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

Having issued Group Policy No. F017566-0001
(herein called the Policy)

to

IUOE LOCAL NO. 132 HEALTH & WELFARE FUND
(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 Fort Dearborn Life Insurance Company

[Signature]
Secretary

[Signature]
President

10 DAY FREE LOOK EXAMINATION

Please examine Your Certificate carefully. If for any reason it does not meet Your requirements or does not provide the benefits You anticipated, You may return this Certificate to Us within 10 days of the delivery to You for a full refund of all premiums.

Basic Group Term Life Insurance Certificate
with
Accidental Death & Dismemberment and Dependent Life Insurance Benefits
Non-Participating
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POLICYHOLDER: IUOE LOCAL NO. 132 HEALTH & WELFARE FUND

POLICY NUMBER: F017566-0001

EFFECTIVE DATE: September 1, 2009

ELIGIBILITY:
Class 01
All active members employed by an employer participating in the International Union of Operating Engineers Local 132 Health & Welfare Fund and is covered by a collective bargaining agreement between his employer and the International Union of Operating Engineers Local 132, AFL-CIO (Union) shall become eligible for benefits in accordance with the “Qualifying Schedule,” provided the appropriate monthly contributions have been made to the Fund on his account by a Participating Employer or Employers.

Eligibility Waiting Period:
Current Members: As defined in the Qualifying Schedule” of the collective bargaining agreement
New Members: As defined in the Qualifying Schedule” of the collective bargaining agreement

Policyholder Contribution:
Basic Life & AD&D 100% of premium
Dependent Life 100% of premium

GROUP TERM LIFE INSURANCE
Member Basic Life Benefit Amount $25,000
Reduction of Benefits None. Benefits terminate at retirement.
Accelerated Death Benefit (ADB)
Benefit Amount 75% Basic Term Life Insurance In force
Insured Eligibility Member
Minimum Covered Life Insurance Amount $15,000
Maximum ADB Payment $250,000
Minimum ADB Payment $7,500

DEPENDENT TERM LIFE INSURANCE
Spouse Benefit Amount Basic: $10,000
Includes Registered Domestic Partner
Child(ren) Benefit Amount Basic:
$5,000 - age live birth to 14 days
$5,000 - age 14 days to 6 months
$5,000 - age 6 months to 19 years (or 25 years if full-time student)

GROUP ACCIDENTAL DEATH & DISMEMBERMENT
Member Basic AD&D Coverage Amount $25,000
Reduction of Benefits None. Benefits terminate at retirement.
Seat Belt Benefit 10% of Member Coverage Amount, to a maximum of $25,000
Air Bag Benefit 5% of Member Coverage Amount to a maximum of $5,000
Repatriation Benefit Actual costs to a maximum of $5,000
Education Benefit
Benefit Amount 3% of Member Coverage Amount, to a maximum of $3,000 per year
Maximum Benefit Duration Benefit payable for a maximum of four (4)years
Eligible Dependents Age live birth to age 19 years (23 if a full-time student)
ELIGIBILITY AND EFFECTIVE DATE PROVISIONS

Who is eligible for this insurance?

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

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

When does Your Noncontributory insurance become effective?

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

Current Members

If You are an eligible Member on the Policy effective date, Your Noncontributory coverage under the Policy will become effective on the date indicated in the Schedule of Benefits.

New Members

If You become an eligible Member after the Policy effective date, Your Noncontributory coverage under the Policy will become effective on the date indicated in the Schedule of Benefits.

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.

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 Your expense.

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

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 Non-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.

Eligibility after You Terminate Employment

If Your coverage ends due to termination of employment, You must meet all the requirements of a new Member if You are rehired at a later date.
Exception: If Your coverage ends due to termination of employment and You return to Active Work in an eligible class within 6 months, we will not:

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

If You converted all or part of Your group life insurance when employment terminated, the individual policy must be surrendered upon return to Active Work.
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 within two (2) years after the date of death.

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

Interest will be computed from the date of death at the current rate of interest on proceeds left on deposit with Us.

