

Life insurance underwritten by
Dearborn Life Insurance Company

Term Life Insurance

Employee Benefit Booklet

CITY OF HOUSTON

F019122-0001

Class 1-01



BlueCross BlueShield of Texas

Dearborn Life Insurance Company

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

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

Having issued Group Policy No. F019122-0001

(herein called the *Policy*)

to

CITY OF HOUSTON

(herein called the *Policyholder*)

Group Insurance Certificate

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

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

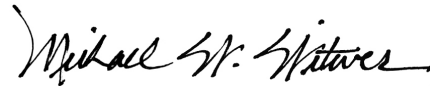
If the terms and provisions of the Group Insurance Certificate (issued to *You*) are different from the *Policy* (issued to the *Policyholder*), the *Policy* will govern. *Your* coverage may be canceled or changed in whole or in part under the terms and provisions of the *Policy*.

READ YOUR CERTIFICATE CAREFULLY

Signed for Dearborn Life Insurance Company



Secretary



President

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

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

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

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Basic & Supplemental Group Term Life Insurance Certificate with Dependent Life Insurance Benefits Non-Participating

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SCHEDULE OF BENEFITS

POLICYHOLDER: CITY OF HOUSTON
POLICY NUMBER: F019122-0001
EFFECTIVE DATE: October 1, 2018 (Revised effective May 1, 2020)

ELIGIBILITY: All Elected Officials and all full-time and part-time *Employees* of the *Policyholder* working in the United States of America who are *Actively at Work* for the *Policyholder* and who have completed the Waiting Period are eligible for the insurance. A full-time *Employee* is one working not less than forty (40) hours per week for the *Policyholder*. A part-time *Employee* is one working at least thirty (30) hours per week and is classified as PT/30 in the *Policyholder's* payroll system. Seasonal and temporary employees of the *Policyholder* are not eligible.

Eligibility Waiting Period: Current *Employees*: Elected Officials: Basic Life – None; *Supplemental* Life – The first or sixteenth of the month following 30 days of continuous service
All other *Employees*: The first or sixteenth of the month following 30 Days of continuous, full-time or part-time active work
New *Employees*: Elected Officials: Basic Life – None; *Supplemental* Life – The first or sixteenth of the month following 30 days of continuous service
All other *Employees*: The first or sixteenth of the month following 30 Days of continuous, full-time or part-time active work

Policyholder Contribution: Basic Life 100% of premium
Dependent Life 100% of premium
Supplemental Life 0% of premium
Supplemental Dependent Life 0% of premium

GROUP TERM LIFE INSURANCE

Employee Basic Life Benefit Amount 1 times *Annual Earnings*, rounded to the nearest multiple of \$1,000, to a maximum of \$300,000, but no less than \$16,000 prior to any applied reductions

Employee Supplemental Life Benefit Amount Choice of 1, 2, 3 or 4 times *Annual Earnings*, rounded to the nearest multiple of \$1,000, to a combined Basic and *Supplemental* maximum of \$1,000,000

Guarantee Issue Benefit Limit *Employee* Basic: \$300,000
Employee Supplemental: 3 times *Annual Earnings*, rounded to the nearest multiple of \$1,000
Spouse Supplemental: \$50,000
Child Supplemental: \$10,000

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

Reduction of Benefits None

Waiver of Premium

Waiver Eligibility *Totally Disabled* prior to age 60 without interruption from the last date worked for at least 6 months

Insured Eligibility *Employee*

Accelerated Death Benefit (ADB)

Benefit Amount 75% Basic and *Supplemental* Term Life Insurance in force

Insured Eligibility *Employee*

Minimum Covered Life Insurance Amount \$10,000

Maximum ADB Payment \$500,000

Minimum ADB Payment \$5,000 or 10% of Basic and *Supplemental* Term Life Insurance in force, whichever is greater

Accidental Occupational Death Benefit An amount equal to the Basic Term Life Insurance in force

DEPENDENT TERM LIFE INSURANCE

The amount of insurance on the life of the *Spouse* or a child may not exceed the amount of insurance for which the *Insured* is eligible under the *Policy*.

