

## DEFINITIONS

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

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

**Active Service** means that an Employee is:

1. performing the normal duties of his occupation; and
2. working the number of hours set forth in the Eligibility Provision.

**Application** means the document which sets forth the eligible classes, the amounts of insurance, and other relevant information pertaining to the plan of insurance for which the Policyholder applied.

**Annual Compensation** means the greater of:

1. Your last reported gross annual income from Your Employer; or
2. Your gross annual income from Your Employer in effect on the September 1 immediately preceding the date of loss.

It includes:

1. hazardous duty pay;
2. longevity pay;
3. employee contributions made through a salary reduction agreement with Your Employer to an IRC Section 401(k), 403(b), 501(c)(3), 457 deferred compensation plan, or any other qualified or non-qualified employee Retirement Plan or deferred compensation arrangement; and
4. amounts contributed to Your fringe benefits according to a salary reduction arrangement under an IRC Section 125 plan.

It does not include:

1. commissions;
2. bonuses;
3. overtime pay;
4. Your Employer's contribution on Your behalf to a retirement plan or deferred compensation arrangement; or
5. any other extra compensation.

**Basic GTL** means Basic Group Term Life insurance.

**Change in Status** means an event which qualifies You to make changes in benefit selections at a time other than an annual enrollment period. A Change in Status includes, but is not limited to:

1. marriage; or
2. divorce, annulment or legal separation; or
3. Birth or adoption of a dependent child; or
4. Death of Your spouse; or
5. Termination of Your spouse's employment; or

6. A change in the benefit plan available to Your spouse; or
7. A change in employment status for You or Your spouse that affects Your eligibility for benefits.

To apply for a Change in Status, You must contact Your institution HR/Benefits Office within 31 days of the date of the qualifying event. The requested change must be consistent with the qualifying event. Your institution HR/Benefits Office will review the request and make a final decision as to whether or not the requested change qualifies.

**Child** means:

1. a natural child;
2. an adopted child;
3. a stepchild who has a regular parent/child relationship with the Employee;
4. a foster child under a legally supervised foster care program; or
5. other child who is in a parent-child relationship with the Employee.

You may be required to provide legal papers to show Your relationship to a child who is not Your natural child.

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

**Dependent Voluntary GTL or Dependent VGTL** means Dependent Voluntary Group Term Life insurance.

**Employee** means an employee in Active Service with the Policyholder, at the Policyholder's usual place of business or such place(s) that the Policyholder's normal course of business may require and is reported on the Employer's records for Social Security and tax withholding purposes.

**Evidence of Insurability (EOI)** means such evidence, provided at no expense to Us, including medical records and a possibly a physical examination, as may be required by Us to determine that an Employee, Retired Employee or Dependent is an acceptable risk for changes in existing insurance or issuance of new insurance. Evidence of Insurability information must be reviewed by and coverage approved by FDL before such coverage becomes effective

**Injury** means bodily harm resulting directly from an Accident and independently of all other causes.

**Insured** means an Employee or a Retired Employee covered under the Policy.

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

**Noncontributory** means the Policyholder pays 100% of the premium for this insurance.

**Policy** means the group contract between the Policyholder and Us which provides group insurance benefits.

**Policyholder** means The University of Texas System or System.

**Prior Plan** means the plan of insurance providing similar benefits to Employees, sponsored by the Employer and in effect immediately prior to the Policy Effective Date.

**Retirement Program** means Teacher Retirement System of Texas (TRS), the Employee Retirement System of Texas, the Optional Retirement Program established by Chapter 830, Texas Government code, or any other federal or state statutory retirement program to which the System has made employer contributions.

**System** means The University of Texas System.

**Total Disability or Totally Disabled** provision means that You are unable to perform all of the material duties of any occupation for which You are or may reasonably become qualified by reason of education, training or experience.

**Us** means Fort Dearborn Life Insurance Company or FDL. For purposes of this Policy, any notice or other form that is required pursuant to this Policy is considered to have been submitted to Us by an Employee/Retired Employee

upon delivery of the Form to the institution HR/Benefits Office at the Employee/Retired Employee's institution for delivery to Us.

**Voluntary GTL or VGTL** means Voluntary Group Term Life insurance.

**Voluntary Spouse GTL or VSGTL** means Voluntary Spouse Group Term Life insurance.

**You or Your** means the Employee or Retired Employee covered under the Policy to whom this Certificate was delivered.