

Term Life and AD&D Insurance

Employee Benefit Booklet



**Franklin County
Cooperative**
Health Improvement Program

Dearborn  national[®]

FRANKLIN COUNTY BOARD OF COMMISSIONERS

F015243

Class 1-05A and 1-05B

Products and services marketed under the Dearborn National[®] brand and the star logo are underwritten and/or provided by Dearborn National[®] Life Insurance Company (Downers Grove, IL) in all states (excluding New York), the District of Columbia, the United States Virgin Islands, the British Virgin Islands, Guam and Puerto Rico.

06/07/2017

Dearborn National® Life Insurance Company

Administrative Office:
1020 31st Street
Downers Grove IL 60515-5591

(A stock life insurance company, herein called the “We” “Us” or “Our”)

Having issued Group Policy No. F015243

(herein called the Policy)

to

FRANKLIN COUNTY BOARD OF COMMISSIONERS

(herein called the Policyholder)

GROUP INSURANCE CERTIFICATE

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


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

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

READ YOUR CERTIFICATE CAREFULLY

Signed for Dearborn National Life Insurance Company


Secretary


President

Basic & Voluntary Group Term Life Insurance Certificate
with
Accidental Death & Dismemberment and Dependent Life Insurance Benefits
Non-Participating

TABLE OF CONTENTS

Schedule of Benefits	2
Eligibility and Effective Dates.....	4
Group Term Life Insurance Benefit.....	8
Conversion of Life Insurance	
Accelerated Death Benefit	
Portability Benefit	
Dependent Life Insurance	16
Conversion of Dependent Life Insurance	
Dependent Life Accelerated Death Benefit	
Accidental Death, Dismemberment and Loss of Sight Benefit	21
Termination Provisions.....	28
General Provisions.....	30
Definitions	32

SCHEDULE OF BENEFITS

POLICYHOLDER: FRANKLIN COUNTY BOARD OF COMMISSIONERS
POLICY NUMBER: F015243
POLICY EFFECTIVE DATE: July 1, 2016
ANNUAL ENROLLMENT PERIOD: October – November with coverage becoming effective on the January 1st following enrollment

ELIGIBILITY: All other *Employees* employed by Franklin County and all *Employees* employed by Prairie Township working in the United States of America who are *Actively at Work* for the *Policyholder* and who have completed the *Eligibility Waiting Period* are eligible for the insurance. An *Employee* is one who regularly works a minimum of 30 hours per week for the *Policyholder*. Seasonal and temporary *Employees* of the *Policyholder* are not eligible.
Class 1-05A: Elected Officials
Class 1-05B: All Other Eligible *Employees* excluding Elected Officials

Eligibility Waiting Period: Current *Employees*: Class 1-05A: First day in office
Class 1-05B: The first of the month following 30 days
New *Employees*: Class 1-05A: First day in office
Class 1-05B: The first of the month following 30 days

Policyholder Contribution:

Basic Life & AD&D	100% of premium
Voluntary Life	0% of premium
Voluntary Dependent Life	0% of premium

GROUP TERM LIFE INSURANCE

Employee Basic Life Benefit Amount \$50,000
Employee Voluntary Life Benefit Amount Incremental selection from a minimum of \$10,000 to a maximum of \$300,000 in increments of \$10,000
Guarantee Issue Benefit Limit *Employee Basic*: \$50,000
Employee Voluntary: \$100,000
Spouse Voluntary: \$50,000
Amounts in excess of the Guarantee Issue Benefit Limit are subject to satisfactory *Evidence of Insurability*

Reduction of Benefits None.

Accelerated Death Benefit (ADB)

Benefit Amount	75% Basic and <i>Voluntary</i> Term Life Insurance In force
Insured Eligibility	<i>Employee, Dependent Spouse or Domestic Partner & Dependent Child</i>
Minimum Covered Life Insurance Amount	\$10,000
Maximum ADB Payment	\$500,000
Minimum ADB Payment	\$5,000 or 10% of <i>Your</i> insurance, whichever is greater

Portability

Benefit Eligibility	Basic and <i>Voluntary</i> Life and AD&D
Insured Eligibility	<i>Employee, Dependent Spouse or Domestic Partner & Dependent Child</i>
Portability Benefit Duration	Age 70
Maximum Portable Amount	<i>Employee</i> : \$350,000 Life and AD&D combined <i>Dependent Spouse</i> : \$150,000 Life <i>Dependent Child</i> : \$10,000 Life

ELIGIBILITY AND EFFECTIVE DATE PROVISIONS

Who is eligible for this insurance?

