

Long-Term Disability Insurance

Employee Benefit Booklet



FORT DEARBORN LIFE INSURANCE COMPANY
Downers Grove, Illinois

Chabot-Las Positas Community College District

Group Number: F006604-0001

Class 1-02



Fort Dearborn Life Insurance Company

Group Certificate

Fort Dearborn Life Insurance Company
(A stock life insurance company)
Administrative Office: 1020 31st Street, Downers Grove, IL. 60515-5591

This Certificate replaces any Long Term Disability Certificate previously issued to you by Fort Dearborn Life Insurance Company (referred to herein as "we," "our" and "us").

Fort Dearborn Life Insurance Company Certifies that the Holder of this Certificate, while entitled to the benefits described in this Certificate if eligible for insurance under the provisions of the Policy and according to the records of the policyholder, is insured subject to all the terms and conditions contained in the Policy.

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY. It does not form a part of the Policy, nor does it amend, extend or alter the coverage provided by the Policy. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the Policy. In case of dispute, you should refer to the language contained in the Policy.

President

Secretary

**Group Long Term Disability
Income Insurance Certificate**

2-LTD-86-1.0

CERTIFICATE INDEX

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SECTION I: SCHEDULE OF BENEFITS

POLICYHOLDER: PREFERRED EMPLOYERS GROUP INSURANCE TRUST

PARTICIPATING EMPLOYER: CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

POLICY NUMBER: F006604-0001

EFFECTIVE DATE: As defined in the Participation Agreement

CLASS OF INSUREDS

DEFINITION

1-02 All active full-time employees with less than 5 years of credited service with the State Teachers Retirement System of California, Certified employees age 60 or over and all Classified Employees

Amount of Insurance: 66 2/3% of Basic Monthly Earnings, not to exceed the Maximum Monthly Benefit, less Other Income Benefits.

The Maximum Monthly Benefit is \$ 5,000.

The Minimum Monthly Benefit is \$ 100.

Elimination Period: 60 Days or to the end of accumulated sick leave, whichever is greater.

MAXIMUM BENEFIT PERIOD FOR DISABILITY

AGE AT DISABILITY

Less than Age 60
Age 60
Age 61
Age 62
Age 63
Age 64
Age 65
Age 66
Age 67
Age 68
Age 69 and Over

BENEFIT DURATION

To Normal Social Security Retirement Age (NSSRA)*
60 months or to NSSRA*, whichever is greater
48 months or to NSSRA*, whichever is greater
42 months or to NSSRA*, whichever is greater
36 months or to NSSRA*, whichever is greater
30 months or to NSSRA*, whichever is greater
24 months
21 months
18 months
15 months
12 months

*Age at which the Insured is entitled to unreduced Social Security benefits based on the Social Security Amendments of 1983.

SECTION II TERMS YOU SHOULD KNOW

Many terms used in your certificate of coverage have special meanings. A list of these terms and meanings follows:

ACTIVE EMPLOYMENT means you must be working:

1. for your employer on a permanent full-time basis and paid regular earnings;
2. at least the minimum number of hours shown in the Application and either:
 - a. at your employer's usual place of business; or
 - b. at a location to which your employer's business requires you to travel.

ANNUAL SALARY means those earnings in effect for the twelve month period immediately prior to the date disability begins. It does not include bonuses, overtime pay, extra compensation or commissions.

BASIC MONTHLY EARNINGS or PREDISABILITY INCOME means your monthly rate of earnings from your employer in effect immediately prior to the date disability begins. It does not include bonuses, overtime pay, other extra compensation, or commissions.

COMPANY means Fort Dearborn Life Insurance Company.

DISABILITY BENEFIT - when used with the term retirement plan means money which:

1. is payable under a retirement plan due to disability as defined in the plan; and
2. does not reduce the amount of money which would have been paid as retirement benefits at the normal retirement age under the plan if the disability had not occurred. (If the payment does cause such a reduction, it will be deemed a retirement benefit as explained in this certificate of coverage.)

ELIGIBILITY DATE means the date you become eligible for insurance after completing the waiting period shown in the Application.

ELIMINATION PERIOD means a period of consecutive days of disability for which no benefit is payable. The elimination period is shown in the Application and begins on the first day of disability.

Exception: If you return to work for any 7 or less days during the elimination period and cannot continue, we will count only those days you are disabled to satisfy the elimination period.

EMPLOYER means the policyholder and includes any division, any subsidiary or any affiliated company named in the policy.

EVIDENCE OF INSURABILITY means a statement or proof of your medical history upon which we will determine your acceptance for insurance.

HOME OFFICE means Fort Dearborn Life Insurance Company, 300 E. Randolph Street, Chicago, Illinois 60601-5099.

SICKNESS means illness or disease. It includes pregnancy unless excluded in the General Exclusion section of this certificate of coverage. Disability must begin while you are insured under this policy.

GROSS MONTHLY BENEFIT means your monthly benefit before any reduction for other income benefits and earnings.

INJURY means bodily injury resulting directly from an accident and independently of all other causes. The injury must occur and disability must begin while you are insured under the policy.

(Exception: Any disability which begins more than 60 days after an injury will be considered a sickness for the purpose of determining benefits under the policy.)

