

**FORT DEARBORN LIFE INSURANCE COMPANY**

(herein called FDL)

Administrative Office:  
Richardson, Dallas County, Texas

has issued this

**Dependents' Group Term Life Insurance  
Supplementary Contract**

as part of the

**Group Term Life Insurance Policy**  
No. 38000-A (herein called the Group Policy)

to the

**Board of Trustees of the Employees Retirement System of Texas ("ERS")**  
(herein called ERS or the Trustee)

Effective September 1, 2001.

All provisions of the Group Policy will apply to this Supplementary Contract, except that in the event of a conflict, the specific provisions of this Supplementary Contract will govern. Except as stated in this Supplementary Contract, nothing contained herein will be held to alter or affect any of the provisions of the Group Policy.

In consideration of: (1) the Trustee's Application for the insurance provided by this Supplementary Contract; and (2) the payment by the Trustee of the additional premiums required; and subject to: (1) all the provisions of this Supplementary Contract; and (2) all applicable provisions of the Group Policy not in conflict with this Supplementary Contract; FDL agrees to pay, subject to the Suicide Exclusion provision, the amount of insurance as specified herein upon the death of any Dependent insured hereunder.

**In Witness Whereof**, FDL has caused this Supplementary Contract to be executed at its Administrative Office in Richardson, Dallas County, Texas.

*Maureen J. Melville*

Secretary

*Larry M. Newman*

President

**Death benefits of this Supplementary Contract for the Dependent of an Employee will be reduced when an Accelerated Life Benefit Amount payment is paid to the Employee on behalf of that Dependent.**

DISCLOSURE: The Accelerated Life Benefit offered under this Dependents' Group Term Life Insurance Supplementary Contract is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the Accelerated Life Benefit qualifies for such favorable tax treatment, the Accelerated Benefit payment amount will be excludable from your income and not be subject to federal taxation. Tax laws relating to Accelerated Life Benefits are complex. The Employee is advised to consult with a qualified tax advisor about circumstances under which he or she could receive the Accelerated Life Benefit excludable from income under federal law.

Receipt of the Accelerated Life Benefit may affect the Employee's or Dependent's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. The Employee is advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect the Employee's or Dependent's eligibility for public assistance.

## **Dependents' Term Life Insurance Supplementary Contract**

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## Article I — Definitions

- A. **Accelerated Life Benefit for Dependents** means the amount of Dependents' Group Term Life Insurance as requested by the insured Employee or Retiree and approved by FDL to be paid in advance of the insured Dependent's actual death. Accelerated Life Benefit Payment for Dependents can be requested only once during the lifetime of a specific insured Dependent.
- B. **Accelerated Life Benefit Payment for Dependents** means the amount of the Accelerated Life Benefit actually paid to the insured Employee or Retiree. The amount of the Accelerated Life Benefit Payment for Dependents will be equal to the amount of Dependents' Group Term Life Insurance in force on the insured Dependent.
- C. **Act** means the Texas Employees Uniform Group Insurance Benefits Act, Article 3.50-2 of the *Texas Insurance Code*.
- D. **Attending Physician's Statement** as related to Accelerated Life Benefit Payment for Dependents means a written medical opinion of an Approved Practitioner currently licensed to practice in the United States and which:
1. is made at the insured Employee's or Retiree's expense; and
  2. indicates that the insured Dependent has a Terminal Condition; and
  3. includes all medical test results, laboratory reports, and any other information on which the opinion is based; and
  4. indicates the insured Dependent's life expectancy; and
  5. is acceptable to FDL.
- E. **Child** means:
1. the natural child of the Employee or Retiree;
  2. a legally adopted child (including a child living with the adopting parents during the period of probation);
  3. a stepchild whose primary place of residence is the Employee's or Retiree's household;
  4. a foster child whose primary place of residence is the Employee's or Retiree's household and who is not covered by another governmental health program;
  5. a child whose primary place of residence is the household of which the Employee or Retiree is the head and to whom the Employee or Retiree is legal guardian of the child;

**Article I — Definitions (Continued)**

6. a child who is in a parent-child relationship to the Employee or Retiree, provided that:
  - a. the child's primary place of residence is the Employee's or Retiree's household; and
  - b. the Employee or Retiree provides the necessary care and support for the child; and
  - c. if the natural parent of the child is 21 years of age or older, the natural parent does not live in the Employee's or Retiree's household;
7. a child who is considered a dependent of the Employee or Retiree for federal income tax purposes and who is a child of the Employee's or Retiree's child;
8. an eligible child for whom the Employee or Retiree has received a court order requiring the Employee or Retiree to provide medical support for such child; or
9. a Disabled child, as Disabled is defined herein.

