

# Term Life and AD&D Insurance

**Employee Benefit Booklet** 

Winning Wheels, Inc. VF028774-0001 Class 1-01 This plan is an "employee welfare benefit plan," ("Plan") as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

This document serves to provide important information about the Plan. It is not the entire Plan document, but a summary of important information about the Plan. In addition to this summary plan description ("SPD"), ERISA requires that you receive a Statement of ERISA Rights, a description of Claim Procedures, and other specific information about the Plan. Your employer or Plan Administrator maintains the full Plan Document. If there is a conflict between the Plan Document and this SPD, the Plan Document controls. A copy of the Plan Document is available for review during normal working hours in the office of the Plan Administrator.

The benefits described in your Plan document are provided under a group Plan sponsored by the Employer and insured by Blue Cross and Blue Shield of Illinois.

	SUMMARY PLAN DESCRIPTION				
1.	PLAN NAME:  If different, the name by which the plan is commonly known.	Employee Welfare Plan			
2.	PLAN TYPE:	Welfare Benefit Plan providing a Group Life Insurance Policy and Certificate			
3.	PLAN SPONSOR/EMPLOYER'S NAME AND ADDRESS: Name and address of employer sponsoring the Plan or employee organization maintaining the Plan	Winning Wheels, Inc. 501 6th Avenue West Lyndon, IL 61261			
4.	EMPLOYER IDENTIFICATION NUMBER (EIN): Employer identification number assigned by the IRS to the Plan Sponsor	237136038			
5.	PLAN NUMBER: Number assigned by the Plan Sponsor. This number is used for Form 5500 reporting. Each Plan should be assigned a unique number that is not used more than once.	501			
6.	ERISA PLAN YEAR ENDS ON EACH: This is the end of the Plan Year for maintaining the Plan's fiscal records and may be different from the insurance policy year.	December 31			
7.	PLAN ADMINISTRATOR'S NAME, ADDRESS, AND TELEPHONE NUMBER:	Winning Wheels, Inc. 501 6th Avenue West Lyndon, IL 61261 815-778-3683			
8.	AGENT FOR SERVICE OF LEGAL PROCESS ON THE PLAN:	Winning Wheels, Inc. 501 6th Avenue West Lyndon, IL 61261			
9.	SOURCES OF FUNDING AND CONTRIBUTIONS: Contributions are, for example, employer, employee organization or employee contributions and the method by which the amount of the contributions is calculated. Funding is the medium by which the Plan is funded. For example, the identity of the insurance company or trust fund through which the Plan is funded or benefits are provided.	The Plan is funded as an insured plan under policy number VF028774 issued by Blue Cross and Blue Shield of Illinois. Contributions to the Plan are made as stated on the Schedule of Benefits in the Group Insurance Certificate. The employer determines the method of funding and contributions, if any, to be made by the participants.			

10.	TYPE OF ADMINISTRATION:	This plan is administrated by insurer administration.
11.	CLAIM ADMINISTRATION:	The Claim Administrator is not the "plan administrator" of your Plan, as defined in Section 3(16)(A) of ERISA. The Plan Administrator has selected Blue Cross and Blue Shield of Illinois as the claims administrator of your Plan and has delegated to Blue Cross and Blue Shield of Illinois the authority and discretion to administer the terms of the applicable group policy provisions such as making initial claim determinations concerning the availability of benefits, and the final review and benefit determinations for appealed claims.
12.	EACH TRUSTEE'S NAME, TITLE, AND ADDRESS OF PRINCIPAL PLACE OF BUSINESS: This is only applicable if the Plan has trustees.	
13.	<b>LABOR ORGANIZATION:</b> This is applicable if the Plan is subject to a CBA.	
14.	PLAN AMENDMENT AND TERMINATION PROCEDURE:	The Employer reserves full authority, at its sole discretion, to terminate, suspend, withdraw, reduce, amend or modify the Plan (including any related documents and underlying policies), in whole or in part, at any time, without prior notice. Any amendment, modification, or termination must be in writing and endorsed on or attached to the Plan. The Employer also reserves the right to adjust your share of the cost to continue coverage by the same procedures. Rights with respect to termination of insurance benefits are stated in the Policy and Certificate. The employer can request a Policy change, including a change to benefits, rights and obligations under the Policy but only an officer of Blue Cross and Blue Shield of Illinois can approve a change to the Policy. The change must be in writing and endorsed on or attached to the Policy
15.	ELIGIBILITY FOR PARTICIPATION AND BENEFITS:	These requirements are found in the Policy and Certificate incorporated herein by reference.
16.	CIRCUMSTANCES CONCERNING INELIGIBILITY, DISQUALIFICATION, OR DENIAL OR LOSS OF BENEFITS:	These requirements are found in the Policy and Certificate incorporated herein by reference.
17.	<b>CLAIMS PROCEDURES:</b> The procedures which govern claims for benefits and requests for review of denied claims.	The Plan's claims procedures are furnished automatically, without charge, as a separate document. Refer to the ERISA Information Statement incorporated herein by reference.

# **Dearborn Life Insurance Company**

Administrative Office: 701 E. 22nd Street Lombard IL 60148

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

Principal Office: 300 E. Randolph Street Chicago IL 60601

Mikael St. Watwes.

President

# Having issued Group Policy No. VF028774-0001

(herein called the *Policy*)

to

Winning Wheels, Inc.

(herein called the Policyholder)

# **Group Insurance Certificate**

CERTIFIES that *You* are insured, provided that *You* qualify under the ELIGIBILITY AND EFFECTIVE DATES provision, become insured and remain insured in accordance with the terms of the *Policy*. *Your* insurance is subject to all the definitions, limitations and conditions of the *Policy*, and it takes effect as stated in the ELIGIBILITY AND EFFECTIVE DATES provision.

This Certificate describes *Your* eligibility for benefits and the terms and provisions of the *Policy*. It replaces and cancels any other Certificate previously issued to *You* under the *Policy*.

If the terms and provisions of the Group Insurance Certificate (issued to *You*) are different from the *Policy* (issued to the *Policyholder*), the *Policy* will govern. *Your* coverage may be canceled or changed in whole or in part under the terms and provisions of the *Policy*.

