

Term Life and AD&D Insurance

Employee Benefit Booklet

CITY OF TULSA F024608-0001 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. F024608-0001

(herein called the *Policy*)

to

CITY OF TULSA

(herein called the *Policyholder*)

Group Insurance Certificate (OK)

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

2 RO

President

Michael St. Waters.

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

Non-Participating

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

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SCHEDULE OF BENEFITS

POLICYHOLDER: CITY OF TULSA
POLICY NUMBER: F024608-0001
EFFECTIVE DATE: January 1, 2020

ANNUAL ENROLLMENT

PERIOD:

10/1-11/30

ELIGIBILITY: Class 01 All Active full time Non-Sworn Employees and Elected Officials 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 Non-Sworn *Employees*, excluding Elected Officials is one who regularly works a minimum of 30 hours per week for the *Policyholder*. Elected Officials do not have a hours worked requirement. Part-time, seasonal and

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

Eligibility Waiting Period: Current *Employees:*

Basic Life & AD&D Date of Hire

Supplemental Life & AD&D First of the month following 30 Days of

continuous, full-time active work

New Employees:

Basic Life & AD&D Date of Hire

Supplemental Life & AD&D First of the month following 30 Days of

continuous, full-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 2.00 times Annual Earnings from a minimum of \$5,000 to a maximum

of \$500,000 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*. If election is limited to 5 times *Annual Earnings*, the benefit

will be rounded to the next higher \$10,000.

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 Employee Supplemental: \$200,000

Spouse Supplemental: \$50,000

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

satisfactory Evidence of Insurability

Reduction of BenefitsBasic Group Term Life: None. Benefits terminate at retirement.

Supplemental Group Term Life benefits: None. Benefits terminate at

retirement.

Dependent Spouse: None. Benefits terminate at retirement.

Waiver of Premium

Waiver Eligibility Totally Disabled prior to age 60 without interruption from

the last date worked for at least 9 months

Insured Eligibility Employee

Maximum Waiver of Premium Duration Age 65

Accelerated Death Benefit (ADB)

Benefit Amount 80% Basic and Supplemental Term Life Insurance In force

Insured Eligibility Employee, Dependent Spouse, Dependent Child

Minimum Covered Life Insurance Amount \$15,000

Maximum ADB Payment \$400,000

Minimum ADB Payment \$7,500

Portability

Benefit Eligibility Basic and Supplemental Life

Insured Eligibility Employee
Portability Benefit Duration Age 65

DEPENDENT TERM LIFE INSURANCE

Spouse Benefit Amount Supplemental: Incremental selection from a minimum of

\$5,000 to a maximum of \$100,000 in increments of \$5,000, not to exceed 50% of the *Employee* Supplemental amount.

Child(ren) Benefit Amount Supplemental:

\$1,000 - Age live birth to 14 days \$1,000 - age 15 days to 6 months

Incremental selection from a minimum of \$1,000 to a maximum of \$10,000 in increments of \$1,000 - age 6

months to 26 years

GROUP ACCIDENTAL DEATH & DISMEMBERMENT

Employee Basic AD&D Coverage Amount

2.00 times Annual Earnings from a minimum of \$5,000 to a maximum of \$500,000 rounded to the next higher \$1,000

Employee Supplemental AD&D Coverage

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. If election is limited to 5 times *Annual Earnings*, the benefit will be rounded to the next higher \$10,000. Selected amount is the same as the Employee Supplemental Life Benefit amount.

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.

Dependent AD&D Benefit Amount

Spouse

Supplemental: Incremental selection from a minimum of \$5,000 to a maximum of \$100,000 in increments of \$5,000, not to exceed 50% of the Employee Supplemental amount. Selected amount is the same as the Spouse Supplemental Life Benefit amount.

