

**DEARBORN NATIONAL® LIFE INSURANCE COMPANY**

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

Administrative Office:

1020 31<sup>st</sup> 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

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 the first premium 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

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

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.

THIS IS A LEGAL CONTRACT BETWEEN THE POLICYHOLDER AND DEARBORN NATIONAL

PLEASE READ CAREFULLY

**NON-PARTICIPATING**  
RENEWABLE GROUP INSURANCE POLICY  
Portable Voluntary Term Life Insurance

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

<b>Class</b>	<b>Description</b>
I	All full-time, active employees

**Voluntary Life Benefit Amount**

Employees may elect to purchase an amount equal to one-half (.5), one (1), two (2), or three (3) times base annual salary rounded to the next higher multiple of \$1,000 to a maximum of \$500,000\*. The combined amount of Basic, Supplemental, and Voluntary Life insurance cannot exceed \$500,000.

Voluntary Life will be guarantee issue up to the lesser of two times base annual earnings or \$500,000 for employees under age 70 who enroll within their eligibility period. Employees age 70 or older will be required to submit evidence of insurability satisfactory to Dearborn National for amounts in excess of \$25,000.

**Voluntary Accidental Death and Dismemberment Principal Sum** \$5,000

**Benefit Reductions**

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 . Benefits terminate at retirement.

**Voluntary Term Life Spouse Benefit** Choice of \$10,000, \$20,000, \$40,000, \$60,000, \$80,000 or \$100,000.

**Voluntary Term Life Child(ren) Benefit, if elected** The child benefit is based on the age of the child as follows: 1) \$100 – from live birth to 6 months; and 2) Choice of \$2,500, \$5,000, \$7,500 or \$10,000, from age 6 months to the limiting age shown in the Dependents Life Insurance provision.

Voluntary Term Spouse Life will be guarantee issue up to \$20,000 and Voluntary Term Life Child benefits will be guarantee issue up to \$10,000 for employees who enroll within their initial eligibility period. Satisfactory evidence of insurability is required on all amounts of dependent life insurance for employees who enroll after their initial eligibility period.

## DEFINITIONS

**This section tells You the meaning of special words and phrases used in this Policy. In addition, special words and phrases used only in specific sections of this Policy are defined in those sections. 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.**

**Accelerated Death Benefit** means 50% of the Terminally Ill Insured's Group Term Life Insurance amount in force on the date that We receive satisfactory Proof that such Insured is a Terminally Ill Insured.

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

1. performing the normal duties of his occupation; and
2. working at least the number of hours per week shown in the Application/Change Form.

**Application/Change Form** means a Policyholder's written Application for Group Voluntary Benefits as first submitted or later amended. This form sets forth coverage(s), eligible classes, Waiting Periods, benefit amounts and other information relevant to the Voluntary Benefit program.

**Base Annual Salary** means the annual salary an Employee earns from his normal occupation with the Policyholder. It does not include earnings from overtime, bonuses or any other form of extra pay. However, if an Employee's salary is based in whole or in part on commissions, Base Annual Salary will include the amount paid in commissions during the preceding twelve-month period.

**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.

**Evidence of Insurability** means a statement or proof of an employee's medical history upon which We will determine acceptance for insurance.

**Insured** means an Employee covered under this Policy.

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

**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.

**Plan** means a Voluntary Life Plan selected by the Policyholder.

**Policyholder** means the person, firm or institution named on the face of this Policy.

**Principal Sum** means the amount of Voluntary Accidental Death & Dismemberment insurance selected by each Insured in his enrollment form.

**Proof** with respect to 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.

**Terminally Ill Insured** means an Insured who is expected to die within 12 months, due to a medical condition.

**Totally Disabled or Total Disability** means the Insured is completely unable to engage in any occupation for wage or profit because of sickness or injury.

**Waiting Period** means the number of days an Employee must be Actively at Work before he is eligible to enroll in the Voluntary Benefit program. The waiting period is set forth on the Application/Change Form.

## ELIGIBILITY AND EFFECTIVE DATE PROVISIONS

### ELIGIBILITY

Permanent, full-time Employees are eligible to enroll for Voluntary Benefits if they:

1. work at least the number of hours per week set forth on the Application/Change Form;
2. have completed the applicable Waiting Period;
3. are in a class shown on the Application/Change Form.

