

# ENTERTAINMENT INDUSTRY FLEX PLAN

CA3895-0001

GROUP LIFE BENEFITS

ENTERTAINMENT  
INDUSTRY  
*Flex Plan*

Underwritten By  
FORT DEARBORN LIFE  
INSURANCE COMPANY

02/19/2002



**FORT DEARBORN LIFE INSURANCE COMPANY**

**GROUP CERTIFICATE**

Fort Dearborn Life Insurance Company  
(A stock life insurance company)  
Chicago, Illinois

Certifies that the holder of this Certificate, while entitled to insurance, is subject to all the terms and conditions contained in the Policy.

For all purposes of this Certificate, the Insured will be referred to as "you" or "your", and Fort Dearborn Life Insurance Company will be referred to as "we", "our" or "us".

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. In case of a dispute, you should refer to the language contained in the Policy.

IF YOU SHOULD CEASE ACTIVE WORK FOR ANY REASON, please consult your Employer immediately to determine what arrangements may be made to continue your insurance benefits.

President

Secretary

Group Insurance Certificate  
Non-Participating

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## SCHEDULE OF BENEFITS

**POLICYHOLDER:** ENTERTAINMENT INDUSTRY FLEX PLAN

**POLICY NUMBER:** CA3895-0001

**MASTER POLICY EFFECTIVE DATE:** As shown in the Master Application

### CLASS OF INSUREDS

### DEFINITION

**1-01** All active full-time employees employed by a Participating Employer who: a) has entered into a collective bargaining agreement with a participating union and the Entertainment Industry Flex Plan; and b) makes a contribution of at least \$100 per month to the Entertainment Flex Plan in two of three immediate preceding months from the employee's effective date. Coverage can be continued for up to 24 months after last monthly employer contribution, provided premiums due are paid under the union self pay provision.

**Basic Life Benefit:** \$20,000.

**Benefit Reduction:** Benefit reduces to 65% upon attainment of age 65 and reduce by an additional 15% upon attainment of age 70. (All reductions in benefit will be calculated from the original amount.)

**\*Supplemental Life Benefit (if elected):** \$30,000.

**Benefit Reduction:** Benefit reduces to 65% upon attainment of age 65 and reduce by an additional 15% upon attainment of age 70. (All reductions in benefit will be calculated from the original amount.)

**Basic AD&D Benefit:** \$20,000.

**Benefit Reduction:** Benefit reduces to 65% upon attainment of age 65 and reduce by an additional 15% upon attainment of age 70. (All reductions in benefit will be calculated from the original amount.)

**\*Supplemental AD&D Benefit (if elected):** \$30,000.

**Benefit Reduction:** Benefit reduces to 65% upon attainment of age 65 and reduce by an additional 15% upon attainment of age 70. (All reductions in benefit will be calculated from the original amount.)

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**Benefit amounts may be subject to Guarantee Issue limits or Underwriting requirements as stated in the Master Application.**

\*Evidence of Insurability is required for all amounts of Supplemental Benefits.

\*Evidence of Insurability will be required for: a) employees who do not apply within 31 days of becoming eligible; and b) reinstatements - employees who are satisfying their eligibility requirements for the second time or more and who had not applied for coverage under their initial eligibility.

## DEFINITIONS

**"Actively at Work"** and **"Active Work"**—the active fulltime performance of all the customary duties of your occupation at the Employer's usual place of business or place(s) that the Employer's normal course of business requires.

**"Application"**—the Policyholder's written application for insurance under this Policy.

**"Beneficiary(ies)"**—a person or entity named by you, in a form and manner approved by us, to receive your life insurance benefits.

**"Contributory"**—insurance for which you are required to pay all or part of the Premium.

**"Date of Eligibility"**—the date that a person, as part of an eligible class of persons, becomes eligible for insurance under the Policy. The Application for the Policy contains the requirements for eligibility.

**"Effective Date"**—the date the insurance applied for becomes effective.

**"Employer"**—the entity through which a Policyholder makes insurance under the Policy, available.

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

**"Evidence of Insurability"**—any medical or other information required, by us, to determine that a proposed Insured is acceptable for insurance.

