

SERFF Tracking Number: FDLA-126884430 State: Arkansas  
Filing Company: Fort Dearborn Life Insurance Company State Tracking Number: 47188  
Company Tracking Number: AH-11/2-FDL1604CI1010AR  
TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other  
Product Name: Group Term Life Insurance  
Project Name/Number: Critical Illness Acceleration Benefit Rider/FDL1-604CI-1010

## Filing at a Glance

Company: Fort Dearborn Life Insurance Company

Product Name: Group Term Life Insurance SERFF Tr Num: FDLA-126884430 State: Arkansas  
TOI: L04G Group Life - Term SERFF Status: Closed-Approved- State Tr Num: 47188  
Closed

Sub-TOI: L04G.500 Other Co Tr Num: AH-11/2- State Status: Approved-Closed  
FDL1604CI1010AR

Filing Type: Form

Reviewer(s): Linda Bird  
Author: Antionette Hill Disposition Date: 11/05/2010  
Date Submitted: 11/02/2010 Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Critical Illness Acceleration Benefit Rider  
Project Number: FDL1-604CI-1010  
Requested Filing Mode: Review & Approval  
Explanation for Combination/Other:  
Submission Type: New Submission  
Overall Rate Impact:  
Filing Status Changed: 11/05/2010

Status of Filing in Domicile:  
Date Approved in Domicile:  
Domicile Status Comments:  
Market Type: Group  
Group Market Size: Small and Large  
Group Market Type: Employer, Association  
Explanation for Other Group Market Type:  
State Status Changed: 11/05/2010  
Created By: Antionette Hill  
Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Antionette Hill

Filing Description:

Re:

Fort Dearborn Life Insurance Company

NAIC #71129 - FEIN #36-2598882

New Form Filing–

FDL1-604-CI-1010 – Critical Illness Acceleration Benefit Rider

We are submitting for your review and approval the above referenced Critical Illness Acceleration Benefit Rider. It is a

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new form and will not replace any previously approved form. This form will be used with the following approved product and any subsequently approved forms as applicable:

FDL1-504-707, et al., Group Term Life Insurance, approved 11/08/2007, SERFF tracking no. FDLA-125329406, State tracking no. 37199

The rider will provide an accelerated portion of the group term life benefit to the insured and/or dependent when the individual is diagnosed with a Covered Condition. Since the payment is an acceleration of the group term life benefit, any critical illness acceleration benefit payment will reduce the group term life benefit by an equal amount.

In regards to the use of brackets throughout the form, generally, brackets show options of text that may or may not be offered. We reserve the right not to show these items if they are not offered. The underlined text represents our standard design and underwriting guidelines; however, text may vary to accommodate the request of a large group requesting customization.

We will market this product through salaried sales representatives and selected insurance brokers.

The forms are in final printed format subject only to changes in font style, margins, page numbers, ink and paper stock. Printing standards will not be lower than those required under the laws of your state.

An actuarial memorandum is attached.

## Company and Contact

### Filing Contact Information

Antionette Hill, Advanced Contract Specialist Antionette\_Hill@fdlic.com  
1020 31st Street 630-824-6064 [Phone]  
c/o Fort Dearborn Life Insurance Company 630-824-5428 [FAX]  
Downers Grove, IL 60515-5591

### Filing Company Information

Fort Dearborn Life Insurance Company CoCode: 71129 State of Domicile: Illinois  
1020 31st Street Group Code: 917 Company Type: Life and Health  
Downers Grove, IL 60515-5591 Group Name: State ID Number:  
(800) 633-3696 ext. [Phone] FEIN Number: 36-2598882

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## Filing Fees

SERFF Tracking Number: FDLA-126884430 State: Arkansas  
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Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: AR fee is \$50 per form  
IL (domicile state) is \$50 per form  
1 form x \$50 = \$50  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Fort Dearborn Life Insurance Company	\$50.00	11/02/2010	41418321

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/05/2010	11/05/2010

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Actuarial Memorandum	Antionette Hill	11/02/2010	11/02/2010

*SERFF Tracking Number:* FDLA-126884430      *State:* Arkansas  
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## **Disposition**

Disposition Date: 11/05/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification		Yes
<b>Supporting Document</b>	Application		No
<b>Supporting Document</b>	Actuarial Memorandum		No
<b>Form</b>	Critical Illness Acceleration Benefit Rider		Yes

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**Amendment Letter**

Submitted Date: 11/02/2010

**Comments:**

The Actuarial Memorandum that was referenced on the General Information tab is attached.

