



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

### Voluntary Accidental Death & Dismemberment

**Policyholder:** SUMNER COUNTY GOVERNMENT  
**Class:** 001 - ALL FULL TIME ACTIVE EMPLOYEES  
**State of Residence:** TENNESSEE

This is to certify that US Able Life has issued and delivered the 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 US Able Life may have issued to the policyholder to give to you under the Group Insurance Policy specified herein.

Signed for US Able Life:

Handwritten signature of James L. Touse in cursive script.

Secretary

Handwritten signature of Jason Alton in cursive script.

President

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## Schedule of Insurance

**Policyholder:** SUMNER COUNTY GOVERNMENT  
**Group Policy Number:** 50002948  
**Policy Effective Date:** July 1, 2013\*  
 \*This certificate replaces any certificate issued before the date shown.  
**Eligible Class:** Class 001 - ALL FULL TIME ACTIVE EMPLOYEES  
**Annual Enrollment Date:** July 1 of each year  
**Full-time Employment:** 32 hours weekly  
**Renewal Date:** Voluntary Accidental Death & Dismemberment  
 July 1, 2014

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

1. If you are working for the employer on the policy effective date – 30 days
2. If you start working for the employer after the policy effective date – 30 days

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

Benefit	Benefit Amount
Employee Voluntary Accidental Death & Dismemberment	The amount elected by you on your enrollment form. Elected in \$10,000 increments up to a maximum of \$300,000.
Spouse Voluntary Accidental Death & Dismemberment	The amount elected by you on your enrollment form. Elected in \$10,000 increments up to a maximum of \$300,000.
Children Voluntary Accidental Death & Dismemberment	6 months and over: \$5,000 or \$10,000, as elected by you on your enrollment form. Age 15 days - 6 months: \$1,000
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 Air Bag: 10% up to \$10,000

### Reductions, Terminations, and Special Provisions

Employee Voluntary Accidental Death & Dismemberment

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Reduces to 66 2/3% at age 65 and to 33 1/3% at age 70. Terminates at employee's retirement.

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Spouse Voluntary Accidental Death & Dismemberment

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Reduces to 66 2/3% at the spouse's age 65 and to 33 1/3% at the spouse's age 70. Terminates at employee's retirement.

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## 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 Enrollment Period** means the 60 days prior to and the 30 days immediately following the Annual Enrollment Date shown in the Schedule of Insurance.

**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.

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

1. your spouse, if not legally separated from you;
2. any unmarried child less than age 26, who is:
  - a. not working on a full-time basis, and
  - b. depends upon you for more than 50% of his support; or
3. a handicapped child, as defined in the Continuation of Insurance for a Handicapped Child section, age 26 years or over, who was insured under this policy before reaching age 26.

The term "child" also includes a legally adopted child or child placed for adoption, stepchild, foster child, or any child who lives with you, and depends on you for more than 50% of his support.

**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.

If you do not apply for voluntary coverage when you are first eligible, you will again be eligible on the first Annual Enrollment Date as shown in the Schedule of Insurance which immediately follows the date noted in items 2, 3, or 4 above.

### 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; or
  - c. for voluntary coverage only, on the Annual Enrollment Date as shown in the Schedule of Insurance if you enroll during the annual enrollment period. If you do not apply for voluntary coverage during the first annual enrollment period following your eligibility date, you will be required to submit satisfactory evidence of insurability.

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.

### Dependent Eligibility

Dependents are eligible for insurance on the latest of the following dates:

1. the date you become eligible for dependent insurance;
2. the date a person becomes a dependent; or



3. the date the policy is amended to include your class as being eligible for dependent insurance.

If you do not apply for voluntary dependent coverage when you are first eligible, you will again be eligible on the first Annual Enrollment Date as shown in the Schedule of Insurance which immediately follows the date noted in items 1, 2, or 3 above.

Your spouse or child will not be eligible for dependent insurance if either is insured under the policy as an employee.

If both you and your spouse are insured as employees, your eligible children may be insured as dependents of only one of you.

### **Effective Date of Dependent Insurance**

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

Dependents will not be insured until you are insured.

#### For Benefit Amounts Not Requiring Evidence of Insurability:

1. When your Employer pays 100% of the cost of your dependent coverage under the policy, your dependents will be covered at 12:01 a.m. at your employer's address on your dependent's eligibility date.
2. When you and your Employer share the cost of your dependent coverage under the policy or when you pay 100% of the cost yourself, your dependents will be covered at 12:01 a.m. at your employer's address on the latest of the following dates:
  - a. on your dependent's eligibility date, if you enroll for dependent coverage within 31 days after the date your dependent first becomes eligible for coverage; or
  - b. on the first day of the policy month following the date we approve your application for dependent coverage if you do not apply for dependent coverage within 31 days after your dependent's eligibility date; or
  - c. for voluntary coverage only, on the Annual Enrollment Date as shown in the Schedule of Insurance if you enroll during the annual enrollment period. If you do not apply for voluntary dependent coverage during the first annual enrollment period following your dependent's eligibility date, you will be required to submit satisfactory evidence of insurability.

