USAble Life

320 W. Capitol • P.O. Box 1650 • Little Rock, AR 72203-1650
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# CERTIFICATE OF INSURANCE

## Group Term Life and Accidental Death & Dismemberment

**Policyholder:** UNIVERSITY OF CENTRAL ARKANSAS

**Class:** 002 - ALL ACTIVE FULL TIME EMPLOYEES

**State of Residence:** ARKANSAS

This is to certify that USAble Life has issued and delivered the Group Term Life and Accidental Death & Dismemberment Insurance Policy to the Policyholder.

The policy insures the employees and their dependents, if elected, of the policyholder who:

1. are eligible for the insurance;
2. become insured; and
3. continue to be insured;

according to the terms of the policy.

The terms of the policy that affect your insurance are contained in the following pages.

This Certificate of Insurance is a part of the policy. This certificate replaces any other that USAble Life may have issued to the policyholder to give to you under the Group Insurance Policy specified herein.

Signed for USAble Life:

James L. Tourse — Secretary

Jason Ramm — President

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# Schedule of Insurance

| | |
|---|---|
| **Policyholder:** | UNIVERSITY OF CENTRAL ARKANSAS |
| **Group Policy Number:** | 50000090 |
| **Policy Effective Date:** | January 1, 2010*<br>*This certificate replaces any certificate issued before the date shown. |
| **Eligible Class:** | Class 002 - ALL ACTIVE FULL TIME EMPLOYEES |
| **Full-time Employment:** | 40 hours weekly |
| **Renewal Date:** | January 1, 2012 |

**Waiting Period:** You will be eligible for coverage on the first of the policy month following completion of the following period of continuous active work:

1. If you are working for the employer on the policy effective date – 0 days
2. If you start working for the employer after the policy effective date – 90 days

**Benefits amounts for eligible employees shall be determined in accordance with the following schedule:**

| Benefit | Benefit Amount |
|---|---|
| Employee Basic Life | 1.0 Times Annual Salary rounded to the next higher $1,000, if not exact.<br>Minimum $25,000 Maximum $250,000 |
| Employee Basic Accidental Death & Dismemberment | 1.0 Times Annual Salary rounded to the next higher $1,000, if not exact.<br>Minimum $25,000 Maximum $250,000 |
| Employee Supplemental Life | 1, 2 or 3 Times Annual Salary rounded to the next higher $1,000, if not exact to a maximum of $350,000. |
| Employee Supplemental Accidental Death & Dismemberment | 1, 2 or 3 Times Annual Salary rounded to the next higher $1,000, if not exact to a maximum of $350,000. |
| Group Life Accelerated Benefits | 75% up to $250,000 |
| AD&D Coma Rider | 5% per month for 11 months |
| AD&D Exposure & Disappearance Rider | AD&D benefit payable after 1 year of accidental disappearance |
| AD&D Repatriation Rider | 10% up to $5,000 |

| | |
|---|---|
| AD&D Seat Belt & Air Bag Rider | Seat Belt: 10% up to $10,000<br>Air Bag: 10% up to $10,000 |

If a covered person is eligible for any amount in excess of the guaranteed issue amount shown below, the employee must furnish evidence of insurability, which is subject to our approval.

| **Benefit** | **Guaranteed Issue Amount** |
|---|---|
| Employee Basic Life | $250,000 |
| Employee Basic Accidental Death & Dismemberment | $250,000 |
| Employee Supplemental Life | $350,000 |
| Employee Supplemental Accidental Death & Dismemberment | $350,000 |

**Reductions, Terminations, and Special Provisions**

| | |
|---|---|
| Employee Basic Life | Reduces to 65% at age 65 and terminates at age 80 or retirement, whichever occurs first. |
| Employee Basic Accidental Death & Dismemberment | Reduces to 65% at age 65 and terminates at age 80 or retirement, whichever occurs first. |
| Employee Supplemental Life | Reduces to 65% at age 65 and terminates at age 80 or retirement, whichever occurs first. |
| Employee Supplemental Accidental Death & Dismemberment | Reduces to 65% at age 65 and terminates at age 80 or retirement, whichever occurs first. |

# Definitions

The terms listed, if used, will have these meanings.

**Accident or Injury** mean accidental bodily injury sustained by the covered person while insured under the policy which is the direct cause of the loss, independent of disease or bodily infirmity or any other cause.

**Active Work or Actively at Work** mean the expenditure of time and energy for the policyholder or an associated company at your usual place of business on a full-time basis. If you are not working on a day your coverage would otherwise take effect, you will be considered to be at active work on that day only if:

1. when that work day begins, it would be reasonable to expect that you would be physically and mentally able to complete a full-time week of work in your regular occupation; and
2. you are not disabled; and
3. your contract of employment, if applicable, remains active; and
4. you are not on an unapproved, administrative or disciplinary leave; and
5. you return to work at the end of a paid break or vacation period.

**Annual Salary** means your annual base rate of pay, excluding any overtime pay, bonuses, or other extra pay. If your pay is from commissions, your annual salary will be based on your average commissions for the prior 12 months.

**Associated Company** means any company shown in the application which is owned by or affiliated with the policyholder.

**Beneficiary** means the person or entity you choose to receive your amount of insurance at your death.

**Contributory** means you pay part of the premium.

**Covered Person** means an eligible employee or the employee's dependents whose insurance has become and remains effective under all the conditions and provisions of the policy. Covered persons do not include contract, temporary, seasonal, or part-time workers.

**Eligible Class** means a class of persons eligible for insurance under the policy. This class is based on employment or membership in a group.

**Eligible Persons** means a person who:

1. is a citizen of the United States of America (U.S.) or Canada, who either:
   a. resides in the U.S. or Canada; or
   b. is stationed outside the U.S. or Canada for a period of less than 6 months; or
2. is a foreign national residing in the U.S. and meets all of the following requirements:
   a. has a valid permanent residency visa;
   b. participates in U.S. Social Security; and
   c. is covered by Workers' Compensation.

**Employee** means an eligible person who is:

1. directly employed in the normal business of the employer; and
2. paid for services by the employer; and
3. actively at work for the policyholder or an associated company; or
4. a retiree, if listed as eligible in the policy.

No director, officer, consultant or other person not actively at work on behalf of the employer will be considered an employee unless he meets the above conditions.

**Employer** means the policyholder.

**Evidence of Insurability** means a signed health and medical history form provided by us, a medical examination, if requested, and any additional information and attending physicians' statements that we may require.

**Family Member** means a person who is a parent, spouse, child, sibling, domestic partner, grandparent, grandchild, step-child, step-parent, step-sister, step-brother, father-in-law, or mother-in-law of the covered person; or spouses, as applicable, of any of these.

**Full-time** means working at least the number of hours indicated in the Schedule of Insurance for Full-time employment.

**Gender** – The use of the male pronoun also includes the female.

**Home Office** means the principal office of USAble Life in Little Rock, Arkansas.

**Hospital** means a facility supervised by one or more physicians and operated under state and local laws. It must have 24-hour nursing service by registered graduate nurses. It may specialize in treating alcoholism, drug addiction, chemical dependency, or mental disease, but it cannot be a rest home, convalescent home, or a home for the aged.