**Changed Items:**

**Supporting Document Schedule Item Changes:**

**User Added -Name: Actuarial Memorandum**

Comment:

Critical Illness Actuarial Memorandum.pdf

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## Form Schedule

**Lead Form Number: FDL1-604CI-1010**

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	FDL1-604CI-1010	Certificate Amendment, Insert Page, Endorsement or Rider	Critical Illness Acceleration Benefit Rider	Initial		50.700	FDL1-604CI-1010.pdf

**FORT DEARBORN LIFE INSURANCE COMPANY®**  
**Chicago, Illinois**

**CRITICAL ILLNESS ACCELERATION BENEFIT RIDER**

**The benefit paid under this rider may be taxable. If so, [You] [or] [Your covered Dependents] or [Your] [or] [Your covered Dependents'] beneficiary may incur a tax obligation. As with all tax matters, [You] [or] [Your covered Dependents] or [Your] [or] [Your covered Dependents'] beneficiary should consult a personal tax advisor to assess the impact of the benefit. Receipt of this benefit may adversely affect [Your] [or] [Your covered Dependents'] eligibility for Medicaid or other governmental benefits or entitlements.**

This rider is made a part of the *Certificate* to which it is attached. The terms of the *Certificate* also apply to this rider except as they are changed by the terms of this rider. All terms of the *Certificate* not inconsistent with this rider apply to this rider. Defined terms are capitalized and italicized throughout this rider. See *Your Certificate* for additional definitions.

We will pay the benefits described in this rider if [You] [or] [Your covered Dependents]: (a) experience a *Covered Condition*; (b) are eligible for benefits under this rider; and (c) meet all the other terms and requirements of this rider. Those benefits are payable to: (a) [You] [or] [Your covered Dependents] under the *Certificate*; or (b) in the event [You] [or] [Your covered Dependents] do not survive the date a claim is payable under this rider by 30 days, then to the beneficiary of the *Certificate*, using the rules for paying the death benefit to the beneficiary.

IN WITNESS WHEREOF, We have caused this rider to be executed.



Secretary



President

Nothing contained in this rider shall be held to alter or affect any provision or condition of the Policy other than as stated above.

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## Schedule of Benefits

Insured Eligibility [Employee] [, *Dependent Spouse*] [, *Dependent Child*]  
[*Waiting Period*] 30 days]

### *Covered Conditions Acceleration Schedule*

The benefit percentage is always based on the current, in force group term life insurance amount under the *Certificate*.

<b>Covered Condition</b>	<b>Benefit Percentage</b>
[Advanced Alzheimer's Disease	<u>100%</u>
[Major Burns	<u>100%</u>
[Heart Attack	<u>100%</u>
[Invasive Cancer	<u>100%</u>
[Loss of Independent Living	<u>100%</u>
[Loss of Limbs	<u>100%</u>
[Major Organ Transplant	<u>100%</u>
[Paralysis	<u>100%</u>
[Kidney (Renal) Failure	<u>100%</u>
[Stroke	<u>100%</u>
[Terminal Illness	<u>100%</u>
[Occupational HIV	<u>100%</u>
[Heart Surgeries	<u>100%</u>
[Angioplasty	<u>100%</u>
[Carcinoma in situ	<u>100%</u>

## Critical Illness Acceleration Benefit

### What is the Critical Illness Acceleration Benefit?

The *Critical Illness Acceleration Benefit* is a percentage of [Your] [or] [Your covered *Dependents*'] [Basic] [Supplemental] [Voluntary] life insurance which is payable to [You] [or] [Your covered *Dependents*] prior to [Your] [or] [Your covered *Dependents*'] death if [You] [or] [Your covered *Dependents*] experience a *Covered Condition*.

We will pay the benefit during [Your] [or] [Your covered *Dependents*'] lifetime if [You] [or] [Your covered *Dependents*] are *Diagnosed* with a *Covered Condition* and [You] [or] [Your covered *Dependents*] or [Your] [or] [Your covered *Dependents*'] legal representative submit a claim for a *Critical Illness Acceleration Benefit* and provide satisfactory *Proof*.

[You] [or] [Your covered *Dependents*] may receive multiple benefit payments if [You] [or] [Your covered *Dependents*] are *Diagnosed* with more than one *Covered Condition*, as long as the sum of all benefits payments does not exceed 100% of the current in force term life insurance amount under the *Certificate*.]