Dependent AD&D Benefit Amount

Dependent Child(ren)

Supplemental:

\$1,000 - Age live birth to 14 days \$1,000 - age 15 days to 6 months

Incremental selection from a minimum of \$1,000 to a maximum of \$10,000 in increments of \$1,000 - age 6 months to 26 years

Reduction of Benefits

Basic Accidental Death and Dismemberment: None. Benefits terminate at retirement.

Supplemental Accidental Death and Dismemberment benefits: None. Benefits terminate at retirement.

Dependent Spouse: None. Benefits terminate at retirement.

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

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

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

Education Benefit

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

Maximum Benefit Duration Benefit payable for a maximum of 4 Years

Eligible Dependents Age live birth to age 19 years (23 if a full-time student) **Felonious Assualt Benefit** Employee Coverage Amount to a maximum of \$25,000

In the Line of Duty Benefit 50% of Employee Coverage Amount to a maximum of \$100,000

ELIGIBILITY AND EFFECTIVE DATE PROVISIONS

Who is eligible for this insurance?

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

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

When does Your Noncontributory insurance become effective?

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

Current Employees

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

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*.

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;
- 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.

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. 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.

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.

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

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

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

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

1. not Hospital Confined; or;

2. disabled due to an *Injury* or *Sickness*.

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

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

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.

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 30 days, *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*.

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.

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.

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.

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.

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.

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 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.

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. If Your group term life insurance will reduce, due to age, within 12 months after the date We receive Proof, the Accelerated Death Benefit will be calculated on the reduced group Basic and Supplemental term life insurance benefit.

Who is Eligible for an Accelerated Death Benefit?

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

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

Terminal Condition means *You* have been examined and diagnosed by *Your Doctor* as having a medically determined condition which is expected to result in death within 12 months from the date that a claim for benefit under this provision is received by *Us. We* have the sole right to determine if such *Proof* is acceptable.

The Accelerated Death Benefit Payment

We will pay the benefit during Your lifetime if You are diagnosed with a Terminal Condition if You or Your legal representative submits a claim for an Accelerated Death Benefit and provides satisfactory Proof. The benefit will be paid in one lump sum to You.

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

The Accelerated Death Benefit will not be payable:

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

Notice and Proof of Claim

You must elect the Accelerated Death Benefit in writing on a form that is acceptable to Us. You must furnish Proof that You have a Terminal Condition, including certification by a Doctor.

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

Effect on Insurance

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

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

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

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

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

PORTABILITY BENEFIT

What is the Portability Benefit?

If *Your* Basic and 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*. 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 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.

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 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.

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 *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.

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.

Definitions which apply to the Dependent Life Insurance provision:

Eligible Dependent means:

- 1. Your lawful Spouse; and/or
- 2. *Your* unmarried natural, step or adopted child from live birth to 26 years of age or age 26 and over if a full-time student; and
- 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 for child(ren) in the process of being adopted begins immediately 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.

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.

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.

DEPENDENT LIFE ACCELERATED DEATH BENEFIT

The benefit paid under this provision may be taxable. If so, *You* may incur a tax obligation. As with all tax matters, *You* 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 Dependent Spouse's or Child's term life insurance which is payable to You prior to Your Dependent Spouse's or Child's death if We receive Proof that Your Dependent Spouse or Child have a 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 Basic and Supplemental Dependent life insurance benefit amount in force under the Policy on the date Your Spouse or Child 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*.

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

Terminal Condition means *Your Dependent Spouse* or *Child have* been examined and diagnosed by a *Doctor* as having a medically determined condition which is expected to result in death within 12months from the date a claim for benefits under this provision is received by *Us. We* have the sole right to determine if such *Proof* is acceptable.

The Accelerated Death Benefit Payment

We will pay the benefit to You if Your Dependent Spouse or Child 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 lump sum to You.

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 or Child'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 or Child have a Terminal Condition, including certification by a Doctor.

Proof under the *Dependent* Life *Accelerated Death Benefit* of Dependent Life Insurance means evidence satisfactory to *Us* that *Your Dependent Spouse* or *Child have* a *Terminal Condition*. We reserve the right to determine, at *Our* sole discretion, if Proof is acceptable.