**Hospital Confined and Hospital Confinement** mean staying in a hospital as a registered inpatient for 24 hours a day.

**Material Duty or Material Duties** mean the sets of tasks or skills required generally by employers from those engaged in an occupation. We will consider one material duty of your regular occupation to be the ability to work for an employer on a full-time basis as defined in the policy.

**Noncontributory** means the policyholder pays the premium.

**Occupation** means a group of jobs:

1. in which a common set of tasks is performed; or
2. which are related in terms of similar objectives and methodologies, and which may be related in terms of materials, products, worker actions, or worker characteristics.

**Physician** means a person acting within the scope of his or her license to practice medicine, prescribe drugs or perform surgery. This includes a person whom we are required to recognize as a physician by the laws or regulations of the governing jurisdiction. However, neither you nor a family member will be considered a physician.

**Plan** means the policy and certificates of insurance provided for covered persons.

**Plan Administrator** means the employer that sponsors the plan for the benefit of its employees and eligible dependents.

**Policy** means the group policy issued by us to the policyholder that describes the benefits for which you may be eligible.

**Policyholder** means the entity to which the policy is issued.

**Regular Care** means you personally visit a physician as often as is medically required to effectively manage and treat your disabling condition(s), according to generally accepted medical standards; and you are receiving appropriate treatment and care, according to generally accepted medical standards. Treatment and care for the sickness or injury causing your disability must be given by a physician whose specialty or experience is appropriate.

**Regular Occupation** means the occupation in which you were working immediately prior to becoming disabled.

**Retiree or Retirement** means you begin receiving retirement benefits from either:

1. a retirement plan sponsored by your employer, the policyholder, or an associated company, or
2. a government plan.

**Sickness** means a disease or illness, including pregnancy.

**United States of America** means the fifty (50) states of the United States and the District of Columbia. It does not include territories of the United States.

**Waiting Period** is the number of continuous days of service during which you must be an active, full-time employee in a class eligible for insurance before you become eligible for coverage.

**We, Us, and Our** mean USAble Life.

**You and Your** mean an employee of the policyholder or an associated company who has met all the eligibility requirements for coverage, and is:

1. directly employed in the normal business of the employer; and
2. paid for services by the employer; and
3. actively at work for the employer, or associated company covered under the policy; or
4. a retiree, if listed as eligible in the group Policy.

No director, officer, consultant or other person not actively at work on behalf of the employer will be considered an employee unless he meets the conditions listed above.

# Eligibility and Effective Date Provisions

## Eligible Employee

If you are working on a full-time basis for the employer, you are eligible for insurance after completion of the required waiting period, provided you are in a class of employees who are included.

## Employee Eligibility Date

If you are working for your employer in an eligible class, the date you are eligible for coverage is the latest of the following dates:

1. the policy effective date;
2. the day after you complete any waiting period shown in the Schedule of Insurance by continuous service with the employer, the policyholder, or an associated company;
3. the date the policy is changed to include your class; or
4. the date you become a member of a class eligible for insurance.

## Effective Date of Employee Insurance

You must use forms approved by us when applying for insurance.

For Benefit Amounts Not Requiring Evidence of Insurability:

1. When your Employer pays 100% of the cost of your coverage under the policy, you will be covered at 12:01 a.m. at your employer's address on your eligibility date.
2. When you and your Employer share the cost of your coverage under the policy or when you pay 100% of the cost yourself, you will be covered at 12:01 a.m. at your employer's address on the latest of the following dates:
   a. on your eligibility date, if you enroll for insurance within 31 days after the date you first become eligible for coverage; or
   b. on the first day of the policy month following the date we approve your application if you do not apply for insurance within 31 days after your eligibility date.

For Benefit Amounts Requiring Satisfactory Evidence of Insurability, your coverage will be effective on the first day of the policy month following the date we approve your application.

## Delayed Effective Date

If you are not actively at work on the date your insurance or any increase in insurance is scheduled to take effect, it will take effect on the day you return to active work. If your insurance is scheduled to take effect on a non-working day, your active work status will be based on the last working day before the scheduled effective date of your insurance.

# Changes in Coverage Provisions

## When Coverage Amounts Change (Redetermination Date)

The policy redetermines your amount of insurance on the first of the policy month after a change occurs. If benefits are based on your salary, the policyholder must report updates to all covered person's earnings as they occur. Changes to a covered person's earnings are subject to any proof of insurability requirements of the policy. As of the policy's redetermination date, we use a covered person's salary or earnings on record with us to: (a) set rates; (b) set benefit amounts and limits; and (c) calculate premium payable under the policy.

## Delayed Effective Date of Change

You must be actively at work on a full-time basis on the redetermination date. If you are not, your coverage amount will not change until the date you return to active work on a full-time basis. Changes in salary or earnings will not apply to a recurring disability.

Any decrease in coverage will take effect immediately but will not affect a payable claim that occurs prior to the decrease.

## Changes to the Policy

Any increase or decrease in coverage because of a change in the plan of insurance will become effective on the date of the change. The Delayed Effective Date provision will apply to an increase.

# Termination Provisions

## Termination of Employee Insurance

Your insurance will terminate at 12:00 midnight on the earliest of the following dates:

1. the last day of the period for which a premium payment is made, if the next payment is not made;
2. the date the policy terminates, or the date a specified benefit terminates;
3. the date you cease to be a member of a class eligible for insurance;
4. the date you cease to be actively at work;
5. if your coverage is continued under the Waiver of Premium provision, the date specified under “Termination of the Extended Insurance Benefit.”

## Continuation of Insurance

If you are unable to perform active work for a reason shown below, the policyholder may continue your insurance, except for any Accidental Death and Dismemberment coverage, on a premium-paying basis provided you remain in other respects a member of an eligible class. The continuance cannot be more than the maximum continuance shown below. The employer must act so as not to discriminate unfairly among employees in similar situations.

The maximum continuance for insurance is the longest applicable period described below:

1. three months following the date active work stopped due to lay-off or approved leave of absence, or
2. twelve months following the date active work stopped due to your total disability.

**Total Disability for Continuation of Insurance** means that you are under the regular care of a physician, and prevented by injury or sickness from performing all of the material duties of your regular occupation.

# Claim Provisions

## Notice of Loss

Written notice of claim must be given to us at our Home Office within 30 days after a loss occurs or begins, or as soon after the loss as is reasonably possible to do so, but not later than one (1) year from the time notice is required. The notice should identify the covered person and the nature of the loss.

Within 15 days after the date of your notice, we will send you claim forms. The forms must be completed and sent to our Home Office. If you do not receive the claim forms within 15 days, we will accept a written description of the exact nature and extent of the loss.

## Proof of Loss

For any loss for which the policy provides periodic payment contingent upon continuing loss, written proof of loss must be given to us within 90 days after the termination of the period for which we are liable. For any other loss covered by the policy, written proof of loss must be given to us within 90 days after the date of such loss. Failure to furnish proof within such time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish proof within such time. Such proof must be furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity of the claimant, later than one (1) year from the time proof was otherwise required.