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

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

00001

When does Your Noncontributory insurance become effective?

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

Current Employees

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

New Employees

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

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

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

00003

When does Your Contributory insurance become effective?

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

You may apply for *Voluntary* 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 30 days of *Your* eligibility date, on the first of the month that falls on or next follows the date *You* sign the *Enrollment Form*;
3. If *You* do not enroll for *Voluntary* coverage within 30 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 30 days of a *Change in Family Status* will become effective on the date of the *Change in Family Status* immediately preceding the date *You* sign the *Enrollment Form*.

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

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

00004

Change in Family Status

If *You* experience a *Change in Family Status*, *You* may enroll for *Voluntary* coverage, apply for additional coverage, or request changes to *Your* current *Voluntary* benefit program(s) without providing *Evidence of Insurability*, provided the benefit change is consistent with the *Change in Family Status*. *You* must submit the appropriate *Enrollment Form* within 30 days of the *Change in Family Status*.

Change in Family Status means changes in the status of *Your* family, including but not limited to:

1. *You* get married or execute a Domestic Partner affidavit;
2. *You* have a *Dependent Child*, or *You* adopt or become the legal guardian of a *Dependent* child;
3. *Your Spouse* dies or *You* become divorced;
4. *Your Dependent Child* becomes emancipated or dies;
5. *Your Spouse* is no longer employed, resulting in a loss of group insurance, or;
6. *You* have a change in classification which results in *You* changing from part-time to full-time.

00005

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 30 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. *You* or *Your Dependent Spouse* enroll for additional coverage that is greater than the next coverage option during an *Annual Enrollment* period.

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

Evidence of Insurability means a statement of *Your* medical history which *We* will use to determine if *You* are approved for coverage. *Evidence of Insurability* will be provided at *Our* expense if *You* enroll within 30 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 30 days after *Your* eligibility date.

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

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

00006

What is an Annual Enrollment period?

Unless otherwise specified, ***Annual Enrollment Period*** means a period of time during which eligible *Employees* may apply for *Voluntary* 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 *Voluntary* 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 30 days after their eligibility date. If a new *Employee* does not elect *Voluntary* coverage within that time period, he must wait for the next *Annual Enrollment* to enroll unless he qualifies because of a *Change in Family Status*.

Initial requests for coverage or requests for changes to existing coverage made during the *Annual Enrollment period* will become effective on the *Policy* anniversary date.

00007

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

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

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

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

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

00008

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

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

Coverage under this provision will end on the earlier of:

1. The date *You* return to *Active Work*, at which time *You* may be covered as an *Actively at Work Insured* under *Our Policy*;
2. The last day of the 12th month following *Our Policy* Effective Date;
3. The last day *You* would have been covered under the *Prior Policy* had the *Prior Policy* not terminated;
4. The date *You* are approved for *Waiver of Premium* under the *Prior Policy*; or
5. The date insurance terminates for one of the reasons stated in the Termination Provisions of *Our Policy*

The amount of coverage provided will be the lesser of:

1. The amount of coverage *You* had under the *Prior Policy*, or
2. The amount of coverage *You* are eligible for under *Our Policy*
Reduced by any amount;

1. In-force, paid or payable under the *Prior Policy*; or
2. Which would have been payable if timely election had been made under the *Prior Policy*.

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

00009-C

Changes to Your coverage

A change in *Your* coverage may occur if:

1. There is a *Policy* change; or
2. *You* enter another class and become eligible for a change in benefits; or
3. *You* experience a qualified *Change in Family Status*.

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 on the first of the month following the requested change.

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

00010

Eligibility after You Terminate Employment

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

Exception: If *Your* coverage ends due to termination of employment and *You* return to *Active Work* in an eligible class within 30 days, we will not:

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

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

00011

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.

