

GENERAL PROVISIONS

ENTIRE CONTRACT

The Policy, the Application, any attached papers, agreements and/or endorsements and the enrollment forms of the Insureds are considered to be the entire contract.

STATEMENTS

We consider any statements made by the Policyholder or any Insured, in the absence of fraud, to be representations and not warranties. No such statement shall be used in defense to a claim under the Policy unless it is contained in a written application signed by the Insured and a copy of such application is or has been given to him or to his beneficiary or personal representative.

INCONTESTABILITY

We will not contest the validity of the Policy, except for nonpayment of premium, after it has been in force for two (2) years from its effective date. We will not contest the validity of an Insured's insurance after his insurance has been in force before the contest for a period of two years from its date of issue during the insured's lifetime and unless the statement is contained in a written instrument signed by the insured making the statement.

MISSTATEMENT OF AGE

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

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

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

CONFORMITY WITH STATE LAW

If any part of the Policy does not conform to a state statute in the state in which it is issued or delivered, it is amended to conform to the minimum requirements of the statutes of that state.

WAIVER OF PREMIUM

If Dependent Voluntary AD&D coverage is elected, We will waive, for surviving spouse and Dependent Children, payment of all premiums coming due during a period of 24 months following the Employee's Accidental death for which benefits are payable.

DISCRETION

Fort Dearborn Life Insurance Company (FDL) has the discretion to interpret the terms of the Policy, Certificate, Schedule of Benefits, Riders and Endorsements and to determine the eligibility for and amount of benefits. This discretion is not intended to give rise to a deferential standard of review for FDL on appeal of a determination.

PREMIUM PAYMENTS

The System has agreed to deduct from Your pay any premiums payable for Your Contributory insurance coverage(s) and to remit such premiums for the entire time Your Contributory coverage(s) is in effect.

Premium charges will begin on the premium due date which coincides with or next follows the addition of Voluntary AD&D or Dependent AD&D coverage. Premium charges for decreases in insurance amounts or termination of Dependent AD&D or Voluntary AD&D coverage will end on the premium due date which coincides with or next follows the termination or the change in amount.

This method of charging premium will not change the effective date or termination date of any coverage as defined in the Eligibility or Termination Provisions of the Policy.

If Your Annual Compensation increases during the plan year (any time other than Sept. 1), Your salary-based coverage amount will increase immediately and premiums will increase the following September 1.