## Physical Examination and Autopsy

We have the right to have a physician of our choice examine the covered person as often as necessary while the claim is pending. We may also have an autopsy made in case of death, unless not allowed by law. We will pay the cost of the exam and autopsy.

## Payment of Claims

All benefits payable under this policy will be payable immediately upon receipt of due written proof of such loss.

If included, Dismemberment benefits will be paid to you. Employee Life insurance and Accidental Death benefits will be paid to the person(s) named by you to receive them.

If you failed to name a beneficiary or if no named beneficiary is living at your death, refer to the "Beneficiary" provision below. At our option, up to the maximum allowable by the state laws of the covered person's state of residence may be paid to any person who incurred funeral or other expenses related to the last illness or death of the covered person.

## Beneficiary

Your beneficiary will be the person(s) you name in writing to receive any amount of insurance payable due to your death. The beneficiary's name is on record in our Home Office, or in the policyholder's office if the group is self-administered.

You may name or change a beneficiary by giving us written notice at our Home Office (or by giving the policyholder written notice if the group is self-administered) on a form acceptable to us. When we receive the notice, it will be effective on the date made, subject to any payment we may have made before we receive it.

If there is no named beneficiary living at your death, we may pay, at our discretion, any amount due to one of the following classes of survivors: (1) your spouse; (2) your surviving children in equal shares; (3) your mother and/or father; (4) your brother and/or sister; or (5) your estate.

## Assignment

You may transfer your rights to name or change the beneficiary to someone else by assignment. An assignment will affect us only if it is in writing on a form acceptable to us, and is received at our Home Office. When we record it, the assignment will take effect as of the date you made it. The assignment will be subject to any action we may have taken before we record it. We take no responsibility for the validity of any assignment.

Claims of Creditors**:** To the extent allowed by law, proceeds will not be subject to any claims of a beneficiary's creditors.

## Authority

The policyholder delegates to us and agrees that we have the sole discretionary authority to determine eligibility for participation or benefits and to interpret the terms of the policy.

We decide: (a) if a covered person is eligible for this insurance; (b) if a covered person meets the requirements for benefits to be paid; and (c) what benefits are to be paid by the policy. We also interpret how the policy is to be administered. What we pay and the terms for payment are explained in this certificate.

## Limit on Legal Action

No action at law or in equity may be brought against the policy until at least 60 days after you file proof of loss. No action can be brought after the statute of limitations has expired, but, in any case, not after three (3) years from the date of loss.

## Review Procedure

You must request, in writing, a review of a denial of your claim within 180 days after you receive notice of denial.

You have the right to review, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits, and you may submit written comments, documents, records and other information relating to your claim for benefits.

We will review your claim after receiving your request and send you a notice of our decision within 45 days after we receive your request, or within 90 days if special circumstances require an extension. We will state the reasons for our decision and refer you to the relevant provisions of the policy. We will also advise you of your further appeal rights, if any.

## Subrogation and Right of Reimbursement

The plan assumes and is subrogated to your legal rights to recover any payments the plan makes for benefits, when a covered sickness or injury resulted from the action or fault of a third party. The plan's subrogation rights include the right to recover the amount of benefits paid to you.

The plan has the right to recover any and all amounts equal to the plan's payments from:

1. the insurance of the injured party;
2. the person, company (or combination thereof) that caused the sickness or injury, or any insurance company; or
3. any other source, including disability benefit coverage.

This right of recovery under this provision will apply whether recovery was obtained by suit, settlement, mediation, arbitration, or otherwise. The plan's recovery will not be reduced by your negligence, nor by attorney fees and costs you incur.

Priority Right of Reimbursement

Separate and apart from the plan's right of subrogation, the plan shall have first lien and right to reimbursement. This priority right of reimbursement supersedes your right to be made whole from any recovery, whether full or partial. You agree to reimburse the plan 100% first for any and all benefits provided through the plan, and for any costs of recovering such amounts from those third parties from any and all amounts recovered through:

1. any settlement, mediation, arbitration, judgment, suit, or otherwise, or settlement from your own insurance and/or from the third party (or their insurance);
2. any auto or recreational vehicle insurance coverage or benefits including, but not limited to disability benefit coverage; and
3. business and homeowner disability insurance coverage or payments.

The plan may notify those parties of its lien and right to reimbursement without notice to or consent from any covered person.

This priority right of reimbursement will not be reduced by attorney fees and costs you incur.

The plan may enforce its rights of subrogation and recovery against, without limitation, any tortfeasors, other responsible third parties or against available disability insurance coverages. Such actions may be based in tort, contract or other cause of action to the fullest extent permitted by law.

Notice and Cooperation

You are required to notify us promptly if you are involved in an incident that gives rise to such subrogation rights and/or priority right of reimbursement, to enable us to protect the plan's rights under this section. You are also required to cooperate with us and to execute any documents that we, acting on behalf of the policyholder, deems necessary to protect the plan's rights under this section.

You shall not do anything to hinder, delay, impede or jeopardize the plan's subrogation rights and/or priority right of reimbursement. Failure to cooperate or to comply with this provision shall entitle the plan to withhold any and all benefits due you under the plan. This is in addition to any and all other rights that the plan has pursuant to the provisions of the plan's subrogation rights and/or priority right of reimbursement.

If the plan has to file suit, or otherwise litigate to enforce its subrogation rights and/or priority right of reimbursement, you are responsible for paying any and all costs, including attorneys' fees, the plan incurs in addition to the amounts recovered through the subrogation rights and/or priority right of reimbursement.

Legal Action and Costs

If a covered person settles any claim or action against any third party, that covered person shall be deemed to have been made whole by the settlement and the plan shall be entitled to collect the present value of its rights as the first priority claim from the settlement fund immediately. The covered person shall hold any such proceeds of settlement or judgment in trust for the benefit of the plan. The plan shall also be entitled to recover reasonable attorneys' fees incurred in collecting proceeds held by the covered person in such circumstances.

Additionally, the plan has the right to sue on the covered person's behalf, against any person or entity considered responsible for any condition resulting in benefits paid or to be paid by the plan.

Settlement or Other Compromise

The covered person must notify the plan prior to settlement, resolution, court approval, or anything that may hinder, delay, impede or jeopardize the plan's rights so that the plan may be present and protect its subrogation rights and/or priority right of reimbursement.

The plan's subrogation rights and priority right of reimbursement attach to any funds held, and do not create personal liability against the covered person.

The right of subrogation and the right of reimbursement are based on the plan language in effect at the time of judgment, payment, or settlement.

The plan, or its representative, may enforce the subrogation and priority right of reimbursement.

## Alternate Dispute Resolution Procedures

This dispute resolution procedure ("procedure") is intended to provide a fair, quick and inexpensive method of resolving any and all disputes with us. Such disputes include any matters that cause you to be dissatisfied with any aspect of your relationship with us, including any claim, controversy, or potential cause of action you may have against us. Please contact the Dispute Resolution office at (800) 648-0271 if you have any questions about this section of the certificate or to begin the dispute resolution process.

