

Term Life Insurance

Employee Benefit Booklet



THE UNIVERSITY OF TEXAS SYSTEM

Group Number: GFZ1778-0001

Class 1-01

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

08/11/2010



Underwritten by Fort Dearborn Life Insurance Company®

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

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

CERTIFICATE OF COVERAGE

We agree to pay benefits subject to the provisions, definitions, limitations, and conditions of the master policy. The master policy (herein called the Policy) is a contract issued by Fort Dearborn Life Insurance Company® to Your Employer (herein called the Policyholder). The Policy may be changed at any time by a written agreement between Fort Dearborn Life Insurance Company and the Policyholder.

This is Your certificate of coverage as long as You are eligible for insurance. It is not a contract or a part of one. Your benefits are described in plain English, but a few terms and provisions are written as required by insurance law.

PLEASE READ CAREFULLY

If You have any questions, please contact the Benefits Administrator at Your place of employment or write to us. We will assist You in any way we can to help You understand Your benefits.

Secretary

President

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

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

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

READ YOUR CERTIFICATE CAREFULLY

Group Insurance Certificate
Term Life Insurance with Accelerated Death Benefit, and
Dependent Life Insurance

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

**IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE, ACCIDENT, HEALTH
AND HOSPITAL SERVICE INSURANCE GUARANTY ASSOCIATION
(For insurers declared insolvent or impaired on or after September 1, 2005)**

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect Texas policyholders if their life or health insurance company fails. Only the policyholders of insurance companies which are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the Texas Insurance Code, Chapter 463.)

It is possible that the Association may not cover your policy in full or in part due to statutory limitations.

Eligibility for Protection by the Association

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas at that time (**irrespective of the policyholder's residency at policy issue**)
- Residents of other states, ONLY if the following conditions are met:
 1. The policyholder has a policy with a company domiciled in Texas;
 2. The policyholder's state of residence has a similar guaranty association; and
 3. The policyholder is not eligible for coverage by the guaranty association of the policyholder's state of residence.

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, and \$200,000 for other types of health insurance.

Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on any one life; or
- Death benefits up to a total of \$300,000 under one or more policies on any one life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

Individual Annuities:

- Present value of benefits up to a total of \$100,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of \$100,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contract holder regardless of the number of contracts.

Aggregate Limit:

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple-owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage.

Texas Life, Accident, Health and Hospital Service
Insurance Guaranty Association
6504 Bridge Point Parkway, Suite 450
Austin, Texas 78730
800-982-6362 or www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439 or www.tdi.state.tx.us

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Local Benefits Office.

You may call Fort Dearborn Life Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-348-4512

You may also write to Fort Dearborn Life Insurance Company at:

1020 31st Street, Downers Grove, IL 60515-5591

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
FAX: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para informacion o para someter una queja:

Puede comunicarse con su Local Beneficio Oficina.

Usted puede llamar al numero de telefono gratis de Fort Dearborn Life Insurance Company para informacion o para someter una queja al:

1-800-348-4512

Usted tambien escribir a Fort Dearborn Life Insurance Company al:

1020 31st Street, Downers Grove, IL 60515-5591

Puede comunicarse con el Departamento de Seguros de Texas para conseguir informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
FAX: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con al departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

TABLE OF CONTENTS

SCHEDULE OF BENEFITS 2

DEFINITIONS..... 5

ELIGIBILITY PROVISIONS 8

EMPLOYEE ENROLLMENT and EFFECTIVE DATE OF COVERAGE 10

BENEFICIARY PROVISIONS..... 13

GROUP TERM LIFE INSURANCE BENEFIT 14

PORTABILITY 17

ACCELERATED DEATH - TERMINAL ILLNESS BENEFIT 20

DEPENDENT VOLUNTARY GROUP TERM LIFE INSURANCE..... 21

TERMINATION PROVISIONS 23

GENERAL PROVISIONS 25

CLAIMS PROVISIONS..... 27

<p>SCHEDULE OF BENEFITS</p> <p>Active Employees and Retired Employees of the System</p>

Effective September 1, 2010

BASIC GROUP TERM LIFE INSURANCE
(Basic GTL)

BENEFIT DESCRIPTION	EMPLOYEE ⁽¹⁾	RETIRED EMPLOYEE
Benefit Amount	\$20,000	\$6,000
Guarantee Issue	Total amount	The amount of Basic GTL in force under the Prior Plan on the last day before benefits under this plan were effective.
Paid for by	The System ⁽²⁾	The System
<p>⁽¹⁾ Employee is defined in the Eligibility provision and includes Active Employees who participate in a System sponsored medical plan, as well as Active Employees who participate in an alternative UT System health institution life plan provided by individual health institutions.</p> <p>⁽²⁾ For part-time employees, the System will only provide ½ of the premium sharing. The remaining ½ of the premium payment is the part-time employee’s responsibility.</p>		

VOLUNTARY GROUP TERM LIFE INSURANCE
(Employee/Retired Employee Voluntary GTL – Available with or without Basic GTL)

BENEFIT DESCRIPTION	EMPLOYEE ⁽¹⁾⁽²⁾	RETIRED EMPLOYEE
Benefit Amount	1 to 6 times Annual Compensation or \$1,500,000, whichever is less	\$7,000, \$10,000 \$25,000 or \$50,000
Guarantee Issue	Up to 3 times Annual Compensation or \$1,500,000, whichever is less.	The amount of Voluntary GTL in force under the Prior Plan on the last day before benefits under this plan were effective.
Maximum Voluntary GTL Benefit	\$1,500,000	\$50,000
Paid for by	Employee ⁽¹⁾⁽²⁾	Retired Employee
<p>⁽¹⁾ Employee, for the purposes of Voluntary GTL, is defined in the Eligibility provision and includes any benefits eligible Active Employee who participates in a System medical plan, as well as Employees who waive participation in the System medical plan. It does not include Active Employees who participate in an alternative UT System health institution life plan.</p> <p>⁽²⁾ Employees with medical coverage from another source may waive medical coverage and receive 50% (full-time) or 25% (part-time) of the state’s premium sharing amount to pay premium(s) for Voluntary GTL (up to first \$50,000), Dependent VGTL or Voluntary Spouse GTL.</p>		

SCHEDULE OF BENEFITS (Continued)
Active Employees and Retired Employees of the System

