Amendment No. 6

to the
Optional Group Term Life Insurance Contract No. GFZ39993S
(herein called the "Group Policy")
issued to the
Texas A&M University System
Effective September 1, 2008

I. The policyholder designation and signature section of the Group Policy is amended to read:

POLICYHOLDER NAME: The Texas A&M University System (herein called "A&M System" or the "System")

GROUP POLICY NUMBER: GFZ39993B

EFFECTIVE DATE: September 1, 2003

RENEWAL TERM: September 1, 2006 through August 31, 2008

COVERAGE EXTENDED: September 1, 2008 through August 31, 2009

INITIAL PREMIUM RATES: See attached Application

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

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

The first anniversary occurs on September 1, 2006 and all future anniversaries in twelve month intervals.

IN WITNESS WHEREOF, Fort Dearborn Life Insurance Company has caused this Policy to be executed at its home office in Chicago, Illinois.

[Signatures]

President

Secretary

II. The Eligible Dependents provision of this Policy is amended by the addition of the following paragraph:

Eligibility for a child may continue beyond age 25 if the child is mentally or physically unable to earn a living and is dependent on the Employee or the Retiree for support, provided:

1. the child was disabled prior to age 25; and

2. the child is still disabled at the time of application for coverage.
The disabled Eligible Dependent child will be considered a late applicant if an Employee or Retiree enrolls for life insurance coverage after the child reaches age 25, and evidence of insurability must be approved by Us before any coverage can become effective.

Nothing contained herein shall be held to alter or affect any of the terms and conditions of said policy other than as herein stated. All other terms of the original agreement shall remain in force and effect.

Executed this 24th day of June 2008.

For Fort Dearborn Life Insurance Company®

By: [Signature]
Title: President & C.E.O.

For The Texas A&M University System

By: [Signature]
Title: Chancellor

FDL1-504-TXAM-903-Amend.6
Amendment No. 5  
to the  
Optional Group Term Life Insurance Contract No. GFZ39993S  
(herein called the “Group Policy”)  
issued to the  
Texas A&M University System  
Effective September 1, 2003

I. The policyholder designation and signature section of the Group Policy is amended to read:

POLICYHOLDER NAME: The Texas A&M University System (herein called “A&M System” or the “System”)

GROUP POLICY NUMBER: GFZ39993B  
EFFECTIVE DATE: September 1, 2003  
RENEWAL TERM: September 1, 2006 through August 31, 2008  
INITIAL PREMIUM RATES: See attached Application

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

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

The first anniversary occurs on September 1, 2006 and all future anniversaries in twelve month intervals.

IN WITNESS WHEREOF, Fort Dearborn Life Insurance Company has caused this Policy to be executed at its home office in Chicago, Illinois.

[Signatures]

President  
Secretary

II. The Change in Coverage section of the Employee Enrollment and Effective Date of Coverage provision of the Group Policy is deleted in its entirety and replaced with the following:

CHANGE IN COVERAGE: Employees who are enrolled in Optional Life and/or Dependent Life insurance may reduce coverage amounts or cancel coverage at any time.

Increases in coverage amounts may be made after an Employee’s first 60 days of employment. No Evidence of Insurability will be required for the following coverage changes:

1. Increases in Optional Life coverage by one salary increment (except to five or six times pay) requested during Annual Enrollment;
2. Increases in Optional Life coverage by one salary increment (except to five or six times pay) due to a Change in Status;
II. The Change in Coverage section (continued)

3. Replacement of Optional Life coverage with Alternate Basic Life coverage in an equal or lesser amount. Evidence of Insurability will be required for the following coverage changes:

1. Increases in Optional Life coverage by more than one salary increment;
2. Increases in Optional Life coverage by any amount if not requested during Annual Enrollment or Change in Status;
3. Increases in Optional Life coverage to five or six times pay;
4. Replacement of Optional Life coverage with Alternate Basic Life coverage in an increased amount;
5. Replacement of Dependent Life Plan B with Dependent Life Plan A or Dependent Life Plan C;
6. After an Employee’s first 60 days of eligibility, if his spouse is also covered as an Employee:
   a. for transfer of Optional Life coverage to Dependent Life coverage, if the transfer results in an increased amount;
   b. for transfer of Dependent Life coverage to Optional Life coverage, if the transfer results in an increased amount.

Nothing contained herein shall be held to alter or affect any of the terms and conditions of said policy other than as herein stated. All other terms of the original agreement shall remain in force and effect.

Executed this 17th day of May 2006.

For Fort Dearborn Life Insurance Company

[Signature]

By: President & C.E.O.

For The Texas A&M University System

[Signature] No Signature Required

By:
Amendment No. 4
to the
Optional Group Term Life Insurance Contract No. GFZ39993S
(herein called the “Group Policy”)
issued to the
Texas A&M University System
Effective September 1, 2003

I. The following paragraph is added as the last paragraph of the Eligible Dependents section of the Eligibility Provisions of the Group Policy:

If an Employee whose spouse also works for the System:

1. is insured for Optional Life insurance as an Employee under this Policy, he may transfer his coverage to his spouse’s Dependent Life plan; or

2. is insured as a Dependent under his spouse’s Dependent Life plan, he may transfer his coverage to an Optional Life insurance plan under this Policy,

in accordance with the terms of the Change in Coverage section of the Employee Enrollment and Effective Date of Coverage provision of this Policy.

II. The following Item 6. is added to the Change in Coverage section of the Employee Enrollment and Effective Date of Coverage provision of the Group Policy:

6. After an Employee’s first 60 days of eligibility, if his spouse is also covered as an Employee:

   a. for transfer of Optional Life coverage to Dependent Life coverage, if the transfer results in an increased amount;

   b. for transfer of Dependent Life coverage to Optional Life coverage, if the transfer results in an increased amount.

III. The Eligibility section of the Accelerated Death - Terminal Illness Benefit provision is deleted in its entirety and replaced with the following provision:

Employees, Retirees and covered Dependents of Employees and Retirees are eligible to receive an Accelerated Death Benefit according to the following benefit provisions. Employee coverage under the Accelerated Death - Terminal Illness Benefit is subject to the Deferred Effective Date provision. An Employee must be Actively at Work on the date his coverage(s) under this benefit become effective. If he is not Actively at Work, the effective date of this benefit will be deferred until the first day he returns to Active Work.