Spouse Benefit Amount Basic: \$2,000
Supplemental: 0.5 times the *Employee Supplemental* Life amount prior to any applied reductions to a maximum of \$50,000

Child(ren) Benefit Amount Basic:
age live birth to 26 years - \$1,000
Stillborn child - \$1,000
Supplemental:
age live birth to 26 years - 0.5 times the *Employee Supplemental* Life amount prior to any applied reductions to a maximum of \$10,000
Stillborn child - 0.5 times the *Employee Supplemental* Life amount prior to any applied reductions to a maximum of \$10,000

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.

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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 first or sixteenth of the month that falls on or next follows 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.

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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 at any time. *Your* coverage will become effective as follows, provided *You* are *Actively at Work* on that date:

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

1. If *You* enroll for coverage prior to the *Policy* effective date, the date indicated in the Schedule of Benefits;
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* are considered a late applicant and must furnish *Evidence of Insurability* satisfactory to *Us* before coverage can become effective.
 - a. Coverage for a late applicant will become effective on the first or sixteenth of the month that falls on or next follows the date *We* determine that the *Evidence of Insurability* is satisfactory and *We* provide written notice of approval.

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

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

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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, except for amounts of insurance in force under the *Prior Policy* on the September 30, 2013; or
4. *You* apply to increase *Your* coverage amount during the *Policy* year.

Receipt of premium before *We* have approved *Evidence of Insurability* will not constitute acceptance and does not guarantee issuance of any benefit amount prior to *Our* approval.

Evidence of Insurability means a statement of *Your* medical history which *We* will use to determine if *You* are approved for coverage. *Evidence of Insurability* will be provided at *Our* expense if *You* enroll within 31 days after *Your* eligibility date. *Evidence of Insurability* will be provided at *Your* expense if *You* are a late applicant, which means *You* enroll for insurance more than 31 days after *Your* eligibility date.

Evidence of Insurability Form means a form provided or approved by *Us* on which *You* provide a statement of *Your* medical history.

You may obtain an *Evidence of Insurability Form* from the *Policyholder*.

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

If *You* are absent from *Active Work* on the day before *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 day after *You* return to *Active Work* for one full day.

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 capable of *Active Work*.

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What happens if We are replacing an existing Policy?

If *You* were insured under the *Prior Policy* on the day before the *Policy* Effective Date, *You* may be covered by the *Policy* even if *You* do not satisfy the *Actively at Work* requirement as stated in the *When does insurance become effective?* provisions. Subject to the payment of premiums when due, *We* agree to waive the *Actively at Work* requirement if *You*:

1. were covered on the day immediately preceding the *Policy* Effective Date; and
2. *You* are on lay-off, non-medical leave of absence, or sabbatical leave; and
3. *You* are covered under an extension of benefits under the *Prior Policy*.

Coverage will continue until the first to occur of:

1. the balance of the extension of benefits under the *Prior Policy*; and
2. the Policy terminates.

Prior Policy means the group term life insurance policy issued to the *Policyholder* whose coverage terminated immediately prior to the *Policy* Effective Date.

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Changes to Your coverage

A change in *Your* coverage may occur if:

1. *You* enroll for a different coverage option; or
2. There is a *Policy* change; or
3. *You* enter another class and become eligible for a change in benefits; or
4. There is a change in *Your Annual Earnings*, which results in an increased benefit amount.

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

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

1. The first or sixteenth of the month that falls on or next follows the date *You* enroll for the additional coverage; or
2. The first or sixteenth of the month that falls on or next follows the date *You* become eligible for the additional coverage, if enrollment is not required; or
3. The first or sixteenth of the month that falls on or next follows the date *We* approve *Your* coverage if *Evidence of Insurability* is required.

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

Additional *Contributory* coverage is subject to payment of premium.

Any decrease in coverage will take effect on the first or sixteenth of the month that falls on or next follows the date of the change or written request for the decrease.

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Eligibility after You Terminate Employment

If *Your* coverage ends due to termination of employment, *You* must meet all the requirements of a new *Employee* if *You* are rehired at a later date.

Exception: If *Your* coverage ends because *You* cease to be an eligible *Employee*, and *You* return to *Active Work* in an eligible class within 90 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

When is a Life Insurance Benefit payable?

