

**Optional Group Term Life Insurance Exclusion
for Active Employees and Retirees**

Suicide Exclusion: Group Term Life Insurance benefits under the Employee's or Retiree's Optional Group Term Life Insurance coverage will not be paid if the Employee's or Retiree's death is a result of intentionally self-inflicted injuries, suicide or attempted suicide, while sane or insane, unless the insurance was continuously in effect for two years immediately before the death. The amount of insurance that will be paid is the amount of the Employee's or Retiree's Optional Group Term Life Insurance that has been continuously in effect for at least two years immediately prior to the date of death. Any increase in the amount of insurance coverage that has been in force for less than two years and resulted solely from salary changes, but not including increases in the insurance coverage amount based on changes in the election or multiple level of coverage, will be included in the insured amount, except that the insurance amount will be based on the insured's Salary, as defined in Article I, on September 1 immediately prior to the date of death.

Accelerated Life Benefit Exclusions for Dependents

The Accelerated Life Benefit for Dependents will not be available if:

1. The insured Employee or Retiree has already received an Accelerated Life Benefit Payment for that Dependent's coverage under the Group Policy or this Supplementary Policy;
2. FDL has been notified that all or a portion of the Group Term Life Insurance under this Supplementary Policy is to be paid to a former spouse as part of a divorce decree or annulment;
3. The insured Dependent is no longer a Dependent; or
4. A Viatical Settlement Option has been made to the insured Employee or Retiree on that Dependent's life.

Dependents' Group Term Life Insurance Exclusion

Suicide Exclusion: The Dependents' Insurance benefits will not be paid if the Dependent's death is a result of intentionally self-inflicted injuries, suicide or attempted suicide, while sane or insane, unless the insurance was continuously in force for two years immediately before the death. The benefit that will be paid is the amount of Dependents' Insurance that has been continuously in effect for two years immediately prior to the date of death.

**Accelerated Life Benefit Exclusions
for Active Employees and Retirees**

The Accelerated Life Benefit will not be available if:

1. The insured Employee or Retiree has already received a viatical settlement payment under this Group Policy;
2. The insured Employee or Retiree has already received an Accelerated Life Benefit Payment under this Group Policy;
3. The insured Employee is in retirement status prior to January 1, 2000, unless the Terminal Condition was diagnosed before the insured Employee's date of retirement;
4. FDL has been notified that all or a portion of the Group Term Life Insurance under this Group Policy are to be paid to a former spouse as part of a divorce decree or annulment;
or
5. The insured is no longer an Employee.

**Accidental Death, Dismemberment and Loss of Sight (AD&D) Benefits
And Voluntary AD&D Benefits
For Active Employees and Dependents
Limitations and Exclusions**

The total amount payable for all losses resulting from any one accident will in no event exceed the Principal Sum for each Employee or Dependent (the Insured).

AD&D or Voluntary AD&D benefits will not be paid for any loss caused by, resulting from or substantially contributed to by any one or more of the following:

- A. Intentionally self-inflicted injuries, suicide or any attempted suicide, while sane or insane; or
- B. Declared or undeclared war or any act associated with war; or
- C. An accident occurring while the Insured is serving on full-time active duty in the Armed Forces of any country or international authority; or
- D. Illness, disease, pregnancy, childbirth, miscarriage, bodily infirmity, or any bacterial infections other than bacterial infection occurring as a consequence of an accidental wound or cut; or
- E. A loss occurring while the Insured is engaged in any felonious activity, or a loss which results from or is related to the Insured's felonious activity. Conviction of a felony is not necessary for a determination of a loss resulting from felonious activity.
- F. The Insured's being intoxicated by reason of alcohol or drug use, or a combination thereof. "Intoxication" shall have the meaning assigned in Section 49.01, Texas Penal Code, as may be amended. Conviction of a crime related to intoxication is not necessary for a determination of a loss resulting from intoxication. This exclusion is applicable whether or not the loss is related to the operation of a motor vehicle.
- G. Travel or flight in any vehicle or device for aerial navigation, including boarding or deplaning, while:
 - 1. being used for any test or experimental purpose; or
 - 2. traveling or flying in an aircraft owned, leased or rented by the State of Texas, as a pilot or member of the crew thereof, provided this item 2 will not apply to a pilot or crew member:
 - a. who is on approved official State of Texas business;
 - b. who is performing duties consistent with his State of Texas job description; and
 - c. in the case of a pilot, who is properly licensed and certified by the Federal Aviation Agency to fly the type of aircraft being operated or is a properly licensed pilot who, while on approved official State of Texas business, is in the process of obtaining certification to fly the type of aircraft being operated; or