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* or *Child's* death. When this *Accelerated Death Benefit* is paid:

- 1. the death benefit otherwise payable upon *Your Dependent Spouse's* or *Child's* death will be reduced by the amount of the *Dependent* Life *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 *Dependent* Life Insurance will be calculated on the amount of such insurance remaining in force after deducting this *Accelerated Death Benefit*.

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)*.

What is the AD&D Benefit?

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

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

TABLE OF LOSSES

% OF COVERAGE AMOUNT PAYABLE

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

Definitions which apply to the AD&D Provision:

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

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

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

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

Paraplegia means total Paralysis of both legs.

Quadriplegia means total Paralysis of both arms and both legs.

Uniplegia means total Paralysis of one limb.

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

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

SEAT BELT BENEFIT

What is the Seat Belt Benefit?

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

- 1. the Automobile is equipped with Seat Belts.
- 2. the Seat Belt was in actual use and properly fastened at the time of the Accident.
- 3. the position of the *Seat Belt* is certified in the official report of the *Accident* or by the investigating officer. A copy of the police accident report must be submitted with the claim.
- 4. You were driving 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, or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by a licensed physician and used in the manner prescribed. Conviction is not necessary for a determination of being under the influence.

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

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

Seat Belt means those belts that form an occupant restraint system.

AIR BAG BENEFIT

What is the Air Bag Benefit?

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

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

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

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

REPATRIATION BENEFIT

What is the Repatriation Benefit?

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

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

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.

FELONIOUS ASSAULT BENEFIT

What is the Felonious Assault Benefit?

We will pay an additional amount, as set forth in the Schedule of Benefits in the event of Your death, to Your designated beneficiary if:

- 1. Loss of life occurs while *You* are on the business of the *Policyholder* or commuting to or from the premises of the *Policyholder*; and
- 2. Loss of life is the direct result of any of the following:
 - a. Robbery, holdup or attempt thereat;
 - b. Kidnapping while attempting a holdup;
 - c. Felonious assault inflicted by persons other than fellow *Employees* or members of *Your* family or household.

IN THE LINE OF DUTY BENEFIT

We will pay an additional amount, as stated in the Schedule of Benefits in the event of Your death to Your designated beneficiary if You incur a Loss of Life as the direct result of an Injury sustained in a covered Accident while employed as a Public Safety Officer and on Duty for the Policyholder.

A *Public Safety Officer* means a person whose primary job duties include controlling or reducing crime, criminal law enforcement and fire suppression.

EXPOSURE AND DISAPPEARANCE

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

LIMITATIONS

Are there any Limitations for losses due to an Accident?

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

- 1. any disease or infirmity of mind or body, and any medical or surgical treatment thereof; or;
- 2. any infection, except a pus-forming infection of an Accidental cut or wound; or
- 3. suicide or attempted suicide, while sane or insane; or
- 4. any intentionally self-inflicted *Injury*; or
- 5. war, declared or undeclared, whether or not You or Your Insured Dependent is a member of any armed forces; or
- 6. travel or flight in an aircraft while a member of the crew, or while engaged in the operation of the aircraft, or giving or receiving training or instruction in such aircraft; or
- 7. commission of, participation in, or an attempt to commit an assault or felony; or
- 8. under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by a licensed physician and used in the manner prescribed. Conviction is not necessary for a determination of being under the influence; or
- 9. intoxication as defined by the laws of the jurisdiction in which the *Accident* occurred or .08% blood alcohol content if the jurisdiction in which the *Accident* occurred does not define intoxication. Conviction is not necessary for a determination of being intoxicated; or
- 10. active participation in a *Riot*. *Riot* means all forms of public violence, disorder, or disturbance of the public peace, by three or more persons assembled together, whether with or without a common intent and whether or not damage to person or property or unlawful act is the intent or the consequence of such disorder.

