

Voluntary Term Life Insurance

Employee Benefit Booklet



City of San Antonio

GFZ03414-0001

Class 1-01

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

09/28/2010

FORT DEARBORN LIFE Insurance Company®

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

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

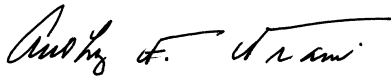
CERTIFICATE (TX)

We agree to pay benefits subject to the provisions, definitions, limitations and conditions of the group Master Policy (herein called the Policy). The Policy is a contract issued by Fort Dearborn Life Insurance Company to: City of San Antonio (herein called the Policyholder).

This is your certificate of coverage. It is not valid unless accompanied by a copy of your signed Enrollment Form which, if satisfactory Evidence of Insurability is required, has been approved by Us. This certificate replaces any group certificate previously issued under the Policy. It is not a contract or a part of one. Your benefits are described in plain English, but a few terms and provisions are written as required by insurance law.

PLEASE READ CAREFULLY

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



President



Secretary

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

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

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

<p>Group Insurance Certificate Voluntary Term Life Insurance with Accelerated Death Benefits</p>

*** IMPORTANT NOTICE ***

To obtain information or make a complaint:

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

1-800-778-2281

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

1-800-252-3439

You may write the Texas Department of Insurance:

**P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 475-1771**

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

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

*** AVISO IMPORTANTE ***

Para informacion o para someter una queja:

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

1-800-778-2281

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 475-1771**

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con al Departamento de Seguros de Texas.

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

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SCHEDULE OF BENEFITS (TX)

Amended January 1, 2010

CLASS OF INSUREDS	DEFINITION
1-01	All full time active employees, excluding uniformed personnel and Municipal Judges

Voluntary Term Life Benefit Amount, if elected: Employees may elect one of the following options. The amount of life insurance in force is the lesser of the amount elected on your enrollment form or the amount shown as approved on your Evidence of Insurability form, if evidence is required.

- Option 1 One times base annual earnings to a maximum of \$900,000
- Option 2 Two times base annual earnings to a maximum of \$900,000
- Option 3 Three times base annual earnings to a maximum of \$900,000
- Option 4 Four times base annual earnings to a maximum of \$900,000
- Option 5 Five times base annual earnings to a maximum of \$900,000

* The combined amount of Basic Life insurance and Voluntary Life insurance may not exceed \$1,000,000.

Benefit Reduction: Life benefit amounts reduce by 35% at age 70; further reduce to 45% of the original amount at age 75; further reduce to 30% of the original amount at age 80; further reduce to 20% of the original amount at age 85; and further reduce to 10% of the original amount at age 90. All benefits terminate at retirement.

Portability Benefit Amount: You may port the lesser of the amount of Employee coverage in force on the date employment terminates or \$300,000.

Additional Purchase Option Benefit Amount: If Voluntary Life coverage is ported, you may also port the amount of Basic Life coverage in force on the date employment terminates, not to exceed a maximum of \$50,000.

Guarantee Issue Amounts

For new employees, satisfactory evidence of insurability is required on all amounts in excess of two times base annual salary or \$200,000, whichever is less. Employee must enroll within 31 days of their eligibility date to qualify for any established guarantee issue limits.

For existing employees, Fort Dearborn Life agrees to grandfather benefit amounts in force with the prior carrier on the day immediately preceding the effective date of this policy. At initial open enrollment, employees who were insured for Voluntary Life through Aetna may elect to increase coverage by the lesser of an additional one times salary or \$200,000 on a guarantee issue basis. Previously eligible employees who failed to enroll in voluntary life within their eligibility period through Aetna may elect coverage on the initial open enrollment period at the lesser of one times salary or \$200,000 on a guarantee issue basis. No future open enrollments will be allowed.

Any Guarantee Issue limits established are only available during your group's initial enrollment and for new employees who have met the eligibility requirements. Employees must enroll within 31 days of their eligibility date to qualify for any established Guarantee Issue limits.