The following terms are applicable to all disputes:

1. This procedure is the exclusive method of resolving any disputes.
2. The procedure can only resolve disputes that are subject to our control.
3. This procedure will be governed by the Employee Retirement Income Security Act of 1974 ("ERISA"); Rules and Regulations for Administration and Enforcement; Claims Procedure (the "Claims Regulation"). That includes the definition of an adverse benefit determination, which is defined as any denial, reduction, termination or failure to provide or make payment for what you believe should be a covered benefit.
4. You may request a form from our Dispute Resolution office to authorize another person to act on your behalf concerning a dispute.
5. We may elect to skip one or more of the steps of this procedure if it is determined that step will not help to resolve the dispute.
6. Any dispute will be resolved in accordance with the terms of this certificate, applicable state or Federal laws and regulations.
7. You must begin the dispute process within 180 days from the date you receive notice of an adverse benefit determination. If you do not initiate the dispute process within that 180 day period, you give up the right to take any action based on that Dispute.

## Description of the Procedure

Inquiry

You should contact our Dispute Resolution office to discuss and attempt to resolve any issues regarding a dispute. We hope that this informal process will resolve your questions or concerns.

Appeals

If you are not satisfied with the response to your inquiry, you may submit a written request (an "appeal") to the Office of the Appeals Coordinator, USAble Life, P.O. Box 1650, Little Rock, AR 72203-1650, asking that we reconsider an adverse benefit determination. Please contact the Dispute Resolution office if you have any questions about how to submit an appeal to us. You are not required to use a specific form, but you may request that the Dispute Resolution office send you a blank appeal form to ensure that you provide the information that will be needed to review your appeal.

We will assign a coordinator to review your appeal. The appeal coordinator is an individual with appropriate expertise who is neither the individual who made the adverse benefit determination, nor a subordinate of that individual.

The appeal coordinator may request that you submit additional information concerning your grievance. The appeal coordinator will also consider information submitted by others, including information requested from other USAble Life representatives. The appeal coordinator will have full discretionary authority to make eligibility, benefit or claim determinations and construe the terms of the policy. Such determinations shall be subject to the review standards applicable to ERISA plans, even if the policy is not governed by ERISA.

We will make a decision within 60 days after receiving your appeal concerning a claim determination.

The appeal coordinator will send you a written decision concerning your appeal. The appeal coordinator's decision will include: a statement of the coordinator's understanding of your appeal; a statement explaining the basis of the decision; and a list of the documents or information upon which that decision was based. We will send you a copy of the listed documents, without charge, if you make a written request for such documents.

## Post Appeal Procedure

If you are still not satisfied after completing the appeal procedure, you have the right to bring a civil action against us to obtain the remedies available pursuant to Sec. 502(a) of ERISA (an "ERISA Action") after completing the mandatory appeal process. Those ERISA remedies will apply to this policy even if your plan is not otherwise governed by ERISA. If you agree to arbitrate a dispute, we agree to suspend (or toll) any time periods affecting your right to bring an ERISA Action against us related to that dispute, until the arbitration has been completed.

You may request that the dispute be submitted for resolution by arbitration. That arbitration request must be submitted, in writing, to USAble Life's General Counsel within sixty (60) days after you receive the appeal coordinator's decision.

The dispute will be submitted to arbitration in accordance with the rules of the American Arbitration Association, unless we both agree to use an alternative dispute resolution administrator or procedure. The arbitration will be conducted before a single arbitrator.

We will pay the filing fee charged by the administrator and the arbitrator. You will be solely responsible for any other costs that you incur to participate in the arbitration process, including your attorney's fees. The filing fee and arbitrator's fees may be reallocated as part of an arbitration award, in whole or in part, at the discretion of the arbitrator.

The arbitration will be conducted in a location where it is reasonably convenient for you to participate. If we can not agree concerning a convenient location, the administrator or arbitrator, if appointed, shall have the discretion to decide where the arbitration will be conducted.

The arbitrator: (a) shall consider the dispute individually and shall not certify or consider multiple disputes as part of a class action; (b) shall be required to issue a reasoned written decision explaining the basis of his or her decision and the manner of calculating any award; (c) shall limit his or her decision to deciding if our adverse benefit decision was arbitrary or capricious based on ERISA standards; (d) may not award punitive, extra-contractual, treble or exemplary damages unless permitted to do so by applicable statutes or regulations; (e) may not vary or disregard the terms of the policy; and (f) shall be bound by controlling law; when issuing a decision concerning the dispute.

The arbitrator shall limit discovery to the extent possible consistent with the objective of completing the arbitration in a fair, prompt, and cost effective manner. Emergency relief such as injunctive relief may be awarded by the arbitrator.

**Contact Information**

General Counsel
USAble Life
P.O. Box 1650
Little Rock, AR 72203-1650
Telephone: (800) 648-0271
Email: AppealCoordinator@usablelife.com

Office of the Dispute Resolution Coordinator
USAble Life
P.O. Box 1650
Little Rock, AR 72203-1650
Telephone: (800) 648-0271
Email: AppealCoordinator@usablelife.com

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# General Provisions

## Entire Contract

This certificate is furnished in accordance with and subject to the terms of the policy. The entire contract consists of the policy, which includes the application, any amendments and addenda; this certificate; your enrollment form, if required; and any riders or endorsements. No change in the policy will be effective until approved by one of our officers. This approval can only be in writing and must be noted on or attached to the policy. No agent has authority to change the policy or certificate or to waive any of their provisions.

Any statement made by you or the policyholder is considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to you.

## Errors

An error in keeping records will not cancel insurance that should continue nor continue insurance that should end. We will adjust the premium, if necessary. If the premium was overpaid, we will refund the difference. If the premium was underpaid, the difference must be paid to us.

## Misstatements

If any information about you or the policyholder's plan is misstated or altered after the application is submitted, including information with respect to participation or who pays the premium and under what circumstances, the facts will determine whether insurance is in effect and in what amount. We will retroactively adjust the premium.

## Incontestability

Unless the premiums have not been paid, the validity of the policy cannot be contested after it has been in force for two years.

Any statement made by the policyholder or a covered person will be considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to the covered person or the beneficiary.

No statement, except fraudulent misstatement, made by a covered person about insurability will be used to deny a claim for a loss incurred or disability starting after coverage has been in effect for two years.

No claim for loss starting two or more years after the covered person's effective date may be reduced or denied because a disease or physical condition existed before the person's effective date, unless the condition was specifically excluded by a provision in effect on the date of loss.

## Agency

Neither the policyholder, any employer, any associated company, nor any administrator appointed by the foregoing is our agent. We are not liable for any of their acts or omissions.

## Unpaid Premium

We may deduct any unpaid premium then due from the payment of a claim under this certificate.

## Refund of Premium

On the death of the covered person, proceeds payable hereunder shall include the amount of unearned premium paid beyond the end of the policy month in which death occurred. Payment shall be made in one lump sum no later than 30 days after proof of the covered person's death has been furnished to us.