# READ YOUR CERTIFICATE CAREFULLY

Signed for Dearborn Life Insurance Company

Yal Korly

Secretary

Basic Group Term Life Insurance Certificate with Accidental Death & Dismemberment Benefits

Non-Participating

# **TABLE OF CONTENTS**

Schedule of Benefits	3
Eligibility and Effective Dates	5
Group Term Life Insurance Benefit	7
Conversion of Life Insurance	7
Waiver of Premium	8
Accelerated Death Benefit	. 11
Accidental Death, Dismemberment and Loss of Sight Benefit	. 13
Termination Provisions	. 17
General Provisions	. 19
Definitions	. 21

# SCHEDULE OF BENEFITS

**POLICYHOLDER:** Winning Wheels, Inc.

**POLICY NUMBER:** VF028774-0001 **EFFECTIVE DATE:** January 1, 2024

**ELIGIBILITY: Class 01** All Active Full Time Employees of the Policyholder working in the United States

of America who are Actively at Work for the Policyholder and who have completed the Waiting Period are eligible for the insurance. A full-time *Employee* is one who regularly works a minimum of 30 hours per week for the *Policyholder*. Part-time,

seasonal and temporary Employees of the Policyholder are not eligible.

Eligibility Waiting Period: Current Employees: None

New *Employees:* First of the month following 0 Days of

continuous, full-time active work

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

00001-SOB

GROUP TERM LIFE INSURANCE

Employee Basic Life Benefit Amount \$50,000

**Reduction of Benefits**Basic Group Term Life benefits reduce by 35% of the original amount

at age 65 and further reduce to 40% of the original amount at age 70, 15% of the original amount at age 80. Benefits terminate at retirement.

**Waiver of Premium** 

Waiver Eligibility Totally Disabled prior to age 60 without interruption from the last date

worked for at least 9 months

Insured Eligibility Employee

Maximum Waiver of Premium Duration Age 65

**Accelerated Death Benefit (ADB)** 

Benefit Amount 75% Basic Term Life Insurance In force

Insured Eligibility Employee

Minimum Covered Life Insurance

Amount \$15,000 Maximum ADB Payment \$250,000

Minimum ADB Payment \$7,500

00002-SOB

GROUP ACCIDENTAL DEATH & DISMEMBERMENT

Employee Basic AD&D Coverage Amount \$50,000

**Reduction of Benefits**Basic Accidental Death and Dismemberment benefits reduce by 35% of

the original amount at age 65 and further reduce to 40% of the original amount at age 70, 15% of the original amount at age 80. Benefits

terminate at retirement.

Seat Belt Benefit 10% of *Employee* Coverage Amount, to a maximum of \$25,000 Air Bag Benefit 5% of *Employee* Coverage Amount to a maximum of \$5,000

**Repatriation Benefit** Actual costs to a maximum of \$5,000

# **Education Benefit**

Benefit Amount 3% of *Employee* Coverage Amount, to a maximum of \$3,000 per year

Maximum Benefit Duration Benefit payable for a maximum of 4 Years

Eligible Dependents Age live birth to age 19 years (23 if a full-time student)

# ELIGIBILITY AND EFFECTIVE DATE PROVISIONS

# Who is eligible for this insurance?

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

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

#### When does Your Noncontributory insurance become effective?

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

#### Current Employees

If *You* are an eligible *Employee* on the *Policy* effective date, *Your Noncontributory* coverage under the *Policy* will become effective on the date indicated in the *Schedule of Benefits*, provided *You* are *Actively at Work* on that day.

#### New Employees

If *You* become an eligible *Employee* after the *Policy* effective date, *Your Noncontributory* coverage under the *Policy* will become effective on the date indicated in the *Schedule of Benefits*, provided *You* are *Actively at Work* on that day.

If *You* waive all or a portion of *Your Noncontributory* coverage and choose to enroll at a later date, *You* are considered a late applicant and must furnish *Evidence of Insurability* satisfactory to *Us* before coverage can become effective. Coverage will become effective on the date *We* determine that the *Evidence of Insurability* is satisfactory and *We* provide written notice of approval.

You must be Actively at Work for coverage under the Policy to become effective. 00003

#### When is Evidence of Insurability required?

Evidence of Insurability is required if:

- 1. You are a late applicant, which means You enroll for insurance more than 31 days after Your eligibility date or You were eligible to enroll under the Prior Policy and did not enroll before the expiration of the time allowed to enroll; or
- 2. You voluntarily canceled Your insurance and choose to reapply; or
- 3. Your coverage amount exceeds the Guarantee Issue Benefit Limit as set forth in the Schedule of Benefits; or

Receipt of premium before We have approved Evidence of Insurability will not constitute acceptance and does not guarantee issuance of any benefit amount prior to Our approval.

**Evidence of Insurability** means a statement of *Your* medical history which *We* will use to determine if *You* are approved for coverage. *Evidence of Insurability* will be provided at *Your* expense.

#### If You are not Actively at Work, when does coverage become effective?

If *You* are absent from *Active Work* on the date *Your* coverage would otherwise become effective; and *Your* absence is caused by an *Injury*, illness or layoff, *Your* effective date for any initial coverage or increased coverage will be deferred until the first day *You* return to *Active Work*.

However, *You* will be considered *Actively at Work* on any day that is not *Your* regularly scheduled work day (including but not limited to a weekend, vacation or holiday) if *You* were *Actively at Work* on the immediately preceding scheduled work day and *You* were:

- 1. not Hospital Confined; or;
- 2. disabled due to an *Injury* or *Sickness*.

# What happens if We are replacing an existing Policy? Is continuity of coverage provided?

If You were insured for coverage under the Prior Policy on the day immediately preceding Our Policy's Effective Date, and subject to the payment of premiums when due, We agree to provide continuity of coverage for You if You are not

Actively at Work on Our Policy Effective Date. If Your coverage is extended under this provision, You are not eligible for Waiver of Premium benefits under Our Policy.

Coverage under this provision will end on the earlier of:

- 1. The date *You* return to *Active Work*, at which time *You* may be covered as an *Actively at Work Insured* under *Our Policy*;
- 2. The last day of the 12th month following Our Policy Effective Date;
- 3. The last day You would have been covered under the Prior Policy had the Prior Policy not terminated;
- 4. The date You are approved for Waiver of Premium under the Prior Policy; or
- 5. The date insurance terminates for one of the reasons stated in the Termination Provisions of Our Policy.

The amount of coverage provided will be the lesser of:

- 1. The amount of coverage You had under the Prior Policy; or
- 2. The amount of coverage *You* are eligible for under *Our Policy*.

Reduced by any amount:

- 1. In-force, paid or payable under the *Prior Policy*; or
- 2. Which would have been payable if timely election had been made under the *Prior Policy*.

*Prior Policy* means the group term life insurance policy issued to the *Policyholder* whose coverage terminated immediately prior to *Our Policy* Effective Date. 00009-C

#### Changes to Your coverage

A change in *Your* coverage may occur if:

- 1. There is a *Policy* change; or
- 2. You enter another class and become eligible for a change in benefits; or

If *You* are eligible for additional coverage due to a *Policy* change, the additional coverage will be effective on the date the *Policy* change is effective, as requested by the *Policyholder* and agreed upon by *Us*.