VOLUNTARY GROUP TERM LIFE INSURANCE
 (Dependent GTL – Spouse and Children)

BENEFIT DESCRIPTION	EMPLOYEE	RETIRED EMPLOYEE
Dependent Voluntary GTL Benefit Amount (Spouse and Children)	\$10,000	Not available
Guarantee Issue	\$10,000 (spouse and each benefits eligible child)	Not applicable
Paid for by	Employee	Not applicable
Voluntary Spouse GTL Benefit Amount *	\$15,000 or \$40,000	\$3,000
Guarantee Issue	No Guarantee Issue (EOI required for both \$15,000 and \$40,000)	Retired prior to September 1, 2010: No Guarantee Issue (EOI required) Retired on or after September 1, 2010: <ul style="list-style-type: none"> • Active Employee with Voluntary Spouse GTL retires with no break in coverage between last day of employment and first day of retirement: Guarantee Issue (No EOI required) • Active Employee without Voluntary Spouse GTL or has break between last day of employment and first day of retirement: No Guarantee Issue (EOI required to enroll Voluntary Spouse GTL)
Paid for by	Employee	Retired Employee
* Employee must have Voluntary GTL of at least 1 times Annual Compensation and Dependent Voluntary GTL coverage to purchase the Voluntary Spouse GTL coverage. Retired Employee must have Voluntary GTL coverage to purchase the Voluntary Spouse GTL coverage.		

SCHEDULE OF BENEFITS (Continued)
Active Employees and Retired Employees of the System

**Grandfathered Benefits for
 Certain Employees Who Retired prior to September 1, 2004**

RETIRED EMPLOYEE DESCRIPTION	GTL ⁽¹⁾
All Retired Employees of the System who retired prior to September 1, 2004 and were covered for amounts other than the current Retired Employee schedule allowed for Basic and Voluntary GTL	\$6,000
⁽¹⁾ The premiums for the Retired Employee GTL will be funded by the System and the covered Retired Employee as they were prior to September 1, 2004.	

DEFINITIONS

This section tells You the meaning of special words and phrases used in the Policy. 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.

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

Active Service means that an Employee is:

1. performing the normal duties of his occupation; and
2. working the number of hours set forth in the Eligibility Provision.

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.

Annual Compensation means the greater of:

1. Your last reported gross annual income from Your Employer; or
2. Your gross annual income from Your Employer in effect on the September 1 immediately preceding the date of loss.

It includes:

1. hazardous duty pay;
2. longevity pay;
3. employee contributions made through a salary reduction agreement with Your Employer to an IRC Section 401(k), 403(b), 501(c)(3), 457 deferred compensation plan, or any other qualified or non-qualified employee Retirement Plan or deferred compensation arrangement; and
4. amounts contributed to Your fringe benefits according to a salary reduction arrangement under an IRC Section 125 plan.

It does not include:

1. commissions;
2. bonuses;
3. overtime pay;
4. Your Employer's contribution on Your behalf to a retirement plan or deferred compensation arrangement; or
5. any other extra compensation.

Basic GTL means Basic Group Term Life insurance.

Change in Status means an event which qualifies You to make changes in benefit selections at a time other than an annual enrollment period. A Change in Status includes, but is not limited to:

1. marriage; or
2. divorce, annulment or legal separation; or
3. Birth or adoption of a dependent child; or
4. Death of Your spouse; or
5. Termination of Your spouse's employment; or

6. A change in the benefit plan available to Your spouse; or
7. A change in employment status for You or Your spouse that affects Your eligibility for benefits.

To apply for a Change in Status, You must contact Your institution HR/Benefits Office within 31 days of the date of the qualifying event. The requested change must be consistent with the qualifying event. Your institution HR/Benefits Office will review the request and make a final decision as to whether or not the requested change qualifies.

Child means:

1. a natural child;
2. an adopted child;
3. a stepchild who has a regular parent/child relationship with the Employee;
4. a foster child under a legally supervised foster care program; or
5. other child who is in a parent-child relationship with the Employee.

You may be required to provide legal papers to show Your relationship to a child who is not Your natural child.

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

Dependent Voluntary GTL or Dependent VGTL means Dependent Voluntary Group Term Life insurance.

Employee means an employee in Active Service 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 and is reported on the Employer's records for Social Security and tax withholding purposes.

Evidence of Insurability (EOI) means such evidence, provided at no expense to Us, including medical records and a possibly a physical examination, as may be required by Us to determine that an Employee, Retired Employee or Dependent is an acceptable risk for changes in existing insurance or issuance of new insurance. Evidence of Insurability information must be reviewed by and coverage approved by FDL before such coverage becomes effective

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

Insured means an Employee or a Retired Employee covered under the Policy.

Male Pronoun whenever used includes the female.

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

Policy means the group contract between the Policyholder and Us which provides group insurance benefits.

Policyholder means The University of Texas System or System.

Prior Plan means the plan of insurance providing similar benefits to Employees, sponsored by the Employer and in effect immediately prior to the Policy Effective Date.

Retirement Program means Teacher Retirement System of Texas (TRS), the Employee Retirement System of Texas, the Optional Retirement Program established by Chapter 830, Texas Government code, or any other federal or state statutory retirement program to which the System has made employer contributions.

System means The University of Texas System.

Total Disability or Totally Disabled provision means that You are unable to perform all of the material duties of any occupation for which You are or may reasonably become qualified by reason of education, training or experience.

Us means Fort Dearborn Life Insurance Company or FDL. For purposes of this Policy, any notice or other form that is required pursuant to this Policy is considered to have been submitted to Us by an Employee/Retired Employee

upon delivery of the Form to the institution HR/Benefits Office at the Employee/Retired Employee's institution for delivery to Us.

Voluntary GTL or VGTL means Voluntary Group Term Life insurance.

Voluntary Spouse GTL or VSGTL means Voluntary Spouse Group Term Life insurance.

You or Your means the Employee or Retired Employee covered under the Policy to whom this Certificate was delivered.

ELIGIBILITY PROVISIONS

The eligibility requirements are set forth below; however, eligibility for this plan is subject to change by the System or the Texas Legislature.