**"Noncontributory"**—insurance for which you are not required to pay any of the Premium.

**"Policy"**—the Policy on which the provisions of this Certificate are based.

**"Policy Anniversary"**—the same month and day as the Effective Date for each succeeding year this Policy remains in force or any other date upon which we and the Policyholder have agreed.

**"Policyholder"**—the group to whom the Policy is issued and who is named as Policyholder in the Schedule of Benefits.

**"Premium(s)"**—money paid by the Policyholder, you or partly by both for this insurance.

**"Waiting Period"**—a period, stated in the Application for the Policy, which immediately follows the employment date and during which time a person in an eligible class has to wait before becoming eligible for insurance.

## GENERAL PROVISIONS

**ELIGIBILITY.** The Application for the Policy states the eligibility requirements, including Classification, Exclusions, Date of Eligibility and Waiting Period. A person must be Actively at Work to be considered eligible.

If you have converted any part of your insurance under the Policy because you ceased being an Insured and you again become an eligible person your eligibility will be deferred until you submit Evidence of Insurability satisfactory to us.

### YOUR EFFECTIVE DATE.

- (a) If insurance is Noncontributory, insurance shall become effective on the Date of Eligibility.
- (b) If insurance is Contributory, insurance shall become effective:
  - (i) on the date a person becomes eligible, provided that person both applies for insurance on or before the Date of Eligibility and agrees to pay the required contribution; or
  - (ii) on the date of request for insurance, if a person's request is made within the 31 day period after the Date of Eligibility and he/she agrees to pay the required contribution.

A request for insurance may be made by a person more than 31 days after the date of eligibility or a request may be made after insurance lapses because of failure to pay the required contribution when due. In these cases, the requesting person must:

- (i) furnish Evidence of Insurability acceptable to us; and
  - (ii) agree to pay the required contribution.
- (c) The following apply to both Noncontributory and Contributory insurance:

When Evidence of Insurability is required, insurance shall become effective on the first day of the insurance month which is the same as or which next follows the date we determine Evidence of Insurability to be acceptable.

If a person is not Actively at Work on the day prior to the date when he/she would otherwise become insured, insurance will become effective on the date of return to Active Work.

A person will be deemed Actively at Work on each day of paid vacation or scheduled day off on which he/she is not totally disabled, if he/she was Actively at Work on his/her last scheduled working day.

All requests for insurance are subject to our approval and must be made to the Policyholder in writing, on a form furnished by us.

**CHANGES IN AMOUNTS OF INSURANCE/CLASSIFICATION.** A change in the amount of insurance due to a change in your classification (or salary, if applicable) shall become effective on the date you become eligible for the change, as set forth in the Application if:

- (a) you are Actively at Work; and
- (b) you make the required contribution, if any, toward the premium payment.

If you are not Actively at Work on the day you would otherwise be eligible for the change, the change shall become effective on the date you are again Actively at Work.

Your insurance may be reduced upon certain conditions. The Schedule of Benefits shows the condition at which these reductions, if any, will occur. Any benefit reductions will be effective as shown in the Schedule of Benefits.

**TERMINATION.** Subject to the provision entitled Waiver of Premium in the Event of Total Disability, if applicable, your insurance shall cease on the earliest of the following dates:

- (a) the date the Policy ends;
- (b) if insurance is Contributory and you fail to make the required contribution, the insurance shall terminate at the end of the period for which contribution has been made;
- (c) if the Policyholder fails to pay Premiums the insurance shall terminate at the end of the period for which Premium has been paid;
- (d) upon termination of your membership in the class or classes eligible for insurance;
- (e) the last day of the insurance month during which your employment with the Employer ends. For purposes of the Policy, your employment will end when you are no longer actively working for the Employer.

Insurance may be continued:

- (a) by or for you if your active employment has ceased due to total disability, until ended by the Policyholder, for a period of six months from the date total disability began but not beyond the earlier of:
  - (i) our approval of the Waiver of Premium benefit, if applicable; or
  - (ii) the date your insurance would otherwise end;
- (b) in the case of your temporary layoff or leave of absence, for the period of time shown in the Application;
- (c) by the Policyholder, at his option, for you if you are not at work due to total disability if the Policyholder continues making premium payments for you.