When term life insurance coverage becomes a claim by the death of an insured, settlement shall be made upon receipt of due *Proof* of death, or not later than two months after receipt of such *Proof*. *We* will determine the amount of insurance payable based upon the *Schedule of Benefits*.

00012 OH

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

If *You*:

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

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

00013

Who will receive Your Life Insurance Benefits?

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

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

Facility of Payment

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

1. to *Your* spouse, if living; if not,
2. in equal shares to *Your* then living natural or legally adopted children, if any; if none,

3. in equal shares to *Your* father and mother, if living; if not,
4. in equal shares to *Your* brothers and/or sisters, if living; if not,
5. to *Your* estate.

If any benefits under this provision are to be paid to *Your* estate, *We* may pay an amount not greater than \$1,000 to any person *We* consider equitably entitled by reason of having incurred funeral or other expenses incident to *Your* death. Any and all payments made by *Us* shall fully discharge *Us* in the amount of such payment.

00014

May You change Your beneficiary?

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

If *You* are approved for continued life coverage under the 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.

00015

CONVERSION OF LIFE INSURANCE

How much Life Insurance may You convert if eligibility terminates?

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

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

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

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

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

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

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

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

2. \$10,000.

How to apply for conversion

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

The individual *Policy* will be a *Policy* of whole life insurance. It will not contain 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 \$1,000. The premium for the individual *Policy* will be based on:

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

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

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

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

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

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

Notice. If the *Policyholder* fails to notify *You* at least 15 days prior to the date insurance under the *Policy* would cease, *You* shall have an additional period within which to elect conversion coverage; but nothing herein shall be construed to continue any insurance beyond the period provided for in the *Policy*. The additional election period shall expire 15 days immediately after the *Policyholder* gives *You* notice, but in no event shall it extend beyond 60 days immediately after the expiration of the 31-day period explained above.

00016 OH

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

Who is Eligible for an Accelerated Death Benefit?

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

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

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

The Accelerated Death Benefit Payment

We will pay the benefit immediately 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*. Claim forms may be obtained at www.dearbornnational.com, or by contacting Dearborn National Customer Service at 800-348-4512. If *You* request from *Us* and do not receive the claim form within 15 calendar days of *Your* request to accelerate *Your* benefits, written *Proof* of eligibility will be deemed sufficient.

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* group term life insurance benefit has been assigned; or
3. 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
4. to retirees.

Notice and Proof of Claim

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

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

Effect on Insurance

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

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

00020 OHa

PORTABILITY BENEFIT

What is the Portability Benefit?

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

The premiums for the coverage continued under the Portability Benefit will not be the same as the premium *You* are charged for *Your* Group Life 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 terminating at the time the Portability Benefit is elected not to exceed the Maximum Portable Amount set forth in the *Schedule of Benefits*

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

The Accelerated Death Benefit is not available for any *Insured* who is diagnosed with a *Terminal Condition* after coverage under Portability becomes effective.

What are Eligibility Requirements for Employee Portability?

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

1. *You* must have been insured under the *Policy* for at least one year prior to electing Portability; and
2. *Your* Life 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 70 years of age; and
4. *You* must be able to perform the *Material and Substantial* duties of any *Gainful Occupation* for which *You* are qualified by education, training or experience; and
5. *You* must not have exercised the right to convert under the Conversion of Life Insurance provision the amount of Life Insurance *You* elect under the Portability Benefit. If *You* elect the Portability benefit, any amounts of Life Insurance which are not ported may be converted in accordance with the terms of the Conversion of Life Insurance provision.