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

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

Facility of Payment
If no named beneficiary survives You or if You do not name a beneficiary, We will pay the amount of insurance:
1. to Your spouse, if living; if not,
2. in equal shares to Your then living natural or legally adopted children, if any; if none,
3. in equal shares to Your father and mother, if living; if not,
4. in equal shares to Your brothers and/or sisters, if living; if not,
5. to Your estate.

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

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

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

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

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**CONVERSION OF LIFE INSURANCE**

**How much Life Insurance may You convert if eligibility terminates?**

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

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

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

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

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

1. life insurance benefits under the Policy cease; or
2. the Policy is amended making You ineligible for life insurance; however, in either of these situations, You must have been insured for at least three (3) years under the Policy issued five (5) years or more prior to such termination. 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 any disability or other supplementary benefits. Suicide and contestable periods will not start over on the converted policy. A new suicide or contestable period will apply to new benefits not contained in the original policy, or to an increase in benefits, if applicable.
The minimum issue amount of an individual conversion policy is $2,000. The premium for the individual policy will be based on:

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

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

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

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

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

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.
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 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 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 term life insurance benefit.

Who is Eligible for an Accelerated Death Benefit?

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

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

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

The Accelerated Death Benefit Payment

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

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

The Accelerated Death Benefit will not be payable:

1. for any amount of group term life insurance which is less than the Minimum ADB Payment as set forth in the Schedule of Benefits; or

2. if Your Terminal Condition is the result of:
   a. attempted suicide, while sane or insane; or
   b. intentionally self-inflicted injury; or

3. if Your group term life insurance benefit has been assigned; or

4. if Your group term life insurance benefit is payable to an irrevocable beneficiary, including notification to Us that such benefit or a portion of such benefit is to be paid to a former spouse as part of a divorce or separation agreement; or

5. to retirees.
Notice and Proof of Claim

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

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

Effect on Insurance

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

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.
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?

Upon receipt of proof of death, 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. Proceeds on the life of a Dependent Spouse may be paid in installments. Interest will be computed from the date of death at the current rate of interest on proceeds left on deposit with Us.

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

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

Who is eligible for Dependent Life Insurance?

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

Note: No eligible person may be covered more than once under the Policy. If a person is covered as an Member, he cannot be covered as a Spouse or Dependent Child of another Member. If both parents are covered as insured Members 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 Member 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 first of the month that falls on or next follows date Your group insurance coverage becomes effective;
2. the first of the month that falls on or next follows 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 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 immediately on the date of the change.

**Definitions which apply to the Dependent Life Insurance provision:**

*Eligible Dependent* means:

1. Your lawful Spouse or Registered Domestic Partner; and/or
2. Your unmarried child(ren) who are within the age limits set forth in the Schedule of Benefits, and are not in active military service.

*Child(ren) includes but is not limited to:*

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.

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

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

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**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 for at least three (3) years under the Policy issued five (5) years or more prior to such termination. 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 any disability or other supplementary benefits. Suicide and contestable periods will not start over on the converted policy. A new suicide or contestable period will apply to new benefits not contained in the original policy, or to an increase in benefits, if applicable.

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

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

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

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

1. the death occurred during the 31-day period during which he could have made application; and
2. We receive proof of death within two (2) years of the date of death.

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

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**ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT (AD&D)**

*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>
<thead>
<tr>
<th>TABLE OF LOSSES</th>
<th>% OF COVERAGE AMOUNT PAYABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of Life</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of Both Hands</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of Both Feet</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of Entire Sight of Both Eyes</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of One Hand and One Foot</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of Speech and Hearing</td>
<td>100%</td>
</tr>
<tr>
<td>Paraplegia</td>
<td>75%</td>
</tr>
<tr>
<td>Loss of One Hand</td>
<td>50%</td>
</tr>
<tr>
<td>Loss of One Foot</td>
<td>50%</td>
</tr>
<tr>
<td>Loss of Entire Sight of One Eye</td>
<td>50%</td>
</tr>
<tr>
<td>Loss of Speech</td>
<td>50%</td>
</tr>
<tr>
<td>Loss of Hearing (both ears)</td>
<td>50%</td>
</tr>
<tr>
<td>Hemiplegia</td>
<td>50%</td>
</tr>
<tr>
<td>Loss of Thumb and Index Finger (on same hand)</td>
<td>25%</td>
</tr>
<tr>
<td>Uniplegia</td>
<td>25%</td>
</tr>
</tbody>
</table>