**F. Dependent means:**

1. An Employee's or Retiree's spouse, or
2. An unmarried child from date of birth and under 25 years of age or a Disabled Child, as Disabled is defined herein.

Excluding in either 1 or 2 above,

- a. Any person who is a Full-Time Employee as defined in the Act, and is covered under the Basic Group Term Life Insurance coverage of the Group Policy;
- b. Any person who is a Part-Time Employee as defined in the Act and is covered under the Basic Group Term Life Insurance coverage of the Group Policy;

## Article I — Definitions (Continued)

- c. Any person who is a Retiree as defined In the Act and is covered under the Basic Group Term Life Insurance coverage of the Group Policy;
  - d. Any person who was within the 31-day conversion period stipulated in Article IX of the Group Policy, or any person approved for benefits under Article VII of the Group Policy.
- G. **Dependents' Insurance** means the insurance provided by this Supplementary Contract with respect to the life of the Employee's or Retiree's Dependents.
- H. **Disabled**, referring to a Child, means a Child whose mental retardation or physical incapacity is a medically determinable condition which prevents the Child from engaging in self-sustaining employment; provided that the disability commences and the Child was covered immediately prior to such Child's attainment of age 25 and that satisfactory proof of such disability and dependency is submitted by the Employee or Retiree within 31 days following such Child's attainment of age 25 and at such intervals thereafter as may be required by ERS or FDL.
- I. **Personal Insurance** means the insurance provided by the Group Policy with respect to the Employee's or Retiree's own life.
- J. **Qualifying Life Event** means a change in marital status, a change in dependent status, a change in employment status, a change of address that results in loss of benefits eligibility, a change in Medicare or Medicaid status, a significant cost of benefit or coverage change imposed by a third party provider, or a change in coverage ordered by a court.
- K. **Terminal Condition** means a non-correctable health condition that, with reasonable medical certainty established by medical evidence based on objective clinical findings using current American Medical Association guidelines, will result in the death of the insured Dependent within twelve months from the date of the Attending Physician's Statement. The twelve month period is applicable for the Accelerated Life Benefit and for a Viatical Settlement.

## **Article II — Eligibility of an Employee or Retiree for Dependents' Insurance**

An Employee will be eligible for Dependents' Insurance under this Supplementary Contract on the latest of the following dates:

- A. The effective date of this Supplementary Contract; or
- B. The date the Employee becomes eligible for Personal Insurance under the Group Policy; or
- C. The date the Employee first acquires a Dependent as defined in this Supplementary Contract;

provided that if an Employee declines Dependents' Insurance hereunder for any of his or her Dependents, such Dependents will be ineligible for coverage until the Employee submits to FDL satisfactory Evidence of Insurability in accordance with the Employees Retirement System of Texas Enrollment and Participation Rule No. 81.7. FDL will review the medical information and determine if the Dependent is an acceptable risk for coverage. If risk for a Dependent is acceptable, FDL will approve coverage for that Dependent.

A Retiree will be eligible to enroll for Dependents' Insurance at the time of retirement if the Retiree was enrolled for Dependents' Insurance as an Active Employee immediately prior to the date of retirement. A Retiree will be eligible to add Dependents' Insurance after retirement, only if the Retiree was ineligible for Dependents' Insurance at the time of retirement because the Retiree's Dependents were insured as Dependents of an Active Employee or as an Active Employee; provided that if a Retiree declines Dependents' Insurance hereunder for any of his Dependents, all of his Dependents will thereafter remain ineligible for coverage.

A Retiree who is not enrolled for Dependents' Insurance immediately prior to retirement will be eligible to enroll for Dependents' Insurance through the Evidence of Insurability process at the time of retirement, or at summer enrollment, or at the time of a Qualifying Life Event.

If an Employee's or Retiree's Dependent is insured for any term life coverage under the Group Policy, either as an Active Employee or a Retired Employee, such Dependent will be ineligible for Dependents' Insurance under this Supplementary Contract.