## Conformity with State Statutes

If the provisions of this certificate do not conform with the laws of the state in which you reside on the certificate effective date, they are hereby amended to conform with the minimum requirements of the statutes of that state.

## Policy Management

Efficient management of the policy requires the joint efforts of the policyholder, USAble Life, and each covered person. Each party has certain duties to bring about the effective administration of the policy.

***Duties of the Policyholder:*** The policyholder's primary duties under the policy are listed below.

1. Give us prompt, written notice of any change in business of the policyholder and employer. This includes, but is not limited to: (a) the type of business; (b) addition or deletion of an associated company; or (c) financial status due to bankruptcy; merger; acquisition; or dissolution.
2. Give us pertinent records for all covered persons. This includes, but is not limited to: (a) hire dates; (b) eligibility dates; (c) salaries; (d) occupations; and (e) birth dates. Give us updates of such records as needed.
3. Give us prompt notice of a covered person's disability. This notice should be given as soon as possible after the date of injury or start of sickness. The most effective time for such notice is when the covered person has not been able to perform active work for 30 days.
4. Give us occupational data for all disabled covered persons. This includes, but is not limited to: (a) job descriptions and analyses; and (b) environmental factors.

***Duties of Covered Persons and Beneficiaries:*** Your and your beneficiary's primary duties under the policy are listed below:

1. Give notice and proof of loss as soon as possible after the date of your injury or sickness, or the date of your death, or the death of a covered dependent, if applicable.
2. Give a complete account of the details of your injury or sickness or the death on a form approved by us.
3. Provide any other official documents to review the loss such as a certified death certificate, investigating officer's report, or medical records.
4. Allow release of medical and income data needed to adjudicate your claim.
5. Provide evidence of the regular care of a physician, if necessary.
6. Promptly report to us any changes in your status such as your address or telephone number, or if you return to work or are no longer disabled.
7. If benefits are overpaid, reimburse such overpayment within 60 days of the date benefits were overpaid.
8. Provide proof of your earnings for the period prior to a loss.

## Fraud

It is unlawful to knowingly provide false, incomplete or misleading facts or information with the intent of defrauding us. An application for insurance or statement of claim containing any materially false or misleading information may lead to reduction, denial or termination of benefits or coverage under the policy and recovery of any amounts we have paid.

# Employee Term Life Insurance

## Death Benefit

We will pay your beneficiary the amount of insurance in force on the date of death, as shown in the Schedule of Insurance, when we receive all required proof of loss, including written proof of your death acceptable to us and a completed claim form.

## Suicide

This provision applies to Supplemental Life only. If you, whether sane or insane, die by suicide within one year(s) of your original effective date of insurance, the death benefit will be limited to the amount of premiums paid for your insurance.

After having been insured for one year(s), if you, whether sane or insane, die by suicide within one year(s) of the effective date of an increase in coverage, the death benefit will be limited to the amount of insurance in effect prior to the increase in coverage, plus the amount of premiums paid for the increase in coverage.

With respect to employees insured on the effective date of the policy:

1. if the policy replaces another group life policy, the one year(s) limitation on death by suicide shall be reduced by the number of months you were continuously insured by the prior policy; and
2. the benefit payable shall be the lesser of the amount otherwise payable under this policy or the amount provided by the prior policy.

# Conversion Privilege for Life Insurance

## Conversion upon Termination of Employment or Eligibility

**For Employees**

You may convert all or part of your life insurance to an individual policy of life insurance, other than Term,

1. if all or part of it stops for any reason; unless
2. it stops because you did not pay any required premiums.

The amount you may apply for may not be more than:

1. the life amount then in force; or
2. that part of the life amount which has stopped, whichever is less.

Accidental death and dismemberment, disability or any other supplemental coverage for which you are eligible under this policy may not be converted.

## Conversion upon Termination or Amendment of Group Policy

Any covered person may convert a limited amount of life insurance if he has been continuously insured under the policy for at least five (5) years and his insurance ends due to termination or amendment of the policy.

The amount you may convert in this case is the smaller of the following:

1. the amount of life insurance which terminates, less the amount you became eligible for under any group policy within 31 days after this insurance terminated; or
2. $10,000.

## Conversion Coverage

Any covered person may convert his life insurance to any policy we are issuing for the purpose of conversions other than Term. The conversion policy will not have disability or other supplementary benefits. No evidence of insurability will be required. The premium will be based on the amount and the form of the conversion policy, and on the covered person's class of risk and age on the date the conversion takes effect.

A conversion policy is in lieu of all other benefits under this policy. If you qualify for the Extended Insurance Benefit, any conversion policy issued will be canceled. Premiums paid for the converted policy will be returned.

The conversion policy will take effect on the 32nd day after the insurance terminates.

## Notice and Application Required

Written application and the first premium payment for the conversion policy must be received in our Home Office within 31 days after the covered person's insurance terminates. If you are not given notice of the right to convert by the 16th day of the 31 day conversion period, you will have an additional period in which to apply for conversion. The additional period will end 15 days after you are given notice, but not more than 61 days after the date the insurance under the policy ended.

Nothing in the policy will continue coverage for more than 31 days following the date coverage ends under the policy. Written notice, contained in this certificate of insurance and given to you at any time, or mailed by the policyholder to your last known address will be considered sufficient written notice to you. It is the responsibility of the policyholder to give such notice to you.

## Conversion Period Death Benefit

If the covered person dies within the 31 days allowed for making application to convert, we will pay the amount he was entitled to convert. We will do this whether or not application was made.

# Life Insurance – Waiver of Premium

This section applies to the Basic Life Insurance Benefit and the Supplemental Life Insurance Benefit only.

## Extended Insurance Benefit (Waiver of Premium)

We will continue the term life insurance in force on you and your covered dependents without premium payment if you become totally disabled provided:

1. you are insured under this plan and are actively at work on or after the effective date of the plan; and
2. your total disability begins before age 60; and
3. total disability has continued without interruption for at least six (6) months during which time premiums have been paid; and
4. you provide us with proof of total disability as required; and
5. you are still totally disabled when you submit the proof of disability.

## Amount of Life Insurance

The amount of life insurance continued will be the amount in force on the date you became totally disabled. This amount will be reduced or terminated based on the Schedule of Insurance in effect on the date of total disability. This amount will not be increased while you remain totally disabled.

## Definition of Total Disability

For the purposes of waiver of premium, “total disability” or “totally disabled” means that you are under the regular care of a physician, and prevented by injury or physical or mental sickness from performing the material duties of any gainful occupation.

**Gainful Occupation** means any employment that exists in the national economy that you may be expected to follow based on your education, training, experience, age, and physical and mental capacity, and from which you are expected to earn at least 80% of your pre-disability earnings within 12 months of your return to active work.