Additional coverage for reasons other than a Policy change will be effective as indicated in the "When Does Your Non-Contributory insurance become effective?" section, or the later of:

- 1. The date You enroll for the additional coverage; or
- 2. The date You become eligible for the additional coverage, if enrollment is not required; or
- 3. The date We approve Your coverage if Evidence of Insurability is required.

In order for *Your* additional coverage to begin, *You* must be *Actively at Work*. 00010

#### Eligibility after You Terminate Employment

If Your coverage ends due to termination of employment, You must meet all the requirements of a new Employee if You are rehired at a later date.

Exception: If *Your* coverage ends due to termination of employment and *You* return to *Active Work* in an eligible class within 6 months, *We* will not:

1. apply a new Eligibility Waiting Period

If *You* converted all or part of *Your* group life insurance when employment terminated, the individual policy must be surrendered upon return to *Active Work*.

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# TERM LIFE INSURANCE BENEFIT

# When is a Life Insurance Benefit payable?

We will pay Your beneficiary the amount of life insurance in force as of the date of Your death provided:

- 1. You are insured under the Policy on the date of death, and
- 2. We receive *Proof* of death within two (2) years after the date of death.

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

#### Who will receive Your Life Insurance Benefits?

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

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

#### Facility of Payment

If no named beneficiary survives You or if You do not name a beneficiary, We will pay the amount of insurance:

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

If any benefits under this provision are to be paid to *Your* estate, *We* may pay an amount not greater than \$1,000 to any person *We* consider equitably entitled by reason of having incurred funeral or other expenses incident to *Your* death. Any and all payments made by *Us* shall fully discharge *Us* in the amount of such payment. 00014

# May You change Your beneficiary?

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

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

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

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# CONVERSION OF LIFE INSURANCE

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

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

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

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

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

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

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

*You* must have been insured under the *Policy*, or the *Policy* it replaced, for at least five (5) years. The amount of insurance converted in either of these situations will be the lesser of:

- 1. the amount of life insurance in force, less any amount for which *You* become eligible under this or any other group policy within 31 days after the date *Your* life insurance ceased; or
- 2. \$10,000.

#### How to apply for conversion

We must receive written application and the first premium for the individual life insurance policy within 31 days after life insurance under the *Policy* ceased. No *Evidence of Insurability* will be required.

The individual policy will be a policy of whole life insurance. It will not contain waiver of premium, accelerated death benefit, disability benefits, accidental death and dismemberment benefits or any other ancillary benefits.

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

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

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

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

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

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

Notice. If the *Policyholder* fails to notify *You* at least 15 days prior to the date insurance under the *Policy* would cease, *You* shall have an additional period within which to elect conversion coverage; but nothing herein shall be construed to continue any insurance beyond the period provided for in the *Policy*. The additional election period shall expire 15 days immediately after the *Policyholder* gives *You* notice, but in no event shall it extend beyond 60 days immediately after the expiration of the 31-day period explained above.

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# WAIVER OF PREMIUM

#### What is the Waiver of Premium benefit?

We will continue Your Basic life insurance benefit under the Policy without further payment of life insurance premium if You become Totally Disabled, provided:

- 1. You are insured under the Policy and were Actively at Work on or after the effective date of the Policy; and
- 2. You are under the age of 60; and
- 3. You provide Us with satisfactory written proof of Total Disability within 12 months after the date You became Totally Disabled; and

- 4. Your Total Disability has continued without interruption for at least 9 months; and
- 5. You are still Totally Disabled when You submit the proof of disability; and
- 6. all required premium has been paid.

**Total Disability** or **Totally Disabled** means **You** are diagnosed by a **Doctor** to be completely unable because of **Sickness** or **Injury** to engage in any occupation for wage or profit or any occupation for which **You** become qualified by education, training or experience.

We will waive premium beginning the month after We receive satisfactory proof that You have been Totally Disabled for at least 9 months. Premium will continue to be waived provided You:

- 1. remain Totally Disabled; and
- 2. provide satisfactory written proof of continuing *Total Disability* upon request.

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

You will be covered for the amount of life insurance in force as of the date *Total Disability* commenced. The amount of life insurance continued in force will be subject to any reduction in benefits as shown on the *Schedule of Benefits* or which are the result of an amendment to the *Policy*, but in no event will the insurance amount increase while *Your* life insurance is continued under Waiver of Premium. This life insurance coverage will continue without the payment of premium until *You* are no longer *Totally Disabled*, or attain the Maximum Waiver of Premium Duration as set forth in the *Schedule of Benefits* or retire, whichever occurs first.

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

If *You* are approved for continued coverage under the Waiver of Premium provision, *You* will be asked to name a beneficiary. That beneficiary designation:

- 1. will only apply while Your coverage continues under this Waiver of Premium provision; and
- 2. if different from the designation on Your enrollment form, shall constitute a change of beneficiary under the Policy.

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

- 1. You die within one year from the date You became Totally Disabled; and
- 2. We receive proof that You were continuously Totally Disabled until the date of death; and
- 3. We receive proof of death not more than two (2) years after Your death.

If continuation of life insurance under the Waiver of Premium provision ceases while the *Policy* is still in force, and *You* are employed by the *Policyholder*, *Your* life insurance will continue provided premium payments begin on the next premium due date. If *You* return to work with the *Policyholder*, *You* must make a new beneficiary designation. If *You* do not name a new beneficiary, *We* will pay death benefits in accordance with the Facility of Payment provision.

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

# How does termination of the Policy affect Your insurance under the Waiver of Premium Benefit?

Termination of the *Policy* will not affect any insurance that has been continued under this Provision prior to the termination date.

# What if You are Totally Disabled and the Policy ends before You satisfy the Elimination Period?

Your coverage under the *Policy* will end if the *Policy* ends before *You* satisfy the *Elimination Period*. However, when the *Policy* ends *You* may be entitled to convert *Your* coverage to an individual plan of life insurance as described in the Conversion of Life Insurance provision.

*You* may still submit a claim for Waiver of Premium Benefits after the *Policy* ends. However, *You* must be *Totally Disabled*, pay the Conversion premium for the full length of the Elimination Period and qualify for the Waiver of Premium Benefits.

# At no time can You be covered under both the individual conversion policy and this Policy.

Upon receipt of timely notice and due proof of *Your Total Disability We* will evaluate *Your* claim. If *We* determine that *You* qualify and *You* pay all applicable premiums, *We* will approve *Your* Waiver of Premium claim under the *Policy* and agree to rescind any individual policy of life insurance issued to *You* under the Conversion privilege. *We* will refund any premiums paid for such coverage. Insurance under the *Policy* will not go into effect until *We* approve your claim in writing.