Nothing contained herein shall be held to alter or affect any of the terms and conditions of said policy other than as herein stated. All other terms of the original agreement shall remain in force and effect.

Executed this 17th day of May 2006.

For Fort Dearborn Life Insurance Company

By: [Signature]
Title: [Position]

For The Texas A&M University System

By: [Signature]
Title: [Position]

FDL1-504-TXAM-903-Amend.4

2006-138-GRP-TAMU Amendment for OTL and BTL Policies
Amendment No. 3

to the

Optional Group Term Life Insurance Contract No. GFZ3993S
(herein called the "Group Policy")

issued to the

Texas A&M University System

Effective September 1, 2003

The following provision is added as the second sentence of Section 1. of the Employee Enrollment section of the Employee Enrollment and Effective Date of Coverage provision in the Group Policy:

If an Employee expresses a desire to have coverage begin on the first day of employment but no Benefit Orientation Meeting is scheduled in time to allow coverage to become effective on that date, we will grant an exception and coverage will become effective on the date of hire.

Nothing contained herein shall be held to alter or affect any of the terms and conditions of said policy other than as herein stated. All other terms of the original agreement shall remain in force and effect.

Executed this 26th day of August 2005.

For Fort Dearborn Life Insurance Company

By: __________________________
Title: __________________________

For The Texas A&M University System

By: __________________________
Title: No Signature Required

FDL1-504-TXAM-903-Amend.3
Amendment No. 2
to the
Optional Group Term Life Insurance Contract No. GFZ39993S
(herein called the "Group Policy")

issued to the
Texas A&M University System (herein called the "A&M System" or the "System")

Effective September 1, 2003
Ratifies changes by statute or Rule effective September 1, 2003
and relates back to those changes.

The Effect on Insurance paragraph of the Accelerated Death – Terminal Illness Benefit provision of the Group Policy is deleted in its entirety and replaced with the following:

EFFECT ON INSURANCE

When the Accelerated Death Benefit is paid:

1. the amount of life insurance otherwise payable upon the Terminally Ill Insured’s death, is reduced by the amount of the Accelerated Death Benefit. Any portion of the death benefit remaining after the reduction of the death benefit due to payment of an Accelerated Death Benefit shall be paid upon the death of the Terminally Ill Insured;

2. the amount of life insurance which could otherwise have been converted to an individual contract will be reduced by the amount of Accelerated Death Benefit; and

3. We agree to waive the premium for those individuals who have been approved for the Accelerated Death Benefit, including premium for Dependent Group Life Insurance if the individual approved for the Accelerated Death Benefit is an Employee who is covered for Dependent Group Life Insurance.

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

The Accelerated Death Benefit is not available for any Insured or covered Dependent who becomes Terminally Ill after coverage under Portability becomes effective.

Nothing contained herein shall be held to alter or affect any of the terms and conditions of said policy other than as herein stated. All other terms of the original agreement shall remain in force and effect.

Executed this first day of September, 2003.

For Fort Dearborn Life Insurance Company  For The Texas A&M University System

By: ____________________________  By: ____________________________
Title: President & C.E.O.  No Signature Required

FDL1-504-TXAM-903-Amend.2
2. If he enrolls within 60 days following his first date of employment or benefit eligibility, an Employee who is Actively at Work will become insured on the first of the month following electronic enrollment or receipt of the enrollment form in the Human Resources office or on his SGIP eligibility date.

3. As part of a correction period, if he waives coverage as of his SGIP eligibility date and decides to enroll within 45 days following his SGIP eligibility date, an Employee who is Actively at Work will become insured on the first of the month falling on or after the day the enrollment form is received in the Human Resources office.

B. The last paragraph of the Former Employee Enrollment subsection is deleted in its entirety and replaced with the following:

Coverage will become effective on the SGIP eligibility date or on the first of the month following electronic enrollment or receipt of the enrollment form in the Human Resources office. In the case of someone applying upon attaining eligibility status (#1 above), the SGIP eligibility date would be the first of the month following the 90th day after the application was received in the Human Resources office. In the case of someone applying during annual enrollment (#2 above) that date would be the next September 1 or December 1.

Nothing contained herein shall be held to alter or affect any of the terms and conditions of said policy other than as herein stated. All other terms of the original agreement shall remain in force and effect.

Executed this first day of September, 2003.

For The Texas A&M University System

By: No Signature Required

For Fort Dearborn Life Insurance Company

By: [Signature]

Title: President & C.E.O.
Amendment No. 1

to the

Optional Group Term Life Insurance Contract No. GFZ39993S

(herin called the “Group Policy”)

issued to the

Texas A&M University System (herein called the “A&M System” or the “System”)

Effective September 1, 2003

Ratifies changes by statute or Rule effective September 1, 2003

and relates back to those changes.

I. The Eligibility Provisions of the Group Policy are amended as follows:

A. Item 2, including 2(a) and 2(b), of paragraph two of the Employee and Retiree Eligibility subsection is deleted in its entirety and replaced with the following:

2. was an Employee of the A&M System as of 8-31-03 who subsequently becomes a retired Employee on 9-1-03 or later with at least three (3) years of service with the A&M System,

   a. whose last state employment was with the A&M System; and

   b. has at least five (5) years of service credit under TRS or ORP and is at least age 55 or has at least five (5) years of service credit with TRS or ORP and has a combination of age and service totaling 80 or has at least thirty (30) years of service with the A&M System; or

B. Item 4, including 4(a) and 4(b), of paragraph two of the Employee and Retiree Eligibility subsection is deleted in its entirety and replaced with the following:

4. is a former Employee returning to retire after 8-31-03 who has an intact TRS or ORP retirement account, was eligible to retire as of 8-31-03 under the rules as they existed on 8-31-03, with at least three (3) years of service with the A&M System,

   a. whose last state employment was with the A&M System,

   b. has at least five (5) years of service credit under TRS or ORP and is at least age 55 or has at least five (5) years of service credit with TRS or ORP and has a combination of age and service totaling 80; or

   c. has at least thirty (30) years of service with the A&M System; or

II. The Employee Enrollment and Effective Date of Coverage provision of the Group Policy is amended as follows:

A. Items 1, 2 and 3 of the Employee Enrollment subsection are deleted in their entirety and replaced with the following:

1. If he enrolls before or on his first day of employment, an Employee who is Actively at Work will become insured on his first day of employment or on the first of the month following the 90th day after his date of hire or benefit eligibility (hereafter known as the SGIP eligibility date).
FORT DEARBORN LIFE INSURANCE COMPANY
(A stock life insurance company herein called "We", "Us", "Our")
Chicago, Illinois
Administrative Office: P.O. Box 655403, Dallas, TX 75265-5403

Issues this Group Insurance Policy to:

POLICYHOLDER NAME: The Texas A&M University System (herein called "A&M System" or the "System")
GROUP POLICY NUMBER: GFZ39993S
EFFECTIVE DATE: September 1, 2003
INITIAL PREMIUM RATES: See attached Application

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

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

The first anniversary occurs on September 1, 2006 and all future anniversaries in twelve month intervals.

IN WITNESS WHEREOF, Fort Dearborn Life Insurance Company has caused this Policy to be executed at its home office in Chicago, Illinois.

[Signatures]
President

Secretary

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

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

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

THIS IS NOT A POLICY OF WORKERS’ COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS’ COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS’ COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS’ COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

THIS IS A LEGAL CONTRACT BETWEEN THE POLICYHOLDER AND FORT DEARBORN LIFE INSURANCE COMPANY
PLEASE READ CAREFULLY

NON-PARTICIPATING
GROUP TERM LIFE INSURANCE POLICY
(Optional)
Accelerated Death Benefits
Dependent Life Benefits
Dependent AD&D Benefits

FDL1-504-TXAM-903
IMPORTANT NOTICE

To obtain information or make a complaint:

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

  **1-800-778-2281**

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

  P.O. Box 655403
  Dallas, Texas 75265-5403

- You may contact the Texas Department of Insurance’s toll-free telephone number to obtain information on companies, coverages, rights or complaints at:

  **1-800-252-3439**

- You may write the Texas Department of Insurance at:

  P. O. Box 149104
  Austin, Texas 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 Fort Dearborn Life Insurance 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 obtener información o para someter una queja:

- Usted puede llamar al número de teléfono gratis de Fort Dearborn Life Insurance Company’s para información o para someter una queja al:

  **1-800-778-2281**

- Usted también puede escribir a Fort Dearborn Life Insurance Company al:

  P.O. Box 655403
  Dallas, Texas 75265-5403

- Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al número de teléfono gratis:

  **1-800-252-3439**

- Puede escribir al Departamento de Seguros de Texas:

  P. O. Box 149104
  Austin, Texas 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 el Fort Dearborn Life Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

- UNA ESTE AVISO A SU POLIZA: Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.
Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect policyholders if their life or health insurance company fails to or cannot meet its contractual obligations. Only the policyholders of insurance companies which are members of the Association are eligible for this protection. However, even if a company is a member of the Association, protection is limited and policyholders must meet certain guidelines to qualify. (The law is found in the Texas Insurance Code, Article 21.28-D.) BECAUSE OF STATUTORY LIMITATIONS ON POLICYHOLDER PROTECTION, IT'S POSSIBLE THAT THE ASSOCIATION MAY NOT COVER YOUR POLICY OR MAY NOT COVER YOUR POLICY IN FULL.

Eligibility for Protection by the Association

When an insurance company which is a member of the Association is designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are residents of Texas at the time that their insurance company is impaired and residents of other states, ONLY if the following conditions are met:

1) The policyholder has a policy with a company based in Texas;
2) The company has never held a license in the policyholder's state of residence;
3) The policyholder's state of residence has a similar guaranty association;
4) The policyholder is not eligible for coverage by the guaranty association of the policyholder's state of residence.

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:
- up to a total of $200,000 for one or more policies for each individual covered.

Life Insurance:
- net cash surrender value up to a total of $100,000 under one or more policies on any one life; or
- death benefits up to a total of $300,000 under one or more policies on any one life.

Individual Annuities:
- net cash surrender amount up to a total of $100,000 under one or more policies owned by one contractholder.

Group Annuities:
- net cash surrender amount up to $100,000 in allocated benefits under one or more policies owned by one contractholder.
- net cash surrender amount up to $5,000,000 in unallocated benefits under one contractholder regardless of the number of contracts.

THE INSURANCE COMPANY AND ITS AGENTS ARE PROHIBITED BY LAW FROM USING THE EXISTENCE OF THE ASSOCIATION FOR THE PURPOSE OF SALES, SOLICITATION, OR INDUCEMENT TO PURCHASE ANY FORM OF INSURANCE. WHEN YOU ARE SELECTING AN INSURANCE COMPANY, YOU SHOULD NOT RELY ON COVERAGE BY THE ASSOCIATION.

Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association
301 Congress, Suite 500
Austin, Texas 78701
800-982-6362

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439
DEFINITIONS

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

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

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

1. performing the normal duties of his occupation; and
2. at work during the time period required by the Policyholder.

Application means the document which sets forth the eligible classes, the amounts of insurance, and other relevant information pertaining to the plan of insurance for which the Policyholder applied. The Application is attached to and forms a part of this Policy, and shall include any subsequent amendments to the Application.

Annual Pay means an Employee’s annual budgeted pay on September 1 of each year. It does not include commissions, bonuses, overtime, longevity or hazardous duty pay or other fringe benefits. If the Employee is a less-than-12-month Employee, Annual Pay will be calculated by multiplying his monthly budgeted pay by 12. For the purposes of determining benefit amounts, Annual Pay will include salary increases received at a time other than September 1.

Change in Status means:

1. Employee’s marriage or divorce or death of Employee’s spouse; or
2. Birth, adoption or death of a dependent child; or
3. Change in Employee’s, spouse’s or dependent child’s employment status that affects benefit eligibility; or
4. Child become ineligible for coverage due to reaching age 25 or marrying; or
5. Changes in the Employee’s spouse’s or a dependent child’s residence that would affect eligibility for coverage; or
6. Employee’s receipt of a qualified medical child support order or letter from the Attorney General ordering the Employee to provide (or allowing the Employee to drop) medical coverage for a child; or
7. Changes made by a spouse or dependent child during his/her annual enrollment period with another employer; or
8. The Employee, spouse or dependent child becoming eligible or ineligible for Medicare or Medicaid; or
9. Significant employer- or carrier-initiated changes in or cancellation of the employee’s, spouse’s or dependent child’s coverage.