EMPLOYEE ELIGIBILITY

Employees and their dependents are eligible to participate in the Basic GTL, Voluntary GTL, Dependent Voluntary GTL and Voluntary Spouse GTL life insurance plans under this Policy, if they receive compensation for services performed for the System and:

1. are eligible to be a member of the Teacher Retirement System of Texas (TRS); and either:
 - a. work at least 20 hours per week and are expected to continue in the employment for a term of at least 4 ½ months; or
 - b. are appointed for at least 50 percent of a standard full-time appointment; or
2. are graduate student Employees who:
 - a. are employed at least 20 hours a week; and
 - b. who are not members of TRS solely because a condition of their employment requires enrollment in the System in graduate level classes.

Employees who are Physicians participating in an alternative UT System Health Component Life Plan sponsored by a UT System Health Component are only eligible to participate in the Basic GTL insurance plan under the Policy. However, if the alternative UT System Health Component Life Plan is no longer available to these Physicians, they will become eligible to participate in the Voluntary GTL and Dependent GTL benefits offered through this contract; and Evidence of Insurability will not be required:

1. for amounts that do not exceed the Voluntary GTL amount previously enrolled under the alternative UT System Health Component Life Plan; and
2. if no break in UT System service occurred prior to the event.

In addition, individuals serving a Post-Doctoral Fellowship with a System institution who are not appointed as employees are eligible to participate only in the Basic GTL insurance plan.

RETIRED EMPLOYEE ELIGIBILITY

A Retired Employee is eligible for Basic GTL, Voluntary GTL and Voluntary Spouse GTL if the individual retires under the jurisdiction of a retirement program as required by Texas Insurance Code §1601.102(b); and

1. was a Retired Employee as of 8-31-03 who was participating in the System uniform benefit program on 8-31-03; or
2. was an Employee of the System as of 8-31-03 and subsequently becomes a Retired Employee after 8-31-03, and has at least three (3) years of service with the System, and
 - a. whose last state employment was with the System; and
 - b. who has at least five (5) years of service credit under a Retirement Program and is at least age 55 or has at least five (5) years of service credit with a Retirement Program and has a combination of age and service totaling 80; or
3. becomes an Employee of the System after 8-31-03 and subsequently becomes a Retired Employee and has at least ten (10) years of service with the System, and
 - a. whose last state employment was with the System; and
 - b. who has at least ten (10) years of service credit under a Retirement Program; and
 - c. is at least age 65 or has a combination of age and service totaling 80; or

4. is a former Employee returning to retire after 8-31-03 and is a member of a retirement plan referenced in Texas Insurance Code §1601.102(b) and met the University of Texas System retirement requirements as they existed on 8-31-03, and has at least three (3) years of service with the System, and
 - a. whose last state employment was with the System, and
 - b. who has at least five (5) years of service credit under a Retirement Program; and
 - c. is at least age 55 or has a combination of age and service totaling 80; or

5. is a former Employee who was not employed with the System nor eligible to retire on 8-31-03, and is returning to retire after 8-31-03, and is a member of a retirement plan referenced in Texas Insurance Code §1601.102(b), and has at least ten (10) years of service with the System, and
 - a. whose last state employment was with the System; and
 - b. who has at least ten (10) years of service credit under a Retirement Program; and
 - c. is at least age 65 or has a combination of age and service totaling 80 years.

DEPENDENT ELIGIBILITY

Eligible Dependents include:

1. the Employee's spouse (spouse as defined by the Texas Family Code);
2. the Employee's unmarried, dependent Child(ren) from live birth to age 25. A stillborn child is not eligible for coverage or benefits; and/or
3. the Retired Employee's spouse (spouse as defined by the Texas Family Code).

Coverage for a child may continue beyond age 25 only if the child is mentally or physically unable to earn a living and is dependent on the Employee for support. The Employee must notify their institution HR/Benefits Office of the child's disability before the child's 25th birthday. Periodically, the Employee may be required to provide evidence of the child's continuing disability and proof of support, but not more frequently than once every twelve months.

A person cannot be insured as an Employee/Retiree and also a Dependent under the Policy. If both the husband and the wife are Employees/Retirees of the System, both must be covered as individual Insureds under the Policy, and only one may enroll dependent child(ren) for Dependent Voluntary GTL coverage.

ELIGIBILITY AFTER TERMINATION OF EMPLOYMENT

If an Employee's coverage ends due to termination of employment and he does not elect continued coverage under Portability, he must meet all the requirements of a new Employee if he is rehired at a later date.

EMPLOYEE ENROLLMENT and EFFECTIVE DATE OF COVERAGE

EMPLOYEE ENROLLMENT

A newly eligible Employee who enrolls for employee-only medical coverage when he first becomes eligible is automatically enrolled for Basic GTL coverage, and he may also enroll for Voluntary GTL, Dependent Voluntary GTL and/or Voluntary Spouse GTL insurance according to the benefit requirements. Amounts of coverage that are guarantee issue are set forth in the Schedule of Benefits and will become effective as follows:

Day of Enrollment	Insurance effective date if Employer supplements the benefits waiting period⁽¹⁾	Insurance effective date if Employer does not supplement the benefits waiting period⁽¹⁾
On or before the Employee's first day at work, provided the Employee submits an application and requests payroll deduction of the applicable premium for Contributory coverages, if any	Basic GTL – the date the Employee becomes eligible. VGTL – the date the Employee becomes eligible. ⁽²⁾ Dependent GTL – the date the Employee becomes eligible. VSGTL – the date the Employee becomes eligible. ⁽³⁾	Basic GTL – the first of the month following the end of the required waiting period. VGTL – the date the Employee becomes eligible. ⁽²⁾ Dependent GTL – the date the Employee becomes eligible. VSGTL – the date the Employee becomes eligible. ⁽³⁾
Provided the Employee's application and request for payroll deduction of the applicable premium for Contributory coverages, if any, are received in the institution HR/Benefits Office within 31 days of the Employee's first day at work.	Basic GTL – the date the Employee becomes eligible. VGTL – the first of the month following the date the enrollment form is received. Dependent VGTL – the first of the month following the date the enrollment form is received. VSGTL – the first of the month following the date the enrollment form is received.	Basic GTL – the first of the month following the end of the required waiting period. VGTL – the first of the month following the date the enrollment form is received. Dependent VGTL – the first of the month following the date the enrollment form is received. VSGTL – the first of the month following the date the enrollment form is received.
After 31 or more days of the Employee's first day at work	Basic GTL – the date the Employee becomes eligible. VGTL – must wait to enroll at the next annual enrollment or in conjunction with a qualified Change in Status. Dependent VGTL – must wait to enroll at the next annual enrollment or in conjunction with a qualified Change in Status. VSGTL – must wait to enroll at the next annual enrollment or in conjunction with a qualified Change in Status.	Basic GTL – the date the Employee becomes eligible. VGTL – must wait to enroll at the next annual enrollment or in conjunction with a qualified Change in Status. Dependent VGTL – must wait to enroll at the next annual enrollment or in conjunction with a qualified Change in Status. VSGTL – must wait to enroll at the next annual enrollment or in conjunction with a qualified Change in Status.
⁽¹⁾	Insurance effective date is reliant upon the Employee having met the Active Service definition of this Policy.	
⁽²⁾	Satisfactory Evidence of Insurability will be required on applications for Voluntary GTL in excess of the guarantee issue amount.	
⁽³⁾	Employee must have Employee Voluntary GTL of at least 1 times Annual Compensation and Dependent Voluntary GTL coverage to purchase the Voluntary Spouse GTL benefit.	