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

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

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

Immediate Death Benefit

We will immediately pay to the beneficiary \$10,000 of the life insurance amount payable upon notification from the *Policyholder* that *You* have died, subject to the following:

1. The beneficiary must be of legal age.
2. The *Policyholder* will reimburse *Us* any amount paid in error based on incorrect information provided by the *Policyholder*.
3. If the cause of death is known to be under investigation, the *Policyholder* will notify *Us* and payment may be delayed pending an investigation.

To the extent permitted by law, the amount payable to the beneficiary will not be subject to any legal process or to the claims of any creditor or creditor's representative.

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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*, or within 15 days thereafter, *We* will divide that beneficiary's share equally between any remaining named beneficiaries, unless *We* receive proof of death before the date of the beneficiary's death.

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

Facility of Payment

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

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

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

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May You change Your beneficiary?

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

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

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

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CONVERSION OF LIFE INSURANCE

How much Life Insurance may You convert if eligibility terminates?

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

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

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

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

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

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

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

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

How to apply for conversion

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

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

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

1. *Our* current rates based upon *Your* attained age;
2. the class of risk to which the individual then belongs; and
3. the amount of the individual policy.

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

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

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

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

00016 TX

WAIVER OF PREMIUM

What is the Waiver of Premium benefit?

We will continue *Your* Basic and *Supplemental* life insurance benefit under the *Policy* without further payment of life insurance premium if *You* become *Totally Disabled*, provided:

1. *You* are insured under the *Policy* and were *Actively at Work* on or after the effective date of the *Policy*; and
2. *You* are under the age of 60; and
3. *You* provide *Us* with satisfactory written proof within 18 months after the date *You* became *Totally Disabled*; and
4. *Your Total Disability* has continued without interruption for at least 6 months; and
5. *You* are still *Totally Disabled* when *You* submit the proof of disability; and
6. all required premium has been paid.

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

We will waive premium beginning the month after We receive satisfactory proof that You have been *Totally Disabled* for at least 6 months. We will refund up to 12 months of the premiums that were paid for life insurance after the date You became *Totally Disabled*. Premium will continue to be waived provided You:

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

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

You will be covered for the amount of life insurance in force as of the date *Total Disability* commenced. The amount of life insurance continued in force will be subject to any reduction in benefits as shown on the Schedule of Benefits or which are the result of an amendment to the *Policy*, but in no event will the insurance amount increase while Your life insurance is continued under Waiver of Premium. This life insurance coverage will continue without the payment of premium until You are no longer *Totally Disabled* or retire, whichever occurs first.

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

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

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

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

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

If continuation of life insurance under the Waiver of Premium provision ceases while the *Policy* is still in force, and You are employed by the *Policyholder*, Your life insurance will continue provided premium payments begin on the next premium due date. If You return to work with the *Policyholder*, You must make a new beneficiary designation. If You do not name a new beneficiary, We will pay death benefits in accordance with the Facility of Payment provision. In the event You return to active employment and become *Totally Disabled* again, You must satisfy all conditions of the Waiver of Premium provision.

If continuation of life insurance under the Waiver of Premium provision ceases, and You are no longer employed by the *Policyholder*, You may apply for an individual life insurance policy in accordance with the Conversion of Life Insurance provision of this Certificate.

How does termination of the Policy affect Your insurance under the Waiver of Premium Benefit?

Termination of the Policy will not affect any insurance that has been continued under this Provision prior to the termination date.

What if You are Totally Disabled and the Policy ends before You satisfy the Elimination Period?

Your coverage under the *Policy* will end if the *Policy* ends before *You* satisfy the Elimination Period. However, when the *Policy* ends *You* may be entitled to convert *Your* coverage to an individual plan of life insurance as described in the Conversion of Life Insurance provision.

You may still submit a claim for Waiver of Premium Benefits after the *Policy* ends. However, *You* must be *Totally Disabled*, pay the Conversion premium for the full length of the Elimination Period and qualify for the Waiver of Premium Benefits.

At no time can *You* be covered under both the individual conversion policy and this *Policy*.