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# ACCELERATED DEATH BENEFIT

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

#### What is the Accelerated Death Benefit?

The Accelerated Death Benefit is a percentage of Your group Basic term life insurance which is payable to You prior to Your death if We receive Proof that You have a Terminal Condition. The Accelerated Death Benefit is limited to the maximum and minimum amounts shown on the Schedule of Benefits, and is payable only once to any one Insured.

The Accelerated Death Benefit is calculated on the group Basic term life insurance benefit amount in force under the Policy on the date You are diagnosed with a Terminal Condition.

#### Who is Eligible for an Accelerated Death Benefit?

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

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

**Terminal Condition** means *You* have been examined and diagnosed by *Your Doctor* as having a medically determined condition which is expected to result in death within 24 months or any medically determined condition which requires *Your* continuous confinement in an *Eligible Institution*, if *You* are expected to remain there until death. For the purposes of this provision, an *Eligible Institution* means a hospital, an inpatient hospice facility, or an institution or a distinct part of an institution which is primarily engaged in providing comprehensive skilled nursing services, that is duly licensed by the appropriate governmental authority to provide such services.

#### The Accelerated Death Benefit Payment

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

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

The Accelerated Death Benefit will not be payable:

- 1. for any amount of group term life insurance which is less than the Minimum ADB Payment as set forth in the *Schedule of Benefits*; or
- 2. if *Your Terminal Condition* is the result of:
  - a. attempted suicide, while sane or insane; or
  - b. intentionally self-inflicted injury; or
- 3. if *Your* group term life insurance benefit has been assigned; or
- 4. if *Your* group term life insurance benefit is payable to an irrevocable beneficiary, including notification to *Us* that such benefit or a portion of such benefit is to be paid to a former spouse as part of a divorce or separation agreement.

#### Notice and Proof of Claim

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

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

#### Effect on Insurance

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

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

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# What happens to my coverage if I recover from the Terminal Condition?

If Your Doctor certifies that You no longer have a Terminal Condition and:

- 1. You return to work in an eligible class, coverage will remain in force, provided premium is paid when due.
- 2. *You* do not return to an eligible class but *You* are approved for continued life insurance coverage under the Waiver of Premium provision, coverage will remain in force, subject to the terms and conditions of the Waiver of Premium provision.
- 3. *You* do not return to an eligible class, and *You* do not qualify for continued life insurance, coverage will end and *You* may apply for conversion to an individual policy of life insurance in accordance with the applicable terms, conditions and time limits set forth in the Conversion of Life Insurance provision of the *Policy*.

In any event, the amount of coverage eligible to be continued or converted will be reduced by the amount of the *Accelerated Death Benefit* paid. 00021

# ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT (AD&D)

# What is the AD&D Benefit?

If, while insured under the *Policy*, *You* suffer an *Injury* in an *Accident*, *We* will pay for those *Losses* set forth in the "Table of Losses" below. The amount paid will be the percentage stated in the Table of Losses but not more than the Coverage Amount set forth in the *Schedule of Benefits*. The *Loss* must:

- 1. occur within 365 days of the Accident; and
- 2. be the direct result of the *Accident*.

#### TABLE OF LOSSES

# % OF COVERAGE AMOUNT PAYABLE

Loss of Life	100%
Loss of Both Hands	100%
Loss of Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand	50%
Loss of One Foot	50%
Loss of Entire Sight of One Eye	50%
Loss of Thumb and Index Finger (on same hand)	25%

# Definitions which apply to the AD&D Provision:

Accident or Accidental means an unexpected event that was not reasonably foreseeable.

*Loss*, with respect to hand or foot, means actual and permanent severance from the body at or above the wrist or ankle joint, as applicable. With respect to eyes, loss means entire and irrecoverable loss of sight. 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 Coverage Amount set forth in the *Schedule of Benefits*.

Except as provided in a particular AD&D benefit provision, *We* will pay benefits for loss of life to the same beneficiary(ies) named to receive life insurance benefits. Benefits for all other *Losses* will be paid to *You*. 00030 IL

#### SEAT BELT BENEFIT

# What is the Seat Belt Benefit?

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

- 1. the *Automobile* is equipped with *Seat Belts*.
- 2. the Seat Belt was in actual use and properly fastened at the time of the Accident.

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

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

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

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

#### AIR BAG BENEFIT

#### What is the Air Bag Benefit?

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

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

If it is unclear whether *You* were properly wearing *Seat Belt*(s) or if it is unclear whether the *Air Bag* inflated properly, then the Air Bag Benefit will be \$1,000.

*Air Bag* means an inflatable supplemental passive restraint system installed by the manufacturer of the *Automobile*, or proper replacement parts as required by the automobile manufacturer's specifications, that inflates upon collision to protect an individual from injury and death. A *Seat Belt* is not considered an *Air Bag*. 00032

#### REPATRIATION BENEFIT

#### What is the Repatriation Benefit?

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

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

#### **EDUCATION BENEFIT**

# What is the Education Benefit?

We will pay an additional amount, as set forth in the Schedule of Benefits to Your Dependent Student if an AD&D benefit is payable for Your loss of life. We will only pay one Education Benefit to any one Dependent Student during any one school year. If the Dependent Student is a minor, We will pay the benefit to the legal representative of the minor.

#### **Definitions which apply to the Education Benefit:**

Student means an Eligible Dependent child who, on the date of Your death, is:

1. A full-time post-high school student in a School of Higher Education; or

2. A student in the 12th grade but who becomes a full-time post-high school student in a *School of Higher Education* within 365 days after *Your* death.

# School of Higher Education means an institution which:

- 1. is legally authorized by the State in which it is located; and
- 2. provides either a program for:
  - a. Bachelor's degrees or not less than a two year program with full credit towards a Bachelor's degree; or
  - b. Gainful employment as long as such program is at least one year of training; and
- 3. is accredited by an Agency or association recognized by the U.S. Department of Education under the Higher Education Assistance Act as may be amended from time to time.

**When Benefit Ends:** A *Dependent Student* will no longer be eligible to receive the Dependent Education Benefit upon the earlier of the following:

- 1. *Our* payment of the fourth installment of the Dependent Education Benefit on behalf of or to the *Dependent Student*; or
- 2. At the end of the period during which due Proof must be submitted if no due Proof is submitted.