**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 digits 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.

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**SEAT BELT BENEFIT**

*What is the Seat Belt Benefit?*

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

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

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

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

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

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**AIR BAG BENEFIT**

*What is the Air Bag Benefit?*

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

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

If it is unclear whether You were properly wearing Seat Belt(s) or if it is unclear whether the Air Bag inflated properly, then the Air Bag Benefit will be $1,000.
Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the Automobile, or proper replacement parts as required by the automobile manufacturer’s specifications, that inflates upon collision to protect an individual from injury and death. A Seat Belt is not considered an Air Bag.

**REPATRIATION BENEFIT**

*What is the Repatriation Benefit?*

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

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

**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.

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 occupants, You will be deemed to have suffered loss of life.

LIMITATIONS

Are there any Limitations for losses due to an Accident?

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

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

UNIFORM PROVISIONS
(Applicable to Dismemberment Coverage Only)

Initial Notice of Claim

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

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

**Time Limit for Filing Your Claim**

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

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

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

For the Education Benefit, proof of loss must:

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

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

**Physical Examination/Autopsy**

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

When does Your coverage under the Policy end?
Your coverage will terminate on the earliest of the following dates. Termination will not affect Your claim for a covered Loss which occurred while the coverage was in force.

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

Disability
Until the earliest of items 1 through 3 above, provided all premiums are paid when due.

Layoff
Until the earliest of items 1 through 3 above, provided all premiums are paid when due.

Leave of Absence
Until the earliest of items 1 through 3 above, provided all premiums are paid when due; or, governed by the Policyholder’s Human Resource policy on family and medical leaves of absence, in accordance with the FMLA provision below.

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

Will coverage be continued if You are eligible for leave under FMLA?
In the event You are eligible for and the Policyholder approves a leave under the Family and Medical Leave Act of 1993 (FMLA), or any applicable state family and medical leave law (State FML), provided the required premium continues to be paid, Your insurance will continue for a period of up to the later of:

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

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

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

1. The Policyholder must remit the required premium according to the terms of the Policy; and

2. coverage will terminate if You do not return to work as scheduled according to the terms of Your agreement with the Policyholder.

When does Dependent Life Insurance coverage end?

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

1. the date You are no longer Actively at Work (except in the case of disability, layoff or leave of absence as set forth above); or

2. the date on which the Policy is terminated;

3. the date You stop making any required contribution toward payment of premiums;

4. the effective date of an amendment to the Policy which terminates insurance for the class to which You belong; or

5. the date You:
   a. are no longer a member of a class eligible for this insurance,
   b. request termination of coverage under the Policy,
   c. are retired or pensioned, or

6. the date a Dependent Child or Spouse no longer meets the Policy definition of Eligible Dependent

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

Entire Contract; Changes

The Policy, the Policyholder’s Application, the Member’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 Member 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 Member, is or has been given to the Member.

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. 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**

Fort Dearborn 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 Fort Dearborn and such decisions shall be final and conclusive.
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.

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).

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.

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

Eligible Dependents Include
1. Your natural or step child.
2. a child placed with You for adoption from the date of placement or the date You are party in a suit in which You seek the adoption of the child. Eligibility will continue unless the child is removed from placement.
3. a child 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.

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.

Member means an active Member as defined on the Schedule of Benefits.
**Gainful Occupation** means any work or employment in which the insured Member:

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

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

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

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

**Male Pronoun** whenever used includes the female.

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

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

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

**Policyholder** means the person, firm, or institution to whom the Policy was issued. Policyholder also means any covered subsidiaries or affiliates set forth on the face of the Policy. If the Policyholder is an association or a trust, the term Participating Employer shall be substituted for Policyholder.