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

You must furnish satisfactory evidence of the dependent's insurability at your own expense if you have previously terminated dependent coverage while in an eligible class.

### **Delayed Effective Date**

Coverage for a dependent, other than a newborn child, who is confined in a hospital on the day dependent insurance or an increase in insurance is scheduled to take effect will not become effective until the 10th day following final discharge from the hospital.

### **Newborn Child Coverage (including children placed for adoption)**

This section applies to the Voluntary Accidental Death & Dismemberment Benefit only.

Any child of yours born while this benefit is in force will be immediately covered as a dependent from the moment of birth for 90 days. Any newly adopted child or child placed for adoption will be immediately covered from the moment of placement for 90 days. In order for coverage to continue beyond 90 days we must receive: (1) written notice of the birth of the newborn child or

the date of placement for adoption; and (2) payment of any required additional premium within 31 days of our notifying the policyholder of the amount. Additional premium, if any, will begin on the premium due date following the child's date of birth or date of placement, if later.

Written notice should include the child's name, date of birth, and, if applicable, date placed for adoption. We must receive this notice by the end of the 90-day period following the date of birth or adoption placement. Notice is NOT required if you are already paying the premium for children's coverage.

If the required written notice is not received by us during the 90-day period, a newborn child or child placed for adoption may be covered after this date only if the following conditions are met: (1) your written application for coverage is approved by us; and (2) the payment of any required premium is made.

## **Changes in Coverage Provisions**

### **When Coverage Amounts Change (Redetermination Date)**

The policy redetermines your amount of insurance on the first day 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.

### Termination of Dependent Insurance

Insurance on a dependent will terminate at 12:00 midnight on the earliest of the following dates:

1. the date he ceases to be a dependent as defined in the Definitions section;
2. the date you cease to be an employee or a member of a class eligible for dependent insurance;
3. the last day of the period for which a required dependent premium payment is made, if the next payment is not made; or
4. the date the policy terminates, or a specific benefit terminates.

### Continuation of Insurance for a Handicapped Dependent Child

If an unmarried dependent child is not capable of self-sustaining employment due to mental or physical handicap, his insurance will not terminate at age 26. The insurance will continue as long as the child remains handicapped, unless coverage terminates as described in the Termination of Dependent Insurance section, if you give us proof that the child is:

1. incapable of self-sustaining employment; and
2. chiefly dependent on you for support and maintenance.

To keep this coverage in force, we may require proof at our expense of the child's incapacity and dependence. We may require proof from time to time, but not more than once a year after the two years that follow the date the child reaches age 26.

## **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. 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 are the beneficiary of the Dependent Life Insurance if you are living. If you and your dependent die in the same accident, the dependent benefit will be paid to your estate.

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.

### **Right of Reimbursement**

The plan shall have right to reimbursement of any accidental dismemberment or short term disability benefits that you receive from the plan for illness or injury caused by a third party. You agree to reimburse the plan 100% for any and all benefits provided through the plan from any and all amounts recovered by or on your behalf from or on behalf of the responsible third party through mediation, arbitration, judgment, suit, or other action (an "Action"), or settlement from your own insurance and/or from the third party (or their insurance) (a "Settlement").

The plan may notify those parties of its right of 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 initiate an Action against and/or are offered a Settlement by a responsible third party for illness or injuries caused by the third party after receiving benefits from the plan for such illness or injury 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 deem necessary to protect the plan's rights under this section.

You shall not do anything to hinder, delay, impede or jeopardize the plan's 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 right of reimbursement.

### Legal Action and Costs

If a covered person settles any claim or action against any third party without our consent, 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 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. If the plan has to file suit, or otherwise litigate to enforce its right of reimbursement or collect the proceeds of a settlement or judgment, you are responsible for paying any and all costs, including attorneys' fees, the plan incurs in addition to the amounts it is entitled to recover through its 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.

### **Binding Arbitration**

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.

You may request that the dispute be submitted for resolution by binding 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. 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) may not vary or disregard the terms of the policy; and (d) 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. The arbitrators' award, order or judgment shall be final and binding upon the parties. That decision may be entered and enforced in any state or federal court of competent jurisdiction. That arbitration award may only be modified, corrected, or vacated for the reasons set forth in the United States Arbitration Act (9 USC § 1).



