Term Life and AD&D Insurance

Employee Benefit Booklet

Products and services marketed under the Dearborn National® brand and the star logo are underwritten and/or provided by Fort Dearborn Life Insurance Company® (Downers Grove, IL) in all states (excluding New York), the District of Columbia, the United States Virgin Islands, the British Virgin Islands, Guam and Puerto Rico.
Having issued Group Policy No. F019106-0001
(known as the Policy)

to
NORTHWESTERN UNIVERSITY
(known as the Policyholder)

GROUP INSURANCE CERTIFICATE

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

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

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

READ YOUR CERTIFICATE CAREFULLY

Signed for Fort Dearborn Life Insurance Company

[Signature]
Secretary
[Signature]
President

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

POLICYHOLDER: NORTHERN UNIVERSITY
POLICY NUMBER: F019106-0001
EFFECTIVE DATE: January 1, 2012
ANNUAL ENROLLMENT PERIOD: The last two weeks in October through the second week in November

ELIGIBILITY: All full-time and part-time Employees of the Policyholder as specified below who are working in the United States of America or temporarily in Doha, Qatar, are Actively at Work for the Policyholder and who have completed the Waiting Period are eligible for the insurance. A full-time or part-time Employee is one who regularly works a minimum of 17.5 hours per week for the Policyholder. Seasonal and temporary Employees of the Policyholder are not eligible.

- A full-time or part-time Regular staff Employee is scheduled to work at least 17.5 hours per week for the Policyholder. Full-time and part-time Exempt staff Employees must be appointed on at least a half-time (50%) basis for the Policyholder. Bargaining unit Employees are eligible as defined in the union contract.
- All Faculty Employees appointed on full-time or part-time basis for the entire academic year or on a full-time basis for half the academic year. Half the academic year is defined as either one semester or 2 quarters.
- All Academic Full-time Employees & Half-time Faculty Employees earning a minimum of $1,000 annually and who are compensated exclusively by one or more of the following affiliated McGaw Medical Center Institutions including the University, Northwestern Memorial Hospital (NMH), Northwestern Medical Faculty Foundation (NMFF), Children's Memorial Hospital and its related faculty practice plans, the Rehabilitation Institute of Chicago (RIC), and the VA Lakeside Medical Center.
- All Employees who are classified as Post Doctoral Fellows who are appointed on at least a half-time basis.
- All Employees with academic appointments of half-time or greater at the rank of professor, associate professor or assistant professor.

Eligibility Waiting Period: Current Employees: First of the month coincident with or next following date of hire
New Employees: First of the month coincident with or next following date of hire
Policyholder Contribution: Basic Life & AD&D 100% of premium
Supplemental Dependent Life & AD&D 0% of premium
Supplemental Life & AD&D 0% of premium

GROUP TERM LIFE INSURANCE

Employee Basic Life Benefit Amount
Choice of the lesser of $50,000 or 2.5 times Annual Earnings, rounded to the next higher $1,000; or 2.5 times Annual Earnings, rounded to the next higher $1,000, to a maximum of $250,000, but no less than $2,500
A change in the election of basic life during Annual Enrollment or due to a Change in Family Status will not require Evidence of Insurability.

Employee Supplemental Life Benefit Amount
Choice of 1, 2, 3, 4 or 5 times Annual Earnings, rounded to the next higher $1,000, to a maximum of $2,000,000

Annual Earnings means Your gross annual income from the Policyholder as of September 1 of the prior year or if newly hired Your annual university salary of the current year. 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 commissions, bonuses, overtime pay, honoraria, summer salary or any other extra compensation,
or income received from sources other than the Policyholder.

For Employees paid on a bi-weekly basis, Annual Earnings is calculated by multiplying Your hourly rate by Your bi-weekly scheduled hours, multiplied by 26.1 pay periods.

Guarantee Issue Benefit Limit

Basic: $250,000
Supplemental:
Employee: The lesser of 3 times Annual Earnings or $1,000,000 (Not applicable to a one level increase due to a Change in Family Status.)
Spouse: $30,000
Child: $25,000

Benefit amounts may be subject to Guarantee Issue limits based on participation levels as determined by Us. Any Guarantee Issue Limits established are only available during Your group’s initial enrollment and for new employees who have met the Eligibility requirements. Employees must enroll within 31 days of their eligibility date to qualify for any established Guarantee Issue.

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

Reduction of Benefits

Basic Group Term Life: The Annual Earnings used to calculate Basic Group Term Life benefits are reduced to 65% at age 65 and further reduce to 50% at age 70.