## **BENEFIT PROVISIONS**

**PAYMENT OF BENEFITS.** The amount of insurance as shown in the Schedule of Benefits will be paid upon receipt of due proof of your death.

**OPTIONAL METHODS OF SETTLEMENT.** Payment of benefits will normally be made in one lump sum. However, you may choose to have life insurance benefits paid in any other way approved by us. If you have not made an election for payment other than in a lump sum, the Beneficiary may elect benefits to be paid in any other way approved by us.

**WAIVER OF PREMIUM IN THE EVENT OF TOTAL DISABILITY.** Your amount of life insurance determined in accordance with the Schedule of Benefits will be continued without premium payment for one year from the date proof satisfactory to us has been received within the time specified below, that you are totally disabled and meet the policy requirements to receive this benefit. Satisfactory proof is a finding that:

- (a) your disability has resulted from disease or accidental bodily injury;
- (b) such disability has resulted in your complete inability to engage, for wage or profit, in any employment or occupation for which you are reasonably suited by education, training or experience;
- (c) such disability began prior to your sixtieth birthday and while insurance is in force; and
- (d) your total disability has existed continuously for at least six months prior to furnishing such proof to us.

The proof must be furnished to us no later than 12 months following the date of the last premium payment for you, and not later than 24 months following the date you became totally disabled.

Life insurance will be continued without premium payment for additional periods of one year if:

- (a) you remain totally disabled; and
- (b) proof of continuance of such total disability is furnished to us as often as required. After two years of total disability proof will not be required more often than once per year.

Insurance under this Waiver of Premium provision will end on the earliest of:

- (a) the date you are no longer totally disabled; or

- (b) the date you fail to submit to any required medical exam; or
- (c) the date you fail to submit required proof of continuation of total disability; or
- (d) the date you attain age 70 or retire, whichever occurs first.  
(Benefits will reduce as shown in the Schedule, while insurance is continued under this provision.)

**CONVERSION PRIVILEGE.** If your life insurance ends due to the end of employment, the end of membership in an eligible class, or reduction of benefits as shown in the Schedule of Benefits, you shall be entitled to an individual policy of life insurance. The policy will be issued by us without Evidence of Insurability.

The individual policy shall, at your option, be on any one of the forms, except term insurance, then normally issued by us at the age and amount applied for. The individual policy will be issued without supplemental benefits. At your option, such policy shall be in an amount not in excess of the amount of life insurance which ends under the Policy, less the amount of any life insurance for which you become eligible under the same or any other policy within 31 days after such termination.

The Premium for such policy will be our rate in effect for:

- (a) the form and amount of the policy;
- (b) the class of risk to which the individual then belongs;  
and
- (c) the individual's attained age on the Effective Date of the policy.

If your life insurance ends because the Policy ends, or is amended to end life insurance benefits, and you have been insured hereunder for at least five years, you shall be entitled to convert to an individual policy of life insurance. The individual policy will be issued without supplemental benefits. It shall be subject to the same conditions and limits as are provided by (a) above, except that the amount of such insurance shall not exceed the smaller of:

- (a) the amount of life insurance ceasing because of termination or amendment of the Policy, less the amount of any life insurance for which you are, or become, eligible for under any policy which replaces, within 31 days, the insurance ending under the Policy; or
- (b) \$10,000.

If you die during the 31 day period following the termination of insurance, we will pay the maximum amount of life insurance for which an individual policy could have been issued. This amount will be paid as a claim under the Policy.

If you become entitled to have an individual policy issued to you in accordance with the terms of this provision, and if you are not given notice of the existence of such right at least 15 days prior to the expiration date of such period, then in such event you shall have an additional period within which to exercise such right, but nothing contained herein shall be construed to continue any insurance beyond the period provided in such policy. This additional period shall expire 15 days next after you are given such notice, but in no event shall such additional period extend beyond sixty days next after the expiration date of the period provided in such Policy. Written notice given to you or mailed by the Policyholder to your last known address or mailed by us to your last known address as furnished by the Policyholder shall constitute notice, for the purpose of this provision.

If a policy is issued under this provision, it shall be in lieu of any benefit provided by the Waiver of Premium provision of the Policy. If, however, it can be shown within 12 months of termination of employment, that you were totally disabled when your insurance ceased and that your insurance would be in force under the Waiver of Premium provision of the Policy at the date proof is furnished (or date of death, as the case may be), the individual policy may be returned for refund of Premium. Coverage will be continued under the Waiver of Premium provision of the Policy as though an individual policy had not been issued.

