

Baylor University Policy No. 24220

Retiree Term Life Insurance

Death Benefits will be reduced if an Accelerated Benefit is paid.

DISCLOSURE: The Accelerated Benefit offered under this certificate-booklet is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the Accelerated Benefit qualifies for such favorable tax treatment, the benefits will be excludable from your income and not subject to federal taxation. Tax laws relating to Accelerated Benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which you could receive the Accelerated Benefit excludable from income under federal law.

Receipt of an Accelerated Benefit may affect your, your spouse or your family'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. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect your, your spouse and your family's eligibility for public assistance.



**FORT DEARBORN LIFE
INSURANCE COMPANY**

Class Ret
G24220RTL0609Ret

Explanation

This certificate-booklet describes the group life insurance program available to you as one of the benefits of your employment. It affords a nontechnical description of the life insurance benefits available to your family in the event of your death.

The label affixed to the cover of this certificate-booklet shows your policy and certificate numbers, and the amount and effective date of your life insurance. If a change is made in the amount of your insurance, you will be issued a new label to be affixed indicating the new amount and the new effective date.

This certificate-booklet is not a contract. The necessary detailed provisions affecting this program are contained in a Group Policy which has been issued to your Employer. Some words, however, are necessarily used here in their technical sense as stated in the Group Policy. To be sure of their meaning, refer to the "Definitions" sections. If there are any differences in meaning between this certificate-booklet and the Group Policy, the Group Policy prevails.

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All words which are used as defined terms are capitalized. The definitions for these words are found in the "Definitions" sections.

This certificate evidences all term life insurance in force on the effective date shown on the life of the named employee under the Group Life Insurance Policy bearing the policy number shown.

In any instance when an employee is not actively at work on the date his insurance would otherwise become effective, the insurance shall become effective on the date following the first day he is again actively at work.

The following is an outline of portions of the Group Life Insurance Policy:

ARTICLE I — DEFINITIONS

As used in this Policy:

- B. **EMPLOYEE** means a person who regularly renders personal services, not less than one hundred twenty (120) hours per month in the business of the Employer, and who (except in the case of a proprietor, partner, or corporation officer or director) is compensated for such services by salary or wages.
- C. **ACTIVELY AT WORK, ACTIVE WORK, or ACTIVE SERVICE** shall mean the active expenditure of time and energy in the services of the Employer; provided, however, that an employee shall be deemed to be actively at work on each day of a regular paid vacation, or on a regular non-working day, on which he is not disabled provided he was actively at work on the last preceding working day.
- F. **TERM INSURANCE** means life insurance which provides for payment of its face amount on a term basis upon the death of the insured employee.
- G. **SCHEDULE OF INSURANCE** means the Schedule of Insurance appearing in the Employer's application herefor, or the latest of any revised schedules submitted by the Employer and accepted by FDL to replace one previously effective.

ARTICLE IV — AMOUNT OF INSURANCE

- A. The amount of insurance on each employee, except as otherwise provided in Section D of this Article IV, shall be determined in accordance with the classes described under "Amounts of Insurance" in the Schedule of Insurance.
- B. The insurance provided under this Policy shall be term insurance.
- C. Any increase in the amount of insurance of an employee due to a change in class shall become effective automatically on the policy anniversary next following the date of such change; except that if the employee is not actively at work on the day the amount of his insurance would otherwise be increased, such increase shall not become effective until the first day of the insurance month next following the date such employee is again actively at work.
- D. Any decrease in the amount of insurance of an employee due to a change in class shall become effective automatically on the policy anniversary next following the date of such change.