**Special Child Education Benefit:** If *Your Eligible Dependent* child does not qualify as a *Student*, but is enrolled in an elementary or high school, *We* will pay a Child Education Benefit in the amount of \$1,000. This benefit is payable once upon proof that *You* died as a result of an Accident for which the Accidental Death & Dismemberment benefit is payable and that, within 12 months after *Your* death, *Your Eligible Dependent Child* is a full-time student in an elementary or high school. 00034

#### **LIMITATIONS**

#### Are there any Limitations for losses due to an Accident?

We will not pay any benefit for any Loss resulting from or caused by:

- 1. any disease or infirmity of mind or body, and any medical or surgical treatment thereof; or;
- 2. any infection, except an infection of an Accidental Injury; or
- 3. suicide or attempted suicide, while sane or insane; or
- 4. any intentionally self-inflicted *Injury*; or
- 5. travel or flight in a non-commercial 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
- 6. while 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. This limitation does not apply if the influence was involuntary or unintentional. Conviction is not necessary for a determination of being under the influence; or
- 7. direct result of the insured's intoxication as defined by the laws of the jurisdiction in which the *Accident* occurred or .08% blood alcohol content if the jurisdiction in which the *Accident* occurred does not define intoxication. Conviction is not necessary for a determination of being intoxicated; or
- 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, with a common intent and whether or not damage to person or property or unlawful act is the intent or the consequence of such disorder.

We will not pay any benefit for Loss of life resulting from or caused by war or act of war, if the cause of death occurs while the Insured is serving in the military, naval or air forces of any country, combination of countries or international organization, provided such death occurs while in such forces or within six months after termination of services in such forces.

00050 IL

#### **UNIFORM PROVISIONS**

(Applicable to Dismemberment Coverage Only)

# Initial Notice of Claim

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

#### Claim Forms

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

# Time Limit for Filing Your Claim

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

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

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

For the Education Benefit, *Proof* of *Loss* must:

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

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

# Physical Examination/Autopsy

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

00051

# TERMINATION PROVISIONS

# When does Your coverage under the Policy end?

*Your* coverage will terminate on the earliest of the following dates. Termination will not affect *Your* claim for a covered *Loss* which occurred while the coverage was in force.

- 1. the date on which the *Policy* is terminated;
- 2. the date You stop making any required contribution toward payment of premiums;
- 3. the effective date of an amendment to the *Policy* which terminates insurance for the class to which *You* belong; or
- 4. the date You:
  - a. are no longer a member of a class eligible for this insurance,
  - b. request termination of coverage under the *Policy*,
  - c. are retired or pensioned, or
  - d. are no longer *Actively at Work* as a result of a disability, layoff, leave of absence, sabbatical, or military leave. However, *You* 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,
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provided all premiums are paid when due, the Policy is in force, and Your coverage is

not replaced with group life insurance provided by a new carrier.

**Layoff** Until the end of the month following the month during which the layoff began, provided

all premiums are paid when due, the *Policy* is in force, and *Your* coverage is not

replaced with group life insurance provided by a new carrier.

**Leave of Absence** Until the end of the month following the month during which the leave began, or, the

period of time in accordance with the FMLA provision below, provided all premiums are paid when due, the *Policy* is in force, and *Your* coverage is not replaced with group

life insurance provided by a new carrier.

Sabbatical Until the end of the month following the sixth month in which the sabbatical began,

provided all premiums are paid when due, the *Policy* is in force, and *Your* coverage is

not replaced with group life insurance provided by a new carrier.

Military Leave Until the end of the twelfth month following the month in which the military leave

began, provided all premiums are paid when due, the *Policy* is in force, and *Your* coverage is not replaced with group life insurance provided by a new carrier.

If coverage terminates due to termination of employment, group insurance shall terminate at 12:00 midnight on the last day for which premium was paid.

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

00052 ILa

#### Will coverage be continued if You are eligible for leave under FMLA?

In the event *You* are eligible for and the *Policyholder* approves a leave under the Family and Medical Leave Act of 1993 (FMLA), or any applicable state family and medical leave law (State FML), provided the required premium continues to be paid, the *Policy* is in force and *Your* coverage is not replaced with group life insurance provided by a new carrier, *Your* insurance will continue for a period of up to the later of:

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

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

- 1. After the birth of a child; or
- 2. After the legal adoption of a child; or
- 3. After the placement of a foster child in *Your* home; or

- 4. To a Spouse, child or parent due to their serious illness; or
- 5. For *Your* own serious health condition.

While granted a Family or Medical Leave of Absence:

- 1. The Policyholder must remit the required premium according to the terms of the Policy; and
- 2. coverage will terminate if *You* do not return to work as scheduled according to the terms of *Your* agreement with the *Policyholder*.

00053a

# GENERAL PROVISIONS

#### Entire Contract; Changes

The *Policy*, the *Policyholder's Application*, the *Employee's* Certificate of coverage, and *Your* application, if any, and any other attached papers, form the entire contract between the parties. Coverage under the *Policy* can be amended by mutual consent between the *Policyholder* and *Us*. No change in the *Policy* is valid unless approved in writing by one of *Our* officers. No agent has the right to change the *Policy* or to waive any of its provisions.

#### Statements on the Application

In the absence of fraud, all statements made in any signed application are considered representations and not warranties (absolute guarantees). No representation by:

- 1. the *Policyholder* in applying for the *Policy* will make it void unless the representation is contained in his signed *Application*; or
- 2. any *Employee* in applying for insurance under the *Policy* will be used to reduce or deny a claim unless a copy of the application for insurance, signed by the *Employee*, is or has been given to the *Employee*.

#### Legal Actions

Unless otherwise provided by federal law, no legal action of any kind may be filed against *Us*:

- 1. until 60 days after *Proof* of claim has been given; or
- 2. more than 3 years after *Proof* of *Loss* must be filed, unless the law in the state where *You* live allows a longer period of time.

# Clerical Error

Clerical error or omission by *Us* to the *Policyholder* will not:

- 1. Prevent You from receiving coverage, if You are entitled to coverage under the terms of the Policy; or
- 2. Cause coverage to begin or coverage to continue for *You* when the coverage would not otherwise be effective.

If the *Policyholder* gives *Us* information about *You* that is incorrect, *We* will:

- 1. Use the facts to decide whether You have coverage under the Policy and in what amounts; and
- 2. Make a fair adjustment of the premium.

## **Incontestability**

The validity of the *Policy* shall not be contested, except for non-payment of premiums, after it has been in force for two years from the date of issue. The validity of the *Policy* shall not be contested on the basis of a statement made relating to insurability by any person covered under the *Policy* after such insurance has been in force for two years during such person's lifetime, and shall not be contested unless the statement is contained in a written instrument signed by the person making such statement.

#### **Premium Provisions**

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

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

## Misstatement of Age

If You have misstated Your age, the true age will be used to determine:

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

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

# Conformity with State Statutes and Regulations

If any provision of the *Policy* conflicts with the statutes and regulations of the state in which the *Policy* was issued or delivered, it is automatically changed to meet the minimum requirements of the statute.

