

DEARBORN NATIONAL® LIFE INSURANCE COMPANY

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

Administrative Office:

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

Issues this Group Insurance Policy (OK) to:

POLICYHOLDER NAME: **The City of Oklahoma City and The Oklahoma City Municipal Facilities Authority**

GROUP POLICY NUMBER: GAE00255-0001

EFFECTIVE DATE: 01/01/2013

INITIAL PREMIUM RATES: See attached Rate Addendum

This Policy is delivered in the State of Oklahoma and is subject to the laws of that jurisdiction.

This Policy is issued in consideration of the Application of the Policyholder, a copy of which is attached, and of the payment of premiums by the Policyholder when due. We will pay benefits under the terms of this Policy in accordance with its provisions.

The first anniversary occurs on 01/01/2016 and all future anniversaries in twelve month intervals.

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

IN WITNESS WHEREOF, Dearborn National® Life Insurance Company (herein called Dearborn National) has caused this Policy to be executed at its home office in Chicago, Illinois.



President



Secretary

THIS IS A LEGAL CONTRACT BETWEEN THE POLICYHOLDER AND DEARBORN NATIONAL

PLEASE READ CAREFULLY

NON-PARTICIPATING
GROUP TERM LIFE INSURANCE POLICY
AD&D Benefits

TABLE OF CONTENTS

Application (Copy Attached)

Definitions

Eligibility and Effective Dates

Group Term Life Insurance Benefit

Conversion of Life Insurance

Waiver of Premium

Accelerated Death - Terminal Illness Benefit

Accidental Death, Dismemberment and Loss of Sight Benefit

Premium Provisions

Termination Provisions

General Provisions

The City of Oklahoma City and The Oklahoma City Municipal Facilities Authority
Schedule of Benefits

Class	Description
I	All full-time, active employees
II	All retirees

Basic Life Benefit Amounts

Class I	\$10,000* The combined amount of Basic, Supplemental, and Voluntary Life insurance cannot exceed \$500,000.
Class II	\$10,000

Supplemental Life Benefit Amounts

Class I	Employees enrolled in Basic Life may elect to purchase an additional \$5,500 of coverage.
Class II	No benefit

Accidental Death and Dismemberment Principal Sum

Class I	\$1,000
Class II	No benefit

Benefit Reduction

Life and AD&D benefits reduce to 65% upon the employee's attainments of age 65 and further reduce to 40% of the original amount upon the employee's attainment of age 70, and further reduce to 25% of the original amount upon the employee's attainment of age 75 . Basic Life coverage transfers to the Retiree class at retirement. All other coverages terminate at retirement.

DEFINITIONS

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

Actively at Work or **Active Work** means that an Employee is:

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

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. The Application is attached to and forms a part of this Policy, and shall include any subsequent amendments to the Application.

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

Employee means an Actively at Work full-time employee whose principal employment is with the Employer, at the Employer's usual place of business or such place(s) that the Employer's normal course of business may require, who is Actively at Work for the minimum hours per week as stated in the Application and is reported on the Employer's records for Social Security and withholding tax purposes.

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

Insured means an Employee covered under this Policy.

Male Pronoun whenever used includes the female.

Medical Provider means a medical practitioner licensed to treat illness and acting within the scope of that license. Medical Provider shall include the following practitioners:

- Medical Doctor, M.D.
- Osteopath, D.O.
- Doctor of Dentistry, D.D.S., D.M.D.
- Chiropractor
- Podiatrist, D.P.M.
- Optometrist
- Clinical Psychologist, Ph.D.

Noncontributory 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 named on the face of this Policy.

Proof under the Accelerated Death Benefit means evidence satisfactory to Us that an Insured is Terminally Ill. We reserve the right to determine, at our sole discretion, if Proof is acceptable.

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

Terminally Ill under the Accelerated Death Benefit means an Insured has a life expectancy of 12 months or less, due to a medical condition.

Total Disability or **Totally Disabled** under the Waiver of Premium provision means an Insured is completely unable to engage in any occupation for wage or profit because of Sickness or Injury.