**Contact Information**

General Counsel

USABLE Life

P.O. Box 1650

Little Rock, AR 72203-1650

Telephone: (800) 648-0271

Email: [AppealCoordinator@usablelife.com](mailto: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](mailto:AppealCoordinator@usablelife.com)

Office of the Appeal Coordinator

USABLE Life

P.O. Box 1650

Little Rock, AR 72203-1650

Telephone: (800) 648-0271

Email: [AppealCoordinator@usablelife.com](mailto:AppealCoordinator@usablelife.com)

## **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.

## Accidental Death & Dismemberment Insurance

This section applies to the Voluntary Accidental Death & Dismemberment Benefit.

For Voluntary AD&D, you and any dependents covered under the Voluntary AD&D benefit are covered persons 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.

## **Important Notice**

To comply with Tennessee Insurance Rule 0780-1-57, the following information is provided to assist you in answering any questions you might have. Our Policyholder Service Office is:

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

We appreciate the opportunity to serve your insurance needs.







P.O. Box 1650 • Little Rock, AR 72203-1650

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## Endorsement

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The following changes are hereby made to this Policy and Certificate:

- (1) Any reference to the eligibility age of dependent is hereby changed to "under the age of 26."
- (2) Any reference to the termination age of dependent children is hereby changed to his 26th birthday."
- (3) Any reference to a requirement for dependent children to be unmarried is hereby removed.
- (4) Any reference to a full-time student requirement for dependent children is hereby removed, except as described in the Continuation of Insurance for a Handicapped Dependent Child provision.
- (5) Any reference to a full-time employment prohibition for dependent children is hereby removed, except as described in the Continuation of Insurance for a Handicapped Dependent Child provision.
- (6) Any reference to a support requirement for dependent children is hereby removed, except as described in the Continuation of Insurance for a Handicapped Dependent Child provision.

Signed for us at our Home Office on January 1, 2011.

**US Able Life**

A handwritten signature in black ink, appearing to read "Jason Allen", is written over a light blue horizontal line.

**President**





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

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## Accidental Death & Dismemberment Coma Rider

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

It takes effect on July 1, 2013, and expires at the same time as the policy or certificate.

For Voluntary AD&D, you and any dependents covered under the Voluntary AD&D benefit are covered persons 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 Voluntary 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 Voluntary AD&D benefit amount.

**Additional Exclusions**

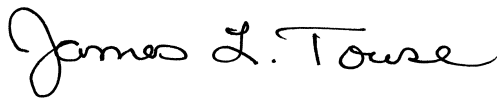
In addition to the Limitations listed in the certificate, the following exclusion is added. Benefits will not be paid for loss covered by or resulting from sickness, disease, bodily infirmity or medical or surgical treatment thereof, or bacterial or viral infection, regardless of how contracted. This 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



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

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## Accidental Death & Dismemberment Exposure and Disappearance Rider

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

It takes effect on July 1, 2013, and expires at the same time as the policy or certificate.

For Voluntary AD&D, you and any dependents covered under the Voluntary AD&D benefit are covered persons 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 US Able Life at Little Rock, Arkansas, as of the effective date:

Handwritten signature of James L. Touse in cursive.

Secretary

Handwritten signature of Jason Mann in cursive.

President





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

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## Accidental Death & Dismemberment Repatriation Rider

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

It takes effect on July 1, 2013, and expires at the same time as the policy or certificate.

For Voluntary AD&D, you and any dependents covered under the Voluntary AD&D benefit are covered persons 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

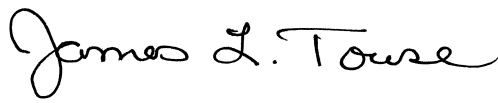
All benefits are payable in U.S. currency at the exchange in force on the date the expense was incurred. Benefits will be paid to the beneficiary when we receive valid proof of the expense incurred.

### 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:

Handwritten signature of James L. Touse in black ink.

Secretary

Handwritten signature of Jason Allen in black ink.

President





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

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## Accidental Death & Dismemberment Seat Belt – Air Bag Rider

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

It takes effect on July 1, 2013, and expires at the same time as the policy or certificate.

For Voluntary AD&D, you and any dependents covered under the Voluntary AD&D benefit are covered persons 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.

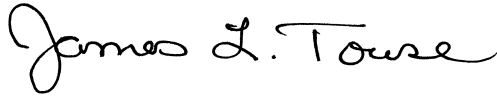
### Air Bag Benefit

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.

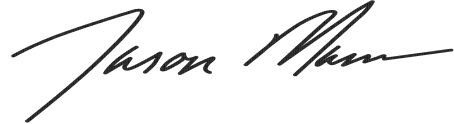
Verification of the actual use of the seat belt, at the time of the accident, and that the Supplemental Restraint System inflated properly upon impact must be a part of an official report of the accident or be certified, in writing, by the investigating officer(s).

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:



Secretary



President