



17500 Chenal Pkwy | Little Rock, AR 72223

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## GROUP TERM LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY

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<b>Policyholder:</b>	WILKINS RESEARCH SERVICES, LLC
<b>Policy Number:</b>	50043274
<b>Effective Date:</b>	November 1, 2020
<b>Policy Anniversary Date:</b>	November 1, 2021
<b>State of Issue:</b>	TENNESSEE

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US Able Life, (referred to as “the Company,” “We,” “Us,” and “Our,”) has issued a Policy of Group Term Life and Accidental Death and Dismemberment insurance (referred to as the “Policy”) to the Policyholder (“You”). We agree to pay benefits provided by this Policy in accordance with its terms and provisions.

This Policy is a legal contract issued in consideration of Your application and payment of premium. The Policy is delivered in and is governed by the laws of the state of Policy issue shown above, and if applicable, the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

### PLEASE READ THIS POLICY CAREFULLY.

This Policy was approved under the authority of the Interstate Insurance Product Regulation Commission (the “Commission”). It is issued under the Commission standards. Any provision of the Policy that conflicts with Commission standards is hereby amended to conform to Commission standards as of the provision’s effective date.

Signed for the Company.

A handwritten signature in black ink, appearing to read 'B. A. Stal', written over a horizontal line.

Secretary

A handwritten signature in black ink, appearing to read 'James F. Casey', written over a horizontal line.

President

NON-PARTICIPATING

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## **POLICY SPECIFICS**

### **Initial Rate Guarantee:**

Premium rate changes will not take effect prior to November 1, 2022 or 12 months following the Effective Date, whichever is later. However, premium rates may change prior to this time due to changes that impact Our insurance risk such as:

1. Policy term changes;
2. Adding or deleting a division, subsidiary, affiliated company or class of Employees;
3. Changes in the number of Employees insured by the Policy by 10% or more;
4. Changes in Our liability due to federal laws, state laws, insurance programs or retirement benefits;
5. Changes required by The Commission standard in the insurance provided by the Policy, and/or the class of persons eligible under the Policy.

We will notify you in writing at least 31 days before a premium rate change becomes effective. A premium rate change may take effect on an earlier date if you agree to it. New premium rates will apply only to premiums due on or after the premium rate change takes effect.

### **PREMIUM BILLING AND PAYMENTS**

This Policy is issued in return for required premiums by You. The first premium is due on the Policy Effective Date and must be paid by the Policy Effective Date. You will receive a monthly invoice unless you are a Self-Administered Employer Group. The invoice will indicate the month premium will be applied to. Any past due premium, changes in membership received before the invoice generation date and applicable retroactive adjustments will also be reflected on the bill.

Payments are due on the 1<sup>st</sup> day of the premium month, subject to the Grace Period. We may use any reasonable method to compute premiums due under the Policy. Payments should be sent to P.O. Box 204678, Dallas, TX 75320-4678 and must be paid in United States dollars.

### **GRACE PERIOD**

You must pay the premium on or before the date the premium is due or during the 31 day Grace Period. Insurance provided under the Policy will stay in effect during the Grace Period unless We have received advanced written notice of intent to end insurance under the Policy in accordance to the terms of the Policy. We have the right to suspend payment of claims incurred during the Grace Period.

If the full premium is not paid by the due date, We will provide written notice to You that if the premium is not paid by the end of the Grace Period, the Policy will terminate on the last day of the Grace Period. If We fail to give written notice, the insurance provided under the Policy will continue in effect until the date such notice is given.

If You replace the Policy with another group policy but do not give Us written notice of intent to end the Policy, the Grace Period provision of the Policy will still apply.

You are required to pay a pro rata premium for any period the Policy was in force during the Grace Period.

Premium is required for any period, including the Grace Period or any extension of the Grace Period, for which insurance under the Policy was in force and premium was not paid.