ELIGIBILITY AND EFFECTIVE DATE PROVISIONS
--

ELIGIBILITY

All Employees who belong to an eligible class and work the minimum number of hours as set forth in the Application are eligible for group insurance. An Employee must be **Actively at Work** for his insurance coverage to become effective.

EMPLOYEE EFFECTIVE DATE OF COVERAGE

(Noncontributory Benefits)

An Employee who is Actively at Work will become insured for Noncontributory benefits under this Policy on the day following completion of the Employee waiting period, if any, set forth in the Application.

If an Employee waives all or a portion of his Noncontributory coverage and chooses to enroll at a later date, the Employee is 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 is satisfactory and We provide written notice of approval.

EMPLOYEE EFFECTIVE DATE OF COVERAGE

(Contributory Benefits)

An Employee may apply for Contributory insurance coverage at any time. His coverage will become effective as follows, provided he is Actively at Work on that date:

1. If the enrollment form is signed on or before the end of the waiting period, if any, as stated in the Application, the coverage will become effective on the day following completion of the waiting period.
2. If the enrollment form is signed after the end of the waiting period, but within 31 days after that day, the coverage will become effective the date the Employee signs the enrollment form.
3. If the enrollment form is signed following this 31-day period, the Employee is 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 is satisfactory and We provide written notice of approval.

DEFERRED EFFECTIVE DATE

An Employee must be Actively at Work on the date his initial coverage or any increases in coverage are scheduled to begin. If:

1. he is absent from Active Work on the date such coverage would otherwise become effective; and
2. 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 Work. An Employee will be considered Actively at Work 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.

EFFECTIVE DATE IF WE REQUIRE EVIDENCE OF INSURABILITY

If an Employee is required to submit evidence of insurability satisfactory to Dearborn National Life Insurance Company, 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 written notice of approval.

EFFECTIVE DATE OF CHANGES IN AMOUNT OF BENEFIT

Any change in the amount of an Insured's benefits caused by a change in class, change in salary, age reduction or amendment to the Policy will become effective on the effective date of the change. If the change results in an increase in the amount of insurance, the Insured must be Actively at Work on that date. If the Insured is not Actively at Work, the increase will take effect on the day he is again Actively at Work.

ELIGIBILITY AFTER TERMINATION OF EMPLOYMENT

If an Employee's coverage ends due to termination of employment he must meet all the requirements of a new Employee if he is rehired at a later date.

GROUP TERM LIFE INSURANCE BENEFIT

BENEFIT

We will pay an Insured's beneficiary the amount of life insurance in force as of the date of the Insured's death provided:

1. he is insured under this 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 attached Application.

BENEFICIARY

Each Insured's 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 the Insured had specified otherwise. The Policyholder may not be named as beneficiary.

Unless otherwise provided by an Insured, if a beneficiary dies before the Insured, We will divide that beneficiary's share equally between any remaining named beneficiaries.

If no named beneficiary survives the Insured or if no beneficiary is designated by the Insured, We will pay the amount of insurance to the estate of the Insured.

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.

If any benefits under this provision are to be paid to the estate of an Insured, We may pay an amount not greater than \$5,000 to any person We consider to be equitably entitled by reason of having incurred funeral or other expenses incident to the Insured's death. Any and all payments made by Us shall fully discharge Us in the amount of such payment.

CHANGE OF BENEFICIARY

An Insured may change his beneficiary at any time by completing a change request form, or a form accepted by Us, and sending it to the Policyholder. The Insured's 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 the Insured signed the change request form or the date he specifically requested. If the Insured dies 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.

CONVERSION OF LIFE INSURANCE

Conversion if Eligibility Terminates:

An Insured may convert to an individual policy of life insurance if his life insurance, or a portion of it, ceases because:

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

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

Conversion if Policy is Terminated or Amended:

An Insured may also convert to an individual policy of life insurance if his life insurance ceases because:

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

he must have been insured under the Policy 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 Insured 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 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 disability benefits, 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 attained age on his nearest 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 the Insured 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 beneficiary 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 within 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 this 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 an Insured at least 15 days prior to the date insurance under the Policy would cease, the Insured 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 the Insured notice, but in no event shall it extend beyond 60 days immediately after the expiration of the 31-day period explained above.