Child means:

1. a natural child;
2. an adopted child;
3. a stepchild who has a regular parent/child relationship with the Employee;
4. a foster child under a legally supervised foster care program;
5. a child for whom the Employee or Retiree are the legal guardian or legal managing conservator and with whom the Employee or Retiree has a regular parent/child relationship; and
6. a grandchild who lives with the Employee or Retiree.

The Insured may be required to provide legal papers to show his relationship to a child who is not his natural child.

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

Employee means an Actively at Work 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 time period required by the Policyholder and is reported on the Employer’s records for Social Security and withholding tax purposes.

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

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

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

**Policyholder** means The Texas A&M University System.
ELIGIBILITY PROVISIONS

EMPLOYEE and RETIREE ELIGIBILITY

The Eligibility requirements are set forth below; however, Eligibility for this plan is subject to change by the A&M System or the Texas Legislature. Employees and their dependents are eligible to participate in the life insurance plans under this Policy, including Dependent Life Insurance, if the employee:

1. is eligible to participate in the Teacher Retirement System of Texas (TRS) or Optional Retirement Program (ORP) and works at least 50% time for at least four and one half (4 ½) months or for a semester of more than four (4) months; or
2. is a graduate student Employee who works at least 50% time for at least four and one half (4 ½) months or for a semester of more than four (4) months.

A retiree and his dependents are also eligible if the retiree:

1. was a retired Employee as of 8-31-03 with at least three (3) years of service with the A&M System,
   a. whose last state employment was with the A&M System; and
   b. has met the eligibility requirements for retirement under TRS, whether or not he was a member of TRS; or
2. was an Employee of the A&M System as of 8-31-03 who subsequently becomes a retired Employee on 9-1-03 or later with at least three (3) years of service with the A&M System,
   a. whose last state employment was with the A&M System; and
   b. has at least five (5) years of service credit under TRS or ORP and is at least age 55 or has at least five (5) years of service credit with TRS or ORP and has a combination of age and service totaling 80; or
3. becomes an Employee of the A&M System after 8-31-03 and subsequently becomes a retired Employee with at least ten (10) years of service with the A&M System,
   a. whose last state employment was with the A&M System; and
   b. has at least ten (10) years of service credit under TRS or ORP and is at least age 65 or has at least ten (10) years of service credit with TRS or ORP and has a combination of age and service totaling 80; or
4. is a former Employee returning to retire after 8-31-03 who has an intact TRS or ORP retirement account, was eligible to retire as of 8-31-03 under the rules as they existed on 8-31-03, with at least three (3) years of service with the A&M System,
   a. whose last state employment was with the A&M System; and
   b. has at least five (5) years of service credit under TRS or ORP and is at least age 55 or has at least five (5) years of service credit with TRS or ORP and has a combination of age and service totaling 80; or
5. is a former Employee who was not employed with the A&M System or eligible to retire on 8-31-03 and is returning to retire after 8-31-03 who has an intact TRS or ORP retirement account, with at least ten (10) years of service with the A&M System,
   a. whose last state employment was with the A&M System; and
   b. has at least ten (10) years of service credit under TRS or ORP and is at least age 65 or has at least ten (10) years of service credit under TRS or ORP and has a combination of age and service totaling 80.

ELIGIBLE DEPENDENTS

Eligible Dependents include:

1. the spouse of an Employee or Retiree; and/or
2. the Employee’s or Retiree’s unmarried, dependent Child(ren) from live birth up to but not including age 25.

Coverage for a child may continue beyond age 25 only if the child is mentally or physically unable to earn a living and is dependent on the Employee or Retiree for support. The Employee or Retiree must notify the Personnel/Human Resources office of the child's disability before the child’s 25th birthday. Periodically, the
Employee or Retiree may be required to provide evidence of the child’s continuing disability and proof of support, but not more frequently than once every three months within the first two years.

A person cannot be insured as an Employee or Retiree and also as a Dependent under this Policy. If both the husband and the wife are covered as Insureds under this Policy, only one may enroll for life insurance coverage on Dependent child(ren).
EMPLOYEE ENROLLMENT and EFFECTIVE DATE OF COVERAGE

EMPLOYEE ENROLLMENT

An eligible Employee may enroll in Optional Life or Dependent Life insurance according to the benefit requirements when he first becomes eligible, and coverage will become effective as follows:

1. If he enrolls before or on his first day of employment, an Employee who is Actively at Work will become insured on his first day of employment. *See Amendment #3 (attached)*
2. If he enrolls before or on the first of the month following the 90th day after the date of hire or benefit eligibility (hereafter known as the SGIP eligibility date), an Employee who is Actively at Work will become insured on the first of the month following electronic enrollment or receipt of the enrollment form in the Human Resources office.
3. As part of a correction period, if he waives coverage as of his SGIP eligibility date and decides to enroll within 45 days following his SGIP eligibility date, an Employee who is Actively at Work will become insured on the first of the month falling on or after the day the enrollment form is received in the Human Resources office.

If an Employee does not enroll himself and his dependents within the above timeframes and chooses to enroll at a later date, the Employee is considered a late applicant. Late applicants must furnish evidence of insurability, including evidence of insurability for each eligible Dependent, and evidence of insurability must be approved by Us before coverage can become effective. If approved, coverage will become effective on the first of the month that falls on or after the day We approve such evidence of insurability.

FORMER EMPLOYEE ENROLLMENT

A retiree is eligible for coverage as a former Employee if he meets the eligibility requirement set forth above. He may enroll in Optional Life or Dependent Life without evidence of insurability:

1. if he applies for coverage within 60 days of his 65th birthday or within 60 days of leaving a TRS-eligible position with another non-state employer (i.e. ISD) after age 65 or within 60 days of meeting the "rule of 85" as it relates to age and years of service for purposes of benefit eligibility; or
2. if he applies for coverage during an annual enrollment period subsequent to meeting the above criteria; and
3. if applying for Optional Life or Dependent Life, at the time he left System employment he had an amount of coverage equal to or greater than the amount for which he chooses to enroll.