[*Critical Illness Acceleration Benefits* are payable for the *Initial Diagnosis* of a *Covered Condition*.]

### How do [You] [or] [Your covered *Dependents*] qualify for the *Critical Illness Acceleration Benefit*?

[You] [or] [Your covered *Dependents*] receive benefits if a *Covered Condition* occurs after the effective date [and after the *Waiting Period*] [and it is [Your] [or] [Your covered *Dependents*'] *Initial Diagnosis* of the *Covered Condition*].

The benefit percentage(s) associated with the *Diagnosis* of a *Covered Condition* are listed in the *Covered Conditions Acceleration Schedule*.

### [Is there a *Waiting Period* for benefits?

***Waiting Period***, for the purpose of the *Critical Illness Acceleration Benefit*, means the 30 day period after the effective date of [Your] [or] [Your covered *Dependents*'] coverage when benefits are not payable.

[Benefits are not payable for a *Covered Condition* if the *Date of Diagnosis* is within the *Waiting Period*.]

[*Covered Conditions* that are caused by an *Injury* that occurred after the effective date of this coverage are not subject to the *Waiting Period*.]

[Benefits are not payable for [*Invasive Cancer*,] [*Carcinoma in situ*,] [*Heart Surgeries*,] [or] [*Angioplasty*] that is *Diagnosed* within the *Waiting Period*.]

[Benefits are [reduced to \$1,000.00] for [*Invasive Cancer*] [*Carcinoma in situ*,] [*Heart Surgeries*,] [or] [*Angioplasty*] that is *Diagnosed* within the [*Waiting Period*] [first 30 days after the effective date].

[A *Covered Condition Diagnosed* during the [*Waiting Period*] [first 30 days after the effective date] is limited to [\$1000.00].]

### [Are *Pre-Existing Conditions* covered under the *Critical Illness Acceleration Benefit*?

A *Pre-existing Condition* is any *Illness* or *Injury* for which [You] [or] [Your covered *Dependents*] received medical treatment for, or advice was rendered, prescribed or recommended [whether or not it was *Diagnosed* at all or misdiagnosed] [or had symptoms for which an ordinarily prudent person would

have consulted a *Physician*] within 12 months prior to the effective date of the *Critical Illness Acceleration Benefit*.

A *Pre-existing Condition* is not covered under the *Critical Illness Acceleration Benefit* within the first 12 months of [Your] [or] [Your covered *Dependents*'] coverage].

**[How is the *Critical Illness Acceleration Benefit* paid if [You] [or][Your Covered *Dependents*] experience two or more *Covered Conditions*?**

*Critical Illness Acceleration Benefit* payments are made for each *Covered Condition* [You] [or] [Your covered *Dependents*] suffer. Each benefit payment is based on the percentage listed in the *Covered Conditions Acceleration Schedule* and the current term life insurance benefit remaining in force under the *Certificate*. The sum of all benefit payments under this rider is limited to 100% of the term life benefit amount.

If an *Injury* or *Illness* causes more than one *Covered Condition*, We will pay for the *Covered Condition* with the greatest benefit percentage. The occurrence of each new *Covered Condition* must be separated by 180 days to be eligible for benefits. [*Covered Conditions* are payable once during [Your] [or] [Your covered *Dependents*'] lifetime].

[We will pay a benefit for the recurrence of a *Covered Condition* for which [You] [or] [Your covered *Dependents*] have already received a benefit under this rider if:

1. it is the result of a new *Diagnosis*;
2. the recurrence of the *Covered Condition* is not a continuation of the previous *Covered Condition*, and
3. the *Event Date* is more than 5 years from the prior *Event Date* for the same *Covered Condition*.]

[Each *Covered Condition* can only be covered once during [Your] [or] [Your covered *Dependents*'] lifetime.]]

**What is the effect on term life insurance payable under the *Certificate*?**

When a *Critical Illness Acceleration Benefit* is paid:

1. the term life insurance benefit otherwise payable upon [Your] [or] [Your covered *Dependents*'] death will be reduced by the amount of the *Critical Illness Acceleration Benefit* which was paid;
2. the amount of term life insurance which could otherwise have been converted to an individual contract will be reduced by the amount of the *Critical Illness Acceleration Benefit* which was paid; and
3. the premium due for term life insurance will be calculated on the amount of such insurance remaining in force after deducting the *Critical Illness Acceleration Benefit* already paid.