## **CONTRIBUTIONS**

You must not require Employees to contribute to the cost of Non-contributory insurance, except when necessary for You to comply with applicable tax law.

With regard to Contributory insurance, the maximum amount that an Employee may be required to contribute to the cost of such insurance shall not exceed the premium charged for the amounts of such insurance.

## **POLICYHOLDER RESPONSIBILITIES**

### **ENROLLING EMPLOYEES FOR COVERAGE**

The length and timing of all enrollment periods are subject to Our written approval. You agree to limit enrollment in accordance with the Eligibility and Enrollment terms in the Certificate of Coverage for this Policy.

### **CHANGES TO EMPLOYEE STATUS**

You must report any Employee status changes (additions and terminations) within 31 days of the change. Any resulting premium changes will be calculated on a monthly basis and will be due at the same time.

If you do not pay premium on a monthly basis, changes in premiums will be adjusted on the next premium due date.

### **INFORMATION YOU MUST PROVIDE**

You must provide the following on a regular basis and upon request:

1. Who is eligible for coverage;
2. Who is covered under the Policy, and in which class;
3. Any changes in class membership;
4. Any changes in coverage amounts, including salary change information;
5. Whose coverage ends; and
6. Any other information We may reasonably require.

Documents or records relating to coverage under the Policy are open for Our review at any time.

You must send any notice required to Us at Our address: USABLE Life, P.O. Box 1650, Little Rock, AR 72203-1650, Attention: Customer Service.

### **CLERICAL OR OTHER ERRORS**

We will make adjustments to correct any premium overpayment or underpayment. No adjustment will be made for a period of time ending before the prior Policy Year, unless the changes result from fraudulent information.

No clerical error or omission by You, an Employee, or Us will:

1. Terminate coverage which should otherwise be in effect;
2. Continue coverage which should otherwise terminate;
3. Create coverage which should not be in effect; or
4. Change the amount of coverage that should otherwise be in effect.

### **UNDERWRITING APPROVAL REQUIREMENTS**

You may not alter, amend, or expand the limits specified in the Policy or Certificate. All applications or enrollment forms that require underwriting approval must be approved by Us before coverage will become effective.

### **RECORDS**

You must maintain all information, documents, and other records relating to coverage under this Policy while the Policy is in effect and thereafter until We authorize their destruction. All enrollment information, forms, applications, beneficiary designations, premium records, and

other information relating to this Policy are open for inspection and/or audit by Us or Our representative at all reasonable times while this Policy is in effect.

### **ASSIGNMENT**

You may not assign your obligations under this Policy without Our prior written consent. You may not delegate any of your duties or functions under this Policy without Our prior written consent.

### **OTHER DUTIES**

1. You will cooperate in audits performed by Us and will provide all documentation required within the requested time frame. Absent cause, such audits will not occur more frequently than once per 12-month period.
2. You are responsible for the deduction and withholding of any premiums from the pay of any Employees, and for sending them to Us timely. Errors in your calculation or deduction of premium will not increase Our liability. We do not retain or exercise the right to direct, control or supervise you as to any procedures for collecting or withholding premiums or for reporting those amounts to Employees or governmental agencies.  
If We determine that the premium paid was not the correct amount, You agree to make an equitable adjustment of premiums.
3. You are responsible for compliance with applicable federal, state, and local laws. You assume exclusive responsibility for collecting premiums and the accurate reporting of premiums to Us, to your Employees, and to any governmental agencies.
4. You agree to provide Us, in advance, with a copy of any information you will be giving to Employees that describes or explains the coverage under the Policy, so that We may review and approve such information prior to distribution.
5. You will deliver certificates of insurance to each eligible Employee within 30 days of the Employee's effective date of coverage.
6. You are responsible for providing any communications from Us to each eligible Employee as reasonably requested.
7. If requested, You are responsible for providing a copy of the Policy to the Employee.