ARTICLE V — PAYMENT OF BENEFITS

- A. Immediately upon receipt of due proof of the death, while insured hereunder, of any employee, FDL will pay the amount of insurance then in force on the life of that employee to the designated beneficiary, subject to the further provisions of this Article. FDL shall not be required to recognize a beneficiary designation unless furnished to it on its form provided for that purpose, or otherwise expressly accepted by it. If two or more beneficiaries are designated and if the employee has not specifically provided otherwise, payment will be made equally to such beneficiaries or to the survivors or survivor of them.
- B. Any employee while insured hereunder may, from time to time, change his designation of beneficiary by written request filed at the Administrative Office of FDL through the Employer on a form furnished by or satisfactory to FDL. Such change will take effect as of the date of execution of such request, whether or not the employee be living at the time of such filing, but without prejudice to FDL on account of any payments made by it before receipt of such request at its Administrative Office. If any designated beneficiary predeceases the employee, the share of the insurance on such employee which such beneficiary would have received if living will, except as may be otherwise specifically provided by the employee, be payable equally to the remaining designated beneficiaries, if any, who survive the employee. If no designated beneficiary survives the employee, the amount of insurance will be payable to the executors or administrators of the employee's estate.
- C. Upon written request, satisfactory to FDL, the proceeds of an employee's insurance will be paid in accordance with one of the options described below in Subsection 1.
 - 1. **OPTIONS.**
 - a. **FIXED PERIOD.** Payments for a fixed period, not more than 25 years in accordance with the Table for Option a.
 - b. **LIFE INCOME.** Payments for life of payee, guaranteed for 5, 10, or 20 years. Payments for each \$1,000 applied under this option will be determined in accordance with the Table for Option b.
 - c. **FIXED AMOUNT.** Payments of a fixed amount, not less than \$5 per month for each \$1,000 applied, until proceeds and interest are exhausted.
 - d. **INTEREST INCOME.** Annual interest payments on funds left on deposit for life of payee or for a fixed period, not more than 25 years.

2. CONDITIONS.

- a. Written request must be made by the employee while living; or, in the absence of such request, by the beneficiary after the employee's death.
- b. A change of beneficiary revokes any prior election.
- c. Proceeds must be sufficient to produce installment or interest payments of at least \$20 per payment.
- d. If the payee is a trustee or a business entity, options are available only with the consent of FDL.
- e. Unless the option was elected by the person to receive payment, withdrawal or transfer of funds between options may be made only to the extent specified in the election. Option b may not be changed after income payments begin.

3. INTEREST. The interest rate guaranteed is 3% under Options a, c, and d, and 2 ½% under Option b. Interest is compounded annually. Additional interest may be paid in the amount and by the method determined by FDL. The interest rate used in computing income payments will be used in determining the withdrawal value of guaranteed payments remaining unpaid at the payee's death.

ARTICLE VI — EXTENDED INSURANCE BENEFIT

- A. If the employee, while insured and while under age sixty, becomes totally disabled from bodily injury or disease, thereby being prevented for a period of at least six months from performing any work or engaging in any occupation for compensation or profit, the employee's insurance hereunder will be continued without payment of premiums, subject to the further provisions of this Article VI.
- B. Written proof of such total disability must be submitted by or on behalf of the employee to FDL at its Administrative Office after the said six months and within nine months following the onset of such total disability. Thereupon, and unless within thirty days FDL rejects such proof as unsatisfactory, this Extended Insurance Benefit shall become operative, relating back to the first premium payment becoming due after the date of onset. The benefit will automatically expire when any twelve-months period shall have elapsed after the last submission of satisfactory proof of continuing total disability.
- C. The original proof of total disability, and each proof of continuing total disability must be furnished in writing to FDL on the initiative of the disabled employee or his personal representative without the necessity of FDL's requesting any such proof.
- D. The amount of insurance to be extended under this Extended Insurance Benefit, will be the amount of insurance in force hereunder on the life of the particular employee as determined under the provisions of Article IV of this policy.

- E. FDL has the right to have the employee examined at any time or times during the period of claimed disability, and this benefit shall expire immediately and without notice if at any time consent to make such examination is refused by the employee, his physician, or his beneficiary.
- F. If this benefit expires as provided in Section B or E of this Article VI, insurance of such employee will be continued hereunder only if regular premium payments for him are promptly resumed; but, in the alternative, if his employment with the Employer has then been terminated, he will be entitled to apply for a policy of life insurance in accordance with Article VIII, Section A, of this Policy as though employment had terminated at the date of expiration of this benefit.
- G. This Extended Insurance Benefit does not apply to any employee who has attained his sixtieth birthday at the date total disability commences, or to any supplementary coverages under this Policy.
- H. If an individual policy of life insurance has become effective in accordance with Article VIII of this Policy, or in accordance with any supplement to this Policy, this Extended Insurance Benefit shall be applicable only if such policy is surrendered to FDL without claim other than for return of the premiums paid thereon less any indebtedness.