Coverage will become effective on the SGIP eligibility date. In the case of someone applying upon attaining eligibility status (#1 above), the SGIP eligibility date would be the first of the month following the 90th day after the application was received in the Human Resources office. In the case of someone applying during annual enrollment (#2 above) that date would be December 1.

CHANGE IN STATUS

If an Employee has a qualified Change in Status, he may enroll in specific life coverage after his first 60 days of eligibility without providing evidence of insurability, provided he submits the appropriate enrollment form to his Personnel/Human Resources office within 60 days of the Change in Status. He may enroll in Optional Life coverage of one half (1/2) or one (1) times pay, may enroll a new dependent in Dependent Life or may increase Optional Life coverage one (1) increment.

CHANGE IN COVERAGE

Employees who are enrolled in Optional Life and/or Dependent Life insurance may reduce coverage amounts or cancel coverage at any time.
Increases in coverage amounts may be made after an Employee's first 60 days of employment. No Evidence of Insurability will be required for the following coverage changes:

1. Increases in Optional Life coverage by one salary increment (except to six times pay) requested during Annual Enrollment;
2. Increases in Optional Life coverage by one salary increment (except to six times pay) due to a Change in Status;
3. Replacement of Optional Life coverage with Alternate Basic Life coverage in an equal or lesser amount.

Evidence of Insurability will be required for the following coverage changes:

1. Increases in Optional Life coverage by more than one salary increment;
2. Increases in Optional Life coverage by any amount if not requested during Annual Enrollment or Change in Status;
3. Increases in Optional Life coverage to six times pay;
4. Replacement of Optional Life coverage with Alternate Basic Life coverage in an increased amount;
5. Replacement of Dependent Life Plan B with Dependent Life Plan A or Dependent Life Plan C.

Changes in coverage become effective on the first of the month that falls on or after the date the Employee’s Benefit Change Form is received in the Personnel/Human Resources office or the Employee’s Evidence of Insurability is approved by Us, whichever is later. Employees must be Actively at Work on the day any increased coverage becomes effective, regardless of the reason for the increase.

EFFECTIVE DATE IF EVIDENCE OF INSURABILITY IS REQUIRED

All coverage that is subject to satisfactory Evidence of Insurability, if approved, will become effective on the first of the month that falls on or after the day We approve such evidence of insurability.

DEFERRED EFFECTIVE DATE

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

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

the effective date of any initial coverage or increased coverage will be deferred until the first day he returns to Active Work. An Employee will be considered Actively at Work if he was actually at work on the day immediately preceding:

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

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

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WAIVER OF DEFERRED EFFECTIVE DATE FOR SOME EMPLOYEES

We will waive the Actively at Work requirements of the Deferred Effective Date provision for Employees who are otherwise eligible for coverage under this Policy on its effective date, provided they were covered under the prior carrier's policy. We will pay all valid claims submitted on or after September 1, 2003, for Insureds who were not Actively at Work on the Effective Date of this Policy, provided they meet the requirements of the waiver of deferred effective date set forth above.

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.
BENEFICIARY PROVISIONS

THE BENEFICIARY

The Insured Employee is automatically the beneficiary for dismemberment benefits on himself. Each Insured must designate a beneficiary or beneficiaries to receive the proceeds from his Optional Life and Accidental Death and Dismemberment insurance. The Insured Employee is the primary beneficiary for all benefits payable for a covered dependent, and the Insured Employee may name a secondary beneficiary to receive the proceeds of Dependent Life insurance. Beneficiary designations must be made on a form provided by the Insured’s Personnel/Human Resources office in print or in electronic format. If two or more beneficiaries are named, payment of proceeds will be apportioned equally unless the Insured had specified otherwise. The Policyholder may not be named as beneficiary.

Unless otherwise provided by an Insured, if a beneficiary dies before the Insured, We will divide that beneficiary’s share equally between any remaining named beneficiaries. If no named beneficiary survives the Insured or if no beneficiary is designated by the Insured, We will pay the amount of insurance:

1. to the Insured’s spouse, if living; if not,
2. in equal shares to the then living natural or adopted children of the Insured, if any; if none,
3. in equal shares to the father and mother of the Insured, if living; if not,
4. in equal shares to the brother(s) and/or sister(s) of the Insured, if living; if not,
5. to the estate of the Insured.

If a beneficiary is a minor, or is not able to give a valid release for any payment of benefits made, We will pay the life proceeds to the legally appointed guardian or to another adult who has assumed the custody and principal support of the minor. This provision does not prevent Us from making payment to or for the benefit of a minor beneficiary in accordance with the applicable state law.

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

CHANGE OF BENEFICIARY

An Insured may change his beneficiary designation(s) at any time in paper format by completing the appropriate change request form, and submitting it to his Personnel/Human Resources office in print or in electronic format. No written or electronic request for change of beneficiary will be effective until it is recorded by the Policyholder. After it has been so recorded, it will take effect on the later of the date the Insured signed the change request form or the date he specifically requested. If the Insured dies before the change has been recorded, We will not alter any payment that We have already made. Any prior payment shall fully discharge Us from further liability in that amount.
GROUP TERM LIFE INSURANCE BENEFIT

BENEFIT

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

1. He is insured under this Policy on the date of death, and
2. We receive proof of death.

Optional Life insurance will be payable in accordance with all Policy provisions and the amount will be determined according to the Application of the Policyholder and the enrollment form of the Insured.

CONVERSION OF LIFE INSURANCE

Conversion if Eligibility Terminates:

An Insured may convert to an individual policy of life insurance without evidence of insurability if his life insurance, or a portion of it, ceases because:

1. He is no longer employed by the Policyholder; or
2. He is no longer eligible for life insurance; or
3. He retires and experiences a decrease in coverage; or
4. He is no longer eligible for Waiver of Premium and experiences a decrease in coverage.

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

Conversion if Policy is Terminated or Amended:

An Insured may also convert to an individual policy of life insurance without evidence of insurability if his life insurance ceases because:

1. This Policy terminates; or
2. This Policy is amended making him ineligible for life insurance.

The amount of insurance converted in either of these situations may be up to 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.