## **GENERAL PROVISIONS**

### **ENTIRE CONTRACT**

The entire contract consists of:

1. The Policy, any amendments and addenda;
2. Your application;
3. The Certificates (whether attached to the Policy when issued or amended during the term of the Policy);
4. Any endorsements or riders (whether attached to the Policy when issued or amended during the term of the Policy); and
5. All Covered Persons' enrollment forms.

We will provide an electronic or paper copy of the Certificates to You for delivery to each Employee. It is Your responsibility to distribute the appropriate Certificate and any updates or other notices to each Employee.

### **POLICY CANCELLATION**

You may cancel this Policy at any time by giving Us written notice. We will consider the Policy to be canceled on the date We receive the notice, or on the date specified in the notice, whichever is later.

We may cancel or modify this Policy with at least 31 days written notice when:

1. The Employees pay all or a part of the cost of their coverage and less than 75% or 10 of the Employees eligible for coverage are participating;
2. You are paying the full cost of coverage and less than 100% or 10 of the Employees eligible for coverage are participating;
3. You do not promptly provide Us with information or allow Us to conduct a review within 30 days of Our request;
4. This Policy has been in effect more than 12 months; or
5. You fail to perform any obligations that relate to this Policy.

### **CHANGES TO THE POLICY**

You may request a change to this Policy. Your request must be in writing and must be consistent with Commission standards.

We may change the Policy's provisions by mutual agreement with you at any time, subject to the Commission standards. No other person may change this Policy or waive any part of it.

If We change this Policy, you will receive 31 days advance written notice of the change. Changes will be made in writing and will become a part of the Policy. No rider, endorsement or amendment will affect the insurance provided under any Certificate until the effective date of the change, unless retroactivity is required by the Commission. Any rider, endorsement or amendment is subject to prior approval and must be signed by an officer of Our Company.

A copy of the rider, endorsement or amendment will be provided to You for attachment to the Policy. If the change affects the Certificate, a copy will be provided to Covered Persons for attachment to the Certificate.

Any rider, endorsement, or amendment added to the Policy after the Effective Date that diminishes rights, benefits or coverage in the Policy must be signed to show acceptance by You.

## **CHANGES IN THE LAW**

Any provision of this Policy that conflicts with the applicable law, will be amended as of the effective date of such law or the date of this Policy (whichever is later), to comply with the minimum requirements of such law.

## **TERMINATION OF THE POLICY**

1. We may terminate the Policy if We do not receive any premium when due or within the Grace Period.
2. We may terminate the Policy if You fail to provide Us information on a timely basis or perform any of Your obligations under the Policy or applicable law. In this case, We will terminate coverage on a premium due date after 31 days advance written notice.
3. We may terminate the policy on any Policy Anniversary, except during any rate guarantee period, by giving You 31 days of advance written notice.
4. You may terminate the policy by giving 31 days advance written notice to Us. In this case, the Policy will terminate on the later of:
  - a. The date stated in the written notice; or
  - b. The date We receive the notice.

If the Policy terminates, You are responsible for giving written notice to all covered Employees as soon as reasonably possible. The written notice will include information regarding Covered Persons' rights to conversion and any other rights under the Certificate. If notice of the conversion right is not given on a timely basis, the Covered Person's right to convert will be extended as described in the Certificate.

If the Policy terminates, all premiums due must be paid.

If We accept premium after the date the Policy is terminated, such acceptance does not act to reinstate the Policy, and any unearned premium will be refunded.

## **INCONTESTABILITY**

Any statement made by You or a Covered Person will be considered a representation and not a warranty. We will not use such statements to avoid insurance, reduce benefits or defend a claim unless it is included in a written application which was made part of the Policy. The statement on which the contest is based shall be material to the risk accepted or the hazard assumed by Us.

We will not contest the validity of this Policy after it has been in force for two years from its effective date, except for non-payment of premiums or fraudulent misrepresentations.