Supplemental Group Term Life: None.

Accelerated Death Benefit (ADB)

Benefit Amount Up to 75% (75% is maximum in Illinois) of Basic and Supplemental Term Life Insurance In force
Insured Eligibility Employee
Minimum Covered Life Insurance Amount $10,000
Maximum ADB Payment $1,000,000
Minimum ADB Payment $7,500

Portability

Benefit Eligibility Basic and Supplemental Life and AD&D
Insured Eligibility Employee & Spouse
Portability Benefit Duration Age 80
Maximum Portable Amount The lesser of 5 times Annual Earnings or $1,000,000 Life
The lesser of 5 times Annual Earnings or $1,000,000 AD&D

DEPENDENT TERM LIFE INSURANCE

Spouse Benefit Amount Supplemental:
Incremental selection from a minimum of $10,000 up to a maximum of $500,000 in increments of $10,000, not to exceed 100% of the Employee’s combined Basic and Supplemental Life amount.

Child(ren) Benefit Amount Supplemental:
Age live birth to 26 years – Incremental selection from a minimum of $5,000 to a maximum of $25,000 in increments of $5,000, not to exceed 100% of the Employee’s combined Basic and Supplemental Life amount.

GROUP ACCIDENTAL DEATH & DISMEMBERMENT

Employee Basic AD&D Coverage Amount An amount equal to Your Employee Basic Life Benefit Amount

Employee Supplemental AD&D Coverage Amount An amount equal to Your Employee Supplemental Life Benefit Amount. If You enroll in the Family Plan, Your Eligible Dependents will be covered for the amount(s) shown below.

Dependent AD&D Benefit Amount

Spouse Supplemental: An amount equal to Your Supplemental Dependent Term Life Spouse Benefit Amount
Dependent Child(ren) Supplemental: An amount equal to Your Supplemental Dependent Term Life Child(ren) Benefit Amount
| Benefit                              | Basic AD&D benefits: Amount is equal to the Basic Life benefit amount after all applicable reductions.  
|                                     | Supplemental AD&D benefits: None. |
| Reduction of Benefits               | Seat Belt Benefit 10% of Coverage Amount, to a maximum of $25,000  
|                                     | Air Bag Benefit 5% of Coverage Amount to a maximum of $15,000 |
| Repatriation Benefit                | 2% of Coverage Amount to a maximum of $5,000 |
| Education Benefit                   | Benefit Amount Basic: 5% of Basic Employee Coverage Amount to a maximum of $3,000 per year  
|                                     | Supplemental: 5% of Supplemental Employee Coverage Amount to a maximum of $10,000 per year  
| Maximum Benefit Duration            | Benefit payable for a maximum of four (4) years |
| Eligible Dependents                 | Age live birth to age 26 years |
| Day Care Benefit Amount             | Benefit Amount Basic: 3% of Basic Employee Coverage Amount to a maximum of $2,000 per year for Six (6) years  
|                                     | Supplemental: 5% of Supplemental Employee Coverage Amount to a maximum of $10,000 for Six (6) years |
| Maximum Spouse Training Benefit     | $5,000 |
| Public Conveyance Benefit           | Coverage Amount to a maximum of $150,000 |
| Common Disaster Benefit             | Supplemental Employee Coverage Amount to a maximum of $150,000 |
| Felonious Assault Benefit           | Employee Coverage Amount to a maximum of $25,000 |
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, the Policy effective date;
2. If You enroll for coverage within 31 days of Your eligibility date, on 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 means changes in the status of Your family, including but not limited to:

1. You get married or execute enter into a Civil Union;
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 or dissolve a Civil Union;
4. Your Dependent Child becomes emancipated or dies;
5. Your Spouse is no longer employed, resulting in a loss of group insurance.

When is Evidence of Insurability required?

Evidence of Insurability is required if:

1. You are a late applicant, which means You enroll for insurance more than 31 days after Your eligibility date; or
2. You voluntarily canceled Your insurance and choose to reapply; or
3. Your coverage amount exceeds the Guarantee Issue Benefit Limit as set forth in the Schedule of Benefits; or
4. An increase to Your Annual Earnings results in an increase to Your Life Insurance benefit of more than $300,000, and that amount exceeds the Guarantee Issue Benefit Limit; or
5. You enroll for additional coverage that is greater than Your current Supplemental Life and/or Supplemental Dependent Life election(s) during an Annual Enrollment Period or greater than the next higher Employee coverage option or up to the Guarantee Issue Benefit Limit for Supplemental Dependent Spouse due to a Change in Family Status (includes late applicants). Evidence of Insurability is not required for Dependent Children.