## STANDARD PROVISIONS

**BENEFICIARY.** Benefits for loss of life will be paid to the Beneficiary named by you. You may name a Beneficiary or may change a formerly named Beneficiary by filing a properly completed request with us. The request must be on a form and in a manner approved by us. A beneficiary designation or change request shall take effect when made, whether or not you are living at the time it is received by us. Any benefit payment made by us in accordance with the Policy, but before receipt of notice of a beneficiary designation or change will fully discharge our obligation for payment.

If two or more persons become entitled to benefits as Beneficiaries, and if you did not state otherwise, they shall share equally. If any such Beneficiary does not survive you, that share will pass to the surviving Beneficiary; or

If no Beneficiary is named or if the named Beneficiary does not survive you, then the benefits will be paid in the following order:

- (i) to your spouse, if living; or
- (ii) to your then living children, equally; or
- (iii) to your surviving parents, equally; or
- (iv) to your surviving brother(s) and sister(s), equally; or
- (v) to your estate.

In the event the named Beneficiary is not living at the time of your death, we may pay an amount not to exceed Two Thousand dollars to any person who appears to us to be equitably entitled thereto by reason of having incurred funeral or other expenses incident to your last illness or death.

If the Beneficiary is incapable of giving a valid release for payment, we shall have the option, and until claim is made by a duly named guardian of such Beneficiary, of paying the benefit in an amount not greater than Five Hundred dollars a month to the party who appears to have assumed the care and support of such Beneficiary.

Any payment made under this Provision will completely discharge us from further obligation for the amount paid.

**ASSIGNMENT.** An absolute assignment by you of all incidents of ownership of your life insurance will be permitted. Any such assignment will only take effect for us on the date it is received and approved at our Home

Office. We assume no liability for the validity of any assignment. Collateral assignments, by whatever name called, will not be permitted.

**ENTIRE CONTRACT.** The Policy, the written Application made by the Policyholder and the individual applications, if any, form the entire contract between the parties.

**INCONTESTABILITY.** In the absence of fraud, all statements made by the Policyholder or you will be deemed representations and not warranties. No such representations will void the insurance or be used to deny a claim unless a copy of the instrument containing such representations is or has been furnished to you or your Beneficiary.

The validity of the Policy will not be contested, except for non-payment of Premium, after the Policy has been in force for at least two consecutive years from its Effective Date. No statement made by you will be used to contest the validity of the insurance with respect to the statement which was made, after such insurance has been in force for two consecutive years during your lifetime nor unless it is contained in a written application signed by you.

**CHANGES.** The Policy may be amended or changed at any time by written agreement between the Policyholder and us. Only an officer of Fort Dearborn may change, amend, alter or waive in any manner the provisions of the Policy, and then only in writing and signed by the officer.

**MISSTATEMENT OF AGE.** If your age has been misstated, the Premium may be adjusted. If the amount of insurance would be affected by such misstatement, it will be changed to the amount you would have had at the corrected age.

**TERMS OF POLICY CONFORMED TO STATUTE.** If any part of the Policy is contrary to the laws of the state in which it is issued, that part is hereby amended to conform to the minimum requirements of such laws.



**Part 1: ACCIDENTAL DEATH AND DISMEMBERMENT  
AND LOSS OF SIGHT PROVISION<sup>(CA)</sup>**

**INSURING CLAUSE**

Subject to the Section - What We Do Not Pay," Benefits will be paid to You if You sustain any of the losses listed in the Table of Losses while insured under this Provision. These losses must:

- 1) Be the result of bodily injury caused by accident and independent of all other causes;
- 2) Occur within 90 days of the date of the accident; and
- 3) Be losses for which Proof of Loss is submitted within 180 days of the accident.

**TABLE OF LOSSES**

<b>For the loss of:</b>	<b>The amount of Payment will be</b>
Accidental Death	
Both hands or both feet	THE
Sight of both eyes	MAXIMUM
One hand and one foot	BENEFIT
One hand and sight of one eye	
One foot and sight of one eye	
One hand	ONE-HALF-THE
One foot	MAXIMUM
Sight of one eye	BENEFIT
Thumb and index finger of either hand	ONE FOURTH THE MAXIMUM BENEFIT

The amount of payment will be determined by the Maximum Benefit shown for this coverage in the Schedule of Benefits.