If an Employee does not enroll for himself within the first 31 days he is eligible or if he waives all or a portion of his Noncontributory coverage and chooses to enroll at a later date, the Employee is considered a late applicant. Late applicants must furnish Evidence of Insurability.

For plan year(s) beginning on and occurring after September 1, 2010, if an Employee does not enroll for his dependents within the first 31 days he is eligible and chooses to enroll at a later date, the Employee is considered a late applicant and must furnish Evidence of Insurability for each eligible Dependent.

RETIRED EMPLOYEE ENROLLMENT

If there is no break in service between active employment and the effective date of retirement, newly Retired Employees are eligible for the following Basic GTL and Voluntary GTL coverages:

1. Basic GTL in an amount set forth on the Schedule of Benefits, and the state premium sharing is available to pay the Retired Employee's premium for the Basic GTL;
2. Voluntary GTL in amounts set forth on the Schedule of Benefits, and all Voluntary GTL coverage is Contributory; and
3. Voluntary Spouse GTL in an amount set forth on the Schedule of Benefits, and all Voluntary Spouse GTL coverage is Contributory.

If there is a break in service between active employment and the effective date of retirement,

1. Premium sharing is not available for payment of the Retired Employee's Basic GTL until the first day of the calendar month that begins after the 90th day after the effective date of retirement; and
2. Evidence of Insurability will be required for amounts of Voluntary GTL and Voluntary Spouse GTL elected, and Voluntary GTL and Voluntary Spouse GTL coverage will become effective according to the Change in Coverage provision below.

DEFERRED EFFECTIVE DATE

An Employee must be in Active Service on the date his initial coverage or any increases in coverage are scheduled to begin. If he is not in Active Service on the date coverage would otherwise become effective; and his absence is caused by an injury, illness or layoff, the effective date of any initial coverage or increased coverage will be deferred until the first day he returns to Active Service. An Employee will be considered in Active Service if he was actually at work on the day immediately preceding:

1. a weekend (except for one or both of these days if they are scheduled work days);
2. a holiday (except when such holiday is a scheduled work day);
3. a paid vacation;
4. any nonscheduled work day.

An Employee will be considered in Active Service if he is insured under the Prior Plan and is on an Employer approved leave of absence on the date immediately preceding the Policy Effective Date.

CHANGE IN STATUS

If an Employee experiences a qualified Change in Status, he may add or drop Voluntary GTL amounts, provided the benefit change is consistent with the Change in Status. He must submit the appropriate enrollment form(s) to his institution HR/Benefits Office within 31 days of the Change in Status. He may enroll in Voluntary GTL or he may enroll a new spouse or dependent child in Voluntary Spouse GTL or Dependent Voluntary GTL. We will require Evidence of Insurability for any additional Voluntary GTL coverage elected due to a Change in Status.

CHANGE IN COVERAGE

Employees may increase or enroll in Voluntary GTL benefits in accordance with the Change in Status provision or during an annual enrollment period. Evidence of Insurability will be required for the following coverage changes:

1. for the plan year(s) beginning on and occurring after September 1, 2010, for any Employee enrolling in, or increasing Voluntary GTL if he is not a new Employee;
2. when enrolling in or increasing Voluntary GTL for the Employee and/or spouse following a qualified Change in Status event;
3. for new benefits-eligible Employees electing Voluntary GTL of greater than 3 times Annual Compensation;
4. for Voluntary Spouse GTL benefits of \$15,000 or \$40,000 (in addition to the \$10,000 Dependent GTL benefit);
5. for Retired Employees requesting to increase coverage;
6. for individuals returning to the System following a break from Active Service to obtain retirement status, on amounts of Voluntary GTL (in excess of the guarantee issue Basic GTL); or
7. for Spouses of Retired Employees enrolling in Voluntary Spouse GTL, unless the Spouse was enrolled for Voluntary Spouse GTL on the last day the Employee was an active Employee on or after September 1, 2010.

For Employees on Active Status, changes in coverage become effective on the first of the month that falls on or after the date we receive the Employee's enrollment form for any guarantee issue amounts or the first of the month that falls on or after the date we approve Employee's Evidence of Insurability for coverage with such a requirement. Employees must be in Active Service on the day any increased coverage becomes effective, regardless of the reason for the increase. Changes made by an Employee who is not in Active Service do not become effective until the later of the date the Employee goes onto Active Service or, for guaranteed issue coverage, the first day of the month that falls on or after the date we receive the Employee's enrollment form, or, for coverage requiring Evidence of Insurability, the date FDL approves such evidence of insurability.

If an Insured is eligible under one class of Eligible Employees and later becomes eligible under a different class of Eligible Employees, any change in insurance due to the class change will be effective on the first of the month following the change in class.

BENEFICIARY PROVISIONS

THE BENEFICIARY

You are automatically the beneficiary for life insurance proceeds for a Covered Dependent. You must designate a beneficiary or beneficiaries to receive the proceeds from Your Basic and/or Voluntary GTL. This designation must be made on a form provided or approved by Us. If two or more beneficiaries are named, payment of proceeds will be apportioned equally unless You have 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 no named beneficiary survives You or if You fail to designate a beneficiary, We will pay the amount of life insurance:

1. to Your spouse, if living; if not,
2. in equal shares to Your then living natural or adopted children, if any; if none,
3. in equal shares to Your father and mother, if living; if not,
4. to Your estate.