WAIVER OF PREMIUM

We will continue an Insured's life insurance benefit under this Policy without the further payment of life insurance premium if he becomes Totally Disabled, provided:

1. he is insured under this Policy and is Actively at Work on or after the effective date of the Policy; and
2. he is under the age of 60; and
3. he provides Us with satisfactory written proof of Total Disability within 12 months after the date he became Totally Disabled; and
4. his Total Disability has continued without interruption for at least 6 months; and
5. he is still Totally Disabled when he submits 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 the Insured:

1. remains Totally Disabled; and
2. provides satisfactory written proof of continuing Total Disability upon request.

The Insured is responsible for obtaining initial and continuing proof of Total Disability.

The Insured will be covered for the amount of life insurance in force as of the date Total Disability commenced. The amount of life insurance continued in force will be subject to any reduction in benefits as a result of age or amendment to the Policy. This life insurance coverage will continue without the payment of premium until the Insured is no longer Totally Disabled or reaches age 65, whichever occurs first.

We may have the Insured 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 the Insured refuses to be examined as and when required.

We will pay the amount of life insurance in force to the beneficiary if an Insured dies before furnishing satisfactory proof of his Total Disability, provided:

1. the Insured dies within one year from the date he became Totally Disabled; and
2. We receive proof that the Insured was continuously Totally Disabled until the date of death; and
3. We receive proof of death not more than two (2) years after the death of the Insured.

If continuation of life insurance under the Waiver of Premium provision ceases, and the Insured is employed by the Policyholder, his 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 the Insured is no longer employed by the Policyholder, he may apply for an individual life insurance policy in accordance with the Conversion of Life Insurance provision of this Policy.

ACCELERATED DEATH - TERMINAL ILLNESS BENEFIT

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

ELIGIBILITY

This benefit only applies to Insureds with life insurance benefit amounts of \$10,000 or more.

Coverage under the Accelerated Death - Terminal Illness Benefit is subject to the Deferred Effective Date provision. An Insured must be Actively at Work on the date his coverage under this benefit becomes effective. If he is not Actively at Work, the effective date of this coverage will be deferred until the first day he returns to Active Work.

BENEFIT

The benefit is 50% of the Insured's group term life insurance amount in force on the date that We receive Proof that he is Terminally Ill. This sum is limited to a maximum of \$150,000 and a minimum of \$5,000 and is payable only once to any one Insured.

If the Insured's group term life insurance will reduce, due to age, within 12 months after the date We receive Proof, the benefit will be 50% of the reduced group term life insurance benefit.

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

BENEFIT PAYMENT

We will pay the benefit during the lifetime of an Insured who is Terminally Ill if he or his legal representative elects the Benefit and provides satisfactory Proof. The benefit will be paid in one sum to the Insured.

EXCEPTIONS

The benefit will not be payable:

1. for any amount of group term life insurance which is less than \$10,000; or
2. if the Insured becomes Terminally Ill as a result of:
 - a. attempted suicide, while sane or insane; or
 - b. self-inflicted injury; or
3. if the Insured's group term life insurance benefit has been assigned; or
4. if the Insured's 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.

NOTICE AND PROOF OF CLAIM

The Insured must elect the benefit in writing on a form that is acceptable to Us. The Insured must furnish Proof that he is Terminally Ill, including certification by a Medical Provider.

EFFECT ON INSURANCE

The benefit is in lieu of the group term life insurance benefit that would have been paid upon the Insured's death.

When the benefit is paid:

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

<p>ACCIDENTAL DEATH, DISMEMBERMENT, AND LOSS OF SIGHT BENEFIT</p>
--

BENEFIT

We will pay up to the Principal Sum set forth in the Application if an Insured loses his life or a member of his body as a result of an Accident, while insured under this Policy. The amount payable is shown in the table below. The loss must occur within 365 days of the Accident; and the loss must be the direct and sole result of the Accident and independent of all other causes.