MONTHLY BENEFIT means the amount we will pay you when you are disabled.

PHYSICIAN means a person who:

1. is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
2. is legally qualified as a medical practitioner operating within the scope of his license; and
3. is not an employee or his spouse, daughter, son, father, mother, sister, or brother.

PRE-DISABILITY EARNINGS - See definition of Basic Monthly Earnings.

RETIREMENT BENEFIT, when used with the term retirement plan, means money which:

1. is payable under a retirement plan either in a lump sum or in the form of periodic payments;
2. does not represent contributions made by you (payments which represent your contributions are deemed to be received over your expected remaining life regardless of when such payments are actually received); and
3. is payable upon:
 - a. early or normal retirement; or
 - b. disability if the payment does reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred.

RETIREMENT PLAN means a plan which provides your retirement benefits and which is not funded wholly by your contributions. The term shall not include: a 401(K), profit-sharing plan, thrift plan, informal salary continuation plan, individual retirement account (IRA), tax sheltered annuity (TSA), stock ownership plan, or a non-qualified plan of deferred compensation.

2-LTD-89-5.0

Definitions
(Continued)

WAITING PERIOD as shown in the Application, means the continuous length of time you must serve in an eligible class to reach your eligibility date. Credit will be given for any portion of your Waiting Period satisfied prior to an approved family or medical leave of absence.

2-LTD-90-5.0a FAM. LEAVE

Definitions
(Continued)

**SECTION II
DEFINITIONS**

If you are a full-time active employee, you are eligible for the 24 month own occupation benefit.

TOTAL DISABILITY or TOTALLY DISABLED means that during the elimination period and the next 24 months of disability you are:

1. unable to perform all of the material and substantial duties of your occupation on a full-time basis because of a disability:
 - a. caused by injury or sickness;
 - b. that started while you are insured under this coverage; and
2. after 24 months of benefits have been paid, you are unable to perform with reasonable continuity all of the material and substantial duties of your own or any other occupation for which you are or become reasonably fitted by training, education, experience, age and physical and mental capacity.

2-LTD-89-6.1a

Total Disability 24 Month Own Occupation

With respect to insureds employed as pilots, co-pilots and crew of aircraft:

"Total disability" or "totally disabled" means because of injury or sickness you cannot perform the material duties of any gainful occupation for which you are or become reasonably fitted by training, education or experience. The loss of a pilot's license for any reason does not, in itself, constitute total disability.

2-LTD-86-6.2a

Total Disability For Pilots

SECTION III

ENROLLMENT AND DATE INSURANCE STARTS

WHEN CAN YOU ENROLL?

You can enroll if you are:

1. in active employment with your employer; and
2. in a class eligible for insurance.

WHEN DOES INSURANCE START?

Insurance will start at 12:01 a.m. on the day determined as follows, but only if you enroll for insurance with us through your employer on a form satisfactory to us.

1. If you do not contribute toward the plan's cost, your insurance will start on your eligibility date.
2. If you do contribute toward the plan's cost, your insurance will start on the latest of these dates:
 - a. the date you enroll if you do so on or before the 31st day after your eligibility date.
 - b. the date we give approval, if you:
 - i. apply more than 31 days after your eligibility date; or
 - ii. terminated your insurance while still eligible.

In the case of i. and ii. above, you must submit, at your expense, an application and evidence of insurability to us for approval.

But, no initial, increased or additional insurance will apply to you if you are not in active employment because of a disability on the date such insurance otherwise would become effective. Such insurance will start for you on the day you return to active full-time employment.

If you enter another eligible class, you will not be eligible for any additional benefits until you have completed a 30-day waiting period, and have been actively at work one full day in the new class.

SECTION IV - BENEFITS

PROOF OF DISABILITY

WHEN DO DISABILITY BENEFITS BECOME PAYABLE?

We will pay your benefit a month after the end of the elimination period when we have proof that you:

1. are disabled due to sickness or injury; and
2. require the regular attendance of a physician.

WHAT CONDITIONS MUST BE MET FOR BENEFIT PAYMENTS TO CONTINUE?

We will pay you as long as you remain disabled and require the regular attendance of a physician. But we will not pay a benefit any greater than your amount of insurance or any longer than the maximum benefit period shown in the Schedule of Benefits.

Also, you must give us proof of these facts at your own expense, when we ask for it.

HOW IS THE BENEFIT FIGURED?

To figure the amount of your monthly benefit:

1. Take the amount of monthly benefit elected.
2. Take the lesser of:
 - a. the amount figured in step (1) above; or
 - b. the maximum monthly benefit shown in the Schedule of Benefits; and then
3. Deduct other income benefits, shown on the next page from this amount.

This is the total disability benefit which you may receive.

Your monthly benefit will never be less than the minimum benefit shown in your Schedule of Benefits.

2-LTD-89-8.3

Standard Integration

WHAT ARE "OTHER INCOME BENEFITS"?

