resource Services terminate?

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

President

Michael St. Witwes.

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

NOTICE

to

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

Regarding the Travel Resource Services Noninsurance Benefit

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

Noninsurance Benefit Description

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

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

There is no charge for this noninsurance benefit.

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

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

Why This Service is Being Made Available

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

Accessing Travel Resource Services

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

Termination of the Noninsurance Benefit

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

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

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

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

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

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

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

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

Eligibility for Protection by the Association

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

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

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:

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

Life Insurance:

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

Individual Annuities:

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

Group Annuities:

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

Aggregate Limit:

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

These limits are applied for each insolvent insurance company.

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

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

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



Administrative Office:

701 E. 22nd Street • Lombard, Illinois 60148