### OPEN ENROLLMENT

Once each year, a time period to be determined by the Policyholder will be designated as Open Enrollment. An eligible Employee may enroll in coverage under this Policy, apply for additional coverage, or request changes to his current Voluntary Benefit program only during Open Enrollment.

### ENROLLMENT AND EFFECTIVE DATES

*All* effective dates are subject to the Deferred Effective Date provision and the Eligible Employee's payment of or written consent to pay the applicable premium.

**If Evidence Of Insurability Is Required:** To enroll in Voluntary Term Life Insurance or request additional coverage amounts, an Employee must complete an Enrollment Form and agree to pay the applicable premium. This form contains health questions, and no new or increased insurance will become effective until such written request is approved by Us. Coverage will be effective at 12:01 am. on the date of approval.

**If Evidence Of Insurability Is Not Required:** Employees who were hired prior to the Policyholder's effective date may enroll for coverage during the initial Open Enrollment, and coverage will become effective on the later of the Policyholder's effective date or the date the Employee signs the enrollment form. If an Employee declines coverage during the initial enrollment, he must wait until the next Open Enrollment to enroll, and Evidence of Insurability may be required.

An Employee hired on or after the Policyholder's effective date may enroll for Voluntary coverage when he is hired, and coverage will become effective as set forth below:

1. If the enrollment form is signed on or before the end of the Waiting Period, initial 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, initial coverage will become effective on the date the Employee signs the enrollment form.
3. If there is no Waiting Period, initial coverage will become effective on the date the Employee signs the form.

If an Employee does not enroll within 31 days of his eligibility date, he must wait until the next Open Enrollment to enroll, and Evidence of Insurability may be required.

If an Employee elects additional coverage that is not subject to satisfactory Evidence of Insurability during a subsequent Open Enrollment, the coverage will become effective on the date agreed to by the Policyholder and Us.

### 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.

If a Spouse or a Dependent Child is hospital confined on the date his coverage would otherwise become effective, insurance will not become effective until the date the Spouse or Dependent Child is no longer hospital confined.

### **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.

<b>PREMIUM PROVISIONS</b>
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The monthly premium is based on the rates set forth in the Schedule of Initial Monthly Premiums. We may change the applicable premium if there is a change in the factors bearing on the risk we have assumed. 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, and not unless we change the rate for all Insureds in the same class. Unless otherwise agreed upon between the Policyholder and Us, we will provide at least 180 days written notice in advance of a change in premium rates.

### **PAYMENT OF PREMIUMS**

Premiums are payable in United States dollars on or before their due dates.

The Policyholder agrees to deduct from the pay of each insured Employee any premiums due for the insurance on the Employee and his dependents. The Policyholder agrees to remit such premiums for the entire time the Policyholder's coverage under the Policy is in effect and shall be liable to Us for any such premiums not remitted.

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

If premiums are payable on other than a monthly basis, premiums for additional, increased, reduced or terminated insurance will cause a pro rata adjustment on the next premium due date.

We will allow a grace period of 31 days for the payment of each premium after the first premium. During the grace period, this Policy will continue to be in force unless You have 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 and unpaid for the full period for which coverage under the Policy was in force.

If We receive written notice during the grace period that coverage under 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.

<b>TERMINATION PROVISIONS</b>
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### **TERMINATION OF COVERAGE**

Unless life insurance is continued under Portability, an Employee's insurance coverage will end at 12:00 midnight on the first to occur of:

1. the date the Policy is canceled; or
2. the date employment terminates or the premium due date following the date the Insured is no longer eligible for insurance; or
3. the premium due date if the Insured stops making any required contribution toward payment of premiums; or
4. the date the Insured cancels his Voluntary coverage(s); or
5. the date the Employee is no longer Actively at Work, except as set forth in the *Note* below.
6. with respect to Dependent coverage, unless life insurance is continued under Portability,
  - a. the date an insured Dependent child reaches the limiting age;
  - b. the date an insured Spouse no longer meets the Policy definitions; or
  - c. the date the Insured dies.

Dependent Voluntary AD&D coverage not otherwise terminated will end with that of the Employee.

*Note:* If an Employee is no longer Actively at Work as the result of disability, layoff, or leave of absence, he may continue to be eligible 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.