UNIFORM PROVISIONS

(Applicable to Dismemberment Coverage Only)

Initial Notice of Claim

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

Claim Forms

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

Time Limit for Filing Your Claim

We must receive written *Proof* of loss within 90 days after the date a *Loss* is incurred. If it is not possible to give *Us* written *Proof* within 90 days, the claim is not affected if the *Proof* is given as soon as possible. However, unless the claimant is legally incapacitated, written *Proof* of loss must be given no later than one year after the time *Proof* is otherwise due.

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

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

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

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

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

Physical Examination/Autopsy

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

TERMINATION PROVISIONS

When does Your coverage under the Policy end?

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

- 1. the date on which the *Policy* is terminated;
- 2. the 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. However, *You* may continue to be eligible for group insurance coverage, as follows:

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

provided all premiums are paid when due.

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

all premiums are paid when due.

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

period of time in accordance with the FMLA provision below, provided all premiums are paid when due; or, governed by the Policyholder's Human Resource policy on family and medical leaves of absence, in accordance with the FMLA provision below.

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

provided all premiums are paid when due.

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

began, provided all premiums are paid when due.

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

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, *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*.

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.

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 *You* reside, it is automatically changed to meet the minimum requirements of the statute.

Assignment

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

DEFINITIONS

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

Actively at Work or Active Work means that You must:

- 1. work for the *Policyholder* on a full-time 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.

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).

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.

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

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

Dependent or Eligible Dependent means:

- 1. Your lawful Spouse; and/or
- 2. *Your* unmarried natural, step or adopted child from live birth to 26 years of age or age 26 and over if a full-time student; and
- 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 for child(ren) in the process of being adopted begins immediately 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..

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

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

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

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

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.

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

Male Pronoun whenever used includes the female.

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

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

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

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

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

Public Safety Officer means a person whose primary job duties include controlling or reducing crime, criminal law enforcement and fire suppression.

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

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

Supplemental 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.

DEARBORN LIFE INSURANCE COMPANY

Administrative Office:

701 E. 22nd Street

Lombard, IL 60148

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 80% of the Terminally Ill Insured's Group Term Life Insurance amount in force on the date that We receive satisfactory Proof that such Insured is a Terminally Ill Insured.

Proof means evidence satisfactory to Us that an Insured is Terminally Ill. We reserve the right to determine, at our sole discretion, if Proof is acceptable.

Terminally III means an Insured who is expected to die within 12 months or less, due to a medical condition.

BENEFIT. We will pay an Accelerated Benefit during the lifetime of a Terminally Ill Insured if he or his legal representative elects an Accelerated Benefit and provides satisfactory Proof. The benefit will be paid in one sum to the Insured. The Accelerated Benefit amount is limited to a maximum of \$400,000 and a minimum of \$7,500 and is payable only once to any one Insured. There is no cost for this benefit.

EFFECT ON INSURANCE. This benefit is in lieu of the Group Term Life Insurance benefit that would have been paid upon the Insured's death. When the benefit is paid:

- 1. the amount of Group Term Life Insurance, otherwise payable upon an Insured's death, will be reduced by the Benefit:
- 2. the amount of Group Term Life Insurance which could otherwise have been converted to an individual contract will be reduced by the benefit; and
- 3. the premium due for the Group Term Life Insurance will be calculated on the amount of such insurance remaining in force after deducting the amount of the Accelerated 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.

NOTICE OF PROTECTION PROVIDED BY OKLAHOMA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** of the Oklahoma Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Oklahoma law, which determines who and what is covered and the amounts of coverage. The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Oklahoma law, with funding from assessments paid by other insurance companies. (For purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations (HMOs).)