## Proof of Total Disability

Upon receipt of Notice of Loss, we will provide forms which you must use when giving us proof of total disability. (See “Notice of Loss” under the Claim Provisions.) You must give us proof no later than 12 months after the date you became totally disabled. We may at any time require proof that total disability continues. You must give us proof of continuing disability within 60 days after our request. After you have been totally disabled for more than two years from the date of total disability, we will not request proof more than once a year. We may require that you be examined at our expense by a physician of our choice.

## Death While Totally Disabled

If you die while your life insurance is being continued under this provision, we will pay the amount of insurance if we receive proof:

1. of your death; and
2. that total disability was continuous from the date it began to the date of death.

## Termination of the Extended Insurance Benefit

You will no longer be eligible for the Extended Insurance Benefit and your life insurance will terminate on the earliest of the following dates:

1. the date you cease to be totally disabled. But, if you are still eligible for life insurance when you return to active work, your life insurance may be continued in force if premium payments are resumed. If this is done, any increased amount of life insurance you may then be eligible for will take effect as described in the Effective Date of Insurance provision; or
2. the last day of the 60 day period following our request for proof of total disability, if you do not give us proof or you refuse to take a medical exam; or
3. the date you attain age 65.

If your life insurance terminates while you are covered under this provision, you will be eligible to convert that coverage as of the termination date. You may convert no more than the amount of term life insurance that was in force on you on that date. (See "Conversion Privilege for Life Insurance" provision.)

## Continuity of Coverage for Waiver of Premium upon Transfer of Insurance Carriers

In order to prevent loss of coverage because of a transfer of insurance carriers, this policy will provide waiver of premium benefits for certain employees and covered dependents, if applicable, who meet the following qualifications if a transfer of carriers would result in loss of group life insurance coverage.

We will continue your group life insurance in force without premium payment if you become totally disabled provided:

1. you were insured under the prior carrier at the time of transfer; and
2. your total disability began before age 60; and
3. your total disability has continued without interruption for at least six (6) months during which time premiums were paid to the prior carrier and us; and
4. you provide us with proof of total disability as required; and
5. you are still totally disabled when you submit proof of disability.

## Amount of Life Insurance Provided Through Continuity of Coverage for Waiver of Premium

The amount of insurance continued will be the lesser of the amount in force under the prior carrier at time of transfer or the amount of group life insurance you would have been eligible for under this policy.

All other provisions under the Life Insurance – Waiver of Premium section of this policy will apply if you are eligible for continuity of coverage under this provision.

# Accidental Death & Dismemberment Insurance

This section applies to the Basic Accidental Death & Dismemberment (AD&D) Benefit and the Supplemental AD&D Benefit.

For Basic AD&D or Supplemental AD&D, you are the only covered person under this benefit.

If a covered person suffers a loss described below, we will pay the amount of insurance that applies. You or your beneficiary must give us proof that:

1. injury occurred while the insurance was in force under this section;
2. loss occurred within 365 days after the injury; and
3. loss was due to injury independent of all other causes.

## Amount of Insurance

If a covered person suffers a specified loss, we will pay the benefit set opposite such loss; provided, however, that if the covered person sustains more than one such loss as the result of any one accident, we will pay only the one largest amount to which the covered person is entitled. In paying the benefit, we will consider only losses sustained while insured under this benefit.

Loss of Life..... 100% of the AD&D Amount

Loss of Two or More Members..... 100% of the AD&D Amount

Loss of One Member..... 50% of the AD&D Amount

Loss of Thumb and Index Finger
of the Same Hand..... 25% of the AD&D Amount

**Member** means hand, foot, sight, speech, or hearing.

**Loss of sight** means total and irrecoverable loss of sight.

**Loss of hands or feet** means total and irrecoverable loss due to severance at or above the wrist or ankle, unless the state in which the policy is issued defines the loss differently.

**Loss of Thumb and Index Finger** means total and irrecoverable loss at the proximal phalanx.

**Loss of speech** means a total and irrecoverable loss of audible communication.

**Loss of hearing** means permanent total deafness in both ears such that it cannot be corrected to any functional degree by any aid or device.

## Exclusions

We will not pay a benefit for a loss caused directly or indirectly by:

1. disease, bodily or mental infirmity, or infection (except bacterial infection of a visible injury);
2. war or any act of war, or while serving in the armed forces of any country or international authority;
3. suicide or intentional, self-inflicted injury, whether sane or insane;
4. your active participation in a riot or insurrection;
5. your voluntary commission of, or attempting to commit, an assault or felony; or participating in an illegal occupation;
6. your voluntary use of any drug, hallucinogen, controlled substance, or narcotic unless taken as prescribed by a physician;

7. travel or flight in, or descent from, any aircraft unless as a fare paying passenger on a commercial airline flying between established airports on: (a) a scheduled route, or (b) a charter flight;
8. your being intoxicated as defined by the laws of the jurisdiction in which the accident occurred. Conviction is not necessary for a determination of being intoxicated.

**Participation** in a riot shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the person of the insured, if such actions of defense are not taken against persons seeking to maintain or restore law and order including but not limited to police officers and firemen.

**Riot** shall include all forms of public violence, disorder, or disturbance of the public peace, by three or more persons assembled together, whether or not acting with common intent and whether or not damage to persons or property or unlawful act or acts is the intent or the consequence of such disorder.

**War** means declared or undeclared war or a conflict involving the armed forces of any country, group of countries, governments, or international organization.

# Group Life Accelerated Benefit

This section applies to the Basic Life Insurance Benefit and the Supplemental Life Insurance Benefit only.

## Notice of Possible Tax Consequences

Please be advised that receipt of the accelerated benefits may be taxable. Any person who receives accelerated benefits should consult his personal tax advisor.

The receipt of accelerated benefit payments may adversely affect the covered person's eligibility for Medicaid or other government benefits or entitlements.

## Definitions

"Terminal Illness" means a medical condition:

1. which is expected to result in the covered person's death within 12 months; and
2. from which the covered person is not expected to recover.

## Eligibility

All covered employees under age 70 who are insured for a minimum of $10,000 of life insurance under the policy are eligible.

A covered employee is eligible for the accelerated benefit only if he becomes and remains insured for life insurance under the policy.

## Accelerated Benefit

The accelerated benefit is an advance payment to the covered person who:

1. is terminally ill; and
2. elects to receive part of his life insurance benefit payable under the group policy, subject to the maximum benefit amounts stated on the Schedule of Insurance.

We will pay an accelerated benefit to you when we receive the following:

1. a written request for payment of the accelerated benefit; and
2. proof that the covered person is terminally ill and his illness is expected to result in his death within 12 months.

The accelerated benefit will be paid only once for each eligible covered person, and in one lump sum to you before death occurs.

## Cost of Providing the Accelerated Benefit

There is no cost associated with providing the accelerated benefit.

## Amount of Accelerated Benefit

The maximum accelerated benefit will be the lesser of:

1. 75% of the covered person's life insurance amount; or
2. $250,000.

If the covered person's life insurance amount is scheduled for a reduction within 12 months after the date you request the payment of the accelerated benefit, the maximum accelerated benefit will be based on the reduced amount.