# Assignment

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

00055 IL

# **DEFINITIONS**

This section tells *You* the meaning of special words and phrases used in this Certificate. To help *You* recognize these special words and phrases, the first letter of each word, or each word in the phrase, is capitalized wherever it appears.

#### Actively at Work or Active Work means that You must:

- 1. work for the *Policyholder* on a full-time active basis; or
- 2. work at least the minimum number of hours set forth in the Schedule of Benefits: and either:
  - a. work at the *Policyholder*'s usual place of business; or
  - b. work at a location to which the *Policyholder*'s business requires *You* to travel;
- 3. be paid regular earnings by the *Policyholder*, and
- 4. not be a temporary or seasonal Employee.

You will be considered Actively at Work if You were actually at work on the day immediately preceding:

- 1. a weekend (except for one or both of these days if they are scheduled days of work);
- 2. holidays (except when such holiday is a scheduled work day);
- 3. paid vacations;
- 4. any non-scheduled work day;
- 5. excused leave of absence (except medical leave and lay-off); and
- 6. emergency leave of absence (except emergency medical leave); and
- 7. You were not Hospital Confined or disabled due to an Injury or Sickness. 00061

#### Activities of Daily Living means:

- 1. Eating Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- 2. Toileting Getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
- 3. Transferring Moving into or out of a bed, chair or wheelchair.
- 4. Bathing Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
- 5. Dressing Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- 6. Continence Ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).

00062

**Application** means the document which sets forth the eligible classes, the amounts of insurance, and other relevant information pertaining to the plan of insurance for which the *Policyholder* applied.

# Dependent or Eligible Dependent means:

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

# Eligible Dependents include:

- 1. Your natural or step child or child of Your Registered Domestic Partner.
- 2. a child placed with *You* for adoption from the date of placement or the date *You* are party in a suit in which *You* seek the adoption of the child. Eligibility will continue unless the child is removed from placement.

3. a child of *Your* child who is *Your* dependent for federal income tax purposes at the time application for coverage of the child of *Your* child is made.

00072a

**Doctor** means a person legally licensed to practice medicine, psychiatry, psychology or psychotherapy, who is neither *You* nor a member of *Your* immediate family. A licensed medical practitioner is a *Doctor* if applicable state law requires that such practitioners be recognized for purposes of certification of *Total Disability, Terminal Condition* or covered *Loss*, and the treatment provided by the practitioner is within the scope of his or her license.

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

Gainful Occupation means any work or employment in which the insured Employee:

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

00078

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

*Injury* means bodily injury resulting directly from an *Accident* and independently of disease or bodily infirmity. 00082 IL

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

00083

Male Pronoun whenever used includes the female.

00088

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

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

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

00097

**Policyholder** means the person, firm, or institution to whom the *Policy* was issued. *Policyholder* also means any covered subsidiaries or affiliates set forth on the face of the *Policy*.

**Proof** under the Accelerated Death Benefit means evidence satisfactory to *Us* that *You* have a *Terminal Condition*. We reserve the sole right to determine if *Proof* is acceptable. 00100 IL

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

- 1. You and Your Domestic Partner share financial responsibility for a joint household and intend to continue an exclusive relationship indefinitely;
- 2. You and Your Domestic Partner each are at least eighteen (18) years of age;
- 3. You and Your Domestic Partner are both mentally competent to enter into a binding contract; FDL1-604-707 IL 22

- 4. You and Your Domestic Partner share a residence and have done so for at least 12 months;
- 5. Neither You nor Your Domestic Partner are married to or legally separated from anyone else;
- 6. You and Your Domestic Partner are not related to one another by blood closer than would bar marriage; and
- 7. Neither You nor Your Domestic Partner is a Domestic Partner of anyone else.

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

00104

**Regular Occupation** means the occupation that *You* are routinely performing when *Your* Life Insurance terminates due to *Disability. We* will look at *Your* occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific *Policyholder* or at a specific location.

00105

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

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

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

00120

#### TRAVEL RESOURCE SERVICES

#### What is Travel Resource Services?

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

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

#### How is Travel Resource Services accessed?

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

The Travel Resource Services program is administered and provided by Assist America, Inc. Dearborn Life Insurance Company does not underwrite or administer this program.

#### When do the Travel Resource Services terminate?

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

00120a IL

#### DEARBORN LIFE INSURANCE COMPANY

**Administrative Office:** 

701 E. 22nd Street

Lombard, IL 60148

#### DISCLOSURE NOTICE

#### **Accelerated Death Benefit**

This benefit may be taxable. If so, the *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.

#### **DEFINITIONS**

Accelerated Death Benefit means 75% of the Insured's group term life insurance amount in force on the date that We receive satisfactory Proof that such Insured has a Terminal Condition.

**Proof** means evidence satisfactory to *Us* that an *Insured* has a *Terminal Condition*.

**Terminal Condition** means an *Insured* has been examined and diagnosed by his *Doctor* as having a medically determined condition which is expected to result in his death within 24 months, or any medically determined condition which requires his continuous confinement in an *Eligible Institution*, if he is expected to remain there until death. For the purposes of this provision, an *Eligible Institution* means a hospital, an inpatient hospice facility, or an institution or a distinct part of an institution which is primarily engaged in providing comprehensive skilled nursing services, that is duly licensed by the appropriate governmental authority to provide such services.

**BENEFIT**. We will pay an Accelerated Death Benefit during the lifetime of an Insured if he or his legal representative elects an Accelerated Death Benefit and provides satisfactory Proof that the Insured has a Terminal Condition. The benefit will be paid in one sum to the Insured. The Accelerated Death Benefit amount is limited to a maximum of \$250,000 and a minimum of \$7,500, and is payable only once to any one Insured. There is no cost for this benefit.

**EFFECT ON INSURANCE**. The *Accelerated Death Benefit* is in lieu of the group term life insurance benefit that would have been paid upon the *Insured's* death. When the *Accelerated Death Benefit* is paid:

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

This notice is a brief description of the *Accelerated Death Benefit*. For further details of coverage, including limitations, refer to the *Accelerated Death Benefit* provision in your certificate.

#### DEARBORN LIFE INSURANCE COMPANY

(herein called We, Us, Our)
Administrative Office:
701 E. 22nd Street
Lombard, IL 60148

#### AMENDATORY RIDER

This rider amends the *Policy* or Certificate to which it is attached. It takes effect and ends at the same time as the *Policy* or Certificate. All provisions of the *Policy* or Certificate will apply to this rider, except that in the event of a conflict, the specific provisions of this rider will govern.

The following benefit is added:

#### Loss of Use Benefit

# What is the Loss of Use Benefit?

If, while insured under the *Policy*, *You* suffer a Loss of Use in an *Accident*, which results in a condition listed in the "Table of Losses" below, *We* will pay for those losses as set forth in the "Table of Losses". The Loss of Use Benefit is calculated from the *Employee* Benefit Amount shown on the Schedule of Benefits. The Loss of Use must:

- 1. occur within 365 days of the Accident; and
- 2. be the direct result of the *Accident*.