If coverage ends due to termination of employment and an Employee later returns to Active Work, he must meet all the requirements of a new Employee.

### **TERMINATION OF THE POLICY**

We will not terminate this Policy prior to the first Policy Anniversary. Termination of this Policy under any conditions will not prejudice any claim for a loss incurred while this Policy is in force.

Either We or the Policyholder may terminate this Policy by advance written notice delivered at least 31 days prior to the termination date.

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



<b>GENERAL PROVISIONS (OK)</b>
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### **STATEMENTS**

All statements made in any application are considered representations and not warranties (absolute guarantees). No representation by:

1. the Policyholder in applying for this Policy will make it void unless the representation is contained in the application; or
2. the Policyholder in applying for the Voluntary Benefit coverage will make it void unless the representation is contained in the Application/Change Form; or
3. an Employee in applying for Voluntary coverage will be used to reduce or deny a claim unless a copy of his Enrollment Form is or has been given to him or to his beneficiary or personal representative.

### **COMPLETE CONTRACT - POLICY CHANGES**

1. This Policy is the complete contract. It consists of:
  - a. all of the pages;
  - b. the application of the Policyholder;
  - c. the Application/Change Forms of the Policyholder; and
  - d. (unless prohibited by law) each Employee's Enrollment Form.
2. This Policy may be changed in whole or in part. Only an officer or a registrar of the Company can approve a change. The approval must be in writing and endorsed on or attached to this Policy.
3. No other person, including an agent, may change this Policy or waive any part of it.

### **INDIVIDUAL CERTIFICATES**

We will give each Policyholder a certificate to deliver to each Insured. It explains the insurance provided under the Policy, to whom benefits are payable, and the rights and obligations of the Insureds and Dearborn National.

### **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 the 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.

### **RECORDS**

The Policyholder will furnish at regular intervals to Us:

1. information relative to Employees:
  - a. who qualify to become insured;
  - b. whose amounts of insurance change; and/or
  - c. whose insurance terminates.

2. any other information about coverage under this Policy that may be reasonably required. The Policyholder's records which, in our opinion, have a bearing on the insurance may be opened for inspection at any reasonable time.

Clerical error or omission will not:

1. deprive an Employee of coverage;
2. affect an Employee's amount of insurance; or
3. affect or continue an Employee's coverage which otherwise would not be in force.

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.

### **CONFORMITY WITH STATE LAW**

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

### **AGENCY**

For all purposes of this Policy, the Policyholder acts on its own behalf. Under no circumstances will the Policyholder be deemed the agent of the Company without a written authorization.

### **ASSIGNMENT**

The life insurance benefits provided under this Policy are assignable by the 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.

**The following provisions apply only to Voluntary AD&D insurance**

### **NOTICE OF CLAIM**

Written notice of a claim must be given within 20 days after the date of loss, or as soon as reasonably possible. The notice must be given to Us at Our administrative office. It should contain enough information so that We can 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**

Written proof of loss must be given within 90 days after such loss occurs. If it is not reasonably possible to give written proof in the time required, We shall not reduce or deny the claim for this reason if the proof is filed as soon as is reasonably possible. "Proof" as used in this paragraph means proof satisfactory to Us.

### **TIME OF PAYMENT OF CLAIMS**

Payment for any loss will be made immediately upon receipt of due written proof of loss.

**PAYMENT OF CLAIMS**

Benefits for accidental loss of life will be paid in accordance with the beneficiary designation in effect at the time of payment. If none is then in effect, We will pay the estate of the Insured. Any accrued benefits unpaid at death may be paid at Our option to the beneficiary or estate. Benefits for all other losses will be paid to the Insured.

**EXAMINATION AND AUTOPSY**

We have the right to have any insured person examined as often as reasonably needed while a claim is pending. We will bear all the costs for this. We may also have an autopsy made unless forbidden by law.

**GROUP TERM LIFE INSURANCE BENEFIT (OK)**

**THE BENEFIT**

We will pay the 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.

The amount of life insurance in force on the life of an Insured is that amount approved and recorded by Us.

**SUICIDE EXCLUSION**

Insurance benefits, including Waiver of Premium, will not be available for a loss which is caused by suicide or attempted suicide, while sane or insane, within one (1) year from the effective date of an Insured's Voluntary Term Life Insurance.