The basic protections provided by the Association are:

- Life Insurance
 - \$300,000 in death benefits
 - \$100,000 in cash surrender or withdrawal values
- Health Insurance
 - \$500,000 for health benefit plans (see definition below)
 - \$300,000 in disability income insurance benefits
 - \$300,000 in long-term care insurance benefits
 - \$100,000 in other types of health insurance benefits
- Annuities
 - \$300,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000, except that with regard to hospital, medical and surgical insurance benefits, the maximum amount that will be paid is \$500,000.

"Health benefit plan" is defined in 36 O.S. §2024(7) and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance (LTCI).

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) 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 various residency requirements and other limitations under Oklahoma law.

To learn more about the above protections, please visit the Association's website at www.oklifega.org, or contact:

Oklahoma Life & Health Insurance Guaranty Association 201 Robert S. Kerr, Suite 600 Oklahoma City, OK 73102 Oklahoma Department of Insurance 3625 NW 56th Street, Suite 100 Oklahoma City, OK 73112 1-800-522-0071 or (405) 521-2828

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



STATEMENT OF ERISA RIGHTS

As a participant in the Plan You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001, *et seq.*, as amended ("ERISA"). ERISA provides that all plan participants shall be entitled to:

1. Receive Information about Your Plan and Benefits

- a. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- b. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- c. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

2. Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Employee benefit plan. The people who operate Your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of You and other plan participants and beneficiaries. No one, including Your employer, Your union, or any other person, may fire You or otherwise discriminate against You in any way to prevent You from obtaining a welfare benefit or exercising Your rights under ERISA.

3. Enforce Your Rights

If Your claim for a welfare benefit is denied or ignored, in whole or in part, You have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps You can take to enforce the above rights. For instance, if You request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, You may file suit in federal court. In such case, the court may require the Plan Administrator to provide the materials and pay You up to \$110 a day until You receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If You have a claim for benefits which is denied or ignored, in whole or in part, You may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if You are discriminated against for asserting Your rights, You may seek assistance from the U.S. Department of Labor, or You may file suit in a federal court. The court will decide who should pay court costs and legal fees. If You are successful the court may order the person You have sued to pay these costs and fees. If You lose, the court may order You to pay these costs and fees if, for example, it finds Your claims are frivolous.

4. Assistance with Your Questions

If You have any questions about Your Plan, You should contact the Plan Administrator. If You have questions about this statement or about rights under ERISA, or if You need assistance in obtaining documents from the Plan Administrator, You should contact the nearest office of the Employee Benefit Security Administration, U.S. Department of Labor, listed in Your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, Washington, D.C. 20210. You may obtain certain publications about Your rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration.

ERISA INFORMATION STATEMENT

The benefits described in your certificate are insured by an Insurance Policy ("Policy") issued by Blue Cross and Blue Shield of Oklahoma ("We" or "Insurer"), pursuant to an "employee welfare benefit plan" ("the Plan") as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. §1002(1), established by your employer, or where applicable, employee organization (the "Policyholder").

Every employee welfare benefit plan must be established and maintained pursuant to a written instrument that provides for a Plan Administrator. Your Plan Administrator has delegated the authority to administer claims under the Policy to the Insurer. As claims administrator, We will make decisions concerning eligibility and benefit determinations in accordance with the Policy provisions.

A. ADMINISTRATION OF THE PLAN

The Plan Administrator is the person or entity responsible for the administration of the Plan. The Plan Administrator has full discretionary authority and control over the Plan. This authority provides the Plan Administrator with the power necessary to operate, manage and administer the Plan. This authority includes, but is not limited to, the power to interpret the Plan and determine who is eligible to participate, to determine the amount of benefits that may be paid to a participant or his or her beneficiary, and the status and rights of participants and beneficiaries. The Plan Administrator also has the authority to prescribe the rules and procedures under which the Plan shall operate, to request information, and to employ or appoint persons to aid the Plan Administrator in the administration of the Plan.