## Irrevocable Beneficiary

For the purpose of the Accelerated Benefit provision, an irrevocable beneficiary is a named beneficiary whose rights to the employee's life insurance proceeds are vested and whose rights cannot be cancelled by the employee unless the irrevocable beneficiary consents.

## Conditions and Requirements for Payment of the Accelerated Benefit

You must request payment of an accelerated benefit in writing.

Proof that the covered person is terminally ill must be provided to us. The proof must be certified by a licensed physician and in a form that is satisfactory to us. We are not obligated to ask for any proof. Any delay in submitting proof will not cause a request to be denied if the proof is given to us as soon as reasonably possible.

After receipt of such proof, we may require the covered person to be examined by a licensed physician of our choice, at our expense. If there is a disagreement between the two physicians, we may require the covered person to be examined by another licensed physician of our choice, at our expense. The decision of the third physician will be final.

## Effect of Payment of an Accelerated Benefit on Policy Provisions

The covered person's amount of life insurance under the policy will be reduced by the amount of any accelerated benefit that has been previously paid.

The following will be based on the reduced life insurance amount:

1. the amount of life insurance payable to the beneficiary when the covered person dies;
2. the amount of life insurance the covered person can convert under the policy; and
3. the premiums payable for the covered person's life insurance under the policy after an accelerated benefit is paid to you, if such premiums are not waived.

The payment of an accelerated benefit will not affect the amount of the covered person's Accidental Death and Dismemberment Benefits under the group policy, if any.

## Exclusions

We will not pay an accelerated benefit if:

1. the covered person has made an absolute assignment of his life insurance under the policy and we do not receive written consent by the absolute assignee;
2. all or part of the covered person's life insurance under the group policy is to be paid to his children or former spouse as part of a court approved divorce agreement;
3. the covered person has made an irrevocable beneficiary designation of his life insurance under the policy and we do not receive written consent by the irrevocable beneficiary; or
4. the terminal illness is a result of intentional self-inflicted injury or attempted suicide, committed while sane or insane.

## Date Insurance Ends under this Benefit

A covered person's insurance under this benefit will end at the earliest of:

1. the date the accelerated benefit is paid to you on the covered person's behalf;
2. the date the covered person's life insurance ends under the policy; or
3. the policy anniversary on which the covered person is age 70.

# Important Notice

The following information is provided to assist you in answering any questions you might have:

**Soliciting Agent**
The name, address and telephone number of our soliciting agent is available to you, if needed, by calling our Customer Service Department at (800) 370-5856.

**USAble Life**

USAble Life
P. O. Box 1650
Little Rock, AR 72203-1650
Toll Free (800) 370-5856

If we fail to provide you with reasonable and adequate service, you may contact:

**Arkansas Insurance Department**

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1904
Phone (501) 371-2640 or
Toll Free 1-800-852-5494

We appreciate the opportunity to serve your insurance needs.

USAble Life

P.O. Box 1650 • Little Rock, AR 72203-1650
(501) 375-7200 • (800) 648-0271

# Disclosure for Group Life Accelerated Benefit

This disclosure provides a very brief description of the important features of your Group Life Accelerated Benefit. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and USAble Life. It is, therefore, important that you **READ YOUR POLICY CAREFULLY**.

## Accelerated Benefit Plan

The accelerated benefit is an advance payment of your amount of life insurance payable under the group policy, subject to the maximum benefit amounts stated on the Schedule of Insurance. You may request payment of an accelerated benefit in the event that you are diagnosed with a terminal illness which is expected to result in your death within 12 months, and from which you are not expected to recover.

The receipt of accelerated benefit payments may adversely affect your eligibility for Medicaid or other government benefits or entitlements.

On Your Tax Status

The payment of an accelerated benefit may result in a taxable event to you. You should consult a tax advisor before requesting such benefit payment.

Cost of Providing the Accelerated Benefit

There is no cost associated with providing the accelerated benefit.

Amount of Accelerated Benefit

The accelerated benefit will be paid only once and in one lump sum to you. The maximum accelerated benefit will be the lesser of:

1. 75% of your life insurance amount; or
2. $250,000.

If your life insurance amount is scheduled for a reduction within 12 months after the date you request the payment of the accelerated benefit, the maximum accelerated benefit will be based on the reduced amount.

## Effect of Payment of an Accelerated Benefit Payment on Policy Provisions

Your amount of life insurance under the group policy will be reduced by the amount of an accelerated benefit that has been previously paid. The following will be based on such reduced life insurance amount:

1. the amount of life insurance payable to the beneficiary when you die;
2. the amount of life insurance you can convert under the group policy; and
3. the premiums payable for your life insurance under the group policy after an accelerated benefit is paid to you, if such premiums are not waived.

The payment of an accelerated benefit will not affect the amount of your Accidental Death and Dismemberment Benefits under the group policy, if any.

Illustration of Death Benefit and Premium Reduction

Assumptions:
- you are insured for $30,000 of group term life insurance
- life rate of $.50 per $1,000 ($10.00 monthly premium)

| Reduction: | | |
|---|---|---|
| | $30,000 | • your life insurance amount |
| | -22,500 | • the accelerated benefit paid to you |
| | $ 7,500 | • your reduced life insurance amount |
| | x .50 | • rate per $1,000 |
| | $ 3.75 | • your reduced monthly premium |

## Exclusions

We will not pay an accelerated benefit if:

1. you have made an absolute assignment of your life insurance under the group policy and we do not receive written consent by the absolute assignee;
2. all or part of your life insurance under the group policy is to be paid to your child(ren) or former spouse as part of a court approved divorce agreement;
3. you have made an irrevocable beneficiary designation of your life insurance under the group policy and we do not receive written consent by the irrevocable beneficiary; or
4. the terminal illness is a result of intentional self-inflicted injury or attempted suicide, committed while sane or insane.

## Date Insurance Ends under this Benefit

Your insurance under this benefit will end at the earliest of:

1. the date the accelerated benefit is paid to you or on your behalf;
2. the date your life insurance ends under the group policy; or
3. the policy anniversary on which you are age 70.

USAble Life

P.O. Box 1650 • Little Rock,AR 72203-1650
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# Accidental Death & Dismemberment Coma Rider

This rider is made part of the policy and certificate issued by USAble Life to which it is attached.

It takes effect on January 1, 2010, and expires at the same time as the policy or certificate.

For Basic AD&D and Supplemental AD&D, you are the only covered person under this rider.

## Coma Benefit

If as a result of a covered accident, a covered person is injured, we will pay a benefit if the covered person becomes comatose within 31 days of the accident, and remains comatose beyond the elimination period.

Covered person will be considered "Comatose" or in a "Coma", if covered person is in a profound stupor or state of complete and total unconsciousness, as the result of an accident.

The "Elimination Period" is the 31-day period from the day the covered person becomes comatose.

We will pay this benefit from the end of the elimination period, based upon the covered person's full Basic and Supplemental AD&D benefit amount, at the rate of 5% of the full benefit amount per month or 5% of the difference between the full benefit amount and the amount of any benefits paid for loss arising out of the same accident, whichever is less. We will cease payment on the earliest of:

1. the end of the month in which the covered person dies;
2. the end of the 11th month for which this benefit is payable; or
3. the end of the month in which the covered person recovers from the coma.