This exclusion will not apply if the Insured:

- 1. was covered for voluntary life insurance under a prior carrier's policy; and
- 2. was insured under this Policy on its effective date; and
- 3. there was no lapse in coverage.

The death benefit, if payable under this provision, will be the lesser of the Insured's benefit under this policy or his benefit under the prior carrier's policy.

**INSTALLMENT PAYMENTS**

The Insured may elect to have the amount of insurance paid in installments. If the Insured had not so elected, the beneficiary may elect to have the proceeds paid in installments. The Insured or the beneficiary may choose any of the installment payment plans offered by Us.

**NAMING A 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. The Employee shall be the beneficiary of any proceeds from Spouse or dependent life insurance.

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

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

If the 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 the Insured, We may pay an amount not greater than \$1,000 to any person We deem to be entitled to such funds by reason of having incurred expenses in connection with the last illness or death of the Insured. Any and all payments made by Us shall fully discharge Us in the amount of such payment.

### **CHANGE OF BENEFICIARY**

An Insured Employee may change his beneficiary at any time by completing a change request form, or a form approved by us, and giving 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 as of the date it was signed. If the Insured Employee dies before We receive the change request form, We will not alter any payment that We have already made. Any prior payment shall fully discharge Us from further liability in that amount.

### **WAIVER OF PREMIUM**

#### **This provision is not applicable to spouse or child coverage(s).**

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

1. he is insured under this 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.

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 continued 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. We will continue this life insurance coverage 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.

We will pay the amount of life insurance in force to the beneficiary if the 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.

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, life insurance may be continued by timely election of Portability or may be converted in accordance with the Conversion of Life Insurance provision of this Policy.

## **CONVERSION OF LIFE INSURANCE**

### **Conversion if Eligibility Terminates:**

Any person covered under the Policy may convert to an individual policy of life insurance if his life insurance, or any portion of it, ceases because:

1. he is no longer employed by the Policyholder; or
2. the Employee's eligibility ceases; or
3. (with respect to Dependents) the Dependent no longer meets Policy definitions or the Employee dies.

In any of these situations, the maximum amount which can be converted shall be the amount in force on the date insurance terminated. No evidence of insurability will be required.

### **Conversion if Policy is Terminated or Amended:**

Any person covered under the Policy may convert to an individual policy of life insurance if life insurance ceases because:

1. the Policy is canceled; or
2. the Policy is amended making the covered person ineligible for life insurance.

In any of these situations, the insured person must have been insured under the Policy for at least five (5) years. The amount of insurance converted in any 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 any disability or other supplementary 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.

A beneficiary designation on the conversion application, if different from the designation under the Policy, shall constitute a change of beneficiary under the Policy.

If the Insured dies before application for an individual policy can be made, We will pay the beneficiary the greatest amount 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.

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.

**Conversion Notice:**

If the Policyholder fails to notify the Insured at least 15 days prior to the date insurance under the group Policy would cease, the Insured shall have an additional period within which he may elect conversion coverage, but nothing herein shall be construed to continue any insurance beyond the period provided in this Policy.

The additional election period shall expire 15 days immediately after the Insured is given notice by the Policyholder, but in no event shall it extend beyond 60 days immediately after the expiration date of the period provided for in this Policy.

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

<b>PORTABILITY</b>
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**THE PORTABILITY BENEFIT**

If Voluntary Term Life Insurance terminates, an Employee and/or his 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 Dearborn National. If an insured Employee or Spouse elects Portability, he may also elect to continue Dependent Child(ren)'s coverage. An Employee may not apply for Spouse or Dependent Child(ren)'s benefits at the time he applies for Portability.

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

A beneficiary designation on the Portability election form, if different from the designation on the Insured's enrollment form, shall constitute a change of beneficiary under the Policy.

The Waiver of Premium Benefit is not available for any Insured whose Total Disability begins after coverage under Portability becomes effective. The Accelerated Death Benefit is not available for an Insured who becomes Terminally Ill 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 is set forth on the Application/Change Form and 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, an Employee 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 Term Life Insurance must have terminated; and
3. he must submit an application for Portability and the first premium within 31 days after the date his Voluntary Term Life Insurance terminated; and
4. he 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 an Insured elects the Portability benefit, any amounts of Voluntary Term Life Insurance which are not ported may be converted in accordance with the terms of the Conversion of Life Insurance provision.