Any of the adjustments in 1, 2 or 3 above will be effective on the *Event Date*.

This rider will terminate when the total benefits paid equals 100% of the term life insurance benefit shown in the Schedule of Benefits of the *Certificate* to which this rider is attached.

**Are there any exceptions to the payment of the *Critical Illness Acceleration Benefit*?**

The *Critical Illness Acceleration Benefit* will not be payable:

1. if the *Covered Condition* is the result of:
  - a. attempted suicide, while sane or insane; or
  - b. intentionally self-inflicted *Injury*; or

- [2. if *You* assigned *Your* group term life insurance benefit; or]
3. if [*Your*] [or] [*Your* covered *Dependents*'] group term life insurance benefit is payable to an irrevocable beneficiary, including notification to *Us* that such benefit or a portion of such benefit is to be paid to a former spouse as part of a divorce or separation agreement.

**Is the *Critical Illness Acceleration Benefit* portable?**

[Yes, the *Critical Illness Acceleration Benefit* is portable, subject to the conditions and limitations set forth in the Portability section of the attached *Certificate*.]

[No, the *Critical Illness Acceleration Benefit* is not portable.]

**Is the *Critical Illness Acceleration Benefit* convertible?**

No, the *Critical Illness Acceleration Benefit* is not convertible.

**Proof of Claim**

[*You*] [or] [*Your* covered *Dependents*] must furnish Proof that [*You*] [or] [*Your* covered *Dependents*] have a *Covered Condition*, including certification by a *Physician*.

**Proof** under the *Critical Illness Acceleration Benefit* means evidence satisfactory to *Us* that [*You*] [or] [*Your* covered *Dependents*] have a *Covered Condition*. *We* reserve the right to determine if *Proof* is acceptable.

**Definitions**

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

***Activities of Daily Living (ADL)*** means:

1. Eating – Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
2. Toileting – Getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
3. Transferring – Moving into or out of a bed, chair or wheelchair or to move from place to place, either via walking, a wheelchair, cane, crutches, walker or other equipment.
4. Bathing – Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
5. Dressing – Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
6. Continence – Ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).]

***Certificate*** means, together with the Policy and all Riders, the term life insurance certificate to which this *Critical Illness Acceleration Benefit* Rider is attached.

***Clinical Diagnosis*** means a *Diagnosis* of [*Invasive Cancer*] [or] [*Carcinoma in situ*] based on the study of symptoms and diagnostic test results. *We* will accept a *Clinical Diagnosis* of [*Invasive Cancer*] [or] [*Carcinoma in situ*] only if the following conditions are met:

1. A *Pathological Diagnosis* cannot be made because it is medically inappropriate or is life threatening;
2. There are objective medical findings including, but not limited to, tests, procedures, or clinical examinations standardly accepted in the practice of medicine to support the *Diagnosis*, and
3. A *Physician* is treating *You* for [*Invasive Cancer*] [or] [*Carcinoma in situ*].]

**Covered Conditions** means an *Illness* or *Injury* listed in the *Covered Conditions* Acceleration Schedule.

**Date of Diagnosis** means the date the *Diagnosis* is established by a *Physician* through the use of clinical and/or laboratory findings as supported by [*You*] [or] [*Your covered Dependents*'] medical records.

**Diagnosis/Diagnosed** means the definitive establishment of a *Covered Condition* through the use of clinical and/or laboratory findings. The *Diagnosis* must be made by a *Physician*.

**Event Date** [, provided that the date is at least 30 days after [*You*] [or] [*Your covered Dependents*'] effective date,] means:

[1. The *Date of Diagnosis* for:

- [a. *Advanced Alzheimer's Disease*]
- [b. *Major Burns*]
- [c. *Invasive Cancer*]
- [d. *Heart Attack*]
- [e. *Loss of Independent Living*]
- [f. *Loss of Limbs*]
- [g. *Paralysis*]
- [h. *Stroke*]
- [i. *Carcinoma in situ*]
- [j. *Occupational HIV*] [;]

[2. The date [*You*] [or][*Your covered Dependents*] undergo the transplant surgery [or are registered as a recipient by the United Network of Organ Sharing (UNOS) or the National Marrow Donor Program (NMDP)] for *Major Organ Transplant*][;]

[3. The [earlier of the] date regular dialysis begins [or the date renal transplantation occurs] [, or the date [*You*] [or][ *Your covered Dependents*] are registered by the United Network of Organ Sharing (UNOS) as a recipient for a kidney transplant] for *Kidney (Renal) Failure*][;]

[4. The *Date of Diagnosis* for *Terminal Illness*][;]

[5. The date the surgery takes place for:

- [a. *Coronary Bypass Surgery*]
- [b. *Heart Valve Replacement/Repair Surgery*]
- [c. *Aortic Surgery*]
- [d. *Angioplasty*] .]