You must submit an *Application* for Portability and the first premium within 31 days after the date *Your* Life 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 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* Group Life and AD&D Insurance as shown above and *You* are covered for Dependent Life insurance on the date *Your* coverage ceases.
2. *Your* insured *Spouse* may apply for Portability of his Group *Voluntary* Life Insurance, and/or life insurance on covered *Dependent Child(ren)* provided:
 - a. *Your Spouse's* life insurance terminates because *You* die or *Your* eligibility for Dependent Life Insurance ceased for reasons other than retirement or termination of the master *Policy* and *Your Spouse* is less than 70 years of age.
 - b. *Your Spouse* had elected *Dependent Group Voluntary* Life on *eligible Dependent Child(ren)* and such coverage is still in force when *Your* eligibility for Dependents Life Insurance ceased for reasons other than retirement or termination of the master *Policy*.
 - c. *Your Spouse* must have been insured for such coverage(s) under the *Policy* for at least one year prior to electing Portability.
 - d. Portability is not available if *Your Spouse's* life insurance terminates because he no longer meets the *Policy* definition of an *Eligible Dependent Spouse*.
3. *You* or *Your Spouse* must not have exercised the right to convert under the Dependent Conversion Privilege provision of the *Policy* the amount of coverage *You* or *Your Spouse* elect under the Portability Benefit. If *You* elect portability of Dependent Life Insurance, any amounts of Dependent Life Insurance which are not ported may be converted in accordance with the terms of the *Policy*.

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

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

When will Portable Coverage Terminate?

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

1. the date *You* return to work with the *Policyholder*, in an eligible class 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.

00022 OH

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. When term life insurance coverage becomes a claim by the death of a covered *Dependent*, settlement shall be made upon receipt of due *Proof* of death, or not later than two months after receipt of such *Proof*.

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

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

Are Life Insurance Benefits payable for death by suicide?

Life Insurance benefits and Accelerated Death Benefits, will not be payable for a loss caused by suicide or attempted suicide, while sane or insane, within two (2) years from the effective date of *Your* covered *Dependent's Voluntary* Group Term Life Insurance or the effective date of any increased amount of life insurance. Our liability for a death claim by suicide will be limited to the return of premium paid for this life insurance.

If *Your* covered *Dependent(s)*:

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

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

00023 OH

Who is eligible for Dependent Life Insurance?

If *You* are insured for life insurance under the *Policy* and belong to a class listed in the *Schedule of Benefits* as eligible for Dependent Life Insurance benefits, *You* are eligible to enroll for this benefit. If *You* or *Your Spouse* are enrolled for Dependent Life Insurance and subsequently acquire a new *Eligible Dependent*, that *Dependent* will automatically be covered.

Note: 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 first of the month that falls on or next follows date *You* enroll *Your Eligible Dependent(s)*;
4. the first of the month that falls on or next follows the date *You* acquire *Your Eligible Dependent(s)*;
5. if *Evidence of Insurability* is required, the date We determine that evidence is satisfactory and We provide notice of approval.

If *You* enroll for Dependent Life Insurance more than 31 days after *You* are eligible to do so, *You* must furnish *Evidence of Insurability* satisfactory to *Us* for each *Dependent*, and coverage will become effective as set forth above.

If an *Eligible Dependent* is required to submit satisfactory *Evidence of Insurability* for any reason, insurance in the amount for which We require such evidence will become effective on the date We determine that the evidence is satisfactory and We provide notice of approval.

If an *Eligible Dependent* is *Hospital Confined* or *Your* eligible *Spouse* is unable to perform two of the *Activities of Daily Living* on the date coverage would otherwise become effective, insurance will not become effective until the date the *Eligible Dependent* is *No Longer Hospital Confined* or *Your Spouse* is able to perform at least two of the *Activities of Daily Living*.

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

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

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

Any decrease in the amount of Dependent Life Insurance will become effective on the first of the month following the requested change.

00024

Definitions which apply to the Dependent Life Insurance provision:

Eligible Dependent means:

1. *Your* lawful *Spouse or Domestic Partner*; and/or
2. *Your* 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; or
3. a child of *Your* child who is *Your* dependent for federal income tax purposes at the time *Application* for coverage of the child of *Your* child is made.

Coverage will continue past the age limit for *eligible Dependent Children* who are primarily dependent upon *You* for support and who cannot work to support themselves due to a physical or mental incapacity which began before the age limit was reached. *Proof* of such incapacity must be provided to *Us* upon request.

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

Spouse means lawful *spouse*. *Spouse* will include *Your Domestic Partner*.

00026a

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 \$1,000. The premium for the individual *Policy* will be based on:

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

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

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

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

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

00027 OH

DEPENDENT LIFE ACCELERATED DEATH BENEFIT

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

What is the Accelerated Death Benefit?

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

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

Who is Eligible for a Dependent Life Accelerated Death Benefit?