With respect to hands or feet, "loss" means actual severance at or above wrist or ankle joints; with respect to eyes, permanent and total loss of sight; with respect to thumb and index finger, complete severance of entire digit at or above joints.

No more than 100% of the Maximum Benefit will be paid for any one accident, no matter how many of the above listed losses occur as a result of that accident.

## **EVIDENCE OF INSURABILITY**

You must meet the Evidence of Insurability provisions for the Life Insurance benefit before You may be insured for the AD&D benefit.

## **WHAT WE DO NOT PAY (EXCLUSIONS)**

We do not pay for any loss that, directly or indirectly, results in any way from or is contributed to by:

- 1) Any disease or infirmity of mind or body and any medical or surgical treatment thereof; or
- 2) Suicide or attempted suicide, while sane or insane; or
- 3) Any intentionally self-inflicted injury; or
- 4) War, declared or undeclared, whether or not you are a member of any armed forces; or
- 5) Commission of, participation in, or an attempt to commit an assault or felony; or
- 6) Being under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by your licensed physician. Conviction is not necessary for a determination of being under the influence; or
- 7) Intoxication as defined by the laws of the jurisdiction in which the accident occurred. Conviction is not necessary for a determination of being intoxicated; or
- 8) Active participation in a riot. "Riot" means all forms of public violence, disorder, or disturbance of the public peace, by three or more persons assembled together, whether with or without a common intent and whether or not damage to person or property or unlawful act is the intent or the consequence of such disorder.

## **BENEFICIARY**

Your Beneficiary is the same as for Your life insurance benefit if the accident results in loss of life. For any other losses, We will pay the benefit under this provision to You.

## **Part 2: SEAT BELT BENEFIT**

## **INSURING CLAUSE**

We will pay a Seat Belt Benefit if:

- 1) You die as a result of an automobile accident for which an AD&D benefit is payable; and
- 2) The seat belt was in actual use and properly fastened, as certified in the official police report, at the time of the accident; and
- 3) You were driving or riding in an automobile driven by a licensed driver who was neither:
  - a) Intoxicated or driving while impaired. Intoxication and impairment shall be determined by the law of the jurisdiction in which the accident occurs, with or without conviction; nor
  - b) Under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended unless as prescribed by a licensed physician. Conviction is not necessary for a determination of being under the influence.

## **AMOUNT OF BENEFIT**

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

- 1) \$25,000; or
- 2) The amount of the AD&D benefit that is paid because of the Accident; or
- 3) \$1,000 if an official police report certifying that the seat belt is properly fastened cannot be submitted with the claim.

## **Part 3: REPATRIATION BENEFIT**

### **INSURING CLAUSE**

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

- 1) You die as a result of an accident for which an AD&D benefit is payable; and

- 2) Your death occurs at least 75 miles away from your principal place of residence.

#### **Part 4: EDUCATION BENEFIT**

##### **INSURING CLAUSE**

We will pay an Education Benefit to Your Dependent Student if Your death is the result of an accident for which the Accidental Death & Dismemberment Benefit is payable.

##### **DEFINITIONS**

"Student" means a Dependent who, on the date of Your death is:

- 1) A full-time post-high school student in a school of higher education; or
- 2) A student in the 12th grade but who becomes a full-time post-high school student in a school of higher education within 365 days after Your death.

"School of higher education" means an institution which:

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

##### **AMOUNT OF BENEFIT**

The Dependent Education Benefit for each Dependent Student shall equal the lesser of the Maximum Amount of Your Accidental Death & Dismemberment Benefit or \$12,000.

##### **PAYMENT OF BENEFIT**

We will pay the Dependent Education Benefit in four equal annual installments. We will only pay one Dependent Education Benefit to any one Dependent Student during any one school year. If the Dependent Student is a minor, We will pay the benefit to the legal representative of the minor.