Other income benefits means those benefits shown below:

1. The amount for which you are eligible under:
 - a. Workers' or Workmen's Compensation Law;
 - b. occupational disease law; or
 - c. any other act or law of like intent.
2. The amount of any disability income benefits for which you are eligible under any compulsory benefit act or law.
3. The amount of any disability income benefits for which you are eligible under:
 - a. any other group insurance plan of your employer;
 - b. any governmental retirement system as a result of your job with your employer.
4. The amount of benefits you receive under your employer's retirement plan as follows:
 - a. any disability benefits;
 - b. any retirement benefits.
5. The amount of disability or retirement benefits under the United States Social Security Act, the Canada Pension Plan, or the Quebec Pension Plan, or any similar plan or act, as follows:
 - a. disability or unreduced retirement benefit for which:
 - i. you are eligible; and
 - ii. your spouse, child or children are eligible because of your disability for unreduced retirement benefits; or
 - iii. your spouse, child, or children are eligible because of your eligibility for unreduced retirement benefits; or
 - b. reduced retirement benefits received by:
 - i. you; and
 - ii. your spouse, child and children because of your receipt of the reduced retirement benefits.
6. The amount of earnings you earn or receive from any form of employment.
7. The amount of earnings you receive from any sick leave or formal salary continuation plan paid by your employer.

These other income benefits, except retirement benefits, must be payable as a result of the same disability for which we pay a benefit.

WHAT HAPPENS IF YOU RECEIVE INCREASES IN THESE OTHER INCOME BENEFITS?

After the first deduction for each of the other income benefits, we will not further reduce your monthly benefit due to any cost of living increases payable under these other income benefits. This provision does not apply to increases received from any form of Employment.

WHAT IF YOU RECEIVE LUMP SUM PAYMENTS?

We will prorate other income benefits which are paid in a lump sum on a monthly basis over the time period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over your expected lifetime. In each case, the amount to be prorated will be calculated by an actuary based on a morbidity table, with interest, or a mortality table, with interest, depending on the source of the lump sum.

WHEN DOES THE TOTAL DISABILITY MONTHLY BENEFIT CEASE?

The monthly benefit will cease on the earliest of:

1. the date your disability ends; or
2. the date you die; or
3. the end of the maximum benefit period.
4. the date your current earnings exceed 85% of your pre-disability earnings.

NOTE: Because your current earnings may fluctuate, your insurance company may average your earnings over three (3) consecutive months rather than immediately terminating your benefit once 85% of your pre-disability income has been reached.

BENEFIT PERIOD EXTENSION

The maximum benefit period is shown in the Schedule of Benefits. However, benefits will be extended beyond the end of the maximum benefit period if you are totally disabled and have attained the age specified in the benefit duration and have not received twelve monthly benefit payments. In this event, the benefit period will be extended during the continuance of disability until twelve monthly payments have been paid.

2-LTD-89-10.0

Termination Provisions

RECURRENT DISABILITY

WHAT HAPPENS IF YOU TRY TO RETURN TO WORK AND BECOME DISABLED AGAIN?

"Recurrent Disability" is a disability which is related to a prior disability for which you received a monthly benefit.

We will treat a recurrent disability as a continuation of the original disability if, after receiving disability benefits, you:

1. return to your regular occupation on a full-time basis for less than six months; and
2. perform all the material duties of your occupation.

To qualify for a recurrent disability benefit, you must experience more than a 20% loss of predisability earnings.

Benefit payments will be subject to the terms of this plan for the original disability.

If you return to your regular occupation on a full-time basis for six months or more, a recurrent disability will be treated as a new period of disability and you must complete another elimination period.

If you become eligible for coverage under any other group long term disability policy, this recurrent disability section will cease to apply to you.

WAIVER OF PREMIUM

DO PREMIUMS HAVE TO BE PAID WHILE YOU ARE RECEIVING BENEFITS?

No, while you are receiving benefits, premiums do not have to be paid. However, if coverage is to be continued, premium payments may be resumed following a period during which they were waived.

2-LTD-89-11.0

Recurrent Disability

THREE MONTH SURVIVOR BENEFIT

WHAT HAPPENS TO YOUR BENEFIT IF YOU DIE?

We will pay a lump sum benefit to your eligible survivor when we receive proof that you died:

1. after disability had continued for 180 or more consecutive days; and
2. while receiving a monthly benefit.

The lump sum benefit will be an amount equal to three times your last monthly benefit.

"Eligible survivor" means your spouse, if living, otherwise your children under age 23.

If the payment becomes due to your children, payment will be made to:

1. the children; or
2. a person named by us to receive payments on the children's behalf. This payment will be valid and effective against all claims by others representing or claiming to represent the children.

"Last monthly benefit" means the monthly benefit we paid to you immediately prior to your death but not including any reduction for earnings.

2-LTD-86-12.1

Three Month Survivor Benefit

MENTAL ILLNESS AND/OR SUBSTANCE ABUSE LIMITATION

Benefits for disability due to mental illness and substance abuse will not exceed 24 months of monthly benefit payments unless you meet one of these situations.

1. You are in a hospital or institution at the end of the 24 month period. We will pay the monthly benefit during the confinement.

If you are still disabled when discharged, we will pay the monthly benefit for a recovery period up to 90 days.

If you become reconfined during the recovery period for at least 14 days in a row, we will pay benefits for the confinement and another recovery period up to 90 more days.