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

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

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

The Accelerated Death Benefit Payment

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

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

The *Dependent Life Accelerated Death Benefit* will not be payable:

1. for any amount of group term life insurance which is less than the Minimum ADB Payment as set forth in the Schedule of Benefits; or
2. if *Your Dependent Spouse's or Child's Terminal Condition* is the result of:
 - a. attempted suicide, while sane or insane, within two years from the effective date of the *Dependent's* coverage; or
 - b. self-inflicted injury, within two years from the effective date of the *Dependent's* coverage; or
3. to retirees.

Notice and Proof of Claim

You must elect the *Dependent Life Accelerated Death Benefit* in writing on a form that is acceptable to *Us*. *You* must furnish *Proof* that *Your Dependent Spouse or Child* has a *Terminal Condition*, including certification by a *Doctor*.

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

Effect on Insurance

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

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

00028-OH

ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT (AD&D)

What is the AD&D Benefit?

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

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

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

Definitions which apply to the AD&D Provision:

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

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

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

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

Paraplegia means total *Paralysis* of both legs.

Quadriplegia means total *Paralysis* of both arms and both legs.

Uniplegia means total *Paralysis* of one limb.

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

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

00030

SEAT BELT BENEFIT

What is the Seat Belt Benefit?

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

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

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

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

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

00031

AIR BAG BENEFIT

What is the Air Bag Benefit?

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

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

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

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

00032

REPATRIATION BENEFIT

What is the Repatriation Benefit?

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

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

00033

EDUCATION BENEFIT

What is the Education Benefit?

We will pay an additional amount, as set forth in the *Schedule of Benefits* to *Your Dependent Student* if an AD&D benefit is payable for *Your* loss of life. We will only pay one Education Benefit to any one *Dependent Student* during any one school year. If the *Dependent Student* is a minor, We will pay the benefit to the legal representative of the minor.

Definitions which apply to the Education Benefit:

Student means an *Eligible Dependent* child who, on the date of *Your* death, is:

1. A full-time post-high school student in a *School of Higher Education*; or
2. A student in the 12th grade but who becomes a full-time post-high school student in a *School of Higher Education* within 365 days after *Your* death.

School of Higher Education means an institution which:

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

When Benefit Ends: A *Dependent Student* will no longer be eligible to receive the Dependent Education Benefit upon the earlier of the following:

1. Our payment of the fourth installment of the Dependent Education Benefit on behalf of or to the *Dependent Student*; or
2. At the end of the period during which due *Proof* must be submitted if no due *Proof* is submitted.

Special Child Education Benefit: If *Your Eligible Dependent* child does not qualify as a *Student*, but is enrolled in an elementary or high school, We will pay a Child Education Benefit in the amount of \$1,000. This benefit is payable once upon *Proof* that *You* died as a result of an Accident for which the Accidental

Death & Dismemberment benefit is payable and that, within 12 months after *Your* death, *Your Eligible Dependent Child* is a full-time student in an elementary or high school.

00034

SPOUSE TRAINING BENEFIT

What is the Spouse Training Benefit?

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

We will pay this benefit if *You*:

1. die within 36 months 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 36 months after *Your* death in any *School of Higher Education* for the purpose of training, retraining or refreshing skills needed for employment; and
2. incurs expenses payable directly to or approved and certified by such school.

School of Higher Education means an institution which:

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

00035

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 36 months 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 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.

00036

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.

00038

FELONIOUS ASSAULT BENEFIT

What is the Felonious Assault Benefit?

We will pay an additional amount, as set forth in the *Schedule of Benefits*, to *You* or, 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 there at;
 - b. Kidnapping while attempting a holdup;
 - c. Felonious assault inflicted by persons other than fellow *Employees* or members of *Your* family or household.

00039

IN THE LINE OF DUTY BENEFIT

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

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

00042

EXPOSURE AND DISAPPEARANCE

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

00043

LIMITATIONS

Are there any Limitations for losses due to an Accident?