### **Article III — Effective Date of Dependents' Insurance**

An Employee or Retiree must be insured for Personal Insurance under the Group Policy, or the Employee or Retiree must be approved for Extended Life Insurance Benefits under Article VII of the Group Policy, in order to be insured for Dependents' Insurance under the provisions of this Supplementary Contract. Application for Dependents' Insurance under this Supplementary Contract by an Employee or Retiree must be for all Dependents which the Employee or Retiree has on the date of such application. Except as otherwise provided in this Supplementary Contract, Dependents' Insurance will become effective in accordance with the provisions of Article II of the Group Policy to which this Supplementary Contract is attached, as though the Application for Dependents' Insurance was an application for insurance of an eligible Employee or Retiree.

### **Article IV — Premiums**

#### **A. Minimum Premium Agreement**

Premiums for Dependents' Insurance are determined in accordance with the Minimum Premium Agreement entered into by the Trustee and FDL. If the Minimum Premium Agreement is terminated and not replaced by a similar Agreement, FDL reserves the right to determine the premium rates as described below. Such premium rates will become effective on the day following the date of termination of the Minimum Premium Agreement.

#### **B. Payment of Premiums**

In the absence of the Minimum Premium Agreement described in Article IV, Section A above, continuance of Dependents' Insurance will be contingent upon payment of the premium by the Trustee to FDL at its Administrative Office in Richardson, Dallas County, Texas in advance on the first day of the Insurance Month following the termination of the Minimum Premium Agreement. The payment of premiums is subject to the grace period as defined in the Group Policy.

#### **C. Premium Rates**

The monthly premium rate will be for each Employee or Retiree who is insured for Dependents' Insurance regardless of the number of Dependents of such Employee or Retiree. FDL will have the right to change the premium rate on any Policy Anniversary. The premium for this Supplementary Contract will be calculated by multiplying the number of Employees or Retirees insured for Dependents' Insurance hereunder on the premium due date by the premium rate then applicable. The Trustee will remit to FDL 100% of the figure thus obtained.

## **Article V — Amount of Insurance**

The amount of insurance which will be in force under this Supplementary Contract will be in accordance with the Trustee's Application under Section II Schedule of Insurance for Dependents Group Term Life Insurance Supplementary Contract and the classifications of Employee or Retiree at the time of death of the Dependent; except in no event will coverage of a Dependent spouse or a Dependent Child exceed 100% of the amount of Basic Group Term Life Insurance in force under the Group Policy on the life of the Employee or Retiree.

## **Article VI — Payment of Benefits**

Subject to the terms and conditions of the Group Policy and this Supplementary Contract, FDL agrees to:

- A. determine the death benefit of the insured Dependent in accordance with Section II -- Schedule of Insurance for Dependents' Group Term Life Insurance Supplementary Contract and Accidental Death, Dismemberment, and Loss of Sight Supplementary Contract in the Trustee's Application; and
- B. immediately upon receipt of due proof of the death of a Dependent insured under this Supplementary Contract, pay the death benefit for such insured Dependent; and
- C. pay the death benefit of the insured Dependent at its Administrative Office in Richardson, Dallas County, Texas to:
  1. the irrevocable beneficiary if one is so designated in a viatical settlement; or
  2. the Employee or Retiree, if living; otherwise
  3. upon establishment of a valid claim, to the person or persons surviving at the date of the Employee's or Retiree's death in the order of precedence as provided in Article V of the Group Policy.

If an Accelerated Life Benefit has been paid on the life of a Dependent, no additional death benefit is payable under that Dependent's Group Term Life Insurance. However, any death benefit for the Dependent's death as a result of an Accidental Bodily Injury may be payable to the Employee as beneficiary under the terms of the Dependents' Accidental Death, Dismemberment and Loss of Sight Supplementary Contract.

### **Article VII — Termination of Insurance**

The Dependents' Insurance for any Dependent of the Employee or Retiree insured under this Supplementary Contract will automatically cease:

- A. Upon termination of the Employee's or Retiree's Personal Insurance under the Group Policy, excluding termination of the Employee's Personal Insurance due to approval of Extended Life Insurance Benefits under Article VII of the Group Policy; or
- B. Upon termination of this Supplementary Contract; or
- C. Upon termination of the Group Policy of which this Supplementary Contract is a part; or
- D. At the end of the period for which such Employee or Retiree made his or her last premium contribution under this Supplementary Contract if he or she fails to make the required premium contribution when due; or
- E. The date the Employee or Retiree is expelled from the Uniform Group Insurance Program for fraud or attempted fraud; or
- F. The last day of the Insurance Month in which the Employee or Retiree is no longer covered through HealthSelect of Texas, HealthSelect Plus, or an HMO contracting with the Employees Retirement System of Texas.