2. You continue to be disabled and become confined:

- a. after the 24 month period; and

- b. for at least 14 days in a row.

We will pay the monthly benefit during the confinement.

We will not pay the monthly benefit beyond the maximum benefit period.

HOSPITAL or INSTITUTION means a facility licensed to provide care and treatment for the condition causing the insured's disability.

MENTAL ILLNESS means psychiatric, nervous or emotional diseases or disorders of any type.

SUBSTANCE ABUSE means a pattern of pathological use of alcohol or other psychoactive drugs resulting in: impairment of social and/or occupational functioning; debilitating physical condition; inability to abstain from or reduce consumption of the substance; or the need for daily substance use for adequate functioning.

PROGRESSIVE PARTIAL DISABILITY BENEFIT

The Company will pay a Progressive Partial Disability Benefit for a disability which is caused by an injury or sickness once you have met your Elimination Period. The Elimination Period can be a combination of total and partial disability, or all total, or all partial disability. You do not have to be totally disabled prior to receiving a Progressive Partial Disability Benefit.

PARTIAL DISABILITY or PARTIALLY DISABLED means as a result of the sickness or injury which caused total disability, you are:

1. able to perform one or more, but not all of the material and substantial duties of your own or any other occupation on a full-time or part-time basis; or
2. able to perform all of the material and substantial duties of your own or any other occupation on a part-time basis.

To qualify for a Progressive Partial Disability benefit you must be earning less than 80% of your pre-disability earnings at the time partial disability employment begins.

PROGRESSIVE PARTIAL DISABILITY MONTHLY BENEFIT

During the first 12 months , the monthly benefit will be figured as shown:

1. Multiply your pre-disability earnings by the benefit percentage shown in the schedule of benefits.
2. Take the lesser of:
 - a. the amount determined in step (1) above; or
 - b. 100% of your pre-disability earnings less other income benefits; or
 - c. the maximum monthly benefit shown in schedule of benefits.

The Progressive Partial Disability Benefit will never be less than the minimum monthly benefit shown in the schedule of benefits.

After 12 months, the following formula will apply:

1. Multiply your pre-disability earnings by the benefit percentage shown in the schedule of benefits.
2. Take the lesser of:
 - a. the amount determined in step (1) above; or
 - b. the maximum monthly benefit shown in the schedule of benefits.

This is the gross monthly payment.

3. Subtract from the gross monthly payment:
 - a. 100% of any other income amounts except any income you earn or receive from any form of employment; and
 - b. 50% of any income you earn or receive from any form of employment.

Loss of earnings must be as result of or due to the same sickness or injury for which you are disabled.

**SECTION V
TERMINATION PROVISIONS**

WHEN DOES YOUR INSURANCE TERMINATE?

You will cease to be insured at 12:00 midnight on the earliest of the following dates:

1. the date the policy terminates;
2. the date you are no longer in an eligible class;
3. the date your class is no longer included for insurance;
4. the last day for which you made any required employee contribution;
5. the date employment terminates. Cessation of active employment will be deemed termination of employment, except:
 - a. your insurance will be continued if you are absent due to total disability during:
 - i. the elimination period; and
 - ii. the period during which premium is being waived.
 - b. your employer may choose to continue your insurance by paying the required premiums, subject to the following:
 - i. insurance may be continued during a family or medical leave of absence, but not beyond the end of the approved leave of absence period;
 - ii. insurance may continue if you are temporarily laid off or given any other leave of absence, but not beyond the end of the month following the month the lay-off or leave of absence begins;
 - iii. the employer must act so as not to discriminate unfairly among employees in similar situations.
6. the date you cease active work due to labor dispute, including any strike, work slowdown or lockout.

The insurer reserves the right to review and terminate all classes insured under this policy if any class(es) ceases to be covered.

SECTION VI - GENERAL INFORMATION

NOTICE AND PROOF OF CLAIM

WHEN MUST WE BE NOTIFIED OF A CLAIM?

You must give us written notice of claim within 30 days of the date disability starts. If that is not possible, you must notify us as soon as you can.

When we receive your written notice of claim, we will send you our claim forms. If you do not receive the forms within 15 days after you sent the notice, you can send written proof of claim without waiting for the form.

WHEN DOES PROOF OF CLAIM HAVE TO BE GIVEN?

You must give us proof of claim no later than 90 days after the end of the Elimination Period.

If it is not possible to give proof within these time limits, it must be given as soon as reasonably possible. Except in the absence of legal capacity, proof of claim may not be given later than one year after the time proof is otherwise required.

You must give us proof of continued disability and regular attendance of a physician within 30 days of the date we request the proof.

The proof must cover:

1. the date disability started;
2. the cause of disability; and
3. the degree of disability.

WHAT ARE OUR EXAMINATION RIGHTS?

We, at our expense, have the right and opportunity to have you examined by a physician or vocational expert of our choice to determine the extent of any Sickness or Injury for which you have made a claim. This right may be used as often as reasonably required.

CAN LEGAL PROCEEDINGS BE STARTED AT ANY TIME?

No, you or your authorized representative cannot start any legal action:

1. until 60 days after proof of claim has been given; nor
2. more than 3 years after the time proof of claim is required.

WHEN ARE CLAIMS PAID?