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.

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 or the date We approve coverage if Evidence of Insurability is required, whichever is later.

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.

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

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

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

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

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

Additional Contributory coverage is subject to payment of premium.

Any decrease in coverage will take effect 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 or the date We approve coverage if Evidence of Insurability is required, whichever is later, provided You are Actively at Work on that day.

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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 31 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.

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TERM LIFE INSURANCE BENEFIT

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

When is a Life Insurance Benefit payable?

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

1. You are insured under the Policy on the date of death, and
2. We receive proof of death within a reasonable amount of time 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 increased benefit amounts elected during subsequent Annual Enrollment periods and Accelerated Death Benefits, will not be payable for a loss caused by suicide or attempted suicide, while sane or insane, within two (2) years from the effective date of Your 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 Portability provision, You may be asked to name a beneficiary. A beneficiary designation made in connection with Portability, if different from the designation on Your enrollment form, shall constitute a change of beneficiary under the Policy. Such change of beneficiary only applies while You qualify for continued coverage under the Portability provision.

If continuation of life insurance under the Portability provision ceases, and You are employed by the Policyholder, You must make a new beneficiary designation. If You do not name a new beneficiary, We will pay death benefits in accordance with the Facility of Payment provision.

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.

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ACCELERATED DEATH BENEFIT

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

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

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

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

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

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

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

Are there any exceptions to the payment of the Accelerated Death Benefit?
The Accelerated Death Benefit will not be payable:
1. for any amount of group term life insurance which is less than the Minimum ADB Payment as set forth in the Schedule of Benefits; or
2. if Your Terminal Condition is the result of:
   a. attempted suicide, while sane or insane; or
   b. intentionally self-inflicted injury; or
3. if Your group term life insurance benefit has been assigned; or
4. if Your group term life insurance benefit is payable to an irrevocable beneficiary, including notification to Us that such benefit or a portion of such benefit is to be paid to a former spouse as part of a divorce or separation agreement.
Notice and Proof of Claim

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

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

Effect on Insurance

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

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

2. the amount of group term life insurance which could otherwise have been converted to an individual contract will be reduced by the amount of the Accelerated Death Benefit; and

3. the premium due for group term life insurance will be calculated on the amount of such insurance remaining in force after deducting the Accelerated Death Benefit.
PORTABILITY BENEFIT

What is the Portability Benefit?

If Your Basic and Supplemental Group Life and AD&D 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 and AD&D 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 and AD&D Insurance which may be continued under Portability is the amount of Life and AD&D Insurance in force at the time the Portability Benefit is elected, not to exceed the maximum portable amount set forth in the Schedule of Benefits.

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

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 prior to electing Portability; and
2. Your Life and AD&D 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 80 years of age; 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 and AD&D Insurance terminated.

We reserve the right to rescind any coverage amounts continued under Portability if it can be shown that You misrepresented any of the information provided to support eligibility for Portability.
Can Dependent Life Insurance be Ported if Your Eligibility Terminates or if Your Spouse’s Coverage Terminates?

Yes, You or Your insured Spouse may elect Portability of Dependents’ Life and AD&D Insurance if Dependents’ insurance coverage ceases as follows:

1. You may apply for Portability of Dependent Life Insurance if You meet the eligibility requirements to port Your Life and AD&D Insurance as shown above and You are covered for Dependent Life and AD&D insurance on the date Your coverage ceases.

2. Your insured Spouse may apply for Portability of his Group Life and AD&D Insurance, and/or life insurance on covered Dependent Child(ren) provided:
   a. Your Spouse’s life insurance terminates because You die or Your eligibility for Dependent Life Insurance ceased for reasons other than termination of the master Policy and Your Spouse is less than 80 years of age.
   b. Your Spouse had elected Dependent Life and AD&D on eligible Dependent Child(ren) and such coverage is still in force when Your eligibility for Dependents Life Insurance ceased for reasons other than termination of the master Policy.
   c. Your Spouse must have been insured for such coverage(s) under the Policy prior to electing Portability.
   d. Portability is not available if Your Spouse’s life insurance terminates because he no longer meets the Policy definition of an Eligible Dependent Spouse.