Upon receipt of timely notice and due proof of *Your Total Disability* *We* will evaluate *Your* claim. If *We* determine that *You* qualify and *You* pay all applicable premiums, *We* will approve *Your* Waiver of Premium claim under the *Policy* and agree to rescind any individual policy of life insurance issued to *You* under the Conversion privilege. *We* will refund any premiums paid for such coverage. Insurance under the *Policy* will not go into effect until *We* approve your claim in writing.

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ACCELERATED DEATH BENEFIT

What is the Accelerated Death Benefit?

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

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

Who is Eligible for an Accelerated Death Benefit?

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

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

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

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

The Accelerated Death Benefit Payment

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

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

The *Accelerated Death Benefit* will not be payable:

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

5. to retirees.

Notice and Proof of Claim

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

Effect on Insurance

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

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

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

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ACCIDENTAL OCCUPATIONAL DEATH BENEFIT

What is the Accidental Occupational Death Benefit?

We will pay an *Accidental Occupational Death Benefit* if all of the following requirements are met:

1. A Basic Life insurance benefit is payable because of *Your* death; and
2. Proof is provided that *Your* death is a *Covered Accidental Occupational Death*.

The amount of the *Accidental Occupational Death Benefit* is shown in the Schedule of Benefits.

Covered Accidental Occupational Death means:

1. Death caused by or resulting from an *Injury* sustained during working hours as an *Active Employee* of the *Policyholder*, or in the case of a required period of work not coinciding with regular work hours, while in transit to or from such work. Such a death, if it occurs more than five days after the *Accident*, will be a *Covered Accidental Occupational Death* only if the *Employee* receives treatment from a licensed *Doctor* as a result of the *Accident* within five days after the *Accident*.
2. Death resulting from any disease or infection which arises out of and in the scope of employment as an active *Employee* of the *Policyholder* and to which the *Employee* is not ordinarily subjected or exposed other than during working hours as an *Active Employee* of the *Policyholder*. Such a death will be a *Covered Accidental Occupational Death* only if the *Employee* receives treatment from a licensed *Doctor* within 42 days after the *Employee* was subjected or exposed to the condition which caused the disease or infection.

Are there any exceptions to the payment of the Accidental Occupational Death Benefit?

The *Accidental Occupational Death Benefit* will not be payable if *Your* death is caused or contributed to by any of the following:

1. war or act of war. War means declared or undeclared war, while in the military service; or
2. suicide or other intentionally self-inflicted injury, while sane or insane; or
3. *Your* committing or attempting to commit an assault or felony; or
4. the voluntary use or consumption of any poison, chemical compound or drug (including but not limited to prescribed medications), unless used or consumed in accordance with the directions of a *Doctor*.

Notice and Proof of Claim

Proof of occupational *Injury*, disease or infection must be provided within 365 days after the date of *Injury* or the date the *Employee* was subjected to or exposed to the condition which caused the disease or infection.

If proof of occupational *Injury*, disease or infection is filed outside these time limits, the claim will be denied. These limits will not apply while the *Employee* or beneficiary lacks legal capacity.

Proof, under the *Accidental Occupational Death Benefit*, shall mean evidence that loss occurred while occupation is being performed. In addition to a death certificate, it will include evidence supported by a completed police report, and/or Workers Compensation Insurance report (if applicable).

00126 COH

DEPENDENT LIFE INSURANCE

What is the Dependent Life Insurance Benefit?

We will pay *You* the amount of insurance set forth in the Schedule of Benefits on the life of *Your Dependent(s)* while *Your* insurance is in force. Payment will be in one lump sum.

If *You* are not living at the time *Dependent* life insurance benefits become payable, *We* will pay the benefit:

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

Who is eligible for Dependent Life Insurance?

If *You* are insured for life insurance under the *Policy* 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* 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* or *Retiree*, 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,

Noncontributory 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* acquire *Your Eligible Dependent(s)*.

Contributory Life insurance for *Your Eligible Dependent(s)* will become effective on the later of:

1. the date *Your* group insurance coverage becomes effective if *You* enroll on or before that date;
2. the effective date of the Dependent Life Insurance benefit; or
3. the date *You* become eligible to insure *Your Eligible Dependent(s)* if *You* enroll on or before that date;
4. the date *You* sign the *Enrollment Form* if *You* enroll within 31 days after becoming eligible for this benefit;
5. if *Evidence of Insurability* is required, the first or sixteenth of the month that falls on or next follows the date *We* determine that evidence is satisfactory and *We* provide notice of approval.