3. traveling or flying in an aircraft other than an aircraft owned, leased or rented by the State of Texas, as a pilot or crew member, provided this item 3 will not be applicable to a pilot or crew member who meets all four of the following conditions at the time of any accident:
 - a. is on official State of Texas business;
 - b. is on approved State of Texas travel;
 - c. is eligible for reimbursement by the State of Texas for travel expenses;
and
 - d. in the case of a pilot, is properly licensed and certified by the Federal Aviation Agency to fly the type of aircraft being operated; or
4. engaged in stunt flying, skydiving, crop dusting, banner towing or experimental test flights; or while giving or receiving any training or instructions unless such training or instructions are being given in conjunction with approved official State of Texas business; or
5. being operated by, for or under the direction of any military authority of the United States of America or the similar air transport service of any other country, unless such aircraft is on temporary loan to a State of Texas agency, college, or university, and such flight is in conjunction with approved non-military official State of Texas business.

**Disability Income for Active Employees
Limitations and Exclusions**

Benefits shall not be payable for:

- A. Any Total Disability of an Employee whose coverage is first effective on or after the Plan Effective Date, which commences during the first six months that the Employee's coverage is in force, if the Total Disability is caused or contributed to by, or is a consequence of, an Injury or Sickness for which the Employee received medical treatment, or services, or took prescribed drugs or medicines during the three-month period immediately prior to the effective date of such coverage. If the Employee was required to provide Evidence of Insurability as described in Section G of Article II above, the three-month period will be the three months immediately prior to the date the Employee's application for coverage was signed. This exclusion shall also apply to any election for increase in coverage beginning on the first day such increase is in effect.

This exclusion shall not be applicable:

1. After the Employee has been Actively at Work for six complete and consecutive months following the effective date of coverage.
 2. After the Employee's coverage has been continuously in force for 12 months.
 3. Unless an Employee elected to continue coverage during Leave Without Pay status by direct payment of premiums, upon reinstatement of an Employee's coverage which was suspended due to a Leave Without Pay status, provided that immediately prior to the effective date of such suspension the Employee had been Actively at Work for six consecutive months or the Employee's coverage had been continuously in force for 12 months. If immediately prior to the effective date of such suspension either the Employee had not been Actively at Work for six consecutive months or the Employee's coverage had not been continuously in force for 12 months, following reinstatement of coverage the Employee must complete the balance of any such period not previously satisfied before this exclusion will not be applicable.
- B. Any Total Disability during which the Employee is not under the regular care and attendance of an Approved Practitioner and is not receiving appropriate care which meets national and community medical standards or is not following the treatment prescribed by an Approved Practitioner which would be expected to restore the Employee's ability to engage in compensated employment.
- C. Any Total Disability resulting from war or any act of war, declared or not.
- D. Any Total Disability resulting from injuries sustained or sickness occurring while the Employee is in the service of the armed forces of any country or international authority.
- E. Any Total Disability resulting from intentionally self-inflicted injuries (occurring while the Employee is sane or insane).
- F. Any Total Disability in excess of: (1) For Election I, five months, or (2) For Election II, 24 months, if such Total Disability is due to neuroses, psychoneuroses, psychopathies, psychoses, or any other mental and emotional diseases or disorders of any type unless the Employee is confined due to the foregoing cause or causes in a hospital or institution licensed to provide care and treatment for such cause or causes, in which case benefits will continue until release from such hospital or institution, subject to the Maximum Benefit Period.

- G. Any disability income benefit provided by an Election for which the Employee has not applied or is not making his or her required contribution at the time of his or her Total Disability.
- H. Any Total Disability of an Employee who is working or employed in any capacity.
- I. Any Total Disability caused by, resulting from or contributed to by any Sickness or Injury which occurs while the Employee is engaged in, or which results from, arises out of or is related to, any type of felonious activity. Conviction of a felony is not necessary for a determination of a loss resulting from felonious activity.
- J. Any Total Disability caused by, resulting from or substantially contributed to by the Employee being intoxicated by reason of alcohol or drug use, or a combination thereof. "Intoxication" shall have the meaning assigned in Section 49.01, Texas Penal Code, as may be amended. Conviction of a crime related to intoxication is not necessary for a determination of Total Disability resulting from intoxication. This exclusion is applicable whether or not the Total Disability is related to the operation of a motor vehicle.
- K. Any Total Disability resulting from Sickness or Injury which results from the Employee's being an organ donor.
- L. Any Total Disability in excess of 24 months unless the Employee is Totally Disabled from performing the usual tasks of any compensated occupation as certified by an Approved Practitioner.