**[Initial Diagnosis** means [*You*] [or] [*Your covered Dependents*] have never been *Diagnosed* with a specific condition or undergone a specific procedure shown in the *Covered Conditions* Acceleration Schedule.]

**Illness** means sickness or disease.

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

**[Pathological Diagnosis** means a *Diagnosis* of [*Invasive Cancer*] [or] [*Carcinoma in situ*] based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of *Diagnosis*

must be done by a *Physician* whose *Diagnosis* of malignancy conforms to the standards set by the American College of Pathology.]

**Physician** means a person other than [You] [or] [Your covered *Dependent*], a member of [Your] [or] [Your covered *Dependents*]’ immediate family or [Your] [or] [Your covered *Dependents*]’ business associate, who is licensed to and actively practicing medicine in the United States, and is licensed to treat *Illness* and *Injury*. The *Physician* must be providing services within the scope of his or her license [and must be a board certified specialist for [Your] [or] [Your covered *Dependents*]’ Covered *Condition*].

### Definitions of Covered Conditions

- [1. **Advanced Alzheimer’s Disease** means the *Diagnosis* by a *Physician* of loss of intellectual capacity involving impairment of memory and judgment as measured by clinical evidence and standardized testing. It must result in significant reduction in mental and social functioning which requires *Substantial Assistance* in performing at least three of the six *Activities of Daily Living (ADL)*. The inability to perform at least three of the six *ADL*’s must last at least 180 days and be expected to be permanent and irreversible. No other dementing organic brain disorders or psychiatric *Illnesses* shall meet the definition of *Advanced Alzheimer’s Disease*, nor will they be considered a *Covered Condition*.

*Substantial Assistance* means *Hands-on Assistance* and *Stand-by Assistance*. *Stand-by Assistance* will be used to determine that *Substantial Assistance* by another person is required by [You] [or] [Your covered *Dependent*] to perform the *ADL*.

*Hands-on Assistance* means the physical assistance for another person without which [You] [or] [Your covered *Dependent*] would be unable to perform the *ADL*.

*Stand-by Assistance* means the presence of another person within [Your] [or] [Your covered *Dependents*]’ arm’s reach to prevent, by physical intervention, *Injury* to [You] [or] [Your covered *Dependents*] while performing an *ADL*.]

- [2. **Major Burns** means the *Diagnosis*, by a *Physician*, that [You] [or] [Your covered *Dependents*] have sustained third degree burns covering at least 20% of the surface area of [Your] [or] [Your covered *Dependents*]’ body.]

- [3. **Heart Attack** or an acute myocardial infarction means the *Diagnosis* by a *Physician* of a new and sudden *Injury*/damage to a portion of heart muscle (myocardium) as a result of blockage or thrombosis (clotting) of one or more coronary arteries.

The *Diagnosis* must be based on both:

- a. New clinical presentation and electrocardiographic changes consistent with an evolving heart attack; and
- b. Serial measurement of cardiac biomarkers showing a pattern and to a level consistent with a *Diagnosis* of *Heart Attack*.

Specifically excluded are established (old) myocardial infarctions]

- [4. **Invasive Cancer** means the *Diagnosis* by a *Physician* of a malignant tumor or neoplasm which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue, and which is not specifically hereafter excluded. Leukemias and lymphomas are included.

Conditions which are not considered *Invasive Cancer* are excluded from coverage. Such conditions include, but are not limited to, the following:

- a. Pre-malignant lesions (such as intraepithelial neoplasia);
- b. Benign tumors or polyps;
- c. Early prostate cancer *Diagnosed* as T1N0M0 or equivalent staging;
- d. Cancer in situ; and
- e. Any skin cancer (other than invasive malignant melanoma in the dermis or deeper or skin malignancies that have become metastatic.

*Invasive Cancer* must be *Diagnosed* pursuant to a *Pathological Diagnosis* or *Clinical Diagnosis* as defined in the Definitions section of this rider.]