3. You or Your Spouse must not have exercised the right to convert under the Dependent Conversion Privilege provision of the Policy the amount of coverage You or Your Spouse elect under the Portability Benefit. If You elect portability of Dependent Life Insurance, any amounts of Dependent Life Insurance which are not ported may be converted in accordance with the terms of the Policy.

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

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

When will Portable Coverage Terminate?

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

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

If continuation of life or AD&D 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 will not be payable for a loss caused by suicide or attempted suicide, while sane or insane, within two (2) years from the effective date of Your covered Dependent’s 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 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 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 or Your Spouse 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; or
3. the date You enroll Your Eligible Dependent(s);
4. the date You acquire Your Eligible Dependent(s);
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 on the date coverage would otherwise become effective, insurance will not become effective until the date the Eligible Dependent is No Longer Hospital Confined or Your Spouse is able to perform at least two of the Activities of Daily Living.

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

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

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

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

Definitions which apply to the Dependent Life Insurance provision:

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

1. *Your* natural or step child.
2. a child placed with *You* for adoption from the date of placement or the date *You* are party in a suit in which *You* seek the adoption of the child. Eligibility will continue unless the child is removed from placement.
3. a child for whom *You* have been appointed Legal Guardian by a court of law or *Your* foster child.

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 in the jurisdiction in which *You* reside.

### 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.

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ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT (AD&D)

COVERAGE PLANS AVAILABLE

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 result of the Accident

<table>
<thead>
<tr>
<th>TABLE OF LOSSES</th>
<th>% OF COVERAGE AMOUNT PAYABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of Life</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of Both Hands</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of Both Feet</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of Entire Sight of Both Eyes</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of One Hand and One Foot</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of One Hand</td>
<td>50%</td>
</tr>
<tr>
<td>Loss of One Foot</td>
<td>50%</td>
</tr>
<tr>
<td>Loss of Entire Sight of One Eye</td>
<td>50%</td>
</tr>
<tr>
<td>Loss of Thumb and Index Finger (on same hand)</td>
<td>25%</td>
</tr>
</tbody>
</table>

Definitions which apply to the AD&D Provision:

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

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

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

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

*What is the Seat Belt Benefit?*

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

1. the *Automobile* is equipped with *Seat Belts*.
2. the *Seat Belt* was in actual use and properly fastened at the time of the *Accident*.
3. the position of the *Seat Belt* is certified in the official report of the *Accident* or by the investigating officer. A copy of the police accident report must be submitted with the claim.
4. *You* were driving or riding in an *Automobile* driven by a licensed driver who was neither:
   a. intoxicated or driving while impaired. Intoxication and impairment shall be determined, with or without conviction, by the law of the jurisdiction in which the Accident occurs or .08% blood alcohol content if the jurisdiction in which the *Accident* occurred does not define intoxication; nor
   b. under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by a licensed physician and used in the manner prescribed. Conviction is not necessary for a determination of being under the influence.

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

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

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

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**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.

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**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* or *Your* covered Spouse’s 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* or *Your* covered Spouse’s 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* or *Your* covered Spouse’s 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* or *Your* covered Spouse died as a result of an Accident for which the Accidental Death & Dismemberment benefit is payable and that, within 12 months after *Your* or *Your* covered Spouse’s death, *Your* Eligible Dependent Child is a full-time student in an elementary or high school.
SPouse Training Benefit

What is the Spouse Training Benefit?

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

We will pay this benefit if You:

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

The benefit will be payable for Your surviving Spouse who:

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

School of Higher Education means an institution which:

1. is legally authorized by the State in which it is located; and
2. provides either a program for:
   a. Bachelor’s degrees or not less than a two year program with full credit towards a Bachelor’s degree; or
   b. Gainful employment as long as such program is at least one year of training; and
3. is accredited by an Agency or association recognized by the U.S. Department of Education under the Higher Education Assistance Act as may be amended from time to time.

Day Care Benefit

What is the Day Care Benefit?

We will pay an additional amount, as set forth in the Schedule of Benefits, if the Employee Coverage Amount under the AD&D Benefit is payable for Your loss of life. The benefit is paid annually for the cost of covered expenses incurred, if You are survived by a Dependent Child who:

1. on the date of the covered Accident was enrolled in a legally licensed Day Care Center; or
2. is enrolled in a legally licensed Day Care Center within 365 continuous days from the date of the covered Accident; and
3. is less than 13 years of age.