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

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 first or sixteenth of the month that falls on or next follows the date *We* determine that the evidence is satisfactory and *We* provide notice of approval.

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 first or sixteenth of the month that falls on or next follows the date of the change.

For amounts on which *Evidence of Insurability* is required, increases in the amount of Dependent Life Insurance will be effective on the first or sixteenth of the month that falls on or next follows the date *We* determine that evidence is satisfactory and *We* provide notice of approval date.

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

Any decrease in the amount of Dependent Life Insurance will become effective on the first or sixteenth of the month that falls on or next follows the date of the change.

00024COH

Can Dependent Life Insurance continue if I die?

Dependent Life Insurance will be continued in force without payment of premium for five months after *Your* death. Dependent Life Insurance will end on the life of any one of *Your* Dependents on the date determined in "When does Dependent Life Insurance End?"

00025

Definitions which apply to the Dependent Life Insurance provision:

Eligible Dependent means:

1. the *Spouse* of each individual eligible to be insured under the *Policy*;
2. a natural or adopted child of each individual eligible to be insured under the *Policy*, if the child is:
 - a. younger than 26 years of age; or
 - b. over 26 years of age, physically or mentally disabled, unmarried, covered under the *Policy* before age 26 and under the parents' supervision; or
3. a natural or adopted grandchild of each individual eligible to be insured under the *Policy* if the child is:
 - a. younger than 26 years of age and a dependent of the insured for federal income tax purposes at the time the application for coverage of the child is made; or
 - b. over 26 years of age, physically or mentally disabled, unmarried, covered under the *Policy* before age 26, and under the parents' supervision and a dependent of the insured for federal income tax purposes at the time the application for coverage of the child is made; or
4. *Your* foster child or a child for whom *You* are the legal guardian if the child is:

- a. younger than 26 years of age; or
 - b. over 26 years of age, physically or mentally disabled, unmarried, covered under the *Policy* prior to age 26, and under the parents' supervision.
5. Your step child if the child:
- a. meets the qualifications of a natural child; and
 - b. is living in Your home; and
 - c. is a dependent of the insured for federal income tax purposes at the time the application for coverage of the child is made.

Unless a court order requires otherwise, all eligible children must reside with the *Employee*. An adopted child includes a child whose adoption is anticipated and for whom the individual eligible to be insured under the *Policy* has legal support obligations. A child shall not include a child born to a survivor after the death of an active *Employee*, except the biological child of the active *Employee*.

Dependent Child - See Dependent or Eligible Dependent

Spouse means lawful spouse in the jurisdiction in which *You* reside. *Spouse* does not include a legally separated spouse.

00026 TXa COH

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 an 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;
2. the class of risk to which the individual then belongs; and
3. the amount of the individual policy.

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

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

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

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

00027 TX

TERMINATION PROVISIONS

When does Your coverage under the Policy end?

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

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

Disability While *Your* ability to work is limited due to disability, 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.

Temporary Layoff During the first 60 days following the date 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 While *You* are on an approved leave of absence agreed to in advance, not to exceed 12 months, 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.

Salary Continuation While the *Policyholder* is paying *You* at least the same *Annual Earnings* paid to *You* immediately before *You* ceased to be an active *Employee*, provided all premiums are paid when due, the *Policy* is in force, and *Your* coverage is not replaced with group life insurance proved by a new carrier.

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

00052TXa

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

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

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

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

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

While granted a Family or Medical Leave of Absence:

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

00053a

When does Dependent Life Insurance coverage end?

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, leave of absence or salary continuation as set forth above); or
2. the date on which the *Policy* is terminated; or
3. the date *You* stop making any required contribution toward payment of premiums; or
4. the effective date of an amendment to the *Policy* which terminates insurance for the class to which *You* belong; or
5. the first or sixteenth of the month following the date *You* are retired or pensioned; or
6. the date *You*:
 - a. are no longer a member of a class eligible for this insurance,
 - b. request termination of coverage under the *Policy*; or
7. the date a *Dependent Child* or *Spouse* no longer meets the *Policy* definition of *Eligible Dependent*; or
8. five months after the date of *Your* death.