- [5. **Major Organ Transplant** means the [actual undergoing of a surgery to transplant an organ, including] clinical evidence of major organ(s) failure which requires the malfunctioning organ(s) or tissue to be replaced with an organ(s) or tissue from a suitable human donor (excluding the recipient) under generally accepted medical procedures. The organ(s) or tissues covered by this definition are limited to: liver, [kidney,] lung, entire heart, pancreas, [pancreas-kidney,] or bone marrow. In order for the *Major Organ Transplant* to be covered under this benefit, *You* [or *Your* covered *Dependents*] must be registered by the United Network of Organ Sharing (UNOS) or the National Marrow Donor Program (NMDP).]
- [6. **Kidney (Renal) Failure** means the *Diagnosis* by a *Physician* of a permanent and irreversible failure of all kidney function (end-stage chronic renal failure) necessitating dialysis or kidney transplantation to maintain life. [Benefits due to kidney transplantation are subject to registration by the United Network of Organ Sharing (UNOS).]]
- [7. **Stroke** means the *Diagnosis* by a *Physician* of an acute cerebrovascular accident (CVA): sudden onset of neurological symptoms and impairments due to disease of the cerebral circulation. Includes cerebral thrombosis, occlusion, infarction, and hemorrhage (not from an *Injury*). The neurologic symptoms and impairments must be present for at least 30 consecutive days from the attack, and cause impairment of the individual's performance of any basic ADL's (which are eating, toileting, transferring, bathing, dressing and continence). Specifically excluded are transient ischemic attacks and attacks of vertebrobasilar ischemia.]
- [8. **Loss of Limbs** means the *Diagnosis* by a *Physician* of a total and irreversible severance of one of [Your] [or][ *Your* covered *Dependents*'] limbs from above the wrist or ankle joint as the result of a[n] [Accident] [or] [medically required amputation].]
- [9. **Paralysis** means the *Diagnosis* by a *Physician* of the loss of use without severance of a limb as a result of an [Illness] [or] [Injury [to the spinal cord]]. *Paralysis* must be permanent, total and irreversible. *Paralysis* must be ongoing for a continuous period of at least 180 days to be considered for benefits. [*Paralysis* as a result of a *Stroke* is covered under the *Stroke* benefit.]
- [10. **Loss of Independent Living** means the *Diagnosis* by a *Physician* of the inability to perform, without *Substantial Assistance* from another person, at least three of the six *ADL's*. The inability must last at least 180 days and be expected to be permanent and irreversible.]
- [11. **Terminal Illness** means the *Diagnosis* by a *Physician* of a medically determined condition which is expected to result in death within 12 months from the date that a claim for benefits under this provision is received by *Us*. *We* have the sole right to determine if such *Proof* is acceptable. ]
- [12. **Heart Surgeries** means:
  - [a. *Coronary Bypass Surgery*];
  - [b. *Heart Valve Replacement/Repair Surgery*];
  - [c. *Aortic Surgery*].]

[**Coronary Bypass Surgery** means the actual undergoing of coronary artery bypass surgery using either a saphenous vein or internal mammary artery graft for the treatment of coronary heart disease deemed medically necessary to correct a narrowing or blockage of one or more coronary arteries. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.]

[**Heart Valve Replacement/Repair Surgery** means the actual undergoing of open heart surgery to replace or repair one or more valves. The surgery must be deemed medically necessary.]

[**Aortic Surgery** means the actual undergoing of surgery for disease of the aorta needing excision and surgical replacement of a portion of the diseased aorta with a graft. The surgery must be deemed medically necessary. For this definition, aorta means the thoracic and abdominal aorta but not its branches. Traumatic injury of the aorta is excluded.]

Any claim for a [**Coronary Bypass Surgery**,] [**Heart Valve Replacement/Repair Surgery**] [or] [**Aortic Surgery**] must include all of the following:

1. A report from a consulting cardiologist to include evidence of prior treatment using appropriate medication;
2. Evidence of significant electrocardiogram (EKG) changes;
3. Angiographic evidence of the underlying disease; and
4. An unequivocal recommendation for the procedure from a consulting cardiologist.]

[13. **Angioplasty** means the actual undergoing of a percutaneous transluminal angioplasty deemed medically necessary to correct a narrowing or blockage of one or more coronary arteries. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.]