ARTICLE VII — TERMINATION OF INDIVIDUAL INSURANCE

- A. The insurance on any employee shall automatically terminate immediately upon the earliest of the following dates:
 - 1. The date of termination of his employment with the Employer, or membership in the class or classes eligible for coverage under this Policy;
 - 2. The effective date of an amendment to this Policy which terminates the insurance of any class or classes eligible for coverage under this Policy;
 - 3. The date of termination of this Policy;
 - 4. The date of expiration of the last period for which he has made any required contribution toward payment of premiums, except as otherwise provided in Article VI of this Policy.
- B. Cessation of active work by the employee shall be deemed termination of employment; provided that if the cessation of active work is on account of (a) sickness or injury or (b) being temporarily laid off or having been granted a leave of absence, then in any such event insurance of any such employee shall automatically and without notice terminate when premium payments for his insurance are discontinued by the Employer acting according to rules which preclude individual selection. In no event shall the insurance on any employee who has been temporarily laid off or been granted a leave of absence be continued by payment of premiums beyond the end of the insurance month following that during which leave or layoff commences.

ARTICLE VIII — CONVERSION PRIVILEGE

- A. If the insurance, or any portion of it, on a person covered under this Policy ceases because of termination of employment or of membership in the class or classes eligible for coverage under this Policy, such person shall be entitled to have issued to him by FDL, without evidence of insurability, an individual policy of life insurance without disability or other supplementary benefits, provided written application for the individual policy is made, and the first premium thereon paid to FDL, within thirty-one days after such termination, and provided further that,
1. the individual policy shall be on any one of the forms, except term insurance, that shall be selected by the employee from among the forms then customarily issued by FDL at the age and for the amount applied for;
 2. the individual policy shall be in an amount not in excess of such employee's term insurance which ceases because of such termination;
 3. the premium on the individual policy shall be at FDL's then customary rate applicable to the form and amount of the individual policy, to the class of risk to which the employee then belongs, and to his age attained on the effective date of the individual policy;
 4. any individual policy issued under the conversion privilege will take effect at the end of the thirty-one day period during which application for the individual policy may be made; and
 5. such individual policy shall contain all terms and provisions that are included in the individual policies of the same form customarily being issued by FDL at the age applied for on the effective date of the individual policy.
- B. If this Policy terminates, with respect to all employees or with respect to any class or classes of insured employees, the employee will, if he was insured under this Policy at the date of such termination, and if he has been continuously insured under this Policy for at least five years prior to such termination, and if his insurance under this Policy, or any portion of such insurance ceases because of such termination, be entitled to the conversion privilege above described as though his employment had terminated on the date of such termination, except that the amount of the individual policy will not exceed the smaller of (a) the amount of the employee's insurance under this Policy which ceases because of such termination or amendment of this Policy less the amount of any life insurance for which he is or becomes eligible under any group policy issued or reinstated by FDL or by any other insurer within thirty-one days after such discontinuance, and (b) \$2,000.
- C. If an insured employee dies within thirty-one days after termination of his insurance and while he is entitled to have an individual policy issued to him under the conversion privilege and before any such individual policy has become effective, the amount of life insurance which the employee is entitled to have issued to him under such individual policy will be payable as a claim under this Policy, whether or not application for the individual policy or the payment of the first premium therefor has been made.