**HOLD HARMLESS AND INDEMNIFICATION**

You will indemnify and hold harmless US Able Life, its parents, affiliates, officers, directors, agents, successors, attorneys, assigns, and employees against any and all claims, demands, and expenses of any kind made against or incurred by Us, resulting from or arising out of any act, negligence, or misconduct by You or any of Your agents, Employees or representatives.

**RELATIONSHIP OF THE PARTIES**

The relationship between You and Us is that of independent contractors. The parties further agree and acknowledge that you are not Our agent and will not hold yourself out as such, and that with respect to this Policy, you are acting solely on behalf of yourself and/or Your Employees.

**POLICY TIME PERIODS**

All time periods described in the Policy begin at 12:00 A.M. and end at 12:00 A.M., local time, at Your principal place of business.

**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.



P.O. Box 1650  
Little Rock, AR 72223

# GROUP APPLICATION FOR EMPLOYEE BENEFITS

50043274

## INTERNAL USE ONLY

POLICY NUMBER 141790

PROPOSAL NUMBER

Please Type or Print in Black Ink

### REQUESTED EFFECTIVE DATE

GROUP APPLICATION FOR POLICY EFFECTIVE DATE\* 11/1/2020

\*The effective date is subject to approval by US Able Life. We will notify you in writing if not approved.

### EMPLOYER INFORMATION

1. LEGAL NAME OF GROUP Wilkins Research Services, LLC

2. TAX ID NO. 20-1785985

3. STREET ADDRESS (STREET/CITY/STATE/ZIP) 1730 Gunbarrell Road, Chattanooga, TN 37421

4. MAILING ADDRESS if different from street address (STREET/CITY/STATE/ZIP)

5. EMPLOYER IS A: ☐ Sole proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ Other

6. NATURE OF BUSINESS Commercial Economic Research 8732

7. ELIGIBLE EMPLOYEES 56 (42 - KC)

8. SUBSIDIARIES/AFFILIATES TO BE COVERED? ☐ YES ☒ NO If yes, please list all names and locations in the space below. (KC removed "Yes")

SUBSIDIARIES/AFFILIATES NAMES & LOCATIONS:

9. ARE THERE EMPLOYEES LOCATED IN OTHER STATES? ☐ YES ☒ NO If yes, please list all names and locations in the space below.

STATES WHERE EMPLOYEES RESIDE:

10. ARE DOMESTIC PARTNERS ELIGIBLE FOR DEPENDENT COVERAGE? ☐ YES ☒ NO

### EMPLOYER CONTACT INFORMATION:

BENEFIT CONTACT INFORMATION:

NAME (First, Last) Becky Keller

PHONE 423-894-9478 ext. 4011 FAX 423-894-0942

EMAIL becky.keller@wilkinsresearch.com

BILLING CONTACT INFORMATION: Same

NAME (First, Last)

PHONE FAX

EMAIL



# GROUP APPLICATION FOR EMPLOYEE BENEFITS

## EMPLOYER INFORMATION

LEGAL NAME OF GROUP **Wilkins Research Services, LLC**

TAX ID NO. **20-1785985**

## EMPLOYEE CLASS DEFINITIONS

CLASS	DESCRIPTION OF CLASS(ES)	ELIGIBLE EMPLOYEES
1	<b>All Eligible Employees (All Full Time Active Employees - KC)</b>	<b>All Eligible Employees</b>
2		
3		
4		