Note: Coverage will continue past the age limit for eligible unmarried *Dependent Children* who are primarily dependent upon *You* for support, reside with *You* 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. *We* will not request proof of such incapacity more frequently than once per year.

00054 TX COH

STRIKE CONTINUATION

Insurance may be continued for up to 6 months while *You* are absent from *Active Work* because of a strike, lockout or other general work stoppage caused by a labor dispute. Rules 1 through 4 below will apply.

1. When *Your* compensation is suspended or terminated because of a work stoppage, the *Policyholder* will notify *You* in writing of *Your* rights under this provision. The *Policyholder* will mail the notice to *You* at *Your* address on record with the *Policyholder*.

2. *You* must pay the entire premium for *Your* insurance, including the *Policyholder's* share, if any, to the *Policyholder* on or before each premium due date.
3. The premiums for *Your* insurance during the work stoppage will equal 120% of the premium rate in effect on the date the work stoppage began. *We* may change premium rates during the work stoppage according to the terms of the *Policy*.
4. Insurance continued under this provision will end on the earliest of:
 - a. any premium due date if *You* fail to make the required premium contribution to the *Policyholder* on or before that date;
 - b. the date *You* have been absent from *Active Work* for 6 months;
 - c. the date *You* begin full-time employment with another employer; or
 - d. at *Our* option, on any premium due date if less than 75% of the *Employees* eligible to continue insurance under this provision make the required premium payment to the *Policyholder*.

00127 COH

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 and a copy of the instrument containing the statement is, or has been, furnished to the person or the person's beneficiary.

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 first or sixteenth of the month following the increase. Premium charges for insurance terminating during a policy month will cease on the first or sixteenth of the month following the termination. This method of charging premium is for accounting purposes only. It will not extend any insurance coverage beyond the date it would otherwise have terminated.

Misstatement of Age

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

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

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

Conformity with State Statutes and Regulations

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

Assignment

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

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CLAIMS

Filing A Claim

Claims should be filed on *Our* forms. If *We* do not provide *Our* forms within 15 days after they are requested, the claim may be submitted in a letter to *Us*.

Proof of Loss

Proof of Loss means written proof that a loss occurred:

1. for which the *Policy* provides benefits;
2. which is not subject to any exclusions; and
3. which meets all other conditions for benefits.

Proof of loss includes a fetal death certificate, with respect to a stillborn Child.

Proof of Loss includes any other information *We* may reasonably require in support of a claim. Proof of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until *We* receive Proof of Loss.

Time of Payment

We will pay benefits within 60 days after proof of loss is satisfied.

Notice of Decision On Claim

We will evaluate a claim for benefits promptly after *We* receive it. With respect to all claims except Waiver of Premium claims, within 90 days after *We* receive the claim *We* will send the claimant: a) a written decision on the claim; or b) a notice that *We* are extending the period to decide the claim for an additional 90 days.

With respect to Waiver of Premium claims, within 45 days after *We* receive the claim *We* will send the claimant: a) a written decision on the claim; or b) a notice that *We* are extending the period to decide the claim for 30 days. Before the end of this extension period *We* will send the claimant: a) a written decision on the Waiver of Premium claim; or b) a notice that *We* are extending the period to decide the claim for an additional 30 days. If an extension is due to the claimant's failure to provide information necessary to decide the Waiver of Premium claim, the extended time period for deciding the claim will not begin until the claimant provides the information or otherwise responds.

If *We* extend the period to decide the claim, *We* will notify the claimant of the following: a) the reasons for the extension; b) when *We* expect to decide the claim; c) an explanation of the standards on which entitlement to benefits is based; d) the unresolved issues preventing a decision; and e) any additional information *We* need to resolve those issues.

If *We* request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, *We* may decide the claim based on the information *We* have received.