Conditions for Conversion:

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

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

The premium for the individual policy will be based on:

1. Our current rates based upon the applicant’s attained age on his last birthday; and
2. on the amount of the individual policy.

If application is made for an individual policy, the coverage under the individual policy will be effective on the day following the 31-day period during which the applicant could apply for conversion. If the Insured dies during a period when he would have been entitled to have an individual policy issued to him and if he dies before such an individual policy became effective, We will pay his beneficiary the greatest amount of group term life insurance for which an individual policy could have been issued, provided:

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

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

If an Insured has elected Portability, conversion is not available unless coverage under Portability terminates. Conversion from Portability will be as specified under the Portability provision.

WAIVER OF PREMIUM

An Insured's Optional Life insurance and Dependent Life insurance coverage may be continued under certain conditions if the Insured becomes totally and permanently disabled, and premiums will be paid by the A&M System.

Discontinuance of this Policy shall operate to terminate Fort Dearborn's liability for any Insured whose coverage had been continued under this Waiver of Premium provision.

The Waiver of Premium Benefit is not available for any Insured whose Total Disability begins after coverage under Portability becomes effective.
ACCELERATED DEATH - TERMINAL ILLNESS BENEFIT

ELIGIBILITY

Employees and their covered Dependents are eligible to receive an Accelerated Death Benefit according to the following benefit provisions. Coverage under the Accelerated Death - Terminal Illness Benefit is subject to the Deferred Effective Date provision. An Insured must be Actively at Work on the date his coverage(s) under this benefit become effective. If he is not Actively at Work, the effective date of this benefit will be deferred until the first day he returns to Active Work.

DEFINITIONS

**Accelerated Death Benefit** means 25% to 50% of the Terminally Ill Insured’s group term life insurance amount in force on the date that We receive due proof of loss as described in this provision. Terminally Ill Insureds whose life insurance amount is less than $50,000 are eligible to receive an Accelerated Death Benefit of up to $25,000, not to exceed the combined total of Basic and Optional Life benefits.

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

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

1. is made at the Insured’s or Dependent’s expense; and
2. indicates that the Insured or Dependent 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 or Dependent’s expected remaining life span; and
5. is acceptable to Us.

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

BENEFIT PAYMENT

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

If the Insured’s group term life insurance will reduce, due to age, within 12 months after the date We receive proof, the benefit will be 25% to 50% of the reduced group term life insurance benefit.

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

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

EXCEPTIONS

The benefit will not be payable:

1. if the Terminal Illness is a result of:
a. attempted suicide, while sane or insane; or
b. self-inflicted injury; or
2. if the Terminally Ill Insured’s life insurance benefit has been assigned; or
3. if the Insured’s life insurance benefit is payable to an irrevocable beneficiary, including notification to Us that such benefit or a portion of such benefit is to be paid to a former spouse as part of a divorce or separation agreement.

NOTICE AND PROOF OF CLAIM

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

EFFECT ON INSURANCE

When the Accelerated Death Benefit is paid:

1. the amount of life insurance otherwise payable upon the Terminally Ill Insured’s death, is reduced by the amount of the Accelerated Death Benefit. Any portion of the death benefit remaining after the reduction of the death benefit due to payment of an Accelerated Death Benefit shall be paid upon the death of the Terminally Ill Insured;
2. the amount of life insurance which could otherwise have been converted to an individual contract will be reduced by the amount of Accelerated Death Benefit; and
3. We agree to waive the premium for those individuals who have been approved for the Accelerated Death Benefit.

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

The Accelerated Death Benefit is not available for any Insured or covered Dependent who becomes Terminally Ill after coverage under Portability becomes effective.
PORTABILITY

THE PORTABILITY BENEFIT

If an Insured’s Group Life Insurance, or any portion of it, terminates due to retirement, termination of employment or loss of eligibility, he may elect to continue his Life Insurance under the terms of the Policy by paying premiums quarterly, semiannually, or annually directly to Fort Dearborn. If an Insured elects Portability, he may also elect to continue Dependent Life Insurance, but he may not apply for Dependent Life Insurance at the time he applies for Portability.

The premiums for the Group Life Insurance continued under Portability will be based on:

1. Our current rates for the applicant's age and class of risk at the time he elects Portability; and
2. the amount of life insurance continued under Portability.

The maximum amount of Life Insurance which may be continued under Portability is the amount of life insurance which terminated.

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

The Waiver of Premium Benefit is not available for any Insured whose Total Disability begins after coverage under Portability becomes effective. The Accelerated Death Benefit is not available for any Insured who becomes Terminally Ill after coverage under Portability becomes effective.

ELIGIBILITY FOR PORTABILITY

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

1. he must have been insured under the Policy prior to electing Portability; and
2. his Life Insurance, or a portion of it, must have terminated due to retirement, termination of employment or loss of eligibility; and
3. he must submit an application for Portability and the first premium within 31 days after the date his Life Insurance terminated; and
4. he must not have exercised the right to convert under the Conversion of Life Insurance provision the amount of Life Insurance he elects under the Portability Benefit. If an Insured elects the Portability benefit, any amounts of Life Insurance which are not ported may be converted in accordance with the terms of the Conversion of Life Insurance provision.

An Insured is eligible to elect Portability of Dependent Life Insurance if the following conditions are met:

1. he must have been insured for Dependent Life Insurance under the Policy prior to electing Portability; and
2. the Insured must be eligible to elect Portability of his Group Life Insurance as set forth above; and
3. he must submit an application for Portability of Dependent Life Insurance and the first premium within 31 days of the date his coverage terminated; and
4. the covered Dependent must not have exercised the right to convert under the Dependent Life Insurance Conversion provision the amount of Life Insurance he elects under the Portability Benefit. If the Insured elects Portability of Dependent life insurance, any amounts of Life Insurance which are not ported may be converted in accordance with the terms of the Dependent Life Conversion Privilege provision.
An Insured’s spouse who is covered as a Dependent under the Dependent Life Insurance provision of this Policy is eligible to elect Portability if the following conditions are met:

1. he must have been insured for Dependent Life Insurance under this Policy prior to electing Portability; and
2. his insurance has terminated because he no longer meets the Policy’s definition of an eligible Dependent;
3. he must submit an application for Portability and the first premium within 31 days after the date his Life Insurance terminated; and
4. he must not have exercised the right to convert under the Dependent Life Insurance Conversion provision the amount of Life Insurance he elects under the Portability Benefit. If the covered spouse elects Portability of Dependent Life Insurance, any amounts of Life Insurance which are not ported may be converted in accordance with the terms of the Dependent Life Conversion Privilege provision.