When we receive satisfactory proof of claim, benefits payable under the policy will be paid monthly during any period for which we are liable.

WHO ARE CLAIMS PAID TO?

All benefits are payable to you. But if a benefit is payable to your estate, or if you are a minor, or you are not competent, we have the right to pay up to \$1,000 to any of your relatives whom we consider entitled to the benefit. If we pay benefits in good faith to a relative, we will not have to pay such claims again.

RIGHT OF RECOVERY

If LTD benefits have been overpaid on any claim, you will be required to reimburse Fort Dearborn Life Insurance Company within 60 days, or Fort Dearborn Life Insurance Company has the right to reduce future benefits until reimbursement is made. Fort Dearborn Life Insurance Company also has the right to recover such overpayment from your estate.

DOES THIS COVERAGE AFFECT WORKERS' or WORKMEN'S COMPENSATION?

This policy is not in lieu of, and does not affect, any requirement for coverage by Workers' or Workmen's Compensation insurance.

HOW CAN STATEMENTS MADE IN ANY APPLICATION FOR THIS INSURANCE BE USED?

In absence of fraud, all statements you made when applying for this insurance and providing evidence of insurability are considered representations and not warranties (absolute guarantees). No statements made by you will be used to reduce or deny a claim unless a copy of your statements has been given to you.

WHAT HAPPENS IF FACTS ARE MISSTATED?

If relevant facts about you were not accurate:

1. a fair adjustment of premium will be made; and
2. the true facts will decide if and in what amount insurance is valid.

NOTE: A refund of premium will not be made for a period more than twelve months before the date the Company is advised of the error.

WHAT AUTHORITY DOES THE COMPANY HAVE IN MAKING A BENEFITS DETERMINATION?

In making any determination regarding the benefits under the policy, the Company shall have the discretionary authority to determine your eligibility for benefits and to interpret the terms of the policy.

GENERAL EXCLUSIONS

WHAT DISABILITIES AREN'T COVERED?

We will not cover any disability due to:

1. war, declared or undeclared or any act of war;
2. intentionally self-inflicted injuries;
3. active participation in a riot;
4. your committing of or attempting to commit a felony or any type of assault or battery.

2-LTD-89-16.0

Pregnancy Covered

PRE-EXISTING CONDITION EXCLUSION

ARE THERE ANY OTHER DISABILITIES NOT COVERED?

Yes, we will not cover any disability:

1. which is caused or contributed to by, or results from a pre-existing condition; and
2. which begins in the first 12 months after your effective date, unless you have had no treatment of the condition for 6 consecutive months after your effective date.

"Treatment" means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

"Pre-existing Condition" means a sickness or injury for which you received treatment within 3 months prior to your effective date.

2-LTD-89-17.2

3/6/12 Pre-Existing Exclusion

CONTINUITY OF COVERAGE UPON TRANSFER OF INSURANCE CARRIERS

ARE YOU COVERED IF YOU ARE NOT IN ACTIVE EMPLOYMENT DUE TO INJURY OR SICKNESS?

We will cover you, subject to premium payments, if you:

1. were insured with the prior carrier at the time of transfer; and
2. are not in active employment due to injury or sickness.

The benefit payable will be that which would have been paid by the prior carrier had coverage remained in force, less any benefit for which the prior carrier is liable.

WILL A DISABILITY DUE TO A PRE-EXISTING CONDITION BE COVERED?

Benefits may be payable for a disability due to a pre-existing condition if you:

1. were insured by the prior carrier at the time of transfer; and
2. were in active employment and insured under this plan on its effective date.

Such benefits will be determined as follows:

1. We will apply this plan's pre-existing condition exclusion. If you qualify for benefits, you will be paid according to this plan's benefit schedule.
2. If you cannot satisfy this plan's pre-existing condition exclusion, we will then apply the prior carrier's pre-existing condition exclusion.
 - a. If you satisfy the prior carrier's pre-existing condition exclusion, giving consideration towards continuous time insured under both policies, you will be paid according to the prior carrier's benefit schedule.
 - b. If you cannot satisfy the pre-existing condition exclusion of this plan or that of the prior carrier, no benefit will be paid.

CERTIFICATE AMENDMENT

Effective Date of this Amendment: The Effective Date of your Certificate

Policy No.: F006604-0001

Certificate No.: EMPLOYEE'S SOCIAL SECURITY NUMBER

This certificate is hereby amended to read as follows:

If you are on a family or medical leave of absence, We will continue coverage, in accordance with your Employer's Human Resource policy on family and medical leaves of absence, as if you were in active employment, if the following conditions are met:

1. premiums are paid; and
2. you have written, approved leave from the Employer.

Coverage will be continued for up to the greater of:

1. the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments; or
2. the leave period required by applicable state law.

For the purpose of claims determination should you become disabled while on an approved Family and Medical Leave of Absence, Basic Monthly Earnings will be based on your earnings just prior to the date the leave of absence began.

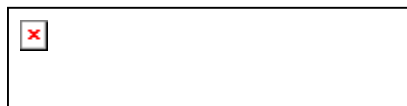
If coverage is not continued during a family or medical leave of absence, upon your return to active employment:

1. no new waiting period will apply, including new waiting periods for coverage of pre-existing conditions; and
2. no evidence of insurability will be required to reinstate the coverage in effect before the leave began.