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

1. suicide or attempted suicide, while sane or insane; or
2. any intentionally self-inflicted *Injury*; or
3. war, declared or undeclared, whether or not *You are* a member of any armed forces; or
4. travel or flight in an aircraft while a member of the crew, or while engaged in the operation of the aircraft, or giving or receiving training or instruction in such aircraft; or
5. commission of, participation in, or an attempt to commit an assault or felony; or
6. 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; or
7. 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, whether with or without a common intent and whether or not damage to person or property or unlawful act is the intent or the consequence of such disorder.

00050

UNIFORM PROVISIONS

(Applicable to Dismemberment Coverage Only)

Initial Notice of Claim

We must receive written notice of *Loss* within 31 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
FDL1-604-707

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. Ninety (90) days 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 one (1) year after enrollment in a *School of Higher Education* if the *Dependent Student* is in the 12th grade at the time of *Your* death.

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

Physical Examination/Autopsy

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

00051

TERMINATION PROVISIONS

When does Your coverage under the Policy end?

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

1. the date on which the *Policy* is terminated;
2. the date *You* stop making any required contribution toward payment of premiums;
3. the effective date of an amendment to the *Policy* which terminates insurance for the class to which *You* belong; or
4. the last day of the calendar month in which *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 or leave of absence. However, *You* may continue to be eligible for group insurance coverage, as follows:

Disability While *You* remain in active status with the *Employer*, 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 While *You* remain in active status with the *Employer*, 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* remain in active status with the *Employer*, 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.

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*.

00052a

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

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

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

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

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

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

While granted a Family or Medical Leave of Absence:

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

00053a

When does Dependent Life Insurance coverage end?

Unless life insurance is continued under the Portability Benefit provision, Dependent Life Insurance coverage will end on the earliest of:

1. the date *You* are no longer *Actively at Work* (except in the case of disability, layoff or leave of absence as set forth above); or
2. the date on which the *Policy* is terminated;
3. the date *You* stop making any required contribution toward payment of premiums;
4. the effective date of an amendment to the *Policy* which terminates insurance for the class to which *You* belong; or
5. the date *You*:
 - a. are no longer a member of a class eligible for this insurance,
 - b. request termination of coverage under the *Policy*,
 - c. are retired or pensioned, or
6. the date a *Dependent Child* or *Spouse* no longer meets the *Policy* definition of *Eligible Dependent*; or
7. five months after the date of *Your* death.

Note: Coverage will continue past the age limit for *eligible Dependent Children* who are primarily dependent upon *You* for support and who cannot work to support themselves due to a physical or mental incapacity which began before the age limit was reached. *Proof* of such incapacity must be provided to *Us* upon request.

00054

GENERAL PROVISIONS

Entire Contract; Changes

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

Statements on the Application

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

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

Legal Actions

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

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

Clerical Error

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

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

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

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

Incontestability

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

Premium Provisions

Premiums are payable in United States dollars on or before their due dates. The *Policyholder* has agreed to deduct from *Your* pay any premiums payable for *Your Voluntary* coverage. The *Policyholder* agrees to remit such premiums for the entire time coverage under the *Policy* is in effect.

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

Misstatement of Age

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

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

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

Conformity with State Statutes and Regulations

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

Assignment

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

Retention of Discretion

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

00055

DEFINITIONS

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

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

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

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

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

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

00061

Activities of Daily Living means:

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

00062

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

00064

Annual Earnings means *Your* gross annual income from the *Policyholder*. It includes *Your* total income before taxes and any deductions made for pre-tax contributions to a qualified deferred compensation plan,

Section 125 plan, or flexible spending account. *Annual Earnings* does not include income received from commissions, bonuses, overtime pay, any other extra compensation, or income received from sources other than the *Policyholder*.

00065

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

00066

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

00070

Dependent or Eligible Dependent means:

1. *Your* lawful *Spouse* or *Domestic Partner*; and/or
2. *Your* child who is within the age limits set forth in the *Schedule of Benefits*, and who is not in active military service.

Eligible Dependents include:

1. *Your* natural or step child.
2. a child placed with *You* for adoption from the date of placement or the date *You* are party in a suit in which *You* seek the adoption of the child. Eligibility will continue unless the child is removed from placement.
3. a child of *Your* child who is *Your* dependent for federal income tax purposes at the time *Application* for coverage of the child of *Your* child is made.

00072a

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

00073

Domestic Partner means an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the *Employer*, and notarized.