Table of Losses:

Principal Sum for Loss of:	One-half of the Principal Sum for Loss of:
Life	Sight of One Eye
Both Hands	One Hand
Both Feet	One Foot
One Hand and One Foot	
Sight of Both Eyes	
One Hand and the Sight of One Eye	
One Foot and the Sight of One Eye	

With respect to hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint, as applicable. With respect to sight, Loss means entire and irrecoverable loss of sight.

The total amount of benefits payable for all losses to any one person resulting from any one Accident will not be greater than the Principal Sum set forth in the Application.

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 the Insured.

SEAT BELT BENEFIT

We will pay an additional benefit of the lesser of the Insured's Principal Sum or \$25,000. We will pay this benefit if the Insured suffers loss of life as the result of a covered accident which occurs while he is 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; and

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.

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

Automobile means a validly registered four-wheel passenger car (including Policyholder-owned cars), station wagons, jeeps, pick-up trucks, and van-type vehicles.

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

LIMITATIONS

We will not pay any benefits for a loss caused by or connected with:

1. suicide or attempted suicide;
2. intentionally self-inflicted injury, including but not limited to Russian roulette;
3. bodily or mental disease or treatment of these;
4. the Insured's participation in, or as a result of his having participated in the commission of an assault or felony;
5. bacterial infection except pyogenic infection which occurs through or with an Accidental cut or wound;
6. war or any act of war, whether declared or undeclared;
7. 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;
8. the Insured's being under the influence of any drug, (except those prescribed by a physician and used in the manner prescribed), including narcotics, hallucinogens and gas or fumes, which are taken or inhaled voluntarily;
9. voluntary poisoning; or
10. the Insured's being Intoxicated. A concentration of 0.10% or more by weight of alcohol in the blood is conclusive proof that the Insured is Intoxicated.

NOTICE OF CLAIM

If an Insured incurs a loss that may result in a claim for benefits under this Policy, written notice must be given to Us at Our administrative office. This must be done within 20 days after the covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice must contain enough information to identify the claimant.

CLAIM FORMS

When We receive written notice of a claim, We will send the claimant forms with which to file proof of loss. If these forms are not given to the claimant within 15 days, he will be excused from filing the forms provided he sends Us written proof of loss detailing the occurrence, the character and extent of the loss for which claim is made.

PROOF OF LOSS

We must receive written proof of loss within 90 days after the date of the loss for which claim was made. If it can be shown that it was not reasonably possible to furnish such proof and that such proof was furnished as soon as reasonably possible, failure to furnish proof of loss within 90 days will not invalidate or reduce any claim.

However, except in the absence of legal capacity, proof of loss must be furnished no later than one (1) year from the date such proof is required.

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).

LEGAL ACTION

No action at law or in equity may begin prior to 60 days after We receive valid written proof of loss. No such action may begin after 3 years from the day written proof of loss was required.

PREMIUM PROVISIONS

We will charge the rates set forth on the face page of this Policy until the first anniversary of this Policy. However, these rates may be changed on any premium due date if Policy provisions or benefits are changed.

Following the first Policy Anniversary, We may change the rates on any premium due date, but not more than once in any 12-month period. We will notify the Policyholder in writing at least 180 days prior to a change in rates.

If the Policyholder is an association, the term Policy under this provision shall mean coverage provided to a Participating Employer under the terms of this Policy.

PAYMENT OF PREMIUMS

The first premium is due on the Policy effective date. Subsequent premiums are due on the premium due dates set forth in the Application.

Premium charges for new Insureds, for increases in insurance amounts, or for the addition of Dependent or any Supplemental coverage will begin on the premium due date which coincides with or next follows the date of the add or the change. Premium charges for terminated Employees, decreases in insurance amounts, or termination of Dependent or Supplemental 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 neither commence any insurance after the date it would otherwise begin nor extend any insurance coverage beyond the date it would otherwise terminate pursuant to the applicable eligibility or termination provisions of this Policy.