Notice:

Your Voluntary Term Life Insurance has a portability option. This allows you the option of continuing your coverage after it terminates. The amount of coverage available to you is explained above in the Portability section. In order to be eligible for this benefit, you must submit your application to us within 31 days of the date your coverage terminates. You may obtain your Portability Application from your employer before your coverage terminates. For a complete explanation of this benefit, including eligibility and termination provisions, please refer to the Portability section of this booklet.

DEFINITIONS (TX)

This section tells You the meaning of special words and phrases used in this Certificate. In addition, special words and phrases used only in specific sections of the Certificate are defined in those sections. To help You recognize these special words and phrases, the first letter of each word, or each word in the phrase, is capitalized wherever it appears.

Actively at Work or **Active Work** means that you are:

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

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

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

Increases to Base Annual Salary which result in a benefit increase of \$50,000 or greater and are above the guarantee issue amount will be subject to evidence of insurability satisfactory to Us before the increased benefit can become effective. Receipt of premium before we have approved any evidence of insurability will not constitute acceptance and does not guarantee issuance of any benefit amount prior to our approval.

Note: Base Annual Salary will be the salary reported to Us on the first of each calendar year.

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

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

Insured means an Employee covered under the Policy.

Male Pronoun whenever used includes the female.

Plan means the Voluntary Life Plan selected by the Policyholder.

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

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

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

You or **Your** means the insured Employee to whom this certificate has been delivered.

ELIGIBILITY AND EFFECTIVE DATE PROVISIONS (TX)

ELIGIBILITY

Full-time active Employees, excluding uniformed personnel, are eligible to enroll for Voluntary Benefits if you:

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

Fort Dearborn Life agrees to waive the Actively at Work requirement provided premiums are paid when due for Employees:

1. who were covered on the day immediately preceding this policy effective date; and
2. who are being provided an extension of benefits with the prior carrier; and
3. who are on lay-off, leave of absence, suspension or sabbatical leave; or
4. who are not Actively at Work due to a Worker's Compensation related medical condition; or
5. who are on military deployment.

Subject to payment of premiums, coverage will continue for a period of 12 months, beginning on the Employee's last date of Active Work. Exception: any Employee on military leave will be covered for a period of 12 months beginning on the Employee's last day on payroll.

We will grant an exception to the above requirements for those Employees who are not Actively at Work on December 31, 2007, and whose application for premium waiver through the Aetna Plan was submitted and denied. If a covered Employee becomes disabled prior to December 31, 2007, he will apply for premium waiver under the Aetna plan. If denied, We will continue coverage, provided premiums are paid when due.

ENROLLMENT AND EFFECTIVE DATES

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

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

If Evidence Of Insurability Is Not Required: Eligible employees who were hired prior to the Policyholder's effective date may enroll for coverage during the initial Annual Enrollment, and coverage will become effective on the later of the Policyholder's effective date or the date the Employee signs the enrollment form.

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

1. If the enrollment form is signed on or before the end of the Waiting Period, initial coverage will become effective on the day following completion of the Waiting Period.
2. If the enrollment form is signed after the end of the Waiting Period, but within 31 days after that day, initial coverage will become effective on the date the Employee signs the enrollment form.
3. If there is no Waiting Period, initial coverage will become effective on the date the Employee signs the form.

DEFERRED EFFECTIVE DATE

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

1. you are absent from Active Work on the date such coverage would otherwise become effective; and
2. your absence is caused by an injury, illness or layoff,

the effective date of any initial coverage or increased coverage will be deferred until the first day he returns to Active Work. 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 work days);
2. a holiday (except when such holiday is a scheduled work day);
3. a paid vacation;
4. any nonscheduled work day.

ELIGIBILITY AFTER TERMINATION OF EMPLOYMENT

If an Employee's coverage ends due to termination of employment and he does not elect continued coverage under Portability, he must meet all the requirements of a new Employee if he is rehired at a later date. If you are rehired within six months, prior enrollment will count toward the waiting period.

PREMIUM PROVISION

Premiums are payable in United States dollars on or before their due dates. Your Employer has agreed to deduct from your pay any premiums payable for insurance on you. Your Employer has agreed to remit such premiums for the entire time your coverage under the Policy is in effect.