## **WHEN BENEFIT ENDS**

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

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

## **SPECIAL CHILD EDUCATION BENEFIT**

If Your Dependent does not qualify as a Student, but is enrolled in an elementary or high school, We will pay a Child Education Benefit in the amount of \$1,000.00. This benefit is payable once upon proof that You have died as a result of an accident for which the Accidental Death & Dismemberment benefit is payable and that, within 12 months after Your death, Your Dependent is a full-time student in an elementary or high school.

## **GENERAL PROVISIONS**

### **NOTICE OF CLAIM**

Written notice of claim must be given to us within 20 days of loss. When We receive notice of claim, forms for filing proof of claim will be furnished. If these forms are not furnished within 15 days from the time notice is received by us, You will have met the proof of loss requirement if written proof of loss is submitted within the time required.

Written proof of claim must be given to us within 90 days after loss. If proof of claim is not given within 90 days, the claim will not be denied or reduced if, that proof was given as soon as reasonably possible. "Proof" as used in this paragraph means proof satisfactory to us.

For the Education Benefit, Proof of Loss must:

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

learning if the Dependent Student is in the 12th grade at the time of Your death. After the first year in a school of higher learning, Due Proof must be submitted in accordance with paragraph (1) in this Method of Payment Section.

#### **ACTION AGAINST COMPANY**

No lawsuit or action may be brought to recover on this provision within 60 days after written proof of loss has been given. No lawsuit or action may be brought after three years from the time written proof of loss is required to be given.

#### **EXAMINATIONS**

We, at our own expense, will have the right to have a Physician or other medical or psychological professional We designate examine You as often as it may require whenever Your loss is the basis of a claim.

#### **EFFECTIVE DATE**

The Effective Date of this provision is the Effective Date of the Policy, unless another date is shown herein.

#### **WHEN INSURANCE UNDER THIS PROVISION ENDS**

Insurance under this provision ends on the earlier of the dates stated in your certificate for your life insurance or on the last day for which premium has been paid for insurance under this provision.

#### **ADDITIONAL PREMIUM**

There will be an additional premium due for insurance under this provision on each premium due date on and after the Effective Date of this provision.

## **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.**

Policyholders with additional questions should first contact their insurer or agent or may then contact:

Executive Director  
California Life and Health Insurance  
Guarantee Association  
P.O. Box 70069  
Los Angeles, CA 90070

or

Allegra Willison, Staff Counsel  
California Department of Insurance  
45 Fremont Street, 24th Floor  
San Francisco, CA 94105

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 coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the 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 coverages.

### **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.



## **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**  
**300 E. Randolph Street**  
**Chicago, IL. 60601-5099**  
**Phone #: 1-800-633-3696**

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**

## **\*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.

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: Life 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  
300 E. Randolph Street  
Chicago, IL 60601-5099  
1-800-348-4511

A decision will be made by Fort Dearborn no more than 90 days after receipt of due proof of loss, except in special circumstances (such as the need to obtain further information), but in no case more than 180 days after the due proof of loss is received. The written decision will include specific reasons for the decision and specific references to the Plan provisions on which the decision is based.

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; and
- the steps that you have to follow to have the claim reviewed.

Any denied claim may be appealed to Fort Dearborn for a full and fair review. You may:

- a) request a review upon written application within 60 days of receipt of claim denial;
- b) review pertinent documents; and
- c) submit issues and comments in writing.

A decision will be made by Fort Dearborn no more than 60 days after receipt of the request for review, except in special circumstances (such as the need to obtain additional evidence), but in no case more than 120 days after the request for review is received. The written decision will include specific reasons for the decision and specific references to the Plan provisions on which the decision is based.

### **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 \$100 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, Pension and Welfare Benefit 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.

# AMENDATORY RIDER

**ATTACHED TO AND MADE A PART OF POLICY NUMBER: FCA3895 (LIFE)**

**Policyholder: ENTERTAINMENT INDUSTRY FLEX PLAN**

**Effective Date of Change: JANUARY 1,2002**

**The above Policy is amended as follows:**

The following provision is added to The Life Plan, under the full-time employee definition.

Coverage can be continued for up to 24 months after the last monthly employer contribution provided premiums due are paid under the union self pay provision.

All other conditions and provisions remain unchanged.

**FORT DEARBORN LIFE INSURANCE COMPANY**



President