To be eligible for Portability, a 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 Term Life 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. the 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 a Spouse elects the Portability benefit, any amounts of Voluntary Term Life Insurance which are not ported may be converted in accordance with the terms of the Conversion of Life Insurance provision.

## TERMINATION OF PORTABLE COVERAGE

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

1. the date the Employee returns to work with the same Policyholder while the Policy is still in force; or
2. the date the Employee fails to pay the required premiums when due.
3. the premium due date following the date a Spouse or Dependent Child ceases to be a Spouse or Dependent Child as defined herein.

## CONVERSION

If coverage under Portability terminates according to (3) above, the covered Spouse or Dependent Child may convert to an individual policy of whole life insurance in accordance with the terms of the Conversion of Life Insurance provision. 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) above.

### ACCELERATED DEATH BENEFIT

**This provision is not applicable to spouse or child coverage(s).**

**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.**

Coverage under the Accelerated Death 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.

## THE BENEFIT

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

The Accelerated Benefit amount is limited to a maximum of \$150,000 and a minimum of \$10,000, and is payable only once to any one Insured.

### EXCEPTIONS

The Accelerated Death Benefit will not be payable:

1. if the Insured becomes a Terminally Ill Insured as a result of:
  - a. attempted suicide, while sane or insane; or
  - b. an intentionally self-inflicted injury; or
2. if the Insured's Voluntary Term Life Insurance benefit has been assigned; or
3. if the Insured's Voluntary 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 agreement. We will not be liable for payment of a benefit in violation of a divorce or legal separation agreement if such notice has not been filed with Us at Our Home Office; or
4. if the Terminally Ill Insured is required by law to use the Benefit to meet the claims of creditors, whether in bankruptcy or otherwise; or
5. if the Terminally Ill Insured is required by a government agency to use the Accelerated Death Benefit in order to apply for, receive or keep a government benefit or entitlement.

### FURTHER PROVISIONS

**Notice and Proof of Claim:** The Insured must elect the Accelerated Death Benefit in writing in a form that is acceptable to Us. The Insured must furnish Proof that he is a Terminally Ill Insured, including certification by a Physician.

**Examination:** We, at Our own expense, have the right to have a Physician designated by Us examine the Insured.

**Effect on Insurance:** The Accelerated Death Benefit reduces the Voluntary Term Life Insurance benefit that is paid upon the Insured's death. When the Accelerated Death Benefit is paid:

1. the amount of Voluntary Term Life Insurance otherwise payable upon the Insured's death, is reduced by the amount of the Accelerated Death Benefit;
2. only the amount of Voluntary Term Life Insurance remaining in force may be converted to an individual policy; and
3. the premium due for Voluntary Term Life Insurance will be calculated on the amount of life insurance remaining in force after deducting the Accelerated Death Benefit.

<b>DEPENDENT LIFE INSURANCE BENEFIT (OK)</b>
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Upon receipt of proof of death, We will pay proceeds to the Insured on the life of his Dependent Spouse and/or child while insurance is in force. Payment of proceeds on the life of a Dependent child will be in one lump sum. Proceeds on the life of a Dependent Spouse may be paid in installments.

The following benefit information is set forth on the Insured's Enrollment Form:

1. the amount of Voluntary Dependent Life Insurance which We approved for an Insured's Spouse and/or child; and
2. the effective date of Voluntary Dependent coverage.

If the Insured is not living at the time Voluntary Dependent Life Insurance benefits become payable, We will pay the proceeds to his estate.



An Employee cannot be insured as an Employee and also as a Dependent. If both the Employee and Spouse are covered as Insured Employees under the Policy, only one may enroll for life insurance coverage on Dependent child(ren).

For the purposes of this provision, an Eligible Dependent means:

1. the Insured's lawful spouse; and/or
2. any unmarried child of the Insured (whether natural, foster or adopted);
  - a. from live birth to 23 years of age and dependent on the Insured for support and maintenance; and who is
  - b. 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 students in an educational institution and are dependent upon the Insured 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.

**DEPENDENT CONVERSION PRIVILEGE**

The Conversion of Life Insurance provisions set forth in this Policy are applicable to Dependents.