If a beneficiary is a minor, or is not able to give a valid release for any payment of benefits made, We will pay the life proceeds to the legally appointed guardian or to another adult who has assumed the custody and principal support of the minor. 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.

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

CHANGE OF BENEFICIARY

You may change Your beneficiary at any time by completing the appropriate change request form, and submitting it to Us. Your written request for change of beneficiary will not be effective until it is recorded by Us or by the Policyholder. After it has been so recorded, it will take effect on the date You signed the change request form or another date if You specifically request it. 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.

GROUP TERM LIFE INSURANCE BENEFIT

BENEFIT

We will pay Your beneficiary the amount of life insurance in force on 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.

Basic GTL insurance will be payable in accordance with all Policy provisions and the amount will be determined according to the Schedule of Benefits. Voluntary GTL insurance will be payable in accordance with all Policy provisions and the amount will be determined according to the Schedule of Benefits and the amount You selected and for which You were approved.

**SUICIDE EXCLUSION
(Not applicable to Basic GTL)**

No life insurance benefits, including Waiver of Premium, will be payable for a death which is caused by suicide or attempted suicide, while sane or insane, within two years from the effective date of Your Voluntary GTL coverage. In the event of death by suicide, Voluntary GTL benefits will be limited to a refund of the premiums paid. The suicide exclusion also applies from the effective date of any additional benefits or increases in Voluntary GTL coverage.

This suicide exclusion does not apply to:

1. Basic GTL coverage;
2. Voluntary GTL for insured persons covered under the Prior Plan for more than two years, except for any benefit amounts in excess of the Prior Plan's benefits. If You were covered under the Prior Plan for less than two years, credit will be given for the time You were insured under the Prior Plan.

SEAT BELT BENEFIT

We will pay an additional benefit, the Seat Belt Benefit, of the lesser of 10% of Your Life Insurance Benefit on the date of an Accident or \$10,000 if You die as the result of an Accident that occurs while You are covered under the Policy, and the following conditions are met:

1. 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 by the law of the jurisdiction in which the Accident occurs, with or without conviction; 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.
2. the automobile is equipped with Seat Belts;
3. the Seat Belt was in actual use and properly fastened at the time of the Accident; and
4. 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.

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

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

Automobile means a self-propelled private passenger motor vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of any state or country. Automobile includes, but is not limited to a sedan, station wagon, jeep-type vehicle, or a motor vehicle of the pickup, panel, van, camper or motor home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

CONVERSION OF LIFE INSURANCE

Conversion if Eligibility Terminates:

You may convert to an individual policy of life insurance without evidence of insurability 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 eligible for life insurance; or
3. You retire and experience a decrease in coverage.

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

Conversion if Policy is Terminated or Amended:

You may also convert to an individual policy of life insurance without evidence of insurability if Your life insurance ceases because:

1. the Policy terminates; 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 any 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.

Conditions for Conversion:

We must receive written application and the first premium for the individual life insurance policy within 31 days after insurance under the Policy ceases.

The individual policy will be a policy of whole life insurance. It will not contain accidental death and dismemberment benefits or any other supplemental benefits.

The premium for the individual policy will be based on:

1. Our current rates based upon the applicant's class of risk and his attained age on his last birthday; and
2. on 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 the applicant 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. 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 an Employee has elected to exercise Portability, conversion is not available unless coverage under Portability terminates. Conversion from Portability will be specified under Portability.

WAIVER OF PREMIUM

This provision is not available to any participant in Basic GTL or any Retired Employee.

We will continue Your life insurance benefits under the Policy without the further payment of life insurance premium if You are an Active Employee and become Totally Disabled, provided:

1. You are insured under the Policy and is in Active Service on or after the effective date of the Policy; and
2. You are under the age of 60; and
3. You provide Us with satisfactory written proof of Total Disability within 9 months after the date Your Active Service ended due to Total Disability; and
4. Your Total Disability has continued without interruption for at least 6 months; and
5. You are still Totally Disabled when You submit the proof of disability; and
6. all required premium has been paid.

The premium will be waived from the date We receive satisfactory written proof of Total Disability. Premium will continue to be waived provided You:

1. remain Totally Disabled; and
2. provide satisfactory written proof of continuing Total Disability upon request, but not more frequently than once every 3 months.

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

You will be covered for the amount of life insurance in force as of the date Total Disability commenced. This life insurance coverage will continue without the payment of premium until You are no longer Totally Disabled or You reach age 65, whichever occurs first.

We may have You examined at reasonable intervals during the period of claimed Total Disability. Continuation of life insurance under the Waiver of Premium provision shall end immediately and without notice if You refuse to be examined as and when required.

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

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

If continuation of life insurance under the Waiver of Premium provision ceases, and You are employed by the Policyholder, Your life insurance will continue provided premium payments begin on the next premium due date.

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

PORTABILITY

(Available to Active Employees only)

THE BENEFIT

If Voluntary GTL Insurance terminates, you and/or your insured Spouse may elect to continue Voluntary Group Life Insurance under the terms of the Policy by paying premiums quarterly, semiannually, or annually direct to Fort Dearborn. If you or your Spouse elect Portability, you may also elect to continue Dependent Child(ren)'s coverage. You may not apply for Spouse or Dependent Child(ren)'s benefits at the time you elect Portability.

The maximum amount of Voluntary Term Life Insurance which may be continued under Portability is the amount of Voluntary GTL Insurance in force at the time the Portability Benefit is elected plus any life insurance to which you are entitled under the Additional Purchase Option below.

A beneficiary designation on the Portability election form, if different from the beneficiary designated in effect under the Policy, shall constitute a change of beneficiary.

The Waiver of Premium Benefit is not available if your Total Disability begins after coverage under Portability becomes effective. The Accelerated Death Benefit is not available if your Terminal Illness begins after coverage under Portability becomes effective.

ADDITIONAL PURCHASE OPTION

Each Employee who elects portable coverage may be entitled to purchase an additional amount of term life insurance without evidence of insurability, provided he has not converted under the basic group policy the amount of group life insurance he elects under the Additional Purchase Option. The amount available under this Additional Purchase Option may not exceed \$50,000. We will bill this additional coverage at the same rate and in the same quarterly, semiannual or annual premium mode as coverage continued under Portability. The Additional Purchase Option does not apply to Spouse or Dependent Child coverage.