PREMIUM RATES FOR PORTABLE COVERAGE

We will charge the quarterly premium set forth below for Life Insurance continued under the Portability provision until the first policy anniversary. Following the first policy anniversary, we may change the rates for portability of Life Insurance in accordance with the Premium Provisions of this Policy. If an insured Employee or covered spouse has used tobacco products in the last 12 months, the tobacco rates will apply.

<table>
<thead>
<tr>
<th>Attained Age</th>
<th>Non-Tobacco</th>
<th>Tobacco</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 30</td>
<td>$ .45</td>
<td>$ .87</td>
</tr>
<tr>
<td>30 – 34</td>
<td>$ .51</td>
<td>$ .93</td>
</tr>
<tr>
<td>35 – 39</td>
<td>$ .72</td>
<td>$ 1.26</td>
</tr>
<tr>
<td>40 – 44</td>
<td>$ 1.23</td>
<td>$ 2.01</td>
</tr>
<tr>
<td>45 – 49</td>
<td>$ 1.71</td>
<td>$ 3.75</td>
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<tr>
<td>50 – 54</td>
<td>$ 2.85</td>
<td>$ 6.09</td>
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<tr>
<td>55 – 59</td>
<td>$ 4.95</td>
<td>$11.01</td>
</tr>
<tr>
<td>60 – 64</td>
<td>$ 7.77</td>
<td>$13.44</td>
</tr>
<tr>
<td>65 – 69</td>
<td>$12.27</td>
<td>$21.63</td>
</tr>
</tbody>
</table>

TERMINATION OF PORTABLE COVERAGE

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

1. the date the Insured returns to work with the Policyholder while the Policy is still in force; or
2. the date the Insured or covered spouse fails to pay the required premiums when due; or
3. the date the Insured or covered spouse attains age 70; or
4. the premium due date following the date a Dependent ceases to be Dependent as defined herein.

CONVERSION AFTER PORTABILITY

If coverage under Portability terminates according to (3) or (4) above, a covered person may convert to an individual policy of whole life insurance in accordance with the terms of the Conversion of Life Insurance provision. No Evidence of Insurability will be required. The amount of the conversion policy may not exceed the amount of life insurance which terminated as set forth in (3) or (4) above.
DEPENDENT GROUP LIFE INSURANCE

BENEFIT

We will pay an Insured the amount of insurance on the life of his Dependent(s) while the Insured's insurance is in force. Payment will be in one lump sum in accordance with all Policy provisions and the amount will be determined according to the Application of the Policyholder and, if applicable, the enrollment form of the Insured.

If the Insured is not living at the time Dependent life insurance benefits become payable, We will pay the benefit as follows:

1. to the Secondary Beneficiary, if the Insured designated a Secondary Beneficiary;
2. to the Insured’s spouse, if living; if not,
3. to the executor or administrator of the Insured's estate.

DEPENDENT LIFE CONVERSION PRIVILEGE

Conversion if Eligibility Terminates:

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

1. the Insured is no longer employed by the Policyholder; or
2. the Insured is no longer in a class which is eligible for Dependent life insurance; or
3. the Dependent no longer meets the definition of an eligible dependent; or
4. the Insured dies.

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

Conversion if Policy is Terminated or Amended:

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

1. this Policy terminates; or
2. This Policy is amended to exclude the Dependent Life benefit; or
3. this Policy is amended making the Insured ineligible for Dependent life insurance.

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 Dependent becomes eligible under this or any other group policy within 31 days after the date his life insurance ceased; or
2. $10,000.

Conditions for Conversion:

We must receive a written application and the first premium for the individual life insurance policy within 31 days after the insurance under this Policy ceases. No evidence of insurability will be required.
The individual policy will be a policy of whole life insurance. It will not contain Accidental Death and Dismemberment benefits or any 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 last birthday; and
2. on the amount of the individual policy.

If the Dependent applies for an individual policy, the coverage under the individual policy will be effective on the day following the 31-day period during which he could apply for conversion. If the Dependent dies during a period when he would have been entitled to have an individual policy issued to him and if he dies before such an individual policy became effective, We will pay the greatest amount of group term life insurance for which an individual policy could have been issued, provided:

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

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

If an Insured has elected to continue Dependent Life Insurance under Portability, conversion is not available unless coverage under Portability terminates. Conversion from Portability will be as specified under the Portability provision.
ACCIDENTAL DEATH, DISMEMBERMENT, AND LOSS OF SIGHT BENEFIT

BENEFIT

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

1. occur within 90 days of the Accident; and
2. be the direct and sole result of the Accident; and
3. be independent of all other causes.

Table of Losses:

<table>
<thead>
<tr>
<th>Principal Sum for Loss of:</th>
<th>One-half of the Principal Sum for Loss of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Life</td>
<td>Sight of One Eye</td>
</tr>
<tr>
<td>Both Hands</td>
<td>One Hand</td>
</tr>
<tr>
<td>Both Feet</td>
<td>One Foot</td>
</tr>
<tr>
<td>One Hand and One Foot</td>
<td></td>
</tr>
<tr>
<td>Sight of Both Eyes</td>
<td></td>
</tr>
<tr>
<td>One Hand and the Sight of One Eye</td>
<td></td>
</tr>
<tr>
<td>One Foot and the Sight of One Eye</td>
<td></td>
</tr>
</tbody>
</table>

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

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

LIMITATIONS

We will not pay any benefit for any Loss that, directly or indirectly, results in any way from or is contributed to by:

1. suicide;
2. intentionally self-inflicted injury or sickness;
3. a disease or illness of any kind, physical or mental infirmity; or medical or surgical treatment of these;
4. ptomaine or bacterial infection, except infection as a result of an accidental cut or wound; or
5. the Insured’s participation in, or as a result of his having participated in the commission of a felony.