The insurance of any Employee or Retiree under this Supplementary Contract with respect to any Dependent will, in any case, automatically cease on the last day of the Insurance Month in which the Dependent ceases to be a Dependent as defined herein.

### **Article VIII — Individual Certificate of Insurance**

FDL will issue to the Employer, for delivery to each Employee or Retiree whose Dependent's life is insured under this Supplementary Contract, a certificate book setting forth the insurance benefits to which he or she is entitled and to whom benefits are payable and the Conversion Privilege for the spouse's coverage.

## Article IX — Conversion Privilege

If the spouse of an Employee or Retiree is insured under this Supplementary Contract, an Accelerated Life Benefit Payment for Dependents has not been paid for the spouse, and the coverage for that spouse terminates due to the Personal Insurance of the Employee or Retiree ceasing because of:

- A. termination of employment;
- B. termination of membership in the class or classes eligible for coverage under the Group Policy; or
- C. the death of the Employee or Retiree;

then the spouse may apply for conversion of his or her group term insurance coverage under this Supplementary Contract to an individual policy of life insurance without providing Evidence of Insurability. The individual life insurance policy will be without Accidental Death, Dismemberment and Loss of Sight Benefits, Accelerated Life Benefit, or any other supplementary benefits. The conversion will be subject to the following conditions:

- A. The application for the conversion must be submitted to FDL within 31 days after cessation of insurance coverage for the spouse under this Supplementary Contract; and
- B. The payment of the first premium for the individual life insurance policy. The premium will be at FDL's then customary rate applicable to the form and amount of the individual life insurance policy, to the class of risks to which the spouse belongs, and to his or her attained age on the effective date of the individual life insurance policy; and
- C. The individual life insurance policy will be on any one of the forms, except term insurance, that will be selected by the Employee or Retiree from among the forms then customarily issued by FDL at the age and for the amount applied for; and
- D. The effective date of the individual life insurance policy will be at the end of the 31-day period during which application for the individual life insurance policy may be made; and
- E. Such individual life insurance policy will contain all terms and provisions that are included in the individual life insurance policies of the same form customarily being issued by FDL at the age applied for on the effective date of the individual life insurance policy.

Any spouse whose coverage under this Supplementary Contract ceases because of termination of this Supplementary Contract or because of amendment to this Supplementary Contract which terminates the Dependents' Insurance of the class of Employees or Retirees to which the Employee or Retiree belongs, and if such spouse has then been continuously covered under this Supplementary Contract for at least five years, that spouse will be entitled to have an individual life insurance policy issued to him or her by FDL under the same conditions as would apply if the Employee's employment had then terminated, except that the amount of the individual policy will not exceed the lesser of:

- A. the amount of the spouse's group term life insurance under this Supplementary Contract ceasing because of the termination or amendment of this Supplementary Contract reduced by the amount of any life insurance for which such spouse is or becomes eligible for under any group policy issued or reinstated by FDL or another insurer within 31 days after such termination; and
- B. \$2,000.

The effective date of any individual life insurance policy issued hereunder will be at the end of the 31 day period during which application for the individual life insurance policy may be made.

If the spouse of any Employee or Retiree dies during the period during which such spouse would have been entitled to have an individual life insurance policy issued as provided above, and before such policy becomes effective, the amount of life insurance which such spouse would have been entitled to have issued under such individual policy will be payable as a claim under this Supplementary Contract whether or not application for the individual life insurance policy or the payment of the first premium therefor had been made.

#### **Article X — Renewal Privilege**

This Supplementary Contract will be renewed from year to year on each anniversary of the Group Policy for a further term of one year, subject to the foregoing provisions, at the option of the Trustee, upon payment within the grace period for premiums for the amount of Dependents' Insurance as renewed, computed on the basis of the premium rates then in effect. This Supplementary Contract may be renewed only if the Group Policy is renewed in accordance with its terms.