ELIGIBILITY FOR 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 Voluntary GTL Insurance must have terminated; and
3. you must submit an application for Portability and the first premium within 31 days after the date your Voluntary GTL Insurance terminated; and
4. you must not have exercised the right to convert under the Conversion of Life Insurance provision the amount of Voluntary Term Life Insurance you elect under the Portability Benefit. If you elect the Portability Benefit, any amounts of Voluntary GTL Insurance which are not ported may be converted in accordance with the terms of the Conversion of Life Insurance provision; and
5. your loss of coverage is not the result of retirement and you are not eligible for retiree life coverage as described in the Retired Employee Eligibility section of this certificate.

To be eligible for Portability, your Spouse must meet the following conditions:

1. he must have been insured under the Policy for at least one year prior to electing Portability; and
2. his Voluntary GTL Insurance must have terminated; and
3. he must submit an application for Portability and the first premium within 31 days of the date his coverage terminated; and
4. your Spouse must not have exercised the right to convert under the Conversion of Life Insurance provision the amount of Voluntary Term Life Insurance he elects under the Portability Benefit. If your Spouse elects the Portability benefit, any amounts of Voluntary GTL Insurance which are not ported may be converted in accordance with the terms of the Conversion of Life Insurance provision; and
5. your Spouse's loss of coverage is not the result of your retirement and you are not eligible for retiree life coverage as described in the Retired Employee Eligibility section of this certificate.

TERMINATION OF PORTABLE COVERAGE

Insurance under the Portability provisions of the Policy will terminate at the earliest of the following:

1. upon your return to work with the same Policyholder while the Policy is still in force; or
2. the date you become eligible for Voluntary Life as a Retired Employee under this policy; or
3. upon your failure to pay the required premiums when due; or
4. the date the covered Employee or covered Spouse reaches age 65; or
5. the Premium Due Date following the date a Spouse or Dependent Child ceases to be a Spouse or Dependent Child as defined herein.

CONVERSION

Upon termination of coverage under Portability, as set forth in item (3) or (4) above, the covered person may convert coverage to an individual policy subject to the Conversion of Life Insurance provision of this 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 in (3) or (4) above.

ACCELERATED DEATH - TERMINAL ILLNESS BENEFIT

ELIGIBILITY

Insureds, as defined below, are eligible to receive an Accelerated Death Benefit according to the following benefit provisions. Coverage under the Accelerated Death - Terminal Illness Benefit is subject to the Deferred Effective Date provision.

DEFINITIONS

Accelerated Death Benefit means 50% of the Terminally Ill Insured's group term life insurance amount in force on the date that We receive due proof of loss as described in this provision.

Insured, for the purpose of this Accelerated Death – Terminal Illness benefit, means an Employee, a Retired Employee or a spouse covered under the Policy.

Physician means a licensed practitioner, practicing within the scope of his license. A Physician must be someone other than the Insured or his family member.

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

1. is made at the Insured's expense; and
2. indicates that the Insured has a terminal condition; and
3. includes all medical test results, laboratory reports, and any other information on which the medical opinion is based; and
4. indicates the Insured's expected remaining life span; and
5. is acceptable to Us.

Terminally Ill Insured means an Insured who has a non-correctable health condition that, with reasonable medical certainty, will result in death of the Terminally Ill Insured within 24 months from the date of the Physician's Statement.

BENEFIT PAYMENT

We will pay an Accelerated Death Benefit in accordance with the Beneficiary provisions during the lifetime of a Terminally Ill Insured if he or his legal representative elects an Accelerated Death Benefit and provides due proof of loss as described in this provision. The Accelerated Death Benefit is payable only once to any one Terminally Ill Insured. There is no cost for an Accelerated Death Benefit.

At the time of the payment of the Accelerated Death Benefit, We will send a statement to the certificate holder specifying the amount of benefits paid, the effect of the Accelerated Death Benefit payment on the death benefit face amount; and the amount of benefits remaining available for acceleration.

EXCEPTIONS

The benefit will not be payable:

1. if the Terminal Illness is a result of:
 - a. attempted suicide, while sane or insane; or
 - b. self-inflicted injury; or

2. if the Terminally Ill Insured's life insurance benefit has been assigned; or
3. if the Insured's life insurance benefit is payable to an irrevocable beneficiary, including notification to Us that such benefit or a portion of such benefit is to be paid to a former spouse as part of a divorce or separation agreement.

NOTICE AND PROOF OF CLAIM

The Terminally Ill Insured must elect the benefit in writing on a form that is acceptable to Us. He must provide proof of his Terminal Illness, including a Physician's Statement, within 91 days of the notice of claim. If proof is not given within 91 days, the claim will not be reduced or denied if proof is given as soon as reasonably possible.

EFFECT ON INSURANCE

When the Accelerated Death Benefit is paid:

1. the amount of life insurance otherwise payable upon the Terminally Ill Insured's death, is reduced by the amount of the Accelerated Death Benefit. Any portion of the death benefit remaining after the reduction of the death benefit due to payment of an Accelerated Death Benefit shall be paid upon the death of the Terminally Ill Insured;
2. the amount of life insurance which could otherwise have been converted to an individual contract will be reduced by the amount of Accelerated Death Benefit; and
3. the premium due for the Terminally Ill Insured's life insurance will be calculated on the amount of such insurance remaining in force after deducting the amount of the Accelerated Death Benefit.

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

DEPENDENT VOLUNTARY GROUP TERM LIFE INSURANCE

This provision only applies to You if You have elected this coverage and You have paid or agreed to pay the applicable premium.

BENEFIT

We will pay You the amount of insurance on the life of Your Dependent Child and/or Spouse while coverage on Your Dependents is in force. Payment will be in one lump sum in accordance with all Policy provisions and the amount will be determined according to the Schedule of Benefits and Your enrollment form.

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

1. to Your spouse, if living; if not,
2. to the executor or administrator of Your estate.

SUICIDE EXCLUSION

No Dependent VGTL insurance benefits will be payable for a death which is caused by suicide or attempted suicide, while sane or insane, within two years from the effective date of a spouse or Dependent Child's coverage under this provision. In the event of death by suicide, Dependent VGTL benefits will be limited to a refund of the premiums paid for this coverage. The suicide exclusion also applies from the effective date of any additional benefits or increases in Dependent VGTL coverage.