NOTICE OF CLAIM

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

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

PROOF OF LOSS

We must receive written proof of loss within 91 days after the date of the loss for which claim was made. If it can be shown that it was not reasonably possible to furnish such proof and that such proof was furnished as soon as reasonably possible, failure to furnish proof of loss within 91 days will not invalidate or reduce any claim.

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

PHYSICAL EXAMINATION

We have the right and opportunity to examine the person of a covered Dependent when and so often as it may be reasonably necessary during the pendency of a claim under this Policy, but not more frequently than once every 3 months.

LEGAL ACTION

No action at law or in equity may begin prior to 60 days after We receive valid written proof of loss. No such action may begin after 3 years from the day written proof of loss was required.
We will charge the rates set forth in this Policy until the first anniversary of this Policy. However, these rates may be changed as mutually agreed to by both parties on any premium due date if Policy provisions or benefits are changed. Following the first Policy Anniversary, the A&M System may renew this Policy for an additional two year period commencing September 1, 2006, and ending on August 31, 2008, subject to satisfactory performance and mutually agreeable renegotiation of rates.

PAYMENT OF PREMIUMS

The premium due date will be the 20th or the next business day following the 20th of the month following the given month for which coverage has been provided.

Premium charges will begin on the effective date which coincides with or next follows:

1. the addition of new Insureds;
2. the addition of Dependent coverage;
3. the addition of any Optional coverage; and
4. an increase in the Optional insurance amount elected by an Insured.

Premium charges will begin on the September 1 following the date of a mid-year salary increase which causes an increase in the amount of Optional insurance.

Premium charges for terminated Employees, decreases in insurance amounts, or termination of Dependent or Optional coverage will end on the effective date which coincides with or next follows the termination or the change in amount.

This method of charging premium will neither commence any insurance after the date it would otherwise begin nor extend any insurance coverage beyond the date it would otherwise terminate pursuant to the applicable eligibility or termination provisions of this Policy.

GRACE PERIOD

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

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

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

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

NONPARTICIPATING

This Policy does not share in the earnings of the company.
TERMINATION OF EMPLOYEE COVERAGE

Unless life insurance is continued under Portability, Optional Life insurance coverage will end on the earliest of the following dates:

1. the date this Policy is canceled;
2. the end of the last month for which premiums were paid;
3. the last day of the plan year if the Insured drops coverage during Annual Enrollment;
4. the last day of the month in which the Insured requests that his coverage be canceled;
5. the last day of the month in which the Insured’s employment ends or he becomes ineligible for coverage; or
6. the day the System stops participating in the plan.

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

1. the date this Policy is canceled;
2. the end of the last month for which the Insured paid the required premium;
3. the last day of the plan year if the Insured drops coverage during Annual Enrollment;
4. the last day of the month in which the Insured requests that Dependents’ Life coverage be dropped;
5. the last day of the month in which the Dependent no longer meets this Policy’s definition of an eligible dependent;
6. the last day of the month in which the Insured dies;
7. the last day of the month in which the Insured’s employment ends or he becomes ineligible for coverage; or
8. the day the System stops offering Dependent Life insurance coverage.

EXTENSION OF BENEFITS

If a Dependent’s life insurance ends because of the Insured’s death, the Dependent’s death benefit will be extended and paid if the dependent dies within six (6) months after the date of the Insured’s death. The extended death benefit will be paid to the designated secondary beneficiary, if any, or to the Insured’s spouse, if living; if not, the benefit will be paid to the executor or administrator of the Insured’s estate.

LEAVE OF ABSENCE

If an Insured takes a paid leave of absence, his coverage will continue and premiums will be deducted from his pay. If an Insured takes an unpaid leave of absence, he must elect:

1. to continue coverage, provided premiums continue to be paid when due; or
2. to cancel his coverage.

If the Insured continues coverage during an unpaid leave, the coverage amount and premium will be the same as the premium immediately prior to the leave, unless a change in age bracket occurs.

If the Insured cancels his life insurance coverage(s), We will automatically reinstate coverage in the amount that was terminated without evidence of insurability upon the Insured’s return to employment, regardless of the plan year.

DISABILITY

If an Insured is no longer Actively at Work as a result of a disability, he may continue to be eligible for life insurance coverage, until the end of the twelfth month following the month in which the disability began, or longer if approved by the CEO or his designee, provided all premiums are paid when due.
REDUCTION OF WORK HOURS

If an Insured’s work hours are reduced to less than 50% time, he may continue his full amount of coverage if he had been covered under the plan for at least four and one half (4½) continuous months, provided all premiums are paid when due. If an Insured’s work hours are reduced to between 50% and 99% time, he may keep the same level of benefits in force prior to the reduction.

TERMINATION OF POLICY

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

Subject to satisfactory performance and mutually agreeable renegotiation of rates after the three-year guaranteed rate period, the A&M System may renew this Policy for an additional two year period commencing September 1, 2006 and ending August 31, 2008.

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

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

ENTIRE CONTRACT

This Policy, the attached Application, and the enrollment forms of the Insureds are considered to be the entire contract.

STATEMENTS

We consider any statements made by the Policyholder or any Insured, in the absence of fraud, to be representations and not warranties. No such statement shall be used in defense to a claim under the Policy unless it is contained in a written application signed by the Insured and a copy of such application is or has been given to him or to his beneficiary or personal representative.

POLICY AMENDMENTS

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

INDIVIDUAL CERTIFICATES

We will deliver a certificate to each Insured. It explains the insurance coverage provided under the Policy, to whom benefits are payable, and the rights and conditions set forth in the conversion provision. We will send a certificate amendment to each Insured if this Policy is amended.

INCONTESTABILITY

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

MISSTATEMENT OF AGE

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

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

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

POLICYHOLDER RECORDS

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

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

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

ASSIGNMENT

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

RETENTION OF DISCRETION

Fort Dearborn Life Insurance Company shall have the exclusive right to interpret the terms of the Certificate, Schedule of Benefits, Riders and Endorsements. The decision about whether to pay any claim, in whole or in part, is within the sole discretion of Fort Dearborn Life and such decisions shall be final and conclusive.