If *We* deny any part of the claim, *We* will send the claimant a written notice of denial containing:

1. The reasons for *Our* decision.
2. Reference to the parts of the *Policy* on which *Our* decision is based.
3. A description of any additional information needed to support the claim.
4. Information concerning the claimant's right to a review of *Our* decision.

Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing:

1. within 180 days after receiving notice of the denial for Waiver of Premium;
2. within 60 days after receiving notice of the denial of any other claim.

The claimant may send *Us* written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. *Our* review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after *We* receive the request. With respect to all claims except Waiver of Premium claims, within 60 days after *We* receive the request for review *We* will send the claimant: a) a written decision on review; or b) a notice that *We* are extending the review period for 60 days.

With respect to Waiver of Premium claims, within 45 days after *We* receive the request for review *We* will send the claimant: a) a written decision on review; or b) a notice that *We* are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If *We* extend the review period, *We* will notify the claimant of the following: a) the reasons for the extension; b) when *We* expect to decide the claim on review; and c) any additional information *We* need to decide the claim.

If *We* request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, *We* may conclude *Our* review of the claim based on the information *We* have received.

With respect to Waiver of Premium claims, the person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgment, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to *Us* about a claim for Waiver of Premium.

If *We* deny any part of the claim on review, the claimant will receive a written notice of denial containing:

1. the reasons for our decision.
2. Reference to the parts of the *Policy* on which *Our* decision is based.
3. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

00128 COH

DEFINITIONS

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

Actively at Work* or *Active Work means that *You* must:

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

For Elected Officials, *Actively at Work* means *You* are actively serving *Your* term in office.

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; and
6. emergency leave of absence.

00061

Annual Earnings means *Your* gross annual income from the *Policyholder*. It includes *Your* total income before taxes, shift differential pay and any deductions made for pre-tax contributions to an Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k) or 457 deferred compensation arrangement, an executive nonqualified deferred compensation arrangement and amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan. *Annual Earnings* does not include income received from commissions, bonuses, overtime pay, *Your* Employer's contributions on *Your* behalf to any deferred compensation arrangement or pension plan, any other extra compensation, or income received from sources other than the *Policyholder*.

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

00066

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

00070

Dependent or Eligible Dependent means:

1. the *Spouse* of each individual eligible to be insured under the *Policy*;
2. a natural or adopted child of each individual eligible to be insured under the *Policy*, if the child is:
 - a. younger than 26 years of age; or
 - b. over 26 years of age, physically or mentally disabled, unmarried, covered under the *Policy* before age 26 and under the parents' supervision; or

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

Unless a court order requires otherwise, all eligible children must reside with the *Employee*. An adopted child includes a child whose adoption is anticipated and for whom the individual eligible to be insured under the *Policy* has legal support obligations. A child shall not include a child born to a survivor after the death of an active *Employee*, except the biological child of the active *Employee*.

Dependent Child - See *Dependent or Eligible Dependent*

00072 TXa COH

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

00073

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

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

00125TX

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

00074

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

00081

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

00082

Insured means an *Employee* covered under the *Policy*.

00083

Male Pronoun whenever used includes the female.

00088

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

00089

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

00092

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

00097

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

00098 TX

Prior Policy means the group term life insurance policy issued to the *Policyholder* whose coverage terminated immediately prior to the *Policy* Effective Date

00099

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

00105

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

00109

Spouse means lawful spouse in the jurisdiction in which *You* reside. *Spouse* does not include a legally separated spouse.

00111 COH

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

00114

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

00115 TX

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

00119

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

00120

DEARBORN LIFE INSURANCE COMPANY

Chicago, Illinois

RIDER

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

Beneficiary Resource Services

What is the Beneficiary Resource Services?

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

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

How the Beneficiary Resource Services are accessed

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


When do the Beneficiary Resource Services Terminate?

The services available under this Rider will end as follows:

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

Important Terms

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



President

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

NOTICE

to

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

Provided by

Life Insurance Company®

Regarding the Beneficiary Resource Services Noninsurance Benefit

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

Noninsurance Benefit Description

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

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

There is no charge for this service.

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

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

Why This Service is Being Made Available

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

Accessing Beneficiary Resource Services

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

Termination of the Noninsurance Benefit

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

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

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

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

DEARBORN LIFE INSURANCE COMPANY

Chicago, Illinois

RIDER

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

Travel Resource Services

What is the Travel Resource Services?