ARTICLE IX — GENERAL PROVISIONS

- B. Renewal: This Policy may be renewed from year to year on anniversaries of the policy date, but continuance of the insurance hereunder shall be conditioned upon payment of premiums at such rates as may be determined by FDL. FDL may, at its option, refuse renewal if the number of employees insured hereunder is less than ten (10) or less than seventy-five percent (75%) of the total number of employees eligible, or if employees are contributing to the payment of premiums for insurance at a rate in excess of seventy-five percent (75%) of the average insurance premium.
- D. Incontestability: This Policy shall be incontestable after two years from date of issue except for non-payment of premiums. No statement made by any person insured under this Policy relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such person's lifetime nor unless it is contained in a written instrument signed by him.
- E. Non-assignability: The insurance and any benefits provided hereunder are not assignable.
- F. Misstatement of Age or Sex: In the event the age or sex of any person insured under this Policy has been misstated, the amount of insurance for such person shall be that determined in accordance with the terms of this Policy, and there shall be an equitable adjustment of premiums made so that the Employer shall pay to FDL the actual premiums at the true age of such employee.
- H. Notice of Claim: Written notice of the death of the employee while covered under this Policy, either while in the active service of the Employer or during a period when the Extended Insurance Benefit is in effect, 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. Contract; Amendments:
1. This Policy and the application of the Employer herefor, a copy of which is attached hereto and the applications of employees, if any, shall constitute the entire contract. All statements made by the policyholder or by the person insured shall be deemed representations and not warranties, and no statement made by any person insured shall be used in any contest or in defense of a claim hereunder unless a copy of the instrument containing the statement is or has been furnished to such person or his beneficiary.
 2. This Policy may be amended or changed at any time, subject to the laws of the jurisdiction in which it is delivered, without the consent of the employees insured hereunder or of their beneficiaries by written agreement between the Employer and FDL. Only the President, a Vice President, the Secretary or an Assistant Secretary of FDL has the power to change, modify, or waive the provisions of this Policy, and then only in writing done at the Administrative Office. FDL shall not be bound by any promise or representation heretofore or hereafter made by or to any agent or person other than specified above.

An Amendment

To be inserted in the Certificate for Group Term Life Insurance.

This amendment will be effective on the date of the corresponding Group Policy amendment or the effective date shown on the label affixed to the cover of the Certificate, whichever is later.

The Certificate is amended as follows:

Article I, Section C and Article VII, Section B are amended by the addition of the following:

An approved leave of absence is not deemed cessation of active work.

Article IV is amended by deletion of Section C in its entirety and the substitution of the following:

- C. Any increase in the amount of insurance of an employee due to a change in class shall become effective on the first of the insurance month on or next following the date of change. If the employee is not actively at work on the day the amount of his insurance would otherwise be increased, such increase shall not become effective until the first of the insurance month on or next following the date such employee is again actively at work.

Article IV is amended by the deletion of Section D in its entirety and the substitution of the following:

- D. Any decrease in the amount of insurance of an employee due to a change in class shall become effective on the first day of the insurance month on or next following the date of such change.

An Amendment

To be inserted in the certificate or certificate-booklet describing your Group Term Life Insurance

This amendment will be effective on the date of the corresponding Accelerated Benefit Rider to the Group Policy or the effective date shown on the label affixed to the cover of your certificate or certificate-booklet, whichever date is later.

If you were issued a certificate describing your Group Term Life Insurance, it is amended to include the following benefit provision.

If you were issued a certificate-booklet describing your Group Term Life Insurance, the wording of the "Accelerated Benefit" portion is amended by deletion in its entirety and substitution of the following:

Accelerated Benefit

Death Benefits will be reduced if an Accelerated Benefit is paid.

DISCLOSURE: The Accelerated Benefit offered under the Group Policy is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the Accelerated Benefit qualifies for such favorable tax treatment, the benefits will be excluded from your income and not subject to federal taxation. Tax laws relating to Accelerated Benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which you could receive the Accelerated Benefit excludable from income under federal law.

Receipt of an Accelerated Benefit payment may affect your, your spouse or your family'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. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect your, your spouse and your family's eligibility for public assistance.

Accelerated Benefit

If you are diagnosed with a Terminal Condition while you are insured under the Group Policy, you may request an Accelerated Benefit. An Administrative Fee of \$150.00 will be deducted from the discounted Value of the Accelerated Benefit before the payment is made. Upon approval of the request, FDL will send the Accelerated Benefit Payment to you. Before the payment is made, the following conditions must be met:

- **Request for Accelerated Benefit.** You, or your court appointed legal representative, must complete a "Request for Accelerated Benefit" form and send it together with a Physician's Statement to FDL attesting to your Terminal Condition.
- **Amount of the Accelerated Benefit.** The amount of the requested Accelerated Benefit may not exceed 50% of the total amount of your Term Life Insurance Benefits under the Group Policy, and in no event may the Accelerated Benefit be less than \$5,000 nor more than \$100,000.
- **Effect on Term Life Insurance in Force.** Upon approval of your request for and payment of the Accelerated Benefit, the amount of the Term Life Insurance Benefits then in force on your life prior to the payment will be affected as follows:

1. Your Term Life Insurance Benefits will be reduced by the amount of the approved Accelerated Benefit and the Remaining Term Life Insurance Benefits will be paid upon receipt by FDL of proof of your death in accordance with the provisions of the Group Policy.
2. The amount of Term Life Insurance which may be converted to individual life insurance will be the Remaining Term Life Insurance Benefits.
3. The Remaining Term Life Insurance Benefits may not subsequently be increased on your life.
4. Your Term Life Insurance premium rate will not be decreased as a result of the reduction in the amount of Term Life Insurance Benefits, except that if the Extended Insurance Benefit becomes operative under the Group Policy, all Term Life Insurance premiums may be waived.
5. The amount of Term Life Insurance may not be reinstated to the original Term Life Insurance Benefits or increased in any manner in the event of your death within six months from the date of the Physician's Statement.

With the Accelerated Benefit Payment, FDL will include a statement to you describing the effect of the Accelerated Benefit Payment on your Term Life Insurance Benefits and on future premiums becoming due under the Group Policy.

- **Age Reduction.** The maximum available Accelerated Benefit will be reduced by the age reduction provisions of the Group Policy if the Accelerated Benefit Payment will be made within six months of the applicability date of the age reduction provisions. The Remaining Term Life Insurance Benefits under the Group Policy will be subject to the proportionate future age reductions as they become applicable.
- **Supplemental Coverages.** Any supplemental coverages you hold under the Group Policy, such as the Accidental Death and Dismemberment Supplement or the Dependents' Group Life Supplement (but not including additional or optional amounts of Group Term Life Insurance), will not be subject to this Accelerated Benefit and will not be affected by an Accelerated Benefit Payment provided all required premiums for such coverage continue to be paid as they become due.
- **Refusal of Benefit.** FDL will decline your request for an Accelerated Benefit if, prior to FDL's remittance of the Accelerated Benefit Payment:
 1. Your Term Life Insurance under the Group Policy on your life ceases for any reason; or
 2. FDL is notified of your death.
- **Method of Payment.** Any payment by FDL of the Accelerated Benefit Payment will be made to or for your benefit in one lump sum.

Exclusions

The Accelerated Benefit will not be available if:

- You have already received an Accelerated Benefit under the Group Policy.
- You are in retirement status.
- FDL has been notified of an assignment of any Term Life Insurance Benefits and has waived, under the terms of the Group Policy, application of the "Nonassignability" provision in the Group Policy.

- FDL has been notified that all or a portion of the Term Life Insurance Benefits under the Group Policy are to be paid to a former spouse as a part of a divorce decree or annulment.
- You are no longer an Employee of the Employer.

General Provisions

The following is an outline of the “General Provisions” of the Accelerated Benefit Rider attached to and made a part of the Group Policy:

- **Administrative Fee.** FDL shall charge an Administrative Fee of \$150 for processing such benefit.
- **Conversion Privilege.** In the event the conversion privilege under the Group Policy is exercised by an insured Employee, this Accelerated Benefit provision shall not be applicable to such insured Employee after conversion.
- **Effect of Termination of Group Policy.** In the event the Employer terminates the Group Policy and FDL has made an Accelerated Benefit Payment to an insured Employee and the Employee has not been approved for the Extended Insurance Benefit as of the date of termination, such insured Employee desiring to continue coverage for the Remaining Term Life Insurance Benefits must convert such coverage to, and pay premiums for, an Individual Whole Life Policy.
- **Extended Insurance Benefit.** The insured Employee shall be eligible to request an Accelerated Benefit in the event the Extended Insurance Benefit under the Group Policy became operative for such insured Employee prior to the request. If an Accelerated Benefit Payment was made prior to the Extended Insurance Benefit becoming operative, the amount of Term Life Insurance to be extended under the Extended Insurance Benefit shall be the Remaining Term Life Insurance Benefits.