GRACE PERIOD

We will allow a grace period of 31 days for the payment of any premiums due except the first. Insurance coverage shall continue in force during the grace period unless the Policyholder has given Us advance written notice of cancellation in accordance with the terms of this Policy. If premium is not received by the end of the grace period, this Policy will terminate as of the last date for which premium was paid.

The Policyholder is liable for premium due on coverage provided during the grace period.

If We receive written notice during the grace period that the Policy is to be canceled, We will cancel it as of the later of:

1. the date requested in the cancellation notice; or
2. the date We receive such notice. The Policyholder must pay a pro rata premium for any coverage provided during the grace period.

NONPARTICIPATING

This Policy does not share in the earnings of the company.

TERMINATION PROVISIONS

TERMINATION OF EMPLOYEE COVERAGE

Insurance coverage will end for an Insured on the earliest of:

1. the date the Insured is no longer a member of a covered class; or
2. the date the Policy is canceled; or
3. the effective date of an amendment to this Policy which terminates insurance for the class to which the Insured belongs; or
4. the date the Insured stops making any required contribution toward payment of premiums; or
5. the date the Insured is no longer Actively at Work; however,

if the Insured is no longer Actively at Work as a result of a disability, layoff, or leave of absence he may continue to be eligible for group insurance coverage as follows:

Disability	Until the end of the twelfth month following the month in which the disability began, provided all premiums are paid when due.
Layoff	Until the end of the month during which the layoff began, provided all premiums are paid when due.
Leave of Absence	Until the end of the month following the month in which the leave of absence began, provided all premiums are paid when due; or governed by the Employer's Human Resource policy on family and medical leaves of absence, for up to 12 weeks during a leave of absence elected under the federal Family and Medical Leave Act of 1993, provided the leave of absence was approved in advance and in writing by the Employer and all premiums are paid when due.

TERMINATION OF POLICY

Termination of this Policy under any conditions will not prejudice any claim which is incurred while this Policy is in force.

If the Policyholder fails to pay any premium within the grace period, this Policy will terminate as of the last date for which premium was paid. Either We or the Policyholder may terminate this Policy by advance written notice delivered at least 31 days prior to the termination date; but this Policy will not terminate during any period for which premium has been paid. The Policyholder will be liable to Us for all premiums due and unpaid for the full period for which this Policy is in force.

We may not renew coverage if:

1. the number of Employees insured is less than ten (10); or
2. less than 100% of the Employees eligible for any noncontributory insurance are insured for it; or
3. less than 75% of the Employees eligible for any contributory insurance are insured for it; or
4. the Policyholder fails:
 - a. to furnish promptly any information which We may reasonably require; or

b. to perform any other obligations pertaining to this Policy.

Termination may take effect on an earlier date when both the Policyholder and We agree.

If the Policyholder is an association, the term Policy under this provision shall mean coverage provided to a Participating Employer under the terms of this Policy.

GENERAL PROVISIONS (OK)

ENTIRE CONTRACT

This Policy, the attached Application, 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.

POLICY AMENDMENTS

This Policy may be changed at any time by a written agreement between the Policyholder and Us. Any Policy amendment is subject to the law of the state in which it is delivered. Only Our executive officers are authorized to amend this Policy. We are not bound by any agreement or promise made by someone other than Our executive officers.

INDIVIDUAL CERTIFICATES

We will give the Policyholder a certificate to deliver to each Insured. It explains the insurance coverage provided under the Policy, to whom benefits are payable, and the rights and conditions set forth in the conversion provision. The Policyholder shall give a certificate to each Insured.

A certificate amendment will be sent to the Policyholder for delivery to each Insured if this Policy is amended.

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 for two (2) years during his lifetime.

MISSTATEMENT OF AGE

If an Insured has misstated his 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.

POLICYHOLDER RECORDS

The Policyholder must keep records which detail each Employee's eligibility for benefits under this Policy. We may examine this information at any time.

If an eligible Employee has informed the Policyholder of his intention to enroll for group insurance and has paid any premiums, his insurance will not be made invalid solely due to a clerical error made by the Policyholder. However, if We are not notified about the termination of any Employee, We will not be required to continue insurance beyond the termination date set forth in the Policy.