If a Dependent Child commits suicide and is survived by other Dependent Children covered under Your certificate, no refund of premiums will be paid.

This suicide exclusion does not apply to Dependent VGTL coverage for spouse or Dependent Child(ren) covered under the Prior Plan for more than two years, except for any benefit amounts in excess of the Prior Plan's benefits. If spouse or Dependent Child(ren) were covered under the Prior Plan for less than two years, credit will be given for the time they were insured under the Prior Plan.

DEFERRED EFFECTIVE DATE

If a Dependent is hospital confined on the date his coverage would otherwise become effective, insurance will not become effective until the date the Dependent is no longer hospital confined. For the purposes of this provision, *no longer hospital confined* means the dependent has been discharged from a hospital, nursing home or other medical facility which provides skilled medical care.

DEPENDENT LIFE CONVERSION PRIVILEGE

Conversion if Eligibility Terminates:

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 GTL insurance; or
3. the Dependent no longer meets the definition of an eligible dependent; or
4. You die.

In any of these situations, the Dependent may convert up to the amount which was in force on the date insurance was terminated.

Conversion if Policy is Terminated or Amended:

A Dependent may also convert to an individual policy of life insurance if his life insurance ceases because:

1. the Policy terminates; or
2. the Policy is amended to exclude the Dependent Life benefit; or
3. the Policy is amended making You ineligible for Dependent GTL; however,

In these situations, the Dependent must have been insured under the Policy or any 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.

Conditions for Conversion:

We must receive written application and the first premium for the individual life insurance policy within 31 days after the insurance under the Policy ceases. No evidence of insurability will be required.

The individual policy will be a policy of whole life insurance.

The premium for the individual policy will be based on:

1. Our current rates based upon the applicant's class of risk and his attained age on his last birthday; and
2. on 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 group Policy, payment will not be made under the converted policy, and We will refund any premiums paid for the converted policy.

If a Spouse has elected to exercise Portability, conversion is not available unless coverage under Portability terminates. Conversion from Portability will be specified under Portability.

TERMINATION PROVISIONS

TERMINATION OF EMPLOYEE OR RETIRED EMPLOYEE COVERAGE

Your Noncontributory Basic GTL insurance coverage will end on the earliest of:

1. the date the Policy is canceled; or
2. the last day of the plan year if You cancel health coverage during annual enrollment;
3. the last day of the month in which You request that Your health coverage be canceled;
4. the last day of the month in which Your employment ends or You become ineligible for coverage; or
5. the day the System terminates the Policy.

Unless life insurance is continued under Portability, Contributory Voluntary GTL insurance coverage will end on the earliest of the following dates:

1. the date the Policy is canceled;
2. the end of the last month for which You paid the required premium;
3. the last day of the plan year if You cancel Voluntary GTL coverage during annual enrollment;
4. the last day of the month in which You request through the System that We cancel Your Voluntary GTL coverage due to a qualified Change in Status;
5. the last day of the month in which Your employment ends or You become ineligible for coverage; or
6. the day the System terminates the Policy.

Unless life insurance is continued under Portability, Dependent Voluntary GTL coverage will end on the earliest of the following dates:

1. the date the Policy is canceled;
2. the end of the last month for which You paid the required premium;
3. the last day of the plan year if You cancel coverage during annual enrollment;
4. the last day of the month in which You request through the System that We cancel Your Dependent Voluntary GTL coverage due to a qualified Change in Status;
5. the last day of the month in which a Dependent no longer meets the Policy definition of an eligible dependent;
6. the last day of the month in which You die;
7. the last day of the month in which Your employment ends or You become ineligible for coverage; or
8. the day the System stops offering Dependent GTL coverage.

Unless life insurance is continued under Portability, Voluntary Spouse GTL coverage will end on the earliest of the following dates:

1. the date the Policy is canceled;
2. the end of the last month for which You paid the required premium;
3. the last day of the plan year if You cancel coverage during annual enrollment;

4. the last day of the month in which You request through the System that We cancel Your Voluntary Spouse GTL coverage due to a qualified Change in Status;
5. the last day of the month in which a Spouse no longer meets the Policy definition of an eligible dependent;
6. the last day of the month in which You die;
7. the last day of the month in which Your employment ends or You become ineligible for coverage; or
8. the day the System stops offering Voluntary Spouse GTL coverage.

ELIGIBILITY AFTER TERMINATION OF EMPLOYMENT

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

LAYOFF AND LEAVE OF ABSENCE (Not applicable to Retired Employees)

If You are laid off or take a leave of absence, Your coverage may continue as follows:

Layoff: Until the end of the month following the month during which the layoff began, provided all premiums from the last month of active service are remitted by the System when due.

Approved Leave of Absence: If You elect to continue coverage, we will continue coverage up to three (3) years, provided all premiums are paid when due.

You may elect to put Your System coverage in abeyance. During the abeyance period, You are not eligible for GTL coverage, and no premium payment will be required. Upon return to the System, You would be immediately eligible to resume the same coverage without providing Evidence of Insurability.

DISABILITY

If You are no longer in Active Service as a result of a disability, You may continue to be eligible for life insurance coverage, until the end of the twelfth month following the month in which the disability began, provided all premiums are paid when due.

GENERAL PROVISIONS

ENTIRE CONTRACT

The Policy, the Application of the Policyholder, 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 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.

TIME FOR SETTLEMENT OF CLAIM

Settlement will be made no later than two months after We receive satisfactory proof of death.

ASSIGNMENT

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

PREMIUM PAYMENTS

The System has agreed to deduct from Your pay, or for Retired Employees collect, 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 GTL or Dependent GTL coverage. Premium charges for decreases in insurance amounts or termination of Dependent GTL or Voluntary GTL 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 September 1), Your salary-based coverage amount will increase immediately and premiums will increase the following September 1.

CLAIMS PROVISIONS

APPLYING FOR BENEFITS

You or Your, for the purpose of this provision may mean You, Your beneficiary or Your personal representative, as applicable.