#### **Article XI — Assignment of Individual Insurance**

The Employee's or Retiree's certificate book or any riders thereto and the Dependents' Insurance provided hereto are not assignable except by irrevocable beneficiary designation as part of a viatical settlement permitted by law.

## Article XII — General Provisions

- A. **Coordination of Benefits.** If a Dependent has been insured under the Group Policy as an Employee or Retiree and is eligible for conversion following termination of such insurance, insurance on such Dependent under this Supplementary Contract will not become effective until the 32nd day following termination of such insurance.

If a Dependent spouse has been insured under this Supplementary Contract and is eligible for conversion following termination of such insurance and becomes eligible for insurance as an Employee or Retiree under the Group Policy, insurance on such spouse under the Group Policy will not be effective until the 32nd day following termination of insurance on the spouse's life under this Supplementary Contract.

- B. **Coverage Data.** The Trustee will furnish FDL with the information necessary, in the opinion of FDL, to determine the premium and pay the claims.
- C. **Due Proof of Loss:** FDL will require that the person or persons claiming benefits under this Group Policy furnish documents and written instruments to determine the certainty of the death any person insured by this Group Policy or any supplementary contracts attached and made a part of this Group Policy. FDL may use such documents or written instruments to establish the right of the person or persons claiming benefits to receive those benefits claimed. Such documents or written instruments will include but not be limited to a signed and completed claim form, return of the certificate, a certified copy of a death certificate and a newspaper article describing the insured person's death (if available).
- D. **Incontestability.** This Supplementary Contract will be incontestable after two years from the date of issue except for nonpayment of premium and except if coverage has been obtained through fraud, attempted fraud or misrepresentation.

In the absence of fraud, attempted fraud, or misrepresentation, no statement made by an Employee or Retiree in enrolling for Dependent coverage or any person insured under this Supplementary Contract relating to the Dependent's insurability will be used in contesting the validity of the insurance with respect to which such statement was made unless:

1. coverage for which the statement was made has been in force for less than two years prior to the contest during the lifetime of the person covered; and
  2. any statement is in a written instrument signed by the person making such statement.
- E. **Legal Action.** No action at law or in equity may be brought against FDL to recover on this Supplementary Contract prior to the expiration of 60 days after proof of loss has been filed in accordance with the requirements hereof, nor will such action be brought at all unless brought within three years from the expiration of the time within which proof of loss is required.

## Article XII — General Provisions (Continued)

If any time limitation of this Supplementary Contract with respect to giving notice of claim, furnishing proof of loss, or bringing an action at law or in equity is less than that permitted by law of the state in which the Employee resides at the time this Supplementary Contract is issued, such limitation is hereby extended to agree with the minimum permitted by such law.

- F. **Misrepresentation; Incomplete or Incorrect Information:** If during the underwriting or claims review process and if FDL has reason to believe that information provided is not correct or is incomplete, FDL may, subject to an authorization signed by the Employee, Dependent, Retiree or designated beneficiary, as appropriate, request additional information from any one or all of the sources listed in the signed authorization.
- G. **Misstatement of Age.** In the event the age of any person insured under this Supplementary Contract has been misstated, there will be an equitable adjustment of premiums made so that the Trustee will pay to FDL the actual premiums at the true age of such Employee or Retiree.
- H. **Notice of Claim.** Written notice of the death of a covered Dependent of the Employee or Retiree, while covered under this Supplementary Contract, must be given to FDL within two years after the date of death. If such notice is not given, FDL will not be liable for any payment on account of such death.
- I. **Suicide Exclusion.** The Dependents' Insurance under this Supplementary Contract 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 coverage 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.

### Article XIII — Accelerated Life Benefit for Dependents

If an insured Dependent is diagnosed with a Terminal Condition while insured under this Supplementary Contract of the Group Policy, the Employee or Retiree may request an Accelerated Life Benefit for Dependents. An Accelerated Life Benefit is available for the insured Employee or Retiree to request on behalf of the insured Dependent and is not available at the election of the dependent. Upon approval of the claim, FDL will send the requested Accelerated Life Benefit Payment to the insured Employee or Retiree subject to the following conditions:

- A. **Request for Accelerated Life Benefit for Dependents.** The insured Employee or Retiree must complete an “Accelerated Life Insurance Benefit Claim Form” and submit it together with an Attending Physician’s Statement to FDL attesting to the insured Dependent’s Terminal Condition.
- B. **Amount of the Accelerated Life Benefit Payment for Dependents.** The amount of the requested Accelerated Life Benefit Payment will be for the total amount of the insured Dependent’s Term Life Insurance Amount under this Supplementary Contract.
- C. **Effect on Term Life Insurance in Force.** Upon approval of a request for and payment of an Accelerated Life Benefit Payment, the amount of Term Life Insurance Amount then in force on the life of the insured Dependent prior to such payment will be affected as follows:
  - 1. The Term Life Insurance Amount will be reduced by the amount of the approved Accelerated Life Benefit Payment which will leave a zero amount remaining. Therefore, there will be no death benefit available upon the natural death of the Dependent.
  - 2. The insured Dependent’s Group Term Life Insurance premium rate will not be decreased as a result of the Accelerated Life Benefit payment for that Dependent.
  - 3. The amount of Dependent Group Term Life Insurance cannot be reinstated or increased in any manner in the event the insured Dependent does not die within the twelve month period.

With the Accelerated Life Benefit Payment, FDL will include a statement to the insured Employee or Retiree specifying the effect of the Accelerated Life Benefit Payment on the Term Life Insurance Amount and on future premiums becoming due under this Supplementary Contract.

- D. **Other Coverages.** Any other coverages held by the insured Dependent under this Group Policy and any Supplementary Contracts attached and made a part thereof, including Dependents’ Accidental Death, Dismemberment and Loss of Sight Benefits and Voluntary Accident Insurance will not be subject to this Accelerated Life Benefit and will not be affected by any Accelerated Life Benefit Payment provided all required premiums for such coverage continue to be paid as they become due.

### Article XIII — Accelerated Life Benefit for Dependents (Continued)

- E. **Denial of Benefit.** FDL will decline a request for an Accelerated Life Benefit Payment for an insured Dependent if, prior to FDL's remittance of the Accelerated Life Benefit Payment:
1. The Group Term Life Insurance under this Supplementary Contract on the insured Dependent's life ceases for any reason; or
  2. FDL is notified of the insured Dependent's death.
- F. **Method of Payment.** Any payment by FDL of the Accelerated Life Benefit for Dependents will be made to the insured Employee or Retiree in one lump sum.
- G. **Exclusions.** 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 Contract;
  2. FDL has been notified that all or a portion of the Group Term Life Insurance under this Supplementary Contract is to be paid to a former spouse as part of a divorce decree or annulment; or
  3. The insured Dependent is no longer a Dependent.
  4. A Viatical Settlement Option has been made to the insured Employee or Retiree on that Dependent's life.
- H. **General Provisions Applicable to Accelerated Life Benefit**
1. **Conversion Privilege.** In the event the Conversion Privilege under this Supplementary Contract is exercised by an insured Dependent spouse, then this Accelerated Life Benefit will not be applicable to such insured Dependent spouse after conversion.
  2. **Proof of Terminal Condition and Examinations.** FDL will have the right to require proof of an insured Dependent's Terminal Condition. An Attending Physician's Statement must be submitted as proof and must be provided by an Approved Practitioner licensed to practice in the United States. The proof must be in a form satisfactory to FDL. Any delay in submitting proof will not cause a request for an Accelerated Life Benefit Payment to be denied as long as the proof is given as soon as reasonably possible. After such proof is given, FDL may request that such insured Dependent be examined by Approved Practitioners of FDL's choice at FDL's expense. If an insured Dependent fails to submit proof satisfactory to FDL of the Terminal Condition, a request for an Accelerated Life Benefit Payment will be denied.

**Article XIII — Accelerated Life Benefit for Dependents (Continued)**

3. **Termination of the Terminal Condition.** In the event the insured Dependent no longer has a reported Terminal Condition and:
  - a. an Accelerated Benefit Payment has been made for the insured Dependent, the amount of Term Life Insurance for such insured Dependent under this Supplementary Contract will be zero although premiums will be due on the entire amount of Term Life Insurance for that Dependent as if the Accelerated Life Benefit Payment had not been made; or
  - b. if an Accelerated Life Benefit Payment has not been made, such prior Terminal Condition will not preclude such insured Dependent from the provisions of this Accelerated Life Benefit for Dependents.