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

**Registered Domestic Partner** means an adult of the same or opposite gender who has an emotional, physical and financial relationship to You, similar to that of a Spouse, as evidenced by the following:

1. You and Your Domestic Partner share financial responsibility for a joint household and intend to continue an exclusive relationship indefinitely;
2. You and Your Domestic Partner each are at least eighteen (18) years of age;
3. You and Your Domestic Partner are both mentally competent to enter into a binding contract;
4. You and Your Domestic Partner share a residence and have done so for at least 12 months;
5. Neither You nor Your Domestic Partner are married to or legally separated from anyone else;

6. You and Your Domestic Partner are not related to one another by blood closer than would bar marriage; and

Neither You nor Your Domestic Partner is a Domestic Partner of anyone else.

Where the laws of the governing jurisdiction mandate a definition of Registered Domestic Partner other than shown above, that definition will be used in the Policy.

00104

**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

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

00119

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

00120
Residents of West Virginia 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 West Virginia Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policy holders 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 West Virginia 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 West Virginia. You should not rely on coverage by the West Virginia Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy. For a complete description of coverage, consult Article 26A, Chapter 33 of the West Virginia Code.

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.

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.

West Virginia Life and Health Insurance Guaranty Association
P.O. Box 816
Huntington, West Virginia 25712
West Virginia Insurance Commissioner
Consumer Services Division
2019 Washington Street, East
P.O. Box 50540
Charleston, West Virginia 25305-0540
(304) 558-3386
Toll Free 1-800-642-9004
TDD 1-800-435-7381

The state law that provides for this safety-net coverage is called the West Virginia Life and Health Insurance Guaranty Association Act. On the next page 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 West Virginia Life and Health Insurance Guaranty Association if they live in West Virginia and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. Member insurer also includes non-profit service corporations.
(W. Va. Code §33-24) and health care corporations (W. Va. Code §33-25). 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;
- the policy was issued at a time when the insurer was not licensed or authorized to do business in the state;
- their policy was issued by an HMO, a fraternal benefit society, mandatory state pooling plan, a mutual protective association or similar plan in which the policy holder is subject to future assessments, an insurance exchange, or any entity similar to the above.

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 or contract holder 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;
- employer or association plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them) or uninsured, including:
  - multiple employer welfare arrangement;
  - minimum premium group insurance plan;
  - stop loss group insurance plan; or
  - administrative services only contract.
- any unallocated annuity contract issued to an Member benefit plan protected under the federal pension guaranty corporation;
- any portion of any unallocated contract which is not issued to or in connection with a specific Member, union or association's benefit plan or a governmental lottery.
- Any policy or contract providing any hospital, medical, prescription drug or other health care benefits pursuant to Medicare Part C and D;
- Any obligation that does not arise under the written terms of the policy, including claims based on marketing materials; claims based on side letters or riders not approved by the Commissioner; misrepresentations regarding policy benefits; extracontractual claims or claims for penalties or consequential or incidental damages.
- A contractual agreement that establishes the member insurer’s obligation to provide a book value guaranty for defined contribution benefit plan participants by reference to a portfolio of assets that is owned by the benefit plan or trustee, which is not an affiliate of the insurer.

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, regardless of the number of policies or contracts, the association will only pay:

- $300,000 in life insurance benefits, but no more than $100,000 in net cash surrender and net cash withdrawal values;
- $300,000 for disability insurance;
- $300,000 for long term care insurance;
- $250,000 in the present value annuity benefits, including net cash surrender and net cash withdrawal values;
- $500,000 for basic major hospital medical and surgical insurance or major medical insurance, and;
- $100,000 for all other types of accident and sickness insurance than those listed above (disability, long term care, and major medical).

Also, for any one insured life, the association will only pay a maximum of $300,000 – no matter how many policies and contracts there were with the same company for all policies or contracts other than major medical insurance, in which case the aggregate limit shall not exceed $500,000 with respect to any one individual.

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 §§401(k), 403(b) or 457 of the Internal Revenue Code, the limit is $250,000 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 that $300,000 in the aggregate per individual; for covered unallocated annuities that fund other plans, a special limit of $5,000,000 applies to each contract holder, 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.
The benefits described in your certificate are insured by a Policy issued by Fort Dearborn Life Insurance Company (“FDL”), pursuant to an Member Welfare Benefit Plan (“the Plan”) established by your employer (“the Company”). This ERISA Information Statement (“EIS”) describes some of the key provisions of the Plan in effect as of the Effective Date of the Policy.