If You have a claim for benefits under the Policy, You should contact Your institution Benefits Office within 20 days or as soon as reasonably possible after the date of the covered loss. That office will give You the forms You need to apply for any of the following benefits:

- Basic Term Life
- Voluntary Term Life
- Seat Belt Benefit for Accidental Death
- Dependent Term Life
- Accelerated Death Benefits
- Waiver of Premium

You must submit the claim to Your institution HR/Benefits Office, together with all necessary attachments, to be forwarded to Us.

Fort Dearborn (FDL) will pay the cost of any examination it requires. Disagreements about benefits are rare, but should You and FDL disagree about Your eligibility for a benefit or the amount of a benefit, You or your beneficiary may follow an appeal process.

HOW TO APPEAL A CLAIM

If Your claim for benefits is denied in whole or in part, FDL will notify You in writing. The written notice will give specific reasons for the denial and reference the specific plan provisions on which the denial is based. It will also describe any additional material You must submit and explain the claim review procedures.

You or Your authorized representative may submit a written request for reconsideration to FDL within 90 days of receiving the denial. Be sure to state why You believe the claim should not have been denied and submit any data, questions or comments You think are appropriate. You may also review any pertinent plan documents. Your appeal will be reviewed by the claims administrator.

FDL's decision on Your appeal will be sent to You in writing and will include the specific reasons for the decision as well as specific references to the appropriate plan provisions on which the decision is based.

CLAIM PAYMENTS

You are automatically the beneficiary of life insurance proceeds for a covered Dependent. The proceeds from Your Basic and/or Voluntary GTL insurance will be paid to your designated beneficiary. Unless you had specified otherwise, if two or more beneficiaries are named, we will divide proceeds equally. Accelerated Death and Terminal Illness benefits will be paid to you in one lump sum.

Unless You provide otherwise, if a beneficiary dies before You, We will divide that beneficiary's share equally between any remaining named beneficiaries. If no named beneficiary survives You or if You fail to designate a beneficiary, We will pay the life insurance proceeds in the following order of survival: Spouse, natural or adopted child(ren), parents or Your estate. (See Beneficiary Provisions for additional details)

FORT DEARBORN LIFE INSURANCE COMPANY®
Chicago, Illinois

RIDER

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

Beneficiary Resource Services

What is the Beneficiary Resource Services?

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

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

How the Beneficiary Resource Services are accessed

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

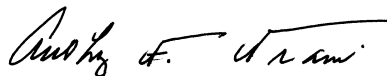
When do the Beneficiary Resource Services Terminate?

The services available under this Rider will end as follows:

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

Important Terms

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



President

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

NOTICE
to
the Policyholder and Certificateholder Insured under
the Group Term Life Insurance Policy
Provided by Fort Dearborn Life Insurance Company®
Regarding the Beneficiary Resource Services Noninsurance Benefit

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

Noninsurance Benefit Description

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

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

There is no charge for this service.

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

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

Why This Service is Being Made Available

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

Accessing Beneficiary Resource Services

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

Termination of the Noninsurance Benefit

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

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

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

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

FORT DEARBORN LIFE INSURANCE COMPANY®
Chicago, Illinois

RIDER

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

On-Line Will Preparation Service

What is the On-Line Will Preparation Service?

On-line Will Preparation Service is a noninsurance benefit made available to **You** which provides access at no additional cost to the following service:

- Access to on-line tools and resources to help **You** create **Your** will.

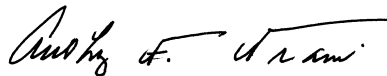
How is the On-line Will Preparation Service Accessed?

Your employer will give you a promotional code to access the EstateGuidance® web service at EstateGuidance.com. This code will give you access to the will preparation services.

The On-line Will Preparation Service program is administered and provided by ComPsych® Corporation. Fort Dearborn Life Insurance Company® does not underwrite or administer this program.

When does the On-Line Will Preparation Service Terminate?

The On-Line Will Preparation Service terminates if **Your** coverage is terminated under the section on *When does Your coverage under the Policy end?* found in the Termination Provision of the Policy.



President

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

NOTICE
to
the Policyholder and Certificateholder under
the Group Term Life Insurance Policy
Provided by Fort Dearborn Life Insurance Company®
Regarding the On-Line Will Preparation Noninsurance Benefit

This notice is to advise you that Your Group Term Life Insurance program also provides a noninsurance benefit: *On-Line Will Preparation Service*.

Noninsurance Benefit Description

On-Line Will Preparation Service is a service that provides access to a website to help in the preparation of a Last Will and Testament.

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

There is no charge for this noninsurance benefit.

The service is currently administered by ComPsych® Corporation.

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

Why This Service is Being Made Available

By using the EstateGuidance® web service at EstateGuidance.com, You will have access to on-line tools and resources to create Your will, utilizing the services provided by ComPsych Corporation. In addition to acquiring group term life insurance, preparing a will is another important way to protect your loved ones.

Accessing On-Line Will Preparation Service

Your employer will distribute promotional material, website information, and a promotional code for you to use. This promotional code will provide will preparation services free of charge on the website.

When Does the On-Line Will Preparation Service Terminate?

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

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

If the current program administrator discontinues the program and we are unable to find a replacement, we will notify the Policyholder as soon as is reasonable under the circumstances.

Unless terminated by Us or by the Program administrator, the On-Line Will Preparation Service noninsurance benefit is available for as long as you remain covered under the group term life insurance policy and such policy remains in effect.

If discontinued, the services available under this noninsurance benefit will no longer be available.

EstateGuidance® is offered by ComPsych® Corporation. EstateGuidance® is administered by ComPsych® Corporation. Fort Dearborn Life Insurance Company® does not underwrite or administer the EstateGuidance® program.

FORT DEARBORN LIFE INSURANCE COMPANY®
Chicago, Illinois

RIDER

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

Travel Resource Services

What is the Travel Resource Services?

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

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

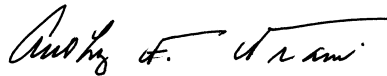
How is Travel Resource Services accessed?

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

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

When do the Travel Resource Services terminate?

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



President

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

NOTICE
to
the Policyholder and Certificateholder under
the Group Term Life Insurance Policy
Provided by Fort Dearborn Life Insurance Company®
Regarding the Travel Resource Services Noninsurance Benefit

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

Noninsurance Benefit Description

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

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

There is no charge for this noninsurance benefit.

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

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

Why This Service is Being Made Available

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

Accessing Travel Resource Services

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

Termination of the Noninsurance Benefit

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

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

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

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



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

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