The Day Care Center Benefit is payable for incurred Day Care Center expenses for each child who qualifies:

1. in an amount up to the Day Care Benefit Amount as set forth in the Schedule of Benefits; and
2. only while the Dependent child continues to be enrolled in a legally licensed Day Care Center.
We will pay this benefit once a year, at the end of a 12-month period in which there are documented Day Care Center expenses, for not more than the Maximum Day Care Benefit Duration, as set forth in the Schedule of Benefits, or until the child's 13th birthday, whichever happens first.

If at the time of the Accident, coverage for a Dependent Child is in force, but there is no Dependent child who qualifies, we will pay an additional benefit of $1,500 to Your designated beneficiary.

This benefit will be payable to Your surviving Spouse, if Your Spouse has custody of the child. If You have no surviving Spouse, or Your child does not live with Your Spouse, then the benefit will be paid to the child's legally appointed guardian.

Day Care Center means a facility which is run according to law, including laws and regulations applicable to child care facilities, and which provides care and supervision for children in a group setting on a regular, daily basis.

A Day Care Center does not include: a hospital, the child's home or care provided during normal school hours while a child is attending grades one through twelve.

### COMMON DISASTER BENEFIT

**What is the Common Disaster Benefit?**

We will pay an additional amount, as set forth in the Schedule of Benefits, if;

1. You and Your covered spouse die as a result of Injury received in the same Accident or separate Accidents that occur within the same 24 hour period; and
2. loss of Life occurs for both You and Your Spouse within 90 days of the Accident(s); and
3. a benefit is payable under the AD&D Benefit for Your death and the death of Your Spouse, then

We will increase the amount under the AD&D Benefit for Your Spouse (the "Spousal AD&D Benefit") to equal the Coverage Amount under Your AD&D Benefit, if greater than the Spousal AD&D Benefit. The Spousal AD&D Benefit under this Common Disaster Benefit may not exceed the Maximum Common Disaster Benefit shown on the Schedule of Benefits.

### PUBLIC CONVEYANCE BENEFIT

**What is the Public Conveyance Benefit?**

We will pay an additional amount, as set forth in the Schedule of Benefits, if an AD&D benefit is payable for Your loss of life as the result of an Accident which occurs while You are a fare-paying passenger in a Public Conveyance that;

1. is run by a common carrier regulated by the government; and
2. transports passengers for hire; and
3. is not chartered or other privately arranged conveyance.

Public Conveyance means

1. Any land or water conveyance licensed for the transportation of passengers for hire; or
2. Any aircraft operated by a business organized to operate an aircraft service and licensed for the transportation of passengers for hire.
**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;

*LIMITATIONS*

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

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

1. any disease or infirmity of mind or body, and any medical or surgical treatment thereof; or;

2. any infection, except an infection of an *Accidental Injury*; or

3. suicide or attempted suicide, while sane or insane; or

4. any intentionally self-inflicted *Injury*; or

5. travel or flight in a non-commercial aircraft while a member of the crew, or while engaged in the operation of the aircraft, or giving or receiving training or instruction in such aircraft; or

6. while under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by a licensed physician and used in the manner prescribed. This limitation does not apply if the influence was involuntary or unintentional. Conviction is not necessary for a determination of being under the influence; or

7. direct result of the insured's intoxication as defined by the laws of the jurisdiction in which the *Accident* occurred or .08% blood alcohol content if the jurisdiction in which the *Accident* occurred does not define intoxication. Conviction is not necessary for a determination of being intoxicated; or

8. active participation in a *Riot*. *Riot* means all forms of public violence, disorder, or disturbance of the public peace, by three or more persons assembled together, with a common intent and whether or not damage to person or property or unlawful act is the intent or the consequence of such disorder.

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

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**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 end of the month following the date You:
   a. are no longer a member of a class eligible for this insurance,
   b. request termination of coverage under the Policy,
   c. are retired or pensioned, or
   d. are no longer Actively at Work as a result of a disability, layoff, leave of absence, sabbatical or military leave, You may continue to be eligible for group insurance coverage, as follows:

   **Disability** Until the end of the 24th month following the month in which the disability began, provided all premiums are paid when due, the Policy is in force, and Your coverage is not replaced with group life insurance provided by a new carrier.

   **Layoff** (Including Policyholder Suspending Operations) Until the end of 365 days after the layoff began, provided all premiums are paid when due, the Policy is in force, and Your coverage is not replaced with group life insurance provided by a new carrier.