Failure by the Plan or the Plan Administrator to insist upon compliance with any provisions of the Plan at any time or under any set of circumstances shall not operate to waive or modify the provision or in any manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are or are not the same. No waiver of any term or condition of the Plan shall be valid unless contained in a written memorandum expressing the waiver and signed by the person authorized by the Plan Administrator to sign the waiver.

The Plan may be amended, terminated or suspended in whole or in part, at any time without the consent of the Employees or beneficiaries. Any amendment, termination or suspension shall be in writing, and attached to the Plan. Any amendment, termination or suspension shall be executed according to the Employer's authorized procedures. Any such authorization may be specific to the Plan or persons authorized to act on behalf of the Employer or may be general as to duties of such person. Except for termination or suspensions, any amendments affecting the Policy and/or Certificate must also be approved in writing by an officer of the Insurer and shall be effective as of the date agreed to, in writing by the Plan Sponsor and the Insurer. Notwithstanding anything to the contrary in this document, the Policy shall terminate according to the provisions in the Policy.

The Plan has other fiduciaries, advisors and service providers. The Plan Administrator may allocate fiduciary responsibility among the Plan's fiduciaries and may delegate responsibilities to others. Any allocation or delegation must be done in writing and kept with the records of the Plan. As stated above, the Plan's benefits are provided to you pursuant to an insurance Policy issued to the Company. The Insurer shall, with respect to the Policy:

- resolve all matters when a review pursuant to the claims procedures has been requested;
- interpret, establish and enforce rules and procedures for the administration of the Policy and any claim under it; and
- determine eligibility of Employees and dependents for benefits and their entitlement to and the amount of benefits.

Each fiduciary is solely responsible for its own improper acts or omissions. Except to the extent required by ERISA, no fiduciary has the duty to question whether any other fiduciary is fulfilling all of the responsibilities imposed upon the other fiduciary by law. Nor is a fiduciary liable for a breach of fiduciary duty committed before it became, or after it stopped being, a fiduciary. However, a fiduciary may be liable for a breach of fiduciary responsibility of any Plan fiduciary, to the extent provided in ERISA Section 405(a), 29 U.S.C. §1105(a). The Employer makes no promise to continue these benefits in the future and rights to future benefits will never vest. Retirement does not give any retiree any vested right to continue to participate or receive Plan benefits, except as provided in the Plan.

B. CLAIMS PROCEDURE FOR LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS:

When You or Your Beneficiary are eligible to receive benefits, You or Your Beneficiary, or Your authorized representative (collectively, "You") must follow the claim procedures described in Your Group Insurance Certificate by submitting the proper form in writing to the Insurer at:

Claims Department

Blue Cross and Blue Shield of Oklahoma

701 E. 22nd Street Lombard, IL. 60148 1-888-381-9727

For the purpose of this Section, the terms "written" and "in writing" include "electronic." Any action required to be "written" or "in writing," may be done electronically, where available. If the Insurer uses electronic notices, it will do so in accordance with 29 CFR 2520.104b-1c(i), (iii) and (iv).

Insurance Plans

We will give You a decision no more than 90 days after receipt of due proof of loss, except in special circumstances (such as the need to obtain further information), but in no case more than 180 days after the due proof of loss is received.

If the claim is denied, in whole or in part, We will provide You with a written notice giving the following:

- the reasons for the adverse benefit determination;
- reference to the specific Policy provisions on which the determination is based;
- a description of any additional material or information necessary for You to perfect the claim and an explanation of why such material or information is necessary;
- a statement that You are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim; and
- a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of Your rights to bring a civil action under ERISA §502(a), 29 U.S.C. §1132(a) following an adverse benefit determination on review.

Any denied claim may be appealed to the Insurer by You or Your authorized representative, at the address specified in the claim denial, for a full and fair review. The review will be conducted by a person different from the person who made the initial decision and the reviewer will not review the merits of the claim with the original examiner nor be the original examiner's subordinate. The claimant may:

- a) request a review upon written application within 60 days of receipt of claim denial;
- b) upon request and free of charge, review pertinent documents, records and other information relevant to the claim and receive copies of same; and
- c) submit issues, comments, records, and other information in writing.