TRUSTEE POLICYHOLDER

If the Trustee(s) of a trust fund or an association is (are) the Policyholder, We will rely on the signature of the Trustee(s) or representatives named to act on behalf of the trust or association. The trust agreement shall not operate to waive or alter this Policy.

CONFORMITY WITH STATE LAW

If any part of this Policy does not conform to a state statute in the state in which an Insured resides, it is amended to conform with the minimum requirements of the statutes of the state in which the Insured resides.

ASSIGNMENT

The life insurance benefits provided under this Policy are assignable by an Insured. In addition, the Insured may assign to anyone other than the Policyholder any incident of ownership he may possess. We are not responsible for the validity or legal effect of any assignment. Collateral assignments, by whatever name called, are not permitted.

**DEARBORN NATIONAL LIFE INSURANCE COMPANY
(herein called We, Us, Our)**

AMENDATORY RIDER (OK)

This Rider is made part of the Policy or Certificate to which it is attached. This Rider amends the Section entitled "Accidental Death, Dismemberment and Loss of Sight Benefit" and is subject to all the provisions of the Policy not in conflict with the provisions of this Rider.

The "Accidental Death, Dismemberment and Loss of Sight Benefit" Section of the Policy and Certificate is deleted in its entirety and replaced with the following:

ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT (AD&D)

If, while insured under this Policy, an Insured suffers an Injury in an Accident, We will pay for those Losses set forth in the subsection entitled "Table of Losses" below. The amount paid will be as stated in the Table of Losses but not more than the Principal Sum set forth in the Application. The Loss must:

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

TABLE OF LOSSES

Principal Sum for Loss of:	One-half of the Principal Sum for Loss of:	One-Quarter the Principal Sum for Loss of:
Life	Sight of One Eye	Thumb and Index Finger of Same Hand
Both Hands	One Hand	
Both Feet	One Foot	
One Hand and One Foot	Speech or Hearing	
Speech and Hearing		
Sight of Both Eyes		
One Hand and the Sight of One Eye		
One Foot and the Sight of One Eye		

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

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 Principal Sum set forth in the Application.

Except as provided in a particular benefit, 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 the Insured.

SEAT BELT BENEFIT

We will pay an additional benefit, the Seat Belt Benefit, of the lesser of the Insured's Principal Sum or \$25,000 if the Principal Sum under the AD&D Benefit is payable for Loss of the Insured's life as the result of an Accident which occurs while the Insured is 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; and
4. the Insured was 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, 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 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.

AIR BAG BENEFIT

We will pay an additional benefit, the Air Bag Benefit, equal to 5% of the Principal Sum of the AD&D Benefit if the Principal Sum under the AD&D Benefit is payable for Loss of the Insured's life as the result of an Accident which occurs while the Insured is driving or riding in an automobile provided that:

1. the Insured was positioned in a seat that was equipped with a factory-installed Air Bag;
2. the Insured was 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.

The maximum Air Bag Benefit payable is \$5,000.00. If it is unclear whether the Insured was 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. An Air Bag is not considered a Seat Belt.

REPATRIATION BENEFIT

We will pay an additional benefit, the Repatriation Benefit, of up to \$5,000 of the Principal Sum of the AD&D Benefit for the preparation and transportation of an Insured's body to a mortuary if:

1. the Principal Sum under the AD&D Benefit is payable for Loss of the Insured's life; and
2. the Insured's death occurs at least 75 miles away from the Insured's principal residence.

EDUCATION BENEFIT

We will pay an additional benefit, the Education Benefit, to the Insured Employee's Dependent Student if the Principal Sum under the AD&D Benefit is payable for Loss of the Insured Employee's life.

Definitions which apply to the Education Benefit:

Student means a Dependent Child who, on the date of the Insured Employee's 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 the Insured Employee's 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.

Eligible Dependent Child means any unmarried child of the Insured (whether natural, step, foster or adopted) who is:

1. from live birth to 23 years of age and dependent on the Insured for support and maintenance; and
2. not in active military service.

Coverage for child(ren) in the process of being adopted begins immediately from the date of placement in the Insured's home. If placement is disrupted and the child is not legally adopted, coverage will end.