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

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

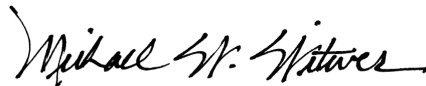
How is Travel Resource Services accessed?

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

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

When do the Travel Resource Services terminate?

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



President

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

NOTICE

to

*the Policyholder and Certificate holder under
the Group Term Life Insurance Policy*

Provided by Dearborn National Life Insurance Company

Regarding the Travel Resource Services Noninsurance Benefit

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

Noninsurance Benefit Description

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

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

There is no charge for this noninsurance benefit.

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

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

Why This Service is Being Made Available

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

Accessing Travel Resource Services

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

Termination of the Noninsurance Benefit

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

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

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

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

How you're protected if your life or health insurance company fails

The Texas Life and Health Insurance Guaranty Association protects you by paying your covered claims if your life or health insurance company is insolvent (can't pay its debts). This notice summarizes your protections.

The Association will pay your claims, with some exceptions required by law, if your company is licensed in Texas and a court has declared it insolvent. You must live in Texas when your company fails. If you don't live in Texas, you may still have some protections.

For each insolvent company, the Association will pay a person's claims only up to these dollar limits set by law:

- **Accident, accident and health, or health insurance (including HMOs):**
 - Up to \$500,000 for health benefit plans, with some exceptions.
 - Up to \$300,000 for disability income benefits.
 - Up to \$300,000 for long-term care insurance benefits.
 - Up to \$200,000 for all other types of health insurance.
- **Life insurance:**
 - Up to \$100,000 in net cash surrender or withdrawal value.
 - Up to \$300,000 in death benefits.

Individual annuities: Up to \$250,000 in the present value of benefits, including cash surrender and net cash withdrawal values.

Other policy types: Limits for group policies, retirement plans and structured settlement annuities are in Chapter 463 of the Texas Insurance Code.

Individual aggregate limit: Up to \$300,000 per person, regardless of the number of policies or contracts. A limit of \$500,000 may apply for people with health benefit plans.

Parts of some policies might not be protected: For example, there is no protection for parts of a policy or contract that the insurance company doesn't guarantee, such as some additions to the value of variable life or annuity policies.

To learn more about the Association and your protections, contact:

Texas Life and Health Insurance Guaranty Association
515 Congress Avenue, Suite 1875
Austin, Texas 78701
1-800-982-6362 or www.txlifega.org

For questions about insurance, contact:

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
1-800-252-3439 or www.tdi.texas.gov

Note: You're receiving this notice because Texas law requires your insurance company to send you a summary of your protections under the Texas Life and Health Insurance Guaranty Association Act (Insurance Code, Chapter 463). These protections apply to insolvencies that occur on or after September 1, 2019. There may be other exceptions that aren't included in this notice. When choosing an insurance company, you should not rely on the Association's coverage. Texas law prohibits companies and agents from using the Association as an inducement to buy insurance or HMO coverage.

Chapter 463 controls if there are differences between the law and this summary.

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Dearborn Life Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Regulatory Inquiry Representative at 1-630-691-0365

Toll-free: 1-877-442-4207

Email: DOIComplaintsTX@bcbstx.com

Mail: Dearborn Life Insurance Company
Regulatory Oversight & Compliance Department
701 E. 22nd Street
Lombard, IL 60148

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call: 1-800-252-3439

Online: www.tdi.texas.gov

Email:

Mail: MC 111-1A

P.O. Box 149091

Austin, TX 78714

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Dearborn Life Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Regulatory Inquiry Representative at 1-630-691-0365

Teléfono gratuito: 1-877-442-4207

Correo electrónico: DOIComplaintsTX@bcbstx.com

Dirección postal: Dearborn Life Insurance Company
Regulatory Oversight & Compliance Department
701 E. 22nd Street
Lombard, IL 60148

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame: 1-800-252-3439

En línea: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A

P.O. Box 149091

Austin, TX 78714

END OF CERTIFICATE

Administrative Office:

701 E. 22nd Street • Lombard, Illinois 60148