Monthly coma benefit payments will be payable to the covered person's legal guardian, or in the event no legal guardian is appointed, to the person who in our opinion is responsible for the covered person's care. In the event of the covered person's death, any Accidental Death benefits payable will be paid to the covered person's beneficiary.

If the covered person dies as a result of the covered accident while the monthly Coma Benefit is payable, benefits will be paid under the policy for Accidental Death; however, in no event shall the total amount paid for all benefits exceed the covered person's full AD&D benefit amount.

If the covered person remains comatose after this Coma Benefit is payable for 11 straight months, benefits will be paid under the policy for Accidental Death; however, in no event shall the total amount paid for all benefits exceed the covered person's full Basic and Supplemental AD&D benefit amount.

## Additional Exclusions

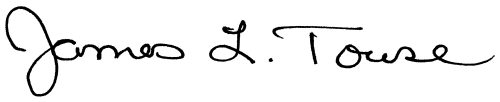
In addition to the Limitations listed in the certificate, the following exclusion is added. Benefits will not be paid for loss covered by or resulting from sickness, disease, bodily infirmity or medical or surgical treatment thereof, or bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.

## Date Coverage Ends under This Rider

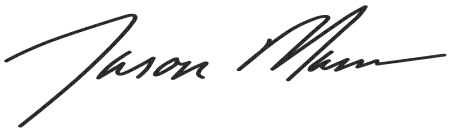
Coverage under this rider will end upon your attainment of age 70; however, termination only applies to accidents occurring after your attainment of age 70.

This rider is subject to all provisions of the policy and certificate which are not inconsistent with the terms of this rider.

Signed for USAble Life at Little Rock, Arkansas, as of the effective date:



Secretary



President

USAble Life

P.O. Box 1650 • Little Rock,AR 72203-1650
(501) 375-7200 • (800) 648-0271

# Accidental Death & Dismemberment Exposure and Disappearance Rider

This rider is made part of the policy and certificate issued by USAble Life to which it is attached.

It takes effect on January 1, 2010, and expires at the same time as the policy or certificate.

For Basic AD&D and Supplemental AD&D, you are the only covered person under this rider.

## Exposure and Disappearance Benefit

Coverage is provided for the applicable accidental death benefit if, due to an accident for which the policy provides AD&D coverage, a covered loss results from exposure to the elements due to the forced landing, stranding, sinking, or wrecking of a vehicle in which the covered person was traveling.

Presumption that the covered person has died will be made if:

1. the vehicle in which he is traveling disappears, sinks, is stranded, or is wrecked as a result of a covered accident; and
2. the body is not found within one year of the occurrence of the disappearance.

This rider is subject to all provisions of the policy and certificate which are not inconsistent with the terms of this rider.

Signed for USAble Life at Little Rock, Arkansas, as of the effective date:

James L. Tourse — Secretary

Jason Mann — President

USAble Life

P.O. Box 1650 • Little Rock, AR 72203-1650
(501) 375-7200 • (800) 648-0271

# Accidental Death & Dismemberment Repatriation Rider

This rider is made part of the policy and certificate issued by USAble Life to which it is attached.

It takes effect on January 1, 2010, and expires at the same time as the policy or certificate.

For Basic AD&D and Supplemental AD&D, you are the only covered person under this rider.

## Repatriation Benefit

We will pay a Repatriation benefit if the covered person dies:

1. as the result of an accident for which an AD&D benefit is payable; and
2. while traveling beyond 100 miles from his permanent residence or outside the territorial boundaries of the United States. Mileage will be measured as map miles from his residence.

We will pay the expenses incurred for the preparation and transportation of the covered person's remains to a mortuary as follows:

1. minimum of $250;
2. up to a maximum of 10% of the covered person's AD&D benefit not to exceed $5,000.

## Benefit Limitations

In addition to the policy limitations, benefits will not be paid under this Repatriation Benefit for:

1. charges which exceed the amount shown above;
2. expenses paid by any Worker's Compensation, occupational disease or similar law that paid benefits in the absence of this coverage.

## Payment of Benefits

All benefits are payable in U.S. currency at the exchange in force on the date the expense was incurred. Benefits will be paid to the beneficiary when we receive valid proof of the expense incurred.

## Date Coverage Ends under This Rider

Coverage under this rider will end upon your attainment of age 70; however, termination only applies to accidents occurring after your attainment of age 70.

This rider is subject to all provisions of the policy and certificate which are not inconsistent with the terms of this rider.

Signed for USAble Life at Little Rock, Arkansas, as of the effective date:

Secretary

President

USAble Life

P.O. Box 1650 • Little Rock, AR 72203-1650
(501) 375-7200 • (800) 648-0271

# Accidental Death & Dismemberment Seat Belt – Air Bag Rider

This rider is made part of the policy and certificate issued by USAble Life to which it is attached.

It takes effect on January 1, 2010, and expires at the same time as the policy or certificate.

For Basic AD&D and Supplemental AD&D, you are the only covered person under this rider.

## Seat Belt Benefit

We will pay an additional accidental death benefit of 10% of the covered person's accidental death benefit not to exceed $10,000. We will pay this benefit if the covered person suffers loss of life, as the result of a covered accident which occurs while he is driving or riding in a private passenger car, if:

1. The private passenger car is equipped with seat belts; and
2. The seat belt was in actual use and properly fastened* at the time of the covered accident; and
3. The position of the seat belt is certified in the official report of the covered accident; or by the investigating officer. A copy of the police accident report must be submitted with the claim.

**An automatic harness seat belt is not considered fastened unless a lap belt is also used.*

If the official report reflects that the covered person was not wearing the seat belt(s) or was not correctly wearing the seat belt(s), we will not pay a benefit under this provision. If such certification is not available, and it is unclear whether the covered person was properly wearing a seat belt, then we will pay a fixed benefit of $1,000 to the designated beneficiary.

No benefit will be paid if the covered person was the driver of the private passenger car and did not hold a current and valid driver's license.

**Private Passenger Car** means any of the following validly registered vehicles: four-wheel private passenger cars (including policyholder-owned cars); station wagons; and sports utility cars, pick-up trucks and vans that are used only as a private passenger car.

## Air Bag Benefit

We will pay an additional benefit if a Seat Belt Benefit is payable under this rider and if the covered person is positioned in a seat protected by a properly functioning, original, factory-installed Supplemental Restraint System that inflates on impact. The additional amount payable under this Benefit is 10% of the covered person's accidental death benefit not to exceed $10,000.

Verification of the actual use of the seat belt, at the time of the accident, and that the Supplemental Restraint System inflated properly upon impact must be a part of an official report of the accident or be certified, in writing, by the investigating officer(s).

This rider is subject to all provisions of the policy and certificate which are not inconsistent with the terms of this rider.

Signed for USAble Life at Little Rock, Arkansas, as of the effective date:

James L. Towse

Secretary

Jason Ham

President