In all other respects your certificate remains unchanged.

Please attach this to your certificate.

FORT DEARBORN LIFE INSURANCE COMPANY



President

FORT DEARBORN LIFE INSURANCE COMPANY

AMENDMENT

This Amendment is made a part of the Certificate to which it is attached. It is subject to all the provisions of the Policy which are not in conflict with the provisions of this Amendment.

SECTION II – TERMS YOU SHOULD KNOW: The following new or replacement definitions are added to Section II:

MATERIAL AND SUBSTANTIAL DUTIES means duties that:

1. are normally required for the performance of your Own Occupation; and
2. cannot be reasonably omitted or modified, except that if you are required to work on an average in excess of 40 hours per week, the Company will consider you are able to perform that requirement if you are working or have the capacity to work 40 hours per week.

REGULAR ATTENDANCE OF A PHYSICIAN means you are attended by a Physician who is not you or related to you:

1. with medical training and clinical experience suitable to treat your disabling condition; and
2. whose treatment is:
 - a. consistent with the diagnosis of the disabling condition; and
 - b. according to guidelines established by medical, research and rehabilitative organizations; and
 - c. administered as often as needed, to achieve the maximum medical improvement.

OWN OCCUPATION means the occupation you are routinely performing when your disability begins. We will look at your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific Employer or at a specific location.

The TOTAL DISABILITY definition is amended to include the following statement: To qualify for a Total Disability benefit, you, as a result of your Total Disability, must be earning less than 20% of your Basic Monthly Earnings.

SECTION IV – BENEFITS:

Item 1 of the “What Are Other Income Benefits?” provision is deleted in its entirety and is replaced with the following:

1. The amount for which you are eligible under:
 - a. temporary disability benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law, or substitutes or exchanges for such benefits;
 - b. permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law, or substitutes or exchanges for such benefits;

The following *Note* is added to Item 5 of the "What Are Other Income Benefits?" provision:

Note. You will be required to apply for Social Security disability benefits when the duration of your Disability meets the minimum duration required to apply for such benefits. If the Social Security Administration denies eligibility for benefits, you will be required:

- a. to follow the process established by the Social Security Administration to reconsider the denial; and
- b. if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

If you do not follow the *application for Social Security disability benefits* steps outlined above, the Company will estimate the amount for which you would be eligible when calculating your monthly benefit.

The following Rehabilitation provision is added to Section IV:

Rehabilitation is a process of the Company's claims examiner and rehabilitation counselor working together with you to plan, adapt, and put into use, options and services to meet your return to work needs.

A Rehabilitation program, when we consider it to be appropriate, includes but is not limited to any necessary and feasible:

1. vocational testing;
2. vocational training;
3. alternative treatment plans such as:
 - a. support groups;
 - b. physical therapy;
 - c. occupational therapy;
 - d. speech therapy;
4. work-place modification to the extent not otherwise provided; and/or
5. job placement.

You must participate in a Rehabilitation program if requested and a qualified physician agrees that the rehabilitation program is appropriate to your medical limitations.

The “Termination of Disability Benefits” provision is deleted in its entirety and replaced with the following **Termination of Disability Benefits** provision.

We will terminate benefit payment on the first to occur of:

1. the date you are no longer Disabled;
2. the date you fail to furnish Proof of Loss, when requested by the Company;
3. the date you are no longer under the Regular Attendance of a Physician, or refuse our request to submit to an examination by a Physician;
4. the date you die;
5. the date your monthly earnings while disabled exceed 80% of your Pre-disability Earnings;
6. the date you refuse to receive recommended treatment that is generally acknowledged by physicians to cure, correct or limit the disabling condition;

7. the date you refuse to participate in a Rehabilitation program, or refuse to cooperate with or try:
 - a. modifications made to the work site or job process to accommodate your identified medical limitations to enable you to perform the Material and Substantial Duties of your Own Occupation;
 - b. adaptive equipment or devices designed to accommodate your identified medical limitations to enable you to perform the Material and Substantial Duties of your Own Occupation;
 - c. modifications made to the work site or job process to accommodate your identified medical limitations to enable you to perform the Material and Substantial Duties of any other occupation, if you were receiving benefits for being disabled from any other occupation; or
 - d. adaptive equipment or devices designed to accommodate your identified medical limitations to enable you to perform the Material and Substantial Duties of any other occupation, if you were receiving benefits for being disabled from any other occupation;provided, a qualified physician agrees that such modifications, adaptive equipment, or Rehabilitation program, accommodate your medical limitations.
8. the date determined by the Maximum Benefit Period shown on the Schedule of Benefits; or
9. the date no further benefits are payable under any provision in the policy that limits benefit duration.

The following *Note* concerning earnings received while disabled is added to Section IV immediately following the "When Does the Total Disability Monthly Benefit Cease?" provision:

Note: Monthly earnings received while disabled means the monthly earnings you received from:

1. the Employer while Disabled; and
2. other employment.
However, if the other employment is a job you held in addition to full-time Active Employment with the Employer, then:
 - a. during the Elimination Period, and while eligible to receive benefits for being Disabled from your Own Occupation;
 - b. any earnings from this other employment will be monthly earnings received while disabled only to the extent that they exceed the average monthly earnings received from this other job during the 6 month period immediately prior to becoming Disabled.