   **Leave of Absence** Until the end of the 12th month following the month in which the leave of absence began, or, the period of time in accordance with the FMLA provision below, provided all premiums are paid when due, the Policy is in force, and Your coverage is not replaced with group life insurance provided by a new carrier.

   **Sabbatical** Until the end of the 24th month following the month in which the sabbatical began, provided all premiums are paid when due, the Policy is in force, and Your coverage is not replaced with group life insurance provided by a new carrier.

   **Military Leave** Until the end of the 12th month following the month in which the military leave began, provided all premiums are paid when due, the Policy is in force, and Your coverage is not replaced with group life insurance provided by a new carrier.

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

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

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

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

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

You are eligible for leave under this Act in order to provide care:
1. After the birth of a child; or
2. After the legal adoption of a child; or
3. After the placement of a foster child in Your home; or
4. To a spouse, child or parent due to their serious illness; or
5. For Your own serious health condition.

While granted a Family or Medical Leave of Absence:
1. The Policyholder must remit the required premium according to the terms of the Policy; and
2. coverage will terminate if You do not return to work as scheduled according to the terms of Your agreement with the Policyholder.

00053a

When does Dependent Life Insurance coverage end?

Unless life and AD&D insurance is continued under the Portability Benefit provision, Dependent Life Insurance coverage will end on the earliest of:
1. the date You are no longer Actively at Work (except in the case of disability, layoff or leave of absence as set forth above); or
2. the date on which the Policy is terminated;
3. the date You stop making any required contribution toward payment of premiums;
4. the effective date of an amendment to the Policy which terminates insurance for the class to which You belong; or
5. the end of the month following 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 end of the month following 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.

00054a
GENERAL PROVISIONS

Entire Contract; Changes

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

Statements on the Application

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

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

Legal Actions

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

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

Clerical Error

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

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

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

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

Incontestability

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

Premium Provisions

Premiums are payable in United States dollars on or before their due dates. The Policyholder has agreed to deduct from Your pay any premiums payable for Your Supplemental coverage. The Policyholder agrees to remit such premiums for the entire time coverage under the Policy is in effect.
Premium charges for increases in insurance amounts becoming effective during a policy month will begin on the next premium due date. Premium charges for insurance terminating during a policy month will cease at the end of the month in which such insurance terminates. This method of charging premium is for accounting purposes only. It will not extend any insurance coverage beyond the date it would otherwise have terminated.

**Misstatement of Age**

If *You* have misstated *Your* age or the age of a Dependent, the true age will be used to determine:

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

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

**Conformity with State Statutes and Regulations**

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

**Assignment**

*You* may assign any incident of ownership *You* may possess of the life insurance benefits provided under the Policy to anyone other than the *Policyholder*. We are not responsible for the validity or legal effect of any assignment. Collateral assignments, by whatever name called, are not permitted.
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 child who is within the age limits set forth in the Schedule of Benefits, and who is not in active military service.

**Eligible Dependents Include**

1. Your natural or step child.
2. a child placed with You for adoption from the date of placement or the date You are party in a suit in which You seek the adoption of the child. Eligibility will continue unless the child is removed from placement.
3. a child for whom You have been appointed Legal Guardian by a court of law or Your foster child.

**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.

**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 disease or bodily infirmity.

**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. If the *Policyholder* is an association or a trust, the term *Participating Employer* shall be substituted for *Policyholder*.

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

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

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

**Spouse** means lawful spouse in the jurisdiction in which *You* reside.

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

**We, Our** and *Us* means Fort 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.
AMENDATORY RIDER

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

The following benefit is added:

Loss of Use Benefit

What is the Loss of Use Benefit?

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

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

<table>
<thead>
<tr>
<th>TABLE OF LOSSES</th>
<th>% OF COVERAGE AMOUNT PAYABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quadriplegia</td>
<td>150%</td>
</tr>
<tr>
<td>Paraplegia</td>
<td>75%</td>
</tr>
<tr>
<td>Loss of Speech</td>
<td>50%</td>
</tr>
<tr>
<td>Loss of Hearing (both ears)</td>
<td>50%</td>
</tr>
<tr>
<td>Hemiplegia</td>
<td>75%</td>
</tr>
<tr>
<td>Uniplegia</td>
<td>50%</td>
</tr>
</tbody>
</table>

Definitions which apply to the Loss of Use Benefit:

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

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

Loss of Speech means entire and irrecoverable loss of speech.

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

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

Paraplegia means total Paralysis of both legs.

Quadriplegia means total Paralysis of both arms and both legs.