Eligibility will continue to age 23 for Dependent Children who are enrolled as a full-time students in an education institution and are dependent on the Insured employee for support and maintenance. Eligibility will continue past the age limit for Dependent Children who are primarily dependent upon the Insured 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. Note: No eligible person may be covered more than once under this Policy. If a person is covered as an Employee, he cannot be covered as a Spouse or Dependent Child of another Employee.

Amount of Benefit: The maximum Dependent Education Benefit for each dependent Student shall equal the lesser of the Insured Employee's Principal Sum or \$12,000.

Payment of Benefit: We will pay the Dependent Education Benefit in four equal annual installments. We will only pay one Dependent 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.

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 the Insured Employee's 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 the Insured Employee has died as a result of an accident for which the Accidental Death & Dismemberment benefit is payable and that, within 12 months after the Insured Employee's death, the Insured Employee's Eligible Dependent Child is a full-time student in an elementary or high school.

LIMITATIONS

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 cut or wound; or
3. suicide or attempted suicide, while sane or insane; or
4. any intentionally self-inflicted Accident; or
5. war, declared or undeclared, whether or not the Insured is 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. being under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, 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 the Insured's 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. 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.

NOTICE OF CLAIM

If an Insured incurs a loss that may result in a claim for benefits under this Policy, written notice must be given to Us at Our administrative office. This must be done within 20 days after the covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice must contain enough information to identify the claimant.

CLAIM FORMS

When We receive written notice of a claim, We will send the claimant forms with which to file proof of loss. If these forms are not given to the claimant within 15 days, he will be excused from filing the forms provided he sends Us written proof of loss detailing the occurrence, the character and extent of the loss for which claim is made.

PROOF OF LOSS

We must receive written proof of loss within 90 days after the date of the loss for which claim was made. If it can be shown that it was not reasonably possible to furnish such proof and that such proof was furnished as soon as reasonably possible, failure to furnish proof of loss within 90 days will not invalidate or reduce any claim. However, except in the absence of legal capacity, proof of loss must be furnished no later than one (1) year from the date such proof is required.

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 learning at the time of the Insured's 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 learning if the dependent Student is in the 12th grade at the time of the Insured's death. After the first year in a school of higher learning, due proof must be submitted in accordance with paragraph (1) in this Notice of Claim Section.

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).

LEGAL ACTION

No action at law or in equity may begin prior to 60 days after We receive valid written proof of loss. No such action may begin after 3 years from the day written proof of loss was required.



President

RATE ADDENDUM

Coverage	Initial Monthly Rate
Active Employee Basic Life (per \$1,000)	\$0.168
Retiree Life (per \$1,000)	\$1.220
Supplemental Optional Employee Life (per \$1,000)	\$0.242
Active Employee Accidental Death & Dismemberment (per (\$1,000)	\$0.032

**NOTICE CONCERNING COVERAGE
LIMITATIONS AND EXCLUSIONS UNDER THE
OKLAHOMA LIFE AND DISABILITY INSURANCE
GUARANTY ASSOCIATION ACT**

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

The Oklahoma 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 Oklahoma. You should not rely on coverage by the Oklahoma Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

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.

**The Oklahoma Life and Health Insurance Guaranty Association
201 Robert S. Kerr, Suite 600
Oklahoma City, Oklahoma 73102**

**Oklahoma Department of Insurance
P.O. Box 53408
Oklahoma City, Oklahoma 73152-3408**

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

COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state 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. 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 the Guaranty 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 the state);

the insurer was not authorized to do business in this state;

their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy holder is subject to future assessments, or by an insurance exchange.

The Association also does **NOT** provide coverage for:

any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as 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-contract holder;

employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them); and

unallocated annuity contracts (which give rights to group contractholders, not individuals).

LIMITS ON AMOUNT OF COVERAGE

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



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 Dearborn National[®] Life Insurance Company (Downers Grove, IL) in all states (excluding New York), the District of Columbia, the United States Virgin Islands, the British Virgin Islands, Guam and Puerto Rico.