Monthly earnings received while disabled will also include the amount of pay for another or modified job position, which may be offered to you by the Employer or other employer, if you refuse the offer. The requirements of such offered position must be within your capabilities as described by your Physician, and consistent with your education, training and experience.

SECTION VI - GENERAL INFORMATION

The “When Does Proof of Claim Have to be Given?” paragraph in the *Notice and Proof of Claim* section is deleted in its entirety and replaced by the following:

You must give us proof of claim no later than 90 days after the end of the Elimination Period. If it is not possible to give proof within these time limits, it must be given as soon as reasonably possible. Except in the absence of legal capacity, proof of claim may not be given later than one year after the time proof is otherwise required.

You must give us proof of continued disability and Regular Attendance of a Physician within 30 days of the date we request the proof. All proof submitted must be satisfactory to us. Proof of Loss includes but is not limited to the following:

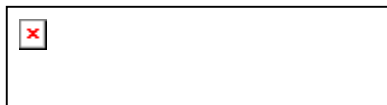
1. documentation of:
 - a. the date your Disability began;
 - b. the cause of the Disability;
 - c. the prognosis of the Disability;
 - d. your Earnings or income, including but not limited to copies of your filed and signed federal and state tax returns; and
 - e. evidence that you are under the Regular Attendance of a Physician;
2. any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations, and treatment notes;
3. the names and addresses of all:
 - a. Physicians and practitioners of healing arts that have been seen or consulted; and
 - b. hospitals or other medical facilities in which seen or treated; and
 - c. pharmacies which have filled prescriptions within the past three years; and
4. your signed authorization for us to obtain and release:
 - a. medical, employment and financial information; and
 - b. any other information we may reasonably require;
5. your signed statement identifying all Other Income Benefits;
6. proof that you and your dependents have applied for all Other Income Benefits which are available. You will not be required to claim any retirement benefits which may only be received on a reduced basis.

The following paragraph is added to the “What Are Our Examination Rights?” provision:

We have the right, at our expense, to have you examined or evaluated by:

1. a physician or other health care professional of our choice; or
2. a vocational expert or rehabilitation specialist of our choice.

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



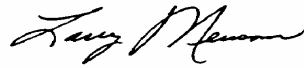
President

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

AMENDATORY RIDER

This Rider is made part of the Policy or Certificate to which it is attached. This Rider amends the Policy Section entitled *General Policy Provisions*, deleting in its entirety, the provision entitled, *Discretionary Authority* or the Certificate Section entitled, *General Information*, deleting in its entirety, the provision entitled, *What Authority Does The Company Have In Making A Benefit Determination?*.

This Rider is subject to all the provisions of the Policy not in conflict with the provisions of this Rider.

A handwritten signature in cursive script, appearing to read "Larry Newman".

President

A MESSAGE TO OUR VALUED CLIENT

If you have questions, comments or criticisms regarding your policy/certificate you should contact your agent or broker for assistance or contact Fort Dearborn as follows:

Fort Dearborn Life Insurance Company
Attn: Complaint Department
1020 31st Street
Downers Grove, IL. 60515-5591
Phone #: 1-800-348-4512

In the event you're not satisfied with the response of your agent, broker or Fort Dearborn, you may choose to contact the California Insurance Department at the following address:

California Department of Insurance
Consumer Services Division
300 S. Spring Street
Los Angeles, California 90013
Phone#: 1-800-927-4357

**California Life and Health Insurance
Guarantee Association Act
Summary Document and Disclaimer**

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guarantee Association ("CLHIGA"). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guarantee Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided through the Association is not unlimited, as noted below, and is not a substitute for consumers' care in selecting insurers.

The California Life and Health Insurance Guarantee Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

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

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guarantee Association to induce you to purchase any kind of insurance policy.

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

COVERAGE

Generally, individuals will be protected by the California Life and Health Insurance Guarantee Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Guarantee Association if:

- Their insurer was not authorized to do business in this state when it issued the policy or contract;
- Their policy was issued by a health care service plan (HMO, Blue Cross, Blue Shield), charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;
- They are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insured who live outside that state.

The Guarantee Association also does not provide coverage for:

- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;
- Employer and association plans, to the extent they are self-funded or uninsured;
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- Any policy of reinsurance unless an assumption certificate was issued;
- Interest rate yields that exceed an average rate;
- Any portion of a contract that provides dividends or experience rating credits.

LIMITS ON AMOUNTS OF COVERAGE

The Act limits the Association to pay benefits as follows:

LIFE AND ANNUITY BENEFITS

- 80% of what the life insurance company would owe under a life policy or annuity contract up to
- \$100,000 in cash surrender values,
- \$100,000 in present value of annuities, or
- \$250,000 in life insurance death benefits.
- A maximum of \$250,000 for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverage's.

HEALTH BENEFITS

- A maximum of \$200,000 of the contractual obligations that the health insurance company would owe were it not insolvent. The maximum may increase or decrease annually based upon changes in the health care cost component of the consumer price index.