00104

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

00074

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

1. is or could reasonably become qualified, considering his education, training, experience, and mental or physical abilities;
2. could reasonably find work or employment, considering the demand in the national labor force; and

3. could earn (or reasonably expect to earn) a before-tax income at least equal to 60% of his or her Pre-disability Income.

00078

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

00081

Injury means bodily *Injury* resulting directly from an Accident and independently of 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*. If the *Policyholder* is an association or a trust, the term *Participating Employer* shall be substituted for *Policyholder*.

00098

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.

00100

Public Conveyance means

1. Any land or water conveyance licensed for the transportation of passengers for hire, except one that has been leased by the *Policyholder*; or
2. Any aircraft operated by a business organized to operate an aircraft service and licensed for the transportation of passengers for hire.

00101

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

00102

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

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

00114

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

00119

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

00120

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

Proof means evidence satisfactory to Us that an Insured has a Terminal Condition. We reserve the right to determine, at our sole discretion, if *Proof* is acceptable.

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 death within 12 months from the date that a claim for benefit under this provision is received by Us. We have the sole right to determine if such *Proof* is acceptable.

BENEFIT

If an Insured or his legal representative elects an Accelerated Death Benefit and provides *Proof* that the Insured has a *Terminal Condition*, the Company will pay the Accelerated Benefit amount immediately during the lifetime of the Insured. Such benefit will be paid in a lump sum to the Insured. This sum is limited to the maximum payment and minimum payment set forth in the Schedule of Benefits.

Claim forms may be obtained at www.dearbornnational.com, or by contacting Dearborn National Customer Service at 800-348-4512.

EXAMPLE OF ELECTION OF ACCELERATED DEATH BENEFIT.

Group Life Insurance Amount	\$100,000
Accelerated Benefit Elected	50,000
Amount Paid	50,000
Future Death Benefit Reduced By	50,000
Premium Calculated on Remaining Life Insurance Amount	50,000

EFFECT ON INSURANCE. When the Benefit is paid:

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

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

**NOTICE CONCERNING COVERAGE LIMITATIONS AND
EXCLUSIONS UNDER THE OHIO LIFE AND HEALTH
INSURANCE GUARANTY ASSOCIATION ACT**

Residents of Ohio who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Ohio Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The Ohio Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Ohio. You should not rely on coverage by the Ohio Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is **NOT** provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus. You should check with your insurance company representative to determine if you are only covered in part or not covered at all.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law; from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

Ohio Life and Health Insurance Guaranty Association

1840 Mackenzie Drive

Columbus, OH 43220

Ohio Department of Insurance

50 West Town Street

Third Floor – Suite 300

Columbus, OH 43215

The state law that provides for this safety-net coverage is called the Ohio Life and Health Insurance Guaranty Association Act. Following is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

COVERAGE

Generally, individuals will be protected by the life and health insurance guaranty association if they live in Ohio and hold a life or health insurance contract, annuity contract, unallocated annuity contract, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;

- their policy was issued by a medical, health, or dental care corporation, an HMO, a fraternal benefit society, a mutual protective association or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group contractholder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the association is obligated to pay out: The association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the association will not pay more than \$100,000 in cash surrender values, \$100,000 in health insurance benefits, \$100,000 in present value of annuities, or \$300,000 in life insurance death benefits - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages.

Note to benefit plan trustees or other holders of unallocated annuities (GICs, DACs, etc.) covered by the act: For unallocated annuities that fund governmental retirement plans under Sections 401, 403(b) or 457 of the Internal Revenue Code, the limit is \$100,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the association be liable to spend more than \$300,000 in the aggregate per individual. For covered unallocated annuities that fund other plans, a special limit of \$1,000,000 applies to each contractholder, regardless of the number of contracts held with the same company or number of persons covered. In all cases, of course, the contract limits also apply.



Administrative Office:
1020 31st Street • Downers Grove, IL 60515-5591

Products and services marketed under the Dearborn National® brand and the star logo are underwritten and/or provided by Dearborn National® Life Insurance Company (Downers Grove, IL) in all states (excluding New York), the District of Columbia, the United States Virgin Islands, the British Virgin Islands, Guam and Puerto Rico.