[14. **Occupational HIV** means the *Diagnosis* by a *Physician* of human immunodeficiency virus (HIV) infection resulting from exposure to HIV contaminated body fluids as the result of a work related *Accident* during the normal course of performing an occupation for which remuneration is earned.

Within five days, the *Accident* must be reported and recorded by the appropriate person according to the legislation, regulations, standards or guidelines that apply to the insured person's occupation or profession. A confirmatory antibody HIV test must be taken within five days of the *Accident* and prove HIV is not present. A follow up HIV test must be taken between 90 and 180 days after the *Accident* and the result must be positive.

*Occupational HIV* excludes HIV as a result of IV drug use, sexual transmission or infection determined not to have been the result of an *Accident* which did not occur as a result of *Your* [or *Your Dependents'*] normal occupational duties.]

[15. **Carcinoma in situ** means the *Diagnosis* of cancer where the tumor cells still lie within the tissue of origin without having invaded neighboring tissue. *Carcinoma in situ* includes:

- a. Early prostate cancer *Diagnosed* at T1N0M0 or equivalent staging; and
- b. Melanoma not invading the dermis.

*Carcinoma in situ* does not include:

- a. Other skin malignancies;
- b. Pre-malignant lesions (such as intraepithelial neoplasia); and
- c. Benign tumors or polyps.

*Carcinoma in situ* must be *Diagnosed* pursuant to a *Pathological* or *Clinical Diagnosis*.]

### ***Critical Illness Acceleration Benefit Limitations***

- [1. Benefits are not payable for a *Covered Condition* more than once per lifetime.]
2. This benefit terminates once 100% of the term life insurance amount under the *Certificate* is paid.
3. If an *Injury* or *Illness* causes more than one *Covered Condition* to occur, benefits are only payable under the greatest benefit level percentage and are payable once, up to 100% of the term life insurance amount under the *Certificate*.
- [4. Benefits for a kidney transplant are covered under the *Kidney (Renal) Failure* benefit only.]
- [5. If benefits are paid due to a kidney-pancreas transplant, those benefits are not payable under the *Kidney (Renal) Failure* benefit.]
- [6. [You] [or] [Your covered *Dependent*] must be registered by the United Network of Organ Sharing (UNOS) in order for a [*Major Organ Transplant*], [or] [kidney transplant necessitated by *Kidney (Renal) Failure*] to be a *Covered Condition* under this benefit.]
- [7. *Covered Conditions* must be separated by 180 days to be eligible for benefits.]
8. Benefits under this rider are subject to any Reduction of Benefits provision which may be included in the *Certificate*.
9. No benefits are payable for a *Covered Condition* if it results from:
  - a the misuse of alcohol or taking of drugs (other than under the direction of a *Physician*, who is neither *You*, a member of *Your* immediate family, or *Your* business associate);
  - b *Injury* received during active participation in a riot, strike or civil commotion, or any act incidental thereto; or
  - c [*Your*] [or] [*Your Dependents*'] participation or attempt to participate in any illegal activity.

### **Incontestability**

The validity of this rider shall not be contested, except for non-payment of premium, after it has been in force for two years from the date of issue, so long as during the two years from the date of issue: (i) the person covered by the rider was alive; and (ii) an *Event Date* did not occur.

SERFF Tracking Number: FDLA-126884430 State: Arkansas  
Filing Company: Fort Dearborn Life Insurance Company State Tracking Number: 47188  
Company Tracking Number: AH-11/2-FDL1604CI1010AR  
TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other  
Product Name: Group Term Life Insurance  
Project Name/Number: Critical Illness Acceleration Benefit Rider/FDL1-604CI-1010

## Supporting Document Schedules

**Item Status:**

**Status**

**Date:**

**Satisfied - Item:** Flesch Certification

**Comments:**

**Attachment:**

AR Certificate of Compliance.pdf

**FORT DEARBORN LIFE INSURANCE COMPANY**  
**COMPLIANCE CERTIFICATION**

I, Victoria E. Fimea, Vice President, General Counsel and Secretary of Fort Dearborn Life Insurance Company, hereby certify that, to the best of my knowledge, this submission meets the provisions of Rule & Regulation 19, Rule & Regulation 49, ACA 23-80-206 and ACA 23-79-138, as well as all applicable requirements of the Arkansas Department of Insurance.

Fort Dearborn Life Insurance Company

By: 

Victoria E. Fimea  
Vice President, General Counsel and Secretary

Date: Nov 2, 2010