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

GENERAL PROVISIONS (TX)

STATEMENTS

In the absence of fraud, all statements made in any 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 the application; or
2. a Policyholder in applying for Voluntary Benefit coverage(s) will make it void unless the representation is contained in the Policyholder's Application/Change Form; or
3. an Employee in applying for Voluntary coverage will be used to reduce or deny a claim unless a copy of his Enrollment Form signed by the Insured is or has been given to him or to his beneficiary or personal representative.

COMPLETE CONTRACT - POLICY CHANGES

1. The Policy is the complete contract. It consists of:
 - a. all of the pages;

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

INCONTESTABILITY

We will not contest the validity of the Policy, except for nonpayment of premium, after it has been in force for two (2) years from its effective date. We will not contest the validity of an Insured's insurance after his insurance has been in force for two (2) years during his lifetime.

MISSTATEMENT OF AGE

If an Insured has misstated his age, the true age will be used to determine:

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

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

CONFORMITY WITH STATE LAW

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

ASSIGNMENT

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

GROUP TERM LIFE INSURANCE BENEFIT (TX)

This provision only applies to you if you have elected Voluntary Term Life insurance, you have paid or agreed to pay the applicable premium, and your application for Term Life Insurance has been approved by Us.

THE BENEFIT

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.

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

SUICIDE EXCLUSION

Insurance benefits, including Waiver of Premium and Accelerated Death Benefit, will not be available for a loss which is caused by suicide or attempted suicide, while sane or insane, within two (2) years from the effective date of

an Insured's Voluntary Term Life Insurance. Our liability for a death claim by suicide will be limited to the return of premium paid for this life insurance.

This exclusion will not apply if an Insured:

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

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

INSTALLMENT PAYMENTS

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

NAMING A BENEFICIARY

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

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

1. to your Spouse, if living; if not,
2. in equal shares to your then living children, if any; if none,
3. in equal shares to your father and mother, if living; if not,
4. to your estate.

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

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

CHANGE OF BENEFICIARY

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

WAIVER OF PREMIUM

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

1. you are insured under 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 6 months; and
5. you are still Totally Disabled when you submit the proof of disability.

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

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

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

You will be covered for the amount of life insurance continued in force as of the date Total Disability commenced. The amount of life insurance continued in force will be subject to any reduction in benefits as a result of age or amendment to the Policy. We will continue this life insurance coverage until you are no longer Totally Disabled or reach age 65, whichever occurs first.

We may have you examined at reasonable intervals during the period of claimed Total Disability but not more frequently than once every 3 months during the first two years of Total Disability, and not more frequently than once a year after you have been Totally Disabled for two years. Continuation of life insurance under the Waiver of Premium provision shall end immediately and without notice if you refuse to be examined. We will pay the amount of life insurance in force to your designated beneficiary if you die before furnishing satisfactory proof of Total Disability provided:

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

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

If continuation of life insurance under the Waiver of Premium provision ceases and you are no longer employed by the Policyholder, life insurance may be continued by timely election of Portability or may be converted in accordance with the Conversion of Life Insurance provision of the Policy.

TERMINATION OF COVERAGE

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

1. the date the Policy is canceled; or
2. the date employment terminates or the premium due date following the date you are no longer eligible for insurance; or
3. the premium due date if you stop making any required contribution toward the payment of premiums; or
4. the date you cancel your Voluntary coverage(s); or
5. the date you are no longer Actively at Work, except as set forth in the *Note* below.

Note: If you are no longer Actively at Work as the result of disability, layoff, military leave of absence, or leave of absence, you may continue to be eligible as follows:

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

CONVERSION OF LIFE INSURANCE

Conversion if Eligibility Terminates:

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

1. you are no longer employed by the Policyholder; or
2. your eligibility ceases.

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

Conversion if Policy is Terminated or Amended:

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

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

In either of these situations, the insured person must have been insured under the Policy for at least five (5) years. The amount of insurance converted in any of these situations will be the lesser of:

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

Conditions for Conversion: (amended by form no. FDL1-23-1100)

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

The individual policy will be a policy of whole life insurance. It will not contain any disability or other supplementary benefits.