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT (OK)**

**THE BENEFIT**

If an Insured suffers any one of the losses shown below as a result of Injury, We will pay the sum shown for the loss. The loss must occur within 365 days after the accident. Only the larger of the sums will be payable if more than one loss results from an accident.

For Loss of:	We will pay:
Life .....	The Principal Sum
Both Hands or Both Feet or Sight of Both Eyes .....	The Principal Sum
One Hand and One Foot .....	The Principal Sum
One Hand or Foot and Sight of One Eye .....	The Principal Sum
Speech and Hearing .....	The Principal Sum
Either Hand or Foot .....	One-Half the Principal Sum
Speech or Hearing .....	One-Half the Principal Sum
Sight of One Eye .....	One-Half the Principal Sum
Thumb and Index Finger of Same Hand .....	One-Quarter the Principal Sum

**Loss** means:

1. with respect to hands or feet, actual severance at or above the wrist or ankle joint, as applicable;
2. with respect to eyes, permanent and total loss of sight;
3. with respect to thumb and index finger, complete severance of entire digit at or above joints.

### **SEAT BELT BENEFIT**

We will pay a Seat Belt Benefit if:

1. An Insured dies as a result of an automobile accident for which an AD&D benefit is payable; and
2. The seat belt was in actual use and properly fastened at the time of the accident, as certified in the official police report; and
3. 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, 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.

**Amount of Benefit:** The amount of the Seat Belt Benefit is the lesser of:

1. \$25,000; or
2. The amount of the Principal Sum that is paid because of the Accident; or
3. \$1,000 if an official police report certifying that the Seat Belt is properly fastened cannot be submitted with the claim.

### **REPATRIATION BENEFIT**

We will pay up to \$5,000 for the preparation and transportation of an Insured's body to a mortuary if:

1. The Insured dies as a result of an accident for which an AD&D benefit is payable; and
2. The Insured's death occurs at least 75 miles away from the Insured's principal place of residence.

### **EXCLUSIONS**

We will not pay any benefits 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. suicide or attempted suicide, while sane or insane; or
3. any intentionally self-inflicted injury; or
4. war, declared or undeclared, whether or not the Insured is a member of any armed forces; or
5. commission of, participation in, or an attempt to commit an assault or felony; or
6. being 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 the Insured's licensed physician and used in the manner prescribed. Conviction is not necessary for a determination of being under the influence; or
7. intoxication as defined by the laws of the jurisdiction in which the accident occurred. Conviction is not necessary for a determination of being intoxicated; or
8. active participation in a riot. "Riot" means all forms of public violence, disorder, or disturbance of the public peace, by three or more persons assembled together, whether with or without a common intent and whether or not damage to person or property or unlawful act is the intent or the consequence of such disorder.

**DEARBORN NATIONAL<sup>®</sup> 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 and Dismemberment Benefit" and is subject to all the provisions of the Policy not in conflict with the provisions of this Rider.

The "Accidental Death and 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)**

**THE BENEFIT**

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**

<b>Principal Sum for Loss of:</b>	<b>One-half of the Principal Sum for Loss of:</b>	<b>One-Quarter the Principal Sum for Loss of:</b>
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.

**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.

#### **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.

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**AMENDATORY RIDER**

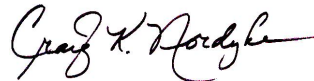
This Amendment is a part of the Policy or Certificate to which it is attached and applies only to Voluntary Term Life Insurance coverage issued under the Policy on and after April 1, 2003. This amendment is subject to all the provisions of the Policy not in conflict with the provisions of this Amendment.

Evidence of Insurability is required on amounts of life insurance elected under the Additional Purchase Option, and coverage will be subject to the Evidence of Insurability provisions of the Policy.

Item 4 shall be added to the Termination of Portable Coverage provision as follows:

4. the date the covered employee reaches age 70.

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



President

<b>SCHEDULE OF INITIAL MONTHLY PREMIUMS</b>
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<b>Coverage</b>	<b>Initial Monthly Rate</b>
Voluntary Employee Life (per \$1,000)	\$0.263
Voluntary Dependent Life – Spouse (per \$1,000)	\$0.263
Voluntary Dependent Life – Child(ren) (per \$2,500)	\$0.525
Voluntary 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 31<sup>st</sup> Street • Downers Grove, Illinois 60515-5591

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