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

**A. ADMINISTRATION OF THE PLAN**

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

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

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

The Plan has other fiduciaries, advisors and service providers. The Plan Administrator may allocate fiduciary responsibility among the Plan's fiduciaries and may delegate responsibilities to others. Any allocation or delegation must be done in writing and kept with the records of the Plan. The Plan's life benefits are provided pursuant to an insurance policy issued to the Company. FDL’s (the Insurer's) services shall be limited to, and the Plan Administrator has the full discretionary and final authority to:

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

Each fiduciary is solely responsible for its own improper acts or omissions. Except to the extent required by ERISA, no fiduciary has the duty to question whether any other fiduciary is fulfilling all of the responsibilities imposed upon the other fiduciary by law. Nor is a fiduciary liable for a breach of fiduciary duty committed before it became, or after it stopped being, a fiduciary. However, a fiduciary may be liable for a breach of fiduciary responsibility of any Plan fiduciary, to the extent provided in ERISA Section 405(a). The Employer makes no promise to continue these * If this Plan is an ERISA plan, these ERISA provisions apply. However, your employer may issue a Summary Plan Description ("SPD"). If it does, and if there are any conflicts between the SPD and the EIS in regards to your ERISA rights, the SPD provisions will always control.
benefits in the future and rights to future benefits will never vest. Retirement does not give any retiree any vested right to continue to participate or receive Plan benefits.

B. CLAIMS PROCEDURE:

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

Claims Department
Fort Dearborn Life Insurance Company
1020 31st Street
Downers Grove, IL  60515-5591
1-800-348-4512

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

1. Disability Insurance Plans

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

If the claim is denied, in whole or in part, you will receive a written notice giving the following:

- the reason for the denial;
- the Policy provisions on which the denial is based;
- an explanation of what other information, if any, may be needed to process the claim and why it is needed;
- the steps that you have to follow to have the claim reviewed;
- a statement that you have the right to bring a civil action under section 502(a) of ERISA after you appeal
- our decision and after you receive a written denial on appeal; and
- if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the denial, either (i) the specific rule, guideline, protocol or other similar criterion; or (ii) a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the denial and that a copy will be provided free of charge to you upon request; and
- if denial is based on medical judgment, either (i) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or (ii) a statement that such explanation will be provided to you free of charge upon request.

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

You may:

a. request a review upon written application within 180 days of the claim denial;

b. request, free of charge, copies of all documents, records and other information relevant to your claim; and

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

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c. submit written comments, documents, records and other information relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

FDL will make a decision no more than 45 days after we receive your appeal. The time for decision may be extended for one additional 45 day period provided that, prior to the extension, FDL notifies you in writing that an extension is necessary due to special circumstances, identifies those circumstances and gives the date by which it expects to render its decision. If your claim is extended due to your failure to submit information necessary to decide your claim on appeal, the time for your decision shall be tolled from the date on which the notification of the extension is sent to you until the date we receive your response to the request. The written decision will include specific references to the Plan provisions on which the decision is based and any other notice(s), statement(s) or information required by applicable law.

2. Life Insurance Plans

FDL will give you a decision no more than 90 days after receipt of due proof of loss, except in special circumstances (such as the need to obtain further information), but in no case more than 180 days after the due proof of loss is received. The written decision will include specific reasons for the decision and specific references to the Plan provisions on which the decision is based.

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

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

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

A decision will be made by the Insurer no more than 60 days after receipt of the request for review, except in special circumstances (such as the need to obtain additional evidence), but in no case more than 120 days after the request for review is received. The written decision will include specific reasons for the decision and specific references to the Plan provisions on which the decision is based. The decision will advise you of any other appeal rights you have under the Plan, as well as your right to bring an action under Section 502(a) of ERISA.

C. ERISA NOTICE OF YOUR RIGHTS

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

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

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

In addition to creating rights for the Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Member benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employers, your union, or any other persons, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part you must receive a written explanation of the reason for the denial.

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

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denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce your rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file a suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

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

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

D. PARTICIPANT'S RIGHTS

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

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