The premium for the individual policy will be based on:

1. Our current rates based upon the applicant's attained age on his nearest birthday; and

2. the amount of the individual policy.

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

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

If the Insured dies before application for an individual policy can be made, We will pay the beneficiary the greatest amount for which an individual policy could have been issued, provided:

1. the death occurred during the 31-day period within which he could have made application; and
2. We receive proof of death.

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

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

PORTABILITY (TX)

THE BENEFIT

If Voluntary Term Life Insurance terminates, you may elect to continue Voluntary Group Life Insurance under the terms of the Policy by paying premiums quarterly, semiannually, or annually direct to Fort Dearborn.

The maximum amount of Voluntary Term Life Insurance which may be continued under Portability is the the lesser of \$300,000 or the amount of Voluntary Term Life Insurance in force at the time the Portability Benefit is elected plus any life insurance to which you are entitled under the Additional Purchase Option below.

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

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

ADDITIONAL PURCHASE OPTION

Each Employee who elects portable coverage may be entitled to purchase an additional amount of term life insurance, provided he provides evidence of insurability satisfactory to Us, and provided he has not converted under the basic group policy the amount of group life insurance he elects under the Additional Purchase Option. The amount available under this Additional Purchase Option is set forth on the Application/Change Form. We will bill this additional coverage at the same rate and in the same quarterly, semiannual or annual premium mode as coverage continued under Portability.

ELIGIBILITY FOR PORTABILITY

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

1. you must have been insured under the Policy for at least one year prior to electing Portability; and
2. your Voluntary Term Life Insurance must have terminated; and
3. you must submit an application for Portability and the first premium within 31 days after the date your Voluntary Term Life Insurance terminated; and

4. you must not have exercised the right to convert under the Conversion of Life Insurance provision the amount of Voluntary Term Life Insurance you elect under the Portability Benefit. If you elect the Portability benefit, any amounts of Voluntary Term Life Insurance which are not ported may be converted in accordance with the terms of the Conversion of Life Insurance provision.

TERMINATION OF PORTABLE COVERAGE

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

1. upon your return to work with the same Policyholder while the Policy is still in force; or
2. upon your failure to pay the required premiums when due; or
3. the date the covered Employee reaches age 75; or
4. the date the Policy terminates.

CONVERSION

Upon termination of coverage under Portability, as set forth in item (3) or (4) above, the covered person may convert coverage to an individual policy subject to the Conversion of Life Insurance provision of this Policy. No Evidence of Insurability will be required. The amount of the conversion policy may not exceed the amount of life insurance which terminated as set forth in (3) or (4) above.

ACCELERATED DEATH BENEFIT (TX)

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

DEFINITIONS

Accelerated Death Benefit means up to 75% of the Terminally Ill Insured's Group Term Life Insurance amount in force on the date We receive due proof of loss as described in this provision.

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

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

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

Terminally Ill Insured means an Insured has a non-correctable health condition that, with reasonable medical certainty, will result in the death of the Insured within 12 months from the date of the Physician's Statement.

THE BENEFIT

We will pay an Accelerated Benefit during the lifetime of a Terminally Ill Insured if he or his legal representative elects an Accelerated Benefit and provides due proof of loss as described in this provision. The benefit will be paid in one sum to the Insured. The Accelerated Benefit amount is limited to a maximum of \$500,000 and a minimum of \$7,500, and is payable only once to any one Insured. There is no cost for an Accelerated Death Benefit.

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

EXCEPTIONS

The Accelerated Death Benefit will not be payable:

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

FURTHER PROVISIONS

Notice and Proof of Claim: The Insured must elect the Accelerated Death Benefit in writing in a form that is acceptable to Us. The Insured must furnish Proof that he is a Terminally Ill Insured, including a Physician's Statement, within 91 days of the notice of claim. If Proof is not given within 91 days, the claim will not be reduced or denied if Proof is given as soon as reasonably possible.

Examination: We, at Our own expense, have the right to have a Physician We designate examine the Insured. If the Insured's Physician and the Physician designated by the Company do not agree on the diagnosis of Terminal Illness, the opinion of the Company's Physician will govern.

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

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

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



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

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