A decision will be made by the Insurer no more than 60 days after receipt of the request for review, except in special circumstances (such as the need to obtain additional evidence), but in no case more than 120 days after the request for review is received. We will notify You in writing if an extension is needed. If We need information from You and You deliver that information within the time specified, the extension will begin after You provide the information. If You do not provide the information in that time period, We may decide Your appeal without that information. The written decision will include specific reasons for the decision and specific references to the Plan provisions on which the decision is based. The decision will advise You of any other appeal rights You have under the Plan, as well as Your right to bring an action under Section 502(a) of ERISA, 29 U.S.C. §1132(a).

C. CLAIMS PROCEDURE FOR WAIVER OF PREMIUM BENEFITS:

When You are eligible to receive benefits, You must follow the claim procedures described in your Group Insurance Certificate by submitting the proper form in writing to the Insurer at:

Claims Department

Blue Cross and Blue Shield of Oklahoma

701 E. 22nd Street

Lombard, IL. 60148

1-888-381-9727

For the purpose of this Section, the terms "written" and "in writing" include "electronic." Any action required to be "written" or "in writing," may be done electronically, where available. If the Insurer uses electronic notices, it will do so in accordance with 29 CFR 2520.104b-1c(i), (iii) and (iv).

We will give you a written response to your claim, usually within 45 days. The time for decision may be extended for two additional 30 day periods provided that, prior to any extension period, We notify you in writing that an extension is necessary due to matters beyond the control of the Plan, identifies those matters and gives the date by which it expects to render its decision. If the extension is due to your failure to submit information necessary to decide your claim, the time for decision shall be tolled from the date on which We send you notice of the extension until the date We receive your response to our request. This period will be no longer than 45 days after We have requested the information. At that time We will decide your claim based on the information We have at that time.

If the claim is denied, in whole or in part, We will provide You with a written notice giving the following:

- the reasons for the adverse benefit determination:
- reference to the specific Policy provisions on which the determination is based;
- a description of any additional material or information necessary for You to perfect the claim and an explanation of why such material or information is necessary;
- either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied on in making the adverse determination or, alternatively, a statement that such rules, guideline, protocols, standards or other similar criteria of the Plan do not exist;
- a statement that You are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim; and
- a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of Your rights to bring a civil action under ERISA §502(a), 29 U.S.C. §1132(a) following an adverse benefit determination on review.

If the claim has been denied, in whole or in part, you can appeal the denial to us for a full and fair review. You have at least 180 days to appeal from the claim denial.

You may:

- a) request a review upon written application within 180 days of receipt of claim denial;
- b) upon request and free of charge, review pertinent documents, records and other information relevant to the claim and receive copies of same; and
- c) submit issues, comments, records, and other information in writing.

We will make a decision no more than 45 days after We receive your appeal. The time for decision may be extended for one additional 45 day period provided that, prior to the extension, We notify you in writing that an extension is necessary due to special circumstances, identifies those circumstances and gives the date by which it expects to render its decision. If your claim is extended due to your failure to submit information necessary to decide your claim on appeal, the time for your decision shall be tolled from the date on which the notification of the extension is sent to you until the date We receive your response to the request.

If the adverse benefit determination is upheld on administrative appeal, in whole or in part, We will provide You with a written notice giving the following:

- the reasons for the adverse benefit determination;
- reference to the specific Policy provisions on which the determination is based;
- a description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary;
- either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied on in making the adverse determination or, alternatively, a statement that such rules, guideline, protocols, standards or other similar criteria of the Plan do not exist;

- a statement that You are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim; and
- a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of Your rights to bring a civil action under ERISA §502(a), 29 U.S.C. §1132(a) following an adverse benefit determination on review.

Administrative Office:

701 E. 22nd Street • Lombard, Illinois 60148