An Accelerated Benefit Payment will not be made by FDL if the Group Policy terminates while the Extended Insurance Benefit is being continued for an insured Employee and the insured Employee requests an Accelerated Benefit within six months of the date the Extended Insurance Benefit would otherwise terminate.

- **Proof of Terminal Condition and Examinations.** FDL shall have the right to require proof of an insured Employee’s Terminal Condition. A Physician’s Statement must be submitted as proof and must be provided by an attending Physician 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 Benefit 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 Employee be examined by Physicians of FDL’s choice at FDL’s expense. If an insured Employee fails to submit proof satisfactory to FDL of the Terminal Condition, a request for an Accelerated Benefit will be denied.

- **Tax Consequences.** An insured Employee should carefully consider the tax consequences of requesting an Accelerated Benefit. The amount of the Accelerated Benefit Payment received by the insured Employee may be subject to income tax upon receipt. An insured Employee should consult his attorney or personal tax advisor before requesting an Accelerated Benefit.
- **Termination of the Terminal Condition.** In the event the insured Employee no longer has a reported Terminal Condition and returns to Active Service with the Employer in a class of persons eligible for benefits under this Plan and: (1) an Accelerated Benefit Payment has been made to the insured Employee, the amount of Term Life Insurance for such insured Employee under the Group Policy, or any subsequent Group Term Life Insurance Policy issued by FDL to the Employer, will be the Remaining Term Life Insurance Benefits although premiums will be due on the entire amount of Term Life Insurance Benefits; or (2) if an Accelerated Benefit Payment has not been made, such prior Terminal Condition shall not preclude such insured Employee from the provisions of this benefit.

In the event the insured Employee no longer has the Terminal Condition and does not return to Active Service with the Employer in a class of persons eligible for this benefit, the insured Employee's Term Life Insurance under the Group Policy will terminate. The insured Employee may exercise the conversion privilege under the Group Policy and any amounts of Term Life Insurance to be converted will be reduced by any Accelerated Benefit that has been made.

Definitions

As used in this portion of your certificate-booklet (applicable only to this "Accelerated Benefit" section).

Accelerated Benefit means that portion of the Term Life Insurance Benefits requested by the insured Employee and approved by FDL to be paid in advance of the Employee's actual death in accordance with the terms of this Accelerated Benefit provision.

Accelerated Benefit Payment means the amount of the accelerated death benefit actually paid to the insured Employee. The Accelerated Benefit Payment will be the Discounted Value of the Accelerated Benefit requested by the insured Employee and approved by FDL, less the Administrative Fee of \$150.00.

Administrative Fee means that portion of the Accelerated Benefit charged by FDL as a fee for effectuating an accelerated death benefit.

Discounted Value means the product obtained by multiplying the Accelerated Benefit by a discount factor for six months, based on the annual interest rate of eight percent (8%). This discount reflects the early payment of amounts otherwise payable at the time of death, as provided under the Policy.

Group Policy means the group master policy issued to the Employer by FDL setting forth the benefits, terms and provisions of this group life insurance program, including any supplementary contracts.

Physician means a Doctor of Medicine or a Doctor of Osteopathy.

Physician's Statement means a written medical opinion of a Physician currently licensed to practice in the United States, and which:

- Is made at the insured Employee's expense; and
- Indicates that the insured Employee has a Terminal Condition; and
- Includes all medical test results, laboratory reports, and any other information on which the opinion is based; and
- Indicates the insured Employee's expected remaining life span; and
- Is acceptable to FDL.

Remaining Term Life Insurance Benefits means that portion of the Term Life Insurance Benefits remaining after reduction by the FDL approved amount of the Accelerated Benefit.

Term Life Insurance Benefits means the total Term Life Insurance in force under the Group Policy on the life of the insured Employee at the time a request is received by FDL for an Accelerated Benefit, except when a reduction of the amount of Term Life Insurance because of age is within six months of the request; in which event Term Life Insurance Benefits will mean the total Term Life Insurance scheduled to be in force on the life of such insured Employee following such age reduction date.

Terminal Condition means a non-correctable health condition that, with reasonable medical certainty, will result in the death of the insured Employee within six months from the date of the Physician's Statement.



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