#### TABLE OF LOSSES

% OF COVERAGE AMOUNT PAYABLE

Quadriplegia	100%
Paraplegia	75%
Loss of Speech	50%
Loss of Hearing (both ears)	50%
Hemiplegia	50%
Uniplegia	25%

#### **Definitions which apply to the Loss of Use Benefit:**

Accident or Accidental means an unexpected event that was not reasonably foreseeable.

*Hemiplegia* means total *Paralysis* of one arm and one leg on the same side of the body.

Loss of Speech means entire and irrecoverable loss of speech.

Loss of Hearing means entire and irrecoverable loss of hearing in both ears.

*Paralysis* means loss of use without severance of a limb as a result of an *Injury* to the Spinal Cord, which has continued for 12 months. *Paralysis* must be determined by a *Doctor* to be permanent, total and irreversible.

Paraplegia means total Paralysis of both legs.

Quadriplegia means total Paralysis of both arms and both legs.

Uniplegia means total Paralysis of one limb.

Any claim for the Loss of Use Benefit will be in addition to any other payments afforded under this *Policy*.

#### **LIMITATIONS**

We will not pay any benefit for any Loss resulting from or caused by:

1. any disease or infirmity of mind or body, and any medical or surgical treatment thereof; or;

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- 2. any infection, except an infection which results directly from an Accidental Injury; or
- 3. attempted suicide, while sane or insane; or
- 4. any intentionally self-inflicted Injury; or
- 5. travel or flight in a non-commercial 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
- 6. the *Insured* 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 the controlled substance was prescribed for the *Insured* by a licensed physician and the *Insured* used the controlled substance in the manner prescribed. This limitation does not apply if the ingestion of the controlled substance by the *Insured* was involuntary or unintentional. Criminal conviction is not required for *Us* to make a determination that the *Insured* was under the influence; or
- 7. direct result of the *Insured's* intoxication as defined by the laws of the jurisdiction in which the *Accident* occurred or .08% blood alcohol content if the jurisdiction in which the *Accident* occurred does not define intoxication. Criminal conviction is not required for *Us* to make a determination that the *Insured* was intoxicated; or
- 8. the *Insured's* 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 or not damage to person or property or unlawful act is the intent or the consequence of such disorder.

#### **UNIFORM PROVISIONS**

(Applicable to Loss of Use Benefit Only)

# Initial Notice of Claim

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

#### Telephonic Claim Notification

In lieu of written proof of claim, *We* may accept telephonic notice and proof. All time limits in the *Policy* applicable to the filing of proof of loss and commencement of legal actions shall apply to notice and proof filed by telephone or other means acceptable to *Us*.

#### Claim Forms

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

# Time Limit for Filing Proof of Loss for Your Claim

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

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

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

#### Physical Examination/Autopsy

Upon receipt of a claim, We may examine an Insured, at Our expense, at any reasonable time.

All provisions of the Policy or Certificate will apply to this rider, except that in the event of a conflict, the specific provisions of this rider will govern.

Except for the above, this rider does not change the *Policy* in any way.

DEARBORN LIFE INSURANCE COMPANY

President

Mikael M. Witwes.

Administrative Office: 701 E. 22nd Street Lombard, IL 60148

# DEARBORN LIFE INSURANCE COMPANY

Chicago, Illinois

# AMENDATORY ENDORSEMENT

This Amendatory Endorsement amends the Policy or Certificate to which it is attached. It takes effect and ends at the same time as the Policy or Certificate to which it is attached. All provisions of the Policy or Certificate will apply to this Amendatory Endorsement, except that in the event of a conflict, the specific provisions of this Amendatory Endorsement will govern.

The term **Spouse**, wherever it appears in the Policy or Certificate, is amended as follows:

Spouse includes a Party to a Civil Union.

In addition to civil unions entered into under Illinois law, the term **Civil Union** includes a marriage between persons of the same sex, a civil union, a domestic partnership, or a substantially similar legal relationship, other than common law marriage, legally entered into in another jurisdiction.

President

Mikael St. Watwes.

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

# NOTICE OF PROTECTION PROVIDED BY ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** description of the Illinois Life and Health Insurance Guaranty Association ('the Association') and the protection it provides for policyholders. This safety net was created under Illinois law which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your member life, annuity, health maintenance organization or health insurance company becomes financially unable to meet its obligations and is placed into Receivership by the Insurance Department of the state in which the company is domiciled. If this should happen, the Association will typically arrange to continue coverage, pay claims, or otherwise provide protection in accordance with Illinois law, with funding from assessments paid by other insurance companies and health maintenance organizations.

The basic protections provided by the Association per insured in each insolvency are:

- Life Insurance
  - \$300,000 for death benefits
  - \$100,000 for cash surrender or withdrawal values
- Health Insurance
  - \$500,000 for health benefits plan\*
  - \$300,000 for disability insurance benefits
  - \$300,000 for long-term care insurance benefits
  - \$100,000 for other types of health insurance benefits
- Annuities
  - \$250,000 for withdrawal and cash values

\*The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000, except special rules apply with regard to health benefit plan benefits for which the maximum amount of protection is \$500,000.

**Note:** Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also residency requirements and other limitations under Illinois law.

To learn more about these protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at <a href="https://www.ilhiga.org">www.ilhiga.org</a> or contact:

Illinois Life and Health	Illinois Department of Insurance
Insurance Guaranty Association	4th Floor
901 Warrenville Road, Suite 400	320 West Washington Street
Lisle, Illinois 60532-4324	Springfield, Illinois 62767

Insurance companies, health maintenance organizations and agents are not allowed by Illinois law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company or health maintenance organization, you should not rely on Association coverage. If there is any inconsistency between this notice and Illinois law, then Illinois law will control.

The Association is not an insurance company or health maintenance organization. If you wish to contact your insurance company or health maintenance organization, please use the phone number found in your policy or contact the Illinois Department of Insurance at DOI.InfoDesk@illinois.gov.



#### STATEMENT OF ERISA RIGHTS

As a participant in the Plan You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001, *et seq.*, as amended ("ERISA"). ERISA provides that all plan participants shall be entitled to:

#### 1. Receive Information about Your Plan and Benefits

- a. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- b. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- c. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

#### 2. Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Employee benefit plan. The people who operate Your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of You and other plan participants and beneficiaries. No one, including Your employer, Your union, or any other person, may fire You or otherwise discriminate against You in any way to prevent You from obtaining a welfare benefit or exercising Your rights under ERISA.