Uniplegia means total Paralysis of one limb.

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

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

1. any disease or infirmity of mind or body, and any medical or surgical treatment thereof; or;
2. any infection, except an infection which results directly from an Accidental Injury; or
3. attempted suicide, while sane or insane; or
4. any intentionally self-inflicted Injury; or
5. travel or flight in a non-commercial aircraft while a member of the crew, or while engaged in the operation of the aircraft, or giving or receiving training or instruction in such aircraft; or
6. the Insured being under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless the controlled substance was prescribed for the Insured by a licensed physician and the Insured used the controlled substance in the manner prescribed. This limitation does not apply if the ingestion of the controlled substance by the Insured was involuntary or unintentional. Criminal conviction is not required for Us to make a determination that the Insured was under the influence; or
7. direct result of the Insured’s intoxication as defined by the laws of the jurisdiction in which the Accident occurred or .08% blood alcohol content if the jurisdiction in which the Accident occurred does not define intoxication. Criminal conviction is not required for Us to make a determination that the Insured was intoxicated; or
8. the Insured’s active participation in a Riot. Riot means all forms of public violence, disorder, or disturbance of the public peace, by three or more persons assembled together, whether or not damage to person or property or unlawful act is the intent or the consequence of such disorder.

UNIFORM PROVISIONS
(Applicable to Loss of Use Benefit Only)

Initial Notice of Claim

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

Telephonic Claim Notification

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

Claim Forms

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

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

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

1. it was not reasonably possible to give written proof during the 1 year period, and
2. proof of loss satisfactory to Us was given as soon as was reasonably possible.

Physical Examination/Autopsy

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

ALL PROVISIONS OF THE POLICY OR CERTIFICATE WILL APPLY TO THIS RIDER, EXCEPT THAT IN THE EVENT OF A CONFLICT, THE SPECIFIC PROVISIONS OF THIS RIDER WILL GOVERN.

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

Fort Dearborn Life Insurance Company

President
FORT DEARBORN LIFE INSURANCE COMPANY  
Chicago, Illinois  

AMENDATORY ENDORSEMENT  

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

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

Spouse includes a Party to a Civil Union.

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

\[Signature\]  
President

Nothing contained in this Amendatory Endorsement shall be held to alter or affect any provision or condition of the Policy or Certificate, other than as stated above.
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 up to 75% of the Insured’s group term life insurance amount in force on the date that We receive satisfactory Proof that such Insured has a Terminal Condition.

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

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

BENEFIT. We will pay an Accelerated Death Benefit during the lifetime of an Insured if he or his legal representative elects an Accelerated Death Benefit and provides satisfactory Proof that the Insured has a Terminal Condition. The benefit will be paid in one sum to the Insured. The Accelerated Death Benefit amount is limited to a maximum of $1,000,000 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. The Accelerated Death Benefit is in lieu of the group term life insurance benefit that would have been paid upon the Insured's death. When the Accelerated Death Benefit is paid:

1. the group term life insurance benefit otherwise payable upon the Insured's death, will be reduced by the amount of the Accelerated Death Benefit;

2. the amount of group term life insurance which could otherwise have been converted to an individual contract will be reduced by the amount of the Accelerated Death Benefit; and

3. the premium due for group term life insurance will be calculated on the amount of such insurance remaining in force after deducting the Accelerated Death Benefit.

This notice is a brief description of the Accelerated Death Benefit. For further details of coverage, including limitations, refer to the Accelerated Death Benefit provision in your certificate.
NOTICE OF
PROTECTION PROVIDED BY
ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

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

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

The basic protections provided by the Association per insolvency are:

- **Life Insurance**
  - $300,000 in death benefits
  - $100,000 in cash surrender or withdrawal values

- **Health Insurance**
  - $500,000 in hospital, medical and surgical insurance benefits*
  - $300,000 in disability insurance benefits
  - $300,000 in long-term care insurance benefits
  - $100,000 in other types of health insurance benefits

- **Annuities**
  - $250,000 in withdrawal and cash values

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

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

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

<table>
<thead>
<tr>
<th>Illinois Life and Health Insurance Guaranty Association</th>
<th>Illinois Department of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>8420 West Bryn Mawr Avenue, Suite 550</td>
<td>4th Floor</td>
</tr>
<tr>
<td>Chicago, Illinois 60631-3404</td>
<td>320 West Washington Street</td>
</tr>
<tr>
<td>(773) 714-8050</td>
<td>Springfield, Illinois 62767</td>
</tr>
</tbody>
</table>

Insurance companies and agents are not allowed by Illinois law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is an inconsistency between this notice and Illinois law, then Illinois law will control.
The benefits described in your certificate are insured by a Policy issued by Fort Dearborn Life Insurance Company ("FDL"), pursuant to an Employee Welfare Benefit Plan ("the Plan") established by your employer ("the Company"). This ERISA Information Statement ("EIS") describes some of the key provisions of the Plan in effect as of the Effective Date of the Policy.