PREMIUM SURCHARGE

Member insurers are required to recoup assessments paid to the Association by way of a surcharge on premiums charged for health insurance policies to which the Act applies.

*ERISA INFORMATION STATEMENT

The benefits described in your certificate and this ERISA Information Statement (collectively the "Summary Plan Description" a/k/a the SPD) are insured by a Policy issued by Fort Dearborn Life Insurance Company. This SPD describes the provisions of the Plan in effect as of the Effective Date of the Policy. It is not the intention of the SPD to cover all situations that may arise, but to provide you with a general understanding of your benefits. In the case of any item not covered by the SPD, or in the event of any conflict between the SPD and the Policy, the Plan will always control. You should not rely on any oral explanation, description, or interpretation of the Plan because the written terms of the Plan will govern. Your right to any benefit depends on the actual facts and terms and conditions of the particular Plan; no rights accrue by reason of or arising out of any statement shown in or omitted from, this SPD.

A. ADMINISTRATION OF THE PLAN

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

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

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

The Plan has other fiduciaries, advisors and service providers. The Plan Administrator may allocate fiduciary responsibility among the Plan's fiduciaries and may delegate responsibilities to others. Any allocation or delegation must be done in writing and kept with the records of the Plan. The Plan's life benefits are provided pursuant to an insurance policy issued to the Company. The Insurer's services shall be limited to, and the Plan Administrator has the full discretionary and final authority to:

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

***This ERISA addendum only applies if the Policy is part of or is an ERISA Plan.**

11/1/03

Each fiduciary is solely responsible for its own improper acts or omissions. Except to the extent required by ERISA, no fiduciary has the duty to question whether any other fiduciary is fulfilling all of the responsibilities imposed upon the other fiduciary by law. Nor is a fiduciary liable for a breach of fiduciary duty committed before it became, or after it stopped being, a fiduciary. However, a fiduciary may be liable for a breach of fiduciary responsibility of any Plan fiduciary, to the extent provided in ERISA Section 405(a).

The Employer makes no promise to continue these benefits in the future and rights to future benefits will never vest. Retirement does not give any retiree any vested right to continue to participate or receive Plan benefits.

B. CLAIMS PROCEDURE: Disability Insurance Plans

When you or your Beneficiary are eligible to receive benefits, you or your Beneficiary, or your authorized representative (collectively, "you") must notify the Plan Administrator by submitting the proper form. You may do this by sending notice of your claim to the Plan Administrator who has been appointed to assist Fort Dearborn in the claims processing for this Plan or by contacting Fort Dearborn directly at:

Claims Department
Fort Dearborn Life Insurance Company
1020 31st Street
Downers Grove, IL 60515-5591
1-800-348-4512

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

If the claim is denied, in whole or in part, you will receive a written notice giving the following:

- the reason for the denial;
- the Policy provisions on which the denial is based;
- an explanation of what other information, if any, may be needed to process the claim and why it is needed;
- the steps that you have to follow to have the claim reviewed;
- a statement that you have the right to bring a civil action under section 502(a) of ERISA after you appeal our decision and after you receive a written denial on appeal; and
- if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the denial, either (i) the specific rule, guideline, protocol or other similar criterion; or (ii) a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the denial and that a copy will be provided free of charge to you upon request; and

- if denial is based on medical judgement, either (i) an explanation of the scientific or clinical judgement for the determination, applying the terms of the Plan to your medical circumstances, or (ii) a statement that such explanation will be provided to you free of charge upon request.

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

You may:

- a) request a review upon written application within 180 days of the claim denial;
- b) request, free of charge, copies of all documents, records and other information relevant to your claim; and
- c) submit written comments, documents, records and other information relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Fort Dearborn will make a decision no more than 45 days after we receive your appeal. The time for decision may be extended for one additional 45 day period provided that, prior to the extension, Fort Dearborn notifies you in writing that an extension is necessary due to special circumstances, identifies those circumstances and gives the date by which it expects to render its decision. If your claim is extended due to your failure to submit information necessary to decide your claim on appeal, the time for your decision shall be tolled from the date on which the notification of the extension is sent to you until the date we receive your response to the request. The written decision will include specific references to the Plan provisions on which the decision is based and any other notice(s), statement(s) or information required by applicable law.

C. ERISA NOTICE OF YOUR RIGHTS

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Plan participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office and at other locations, such as work sites and union halls, all Plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies. Receive a summary of the Plan's annual financial report. The Plan Administrator is required to furnish each participant with a copy of this summary annual report.

In addition to creating rights for the Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employers, your union, or any other persons, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce your rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file a suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

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

If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, United States Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefit Security Administration, United States Department of Labor, 200 Constitution Avenue, NW Washington DC 20210.

D. PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute a contract between the Company and any participant or to be consideration or an inducement for the employment of any participant or employee. Nothing contained in this Plan shall be deemed to give any participant or employee the right to be retained in the service of the Company or to interfere with the right of the Company to discharge any participant or employee at any time regardless of the effect which such discharge shall have upon him or her as a participant of this Plan.



**FORT DEARBORN LIFE
INSURANCE COMPANY**

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