#### 3. Enforce Your Rights

If Your claim for a welfare benefit is denied or ignored, in whole or in part, You have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps You can take to enforce the above rights. For instance, if You request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, You may file suit in federal court. In such case, the court may require the Plan Administrator to provide the materials and pay You up to \$110 a day until You receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

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

#### 4. Assistance with Your Questions

If You have any questions about Your Plan, You should contact the Plan Administrator. If You have questions about this statement or about rights under ERISA, or if You need assistance in obtaining documents from the Plan Administrator, You should contact the nearest office of the Employee Benefit Security Administration, U.S. Department of Labor, listed in Your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, Washington, D.C. 20210. You may obtain certain publications about Your rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration.

#### **ERISA INFORMATION STATEMENT**

The benefits described in your certificate are insured by an Insurance Policy ("Policy") issued by Blue Cross and Blue Shield of Illinois ("We" or "Insurer"), pursuant to an "employee welfare benefit plan" ("the Plan") as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. §1002(1), established by your employer, or where applicable, employee organization (the "Policyholder").

Every employee welfare benefit plan must be established and maintained pursuant to a written instrument that provides for a Plan Administrator. Your Plan Administrator has delegated the authority to administer claims under the Policy to the Insurer. As claims administrator, We will make decisions concerning eligibility and benefit determinations in accordance with the Policy provisions.

#### A. ADMINISTRATION OF THE PLAN

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

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

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

The Plan has other fiduciaries, advisors and service providers. The Plan Administrator may allocate fiduciary responsibility among the Plan's fiduciaries and may delegate responsibilities to others. Any allocation or delegation must be done in writing and kept with the records of the Plan. As stated above, the Plan's benefits are provided to you pursuant to an insurance Policy issued to the Company. The Insurer shall, with respect to the Policy:

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

Each fiduciary is solely responsible for its own improper acts or omissions. Except to the extent required by ERISA, no fiduciary has the duty to question whether any other fiduciary is fulfilling all of the responsibilities imposed upon the other fiduciary by law. Nor is a fiduciary liable for a breach of fiduciary duty committed before it became, or after it stopped being, a fiduciary. However, a fiduciary may be liable for a breach of fiduciary responsibility of any Plan fiduciary, to the extent provided in ERISA Section 405(a), 29 U.S.C. §1105(a). The Employer makes no promise to continue these benefits in the future and rights to future benefits will never vest. Retirement does not give any retiree any vested right to continue to participate or receive Plan benefits, except as provided in the Plan.

#### B. CLAIMS PROCEDURE FOR LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS:

When You or Your Beneficiary are eligible to receive benefits, You or Your Beneficiary, or Your authorized representative (collectively, "You") must follow the claim procedures described in Your Group Insurance Certificate by submitting the proper form in writing to the Insurer at:

Claims Department

Blue Cross and Blue Shield of Illinois

701 E. 22nd Street Lombard, IL. 60148 1-800-367-6401

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

#### **Insurance Plans**

We will give You a decision no more than 90 days after receipt of due proof of loss, except in special circumstances (such as the need to obtain further information), but in no case more than 180 days after the due proof of loss is received.

If the claim is denied, in whole or in part, We will provide You with a written notice giving the following:

- the reasons for the adverse benefit determination;
- reference to the specific Policy provisions on which the determination is based;
- a description of any additional material or information necessary for You to perfect the claim and an explanation of why such material or information is necessary;
- a statement that You are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim; and
- a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of Your rights to bring a civil action under ERISA §502(a), 29 U.S.C. §1132(a) following an adverse benefit determination on review.

Any denied claim may be appealed to the Insurer by You or Your authorized representative, at the address specified in the claim denial, for a full and fair review. The review will be conducted by a person different from the person who made the initial decision and the reviewer will not review the merits of the claim with the original examiner nor be the original examiner's subordinate. The claimant may:

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

A decision will be made by the Insurer no more than 60 days after receipt of the request for review, except in special circumstances (such as the need to obtain additional evidence), but in no case more than 120 days after the request for review is received. We will notify You in writing if an extension is needed. If We need information from You and You deliver that information within the time specified, the extension will begin after You provide the information. If You do not provide the information in that time period, We may decide Your appeal without that information. The written decision will include specific reasons for the decision and specific references to the Plan provisions on which the decision is based. The decision will advise You of any other appeal rights You have under the Plan, as well as Your right to bring an action under Section 502(a) of ERISA, 29 U.S.C. §1132(a).

# C. CLAIMS PROCEDURE FOR WAIVER OF PREMIUM BENEFITS:

When You are eligible to receive benefits, You must follow the claim procedures described in your Group Insurance Certificate by submitting the proper form in writing to the Insurer at:

Claims Department

Blue Cross and Blue Shield of Illinois

#### 701 E. 22nd Street

# Lombard, IL. 60148

1-800-367-6401

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

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

If the claim is denied, in whole or in part, We will provide You with a written notice giving the following:

- the reasons for the adverse benefit determination:
- reference to the specific Policy provisions on which the determination is based;
- a description of any additional material or information necessary for You to perfect the claim and an explanation of why such material or information is necessary;
- either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied on in making the adverse determination or, alternatively, a statement that such rules, guideline, protocols, standards or other similar criteria of the Plan do not exist;
- a statement that You are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim; and
- a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of Your rights to bring a civil action under ERISA §502(a), 29 U.S.C. §1132(a) following an adverse benefit determination on review.

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

#### You may:

- a) request a review upon written application within 180 days of receipt of claim denial;
- b) upon request and free of charge, review pertinent documents, records and other information relevant to the claim and receive copies of same; and
- c) submit issues, comments, records, and other information in writing.

We will make a decision no more than 45 days after We receive your appeal. The time for decision may be extended for one additional 45 day period provided that, prior to the extension, We notify you in writing that an extension is necessary due to special circumstances, identifies those circumstances and gives the date by which it expects to render its decision. If your claim is extended due to your failure to submit information necessary to decide your claim on appeal, the time for your decision shall be tolled from the date on which the notification of the extension is sent to you until the date We receive your response to the request.

If the adverse benefit determination is upheld on administrative appeal, in whole or in part, We will provide You with a written notice giving the following:

- the reasons for the adverse benefit determination;
- reference to the specific Policy provisions on which the determination is based;
- a description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary;
- either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied on in making the adverse determination or, alternatively, a statement that such rules, guideline, protocols, standards or other similar criteria of the Plan do not exist;

- a statement that You are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim; and
- a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of Your rights to bring a civil action under ERISA §502(a), 29 U.S.C. §1132(a) following an adverse benefit determination on review.

Administrative Office:

701 E. 22nd Street Lombard Illinois 60148

Principal Office:

300 E. Randolph Street Chicago Illinois 60601