It is not the intention of the EIS to cover all situations that may arise, but to provide you with a general understanding of your benefits. In the case of any item not covered by the EIS or in the event of any conflict between the EIS and the Policy, the Plan will always control. You should not rely on any oral explanation, description, or interpretation of the Plan because the written terms of the Plan will govern. Your right to any benefit depends on the actual facts and terms and conditions of the particular Plan; no rights accrue by reason of or arising out of any statement shown in or omitted from this EIS.

A. ADMINISTRATION OF THE PLAN

The Plan Administrator is responsible for the administration of 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 FDL and shall be effective as of the date agreed to, in writing by the Plan Sponsor and FDL. 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. The Plan's life benefits are provided pursuant to an insurance policy issued to the Company. FDL's (the Insurer's) services shall be limited to, and the Plan Administrator has the full and final authority to:

- 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

* If this Plan is an ERISA plan, these ERISA provisions apply. However, your employer may issue a Summary Plan Description ("SPD"). If it does, and if there are any conflicts between the SPD and the EIS in regards to your ERISA rights, the SPD provisions will always control.

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Plan fiduciary, to the extent provided in ERISA Section 405(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.

B. CLAIMS PROCEDURE:

When you or your Beneficiary are eligible to receive benefits, you or your Beneficiary, or your authorized representative (collectively, "you") must notify the Plan Administrator by submitting the proper form in writing. You may do this by sending notice of your claim to the Plan Administrator who has been appointed to assist FDL in the claims processing for this Plan or by contacting FDL directly at:

Claims Department
Fort Dearborn Life Insurance Company
1020 31st Street
Downers Grove, IL. 60515-5591
1-800-778-2281

For the purpose of this Section, including Subsections 1 and 2 below, the terms "written" and "in writing" include "electronic." Any action required to be "written" or "in writing," may be done electronically, where available. If FDL uses electronic notices, it will do so in accordance with 29 CFR 2520.104b-1©(i), (iii) and (iv).

Life Insurance Plans

FDL 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. The written decision will include specific reasons for the decision and specific references to the Plan provisions on which the decision is based.

If the claim is denied, in whole or in part, the claimant will receive a written notice giving the following:
- the reason for the denial;
- the Policy provisions on which the denial is based;
- an explanation of what other information, if any, may be needed to process the claim and why it is needed; and
- the steps that have to be followed to have the claim reviewed.

Any denied claim may be appealed to the Insurer for a full and fair review. 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, 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. 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.

C. ERISA NOTICE OF YOUR RIGHTS

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Plan participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office and at other locations, such as work sites and union halls, all Plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

* If this Plan is an ERISA plan, these ERISA provisions apply. However, your employer may issue a Summary Plan Description ("SPD"). If it does, and if there are any conflicts between the SPD and the EIS in regards to your ERISA rights, the SPD provisions will always control.

FDL EIS State Version 4/ 2009 rev'd_NU.
Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies. Receive a summary of the Plan's annual financial report. The Plan Administrator is required to furnish each participant with a copy of this summary annual report.

In addition to creating rights for the 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 employers, your union, or any other persons, 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. If your claim for a welfare benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce your rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file a suit in federal court. In such a 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 federal court. The court will decide who should pay 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, for example, if it finds your claim is frivolous.

If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, United States Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefit Security Administration, United States Department of Labor, 200 Constitution Avenue, NW Washington DC 20210.

D. PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute a contract between the Company and any participant or to be consideration or an inducement for the employment of any participant or employee. Nothing contained in this Plan shall be deemed to give any participant or employee the right to be retained in the service of the Company or to interfere with the right of the Company to discharge any participant or employee at any time regardless of the effect which such discharge shall have upon him or her as a participant of this Plan.

* If this Plan is an ERISA plan, these ERISA provisions apply. However, your employer may issue a Summary Plan Description ("SPD"). If it does, and if there are any conflicts between the SPD and the EIS in regards to your ERISA rights, the SPD provisions will always control.

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