ELECTED PRODUCTS <sup>1</sup>	MIN HOURS	CONTRIBUTION		ENROLLED EMPLOYEES
			EMPLOYER %	
BASIC LIFE	<b>30</b>	<input type="checkbox"/> PRE-TAX <input type="checkbox"/> POST-TAX	<b>100</b>	<b>42</b>
BASIC AD&D	<b>30</b>	<input type="checkbox"/> PRE-TAX <input type="checkbox"/> POST-TAX	<b>100</b>	<b>42</b>
SUPPLEMENTAL LIFE <sup>2</sup>		<input type="checkbox"/> PRE-TAX <input type="checkbox"/> POST-TAX		<b>original number was 56 - KC</b>
SUPPLEMENTAL AD&D <sup>2</sup>		<input type="checkbox"/> PRE-TAX <input type="checkbox"/> POST-TAX		
DEPENDENT LIFE <sup>2</sup>		<input type="checkbox"/> PRE-TAX <input type="checkbox"/> POST-TAX		
VOLUNTARY LIFE		<input type="checkbox"/> PRE-TAX <input type="checkbox"/> POST-TAX		
VOLUNTARY AD&D		<input type="checkbox"/> PRE-TAX <input type="checkbox"/> POST-TAX		
BASIC/CORE STD <sup>3</sup>		<input type="checkbox"/> PRE-TAX <input type="checkbox"/> POST-TAX <input type="checkbox"/> GROSS-UP		
BUY UP STD <sup>2</sup>		<input type="checkbox"/> PRE-TAX <input type="checkbox"/> POST-TAX <input type="checkbox"/> GROSS-UP		
VOLUNTARY STD <sup>3</sup>		<input type="checkbox"/> PRE-TAX <input type="checkbox"/> POST-TAX <input type="checkbox"/> GROSS-UP		
BASIC/CORE LTD <sup>3</sup>		<input type="checkbox"/> PRE-TAX <input type="checkbox"/> POST-TAX <input type="checkbox"/> GROSS-UP		
BUY UP LTD <sup>2</sup>		<input type="checkbox"/> PRE-TAX <input type="checkbox"/> POST-TAX <input type="checkbox"/> GROSS-UP		
VOLUNTARY LTD <sup>3</sup>		<input type="checkbox"/> PRE-TAX <input type="checkbox"/> POST-TAX <input type="checkbox"/> GROSS-UP		

1. If effective date, anniversary or renewal dates vary by product please note in remarks.

2. Not available on stand alone basis.

3. STD and LTD benefits that are paid for with pre-tax dollars will be subject to the federal insurance contributions act (FICA) and/or federal income tax (FIT).

## REPLACEMENT: ARE ANY OF THE FOLLOWING A REPLACEMENT OF SIMILAR COVERAGE?

	Yes	No	If yes, Previous Carrier	Termination Date
BASIC LIFE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>MetLife</b>	<b>10/31/2020</b>
SUPPLEMENTAL LIFE	<input type="checkbox"/>	<input type="checkbox"/>		
VOLUNTARY LIFE	<input type="checkbox"/>	<input type="checkbox"/>		
STD / VOLUNTARY STD	<input type="checkbox"/>	<input type="checkbox"/>		
LTD / VOLUNTARY LTD	<input type="checkbox"/>	<input type="checkbox"/>		

If prior coverage, include a copy of the prior carrier's plan.



# GROUP APPLICATION FOR EMPLOYEE BENEFITS

## EMPLOYER INFORMATION

LEGAL NAME OF GROUP **Wilkins Research Services, LLC**

TAX ID NO. **20-1785985**

## EMPLOYEE MANAGEMENT PROVISIONS

### SALARY BASED PRODUCTS

Salary changes for group products will take place on the:

☐ FIRST OF THE MONTH FOLLOWING ☐ DATE OF CHANGE ☒ ANNIVERSARY *NOTE: Reductions in coverage due to age will always occur on the date of change.*

## ELIGIBILITY

### EMPLOYEE WAITING PERIOD

☒ First of policy month following completion of 30 days of continuous active work

☐ Day following completion of \_\_\_\_\_ days of continuous active work

Waiting period applies to: ☐ Current Employees ☒ Future Employees

### ELIGIBILITY PERIOD FOR REHIRS: SELECT ONE OF THE DURATIONS BELOW

The waiting period is waived for employees rehired within:

☒ 3 MONTHS ☐ 6 MONTHS ☐ 12 MONTHS ☐ OTHER \_\_\_\_\_ ☐ WAITING PERIOD APPLIES

## BILLING

### Group will be billed by:\*

- ☐ USABLE LIFE ONLINE BILLING  
☒ COMBINED BILLED WITH BLUE PLAN  
☐ SELF BILLED (Policyholder or Third Party Administrator)  
☐ OTHER

*\*If billing varies by product please note in remarks.*

*Annual enrollment and policy anniversary effective date for voluntary coverage will match policy effective date if not otherwise noted.*

### Billing method will be:

- ☒ ADVANCED (ie. bill generated 15th of August for September premium)  
☐ 10 MONTHS (List months skipped) \_\_\_\_\_  
☐ 9 MONTHS (List months skipped) \_\_\_\_\_  
☐ OTHER

## W-2 SERVICE OPTIONS FOR STD AND LTD:

☐ OPTION 1: Withhold the employee's portion of FICA. Prepare and file W-2 Forms. ☐ STD ☐ LTD

☐ OPTION 2: Withhold the employee's portion of FICA. Policyholder responsible for W-2 Forms. ☐ STD ☐ LTD

If Option 1 or 2 are chosen, employer appoints USABLE Life, or its assignee, as its agent to handle tax withholdings. If Option 1 is chosen, employer appoints USABLE Life or its assignee, as its agent to make W-2 Form filings.

*A description of the W-2 and FICA services elected by policyholder pursuant to this application will be sent to the policyholder by mail. Such services will be performed to accordance with the above election and the terms of the W-2/FICA service agreement.*



# GROUP APPLICATION FOR EMPLOYEE BENEFITS

REMARKS/SPECIAL PROVISIONS:

US Able Life will issue a policy if we approve this application and the policyholder provides us with all new business submission information required to administer the policy. The applicant agrees that acceptance of the policy will be an approval of the policy terms.

This application is governed by the laws of the state of Tennessee.

**WARNING:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

The information represented in this application is accurate to the best of my knowledge. I understand and agree that if the information contained in the accompanying proposal is different than this application, the information in the application will be used by US Able Life to implement this plan.

## SIGNATURES

Becky Keller

NAME OF LEGAL REPRESENTATIVE OF POLICYHOLDER (PRINTED)

SIGNATURE OF LEGAL REPRESENTATIVE OF POLICYHOLDER

Brent Wick

NAME OF POLICYHOLDER AGENT (PRINTED)

SIGNATURE OF POLICYHOLDER AGENT

Director of HR

TITLE OF LEGAL REPRESENTATIVE OF POLICYHOLDER

Chattanooga, TN

SIGNED AT (CITY, STATE)

10/18/2020  
DATE

SSN/TAX ID NUMBER

STATE ID NUMBER

Chattanooga, TN

SIGNED AT (CITY, STATE)

10/07/2020  
DATE

## **NOTICE CONCERNING COVERAGE UNDER THE TENNESSEE LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

Residents of Tennessee who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Tennessee Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in the state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The state law that provides for this safety-net coverage is called the Tennessee Life and Health Insurance Guaranty Association Act. The following is a brief summary of this law's coverages, exclusions and limits. **This summary does not cover all provisions of the law or describe all of the conditions and limitations relating to coverage. This summary does not in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.**

### **COVERAGE**

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract issued by an insurer authorized to conduct business in Tennessee. Health insurance includes disability and long term care policies. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

### **EXCLUSION FROM COVERAGE**

However, persons holding such policies are not protected by this Guaranty Association if:

- (1) they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- (2) the insurer was not authorized to do business in this state;
- (3) their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does not provide coverage for:

- (1) Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- (2) Any policy of reinsurance (unless an assumption certificate was issued);
- (3) Interest rate yields that exceed an average rate;
- (4) Dividends;
- (5) Credits given in connection with the administration of a policy by a group contractholder;
- (6) Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- (7) Unallocated annuity contracts (which give rights to group contractholders, not individuals).

## LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Guaranty Association is obligated to pay out. The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. For any one insured life, the Guaranty Association guarantees payments up to a stated maximum no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. These aggregate limits per life are as follows:

- \$300,000 for policies and contracts of all types, except as described in the next point.
- \$500,000 for basic hospital, medical and surgical insurance and major medical insurance issued by companies that become insolvent after January 1, 2010.

Within these overall limits, the Guaranty Association cannot guarantee payment of benefit greater than the following:

- Life Insurance Death Benefits - \$300,000
- Life Insurance Cash Surrender Value - \$100,000
- Present Value of Annuity Benefits for Companies Insolvent before July 1, 2009 - \$100,000
- Present Value of Annuity Benefits for Companies Insolvent before June 30, 2009 - \$250,000
- Health Insurance Benefits for Companies Declared Insolvent before January 1, 2010 - \$100,000
- Health Insurance Benefits for Companies Declared Insolvent on or after January 1, 2010:
  - \$100,000 for limited benefits and supplemental health coverages
  - \$300,000 for disability and long term care insurance
  - \$500,000 for basic hospital, medical and surgical insurance or major medical insurance

The Tennessee Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Tennessee. You should not rely on coverage by the Tennessee Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

Tennessee Life and Health Insurance Guaranty Association  
150 Third Avenue South, Suite 1600  
Nashville, TN 37201

Tennessee Department of Commerce and Insurance  
500 James Robertson Parkway  
Nashville, TN 37243

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## Notice of Privacy Policy

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

At US<sup>ABLE</sup> Life, we know that the privacy of your personal information is important to you. The proper handling of your personal information is one of our highest priorities. We want to be sure that you know why we need to collect personal information from you. We also want you to know how we protect your privacy and the measures we take to safeguard your information.

### Customer Information

US<sup>ABLE</sup> Life collects and keeps only information that is necessary for us to provide insurance services requested by you and to administer your business with us. We may collect nonpublic personal information:

- From you when you complete an application or other form. This could include information such as name, address, social security number, income and any medical information that you authorized us to collect to underwrite and administer policies and claims.
- From a consumer-reporting agency or Medical Information Bureau as authorized by you.
- As a result of transactions with us, or with our affiliates or others. This could include policy values, policy numbers, payment history, and transactions completed with us.

### Sharing Information

We only share your nonpublic personal information with non-affiliated companies or individuals as permitted by law, such as third party administrators and consumer reporting agencies, or to comply with legal or regulatory requirements. In the normal course of our business, we may disclose information we collect about you to companies or individuals that contract with us to perform servicing functions such as record keeping, policy administration, computer processing, joint marketing of products and distribution of statements.

When we provide personal information to a service provider, we require these providers to agree to safeguard your information, to use the information only for the intended purpose, and to abide by applicable law.

### How We Protect Information

Only employees with a valid business reason have access to your personal information. These employees are trained and educated on the importance of maintaining the confidentiality and security of this information. They are required to abide by our information handling practices. We maintain security standards to protect confidential information, whether written, spoken, or electronic. We update and test our systems to ensure the protection and integrity of our information.

### Maintaining Accurate Information

Our goal is to maintain accurate, up-to-date customer records in accordance with industry standards and state insurance laws. We have procedures in place to keep information current and complete, including timely correction of inaccurate information.

### Disclosure of our Privacy Notice

At US<sup>ABLE</sup> Life, we recognize and respect the privacy concerns of our potential, current, and former customers. We are committed to safeguarding this information. We are sending you this Notice of Privacy Policy for informational purposes and will update and distribute it as required by law. It is also available on our web site at [www.usablelife.com](http://www.usablelife.com) or from our Customer Service Department at 1-800-370-5856. Customer Service Department is available between the hours of 8:00 a.m. until 5:00 p.m. Central Standard Time, Monday through Friday.



17500 Chenal Pkwy | Little Rock, AR 72223

P.O. Box 1650 Little Rock, AR 72203 | (501) 375-7200 | (800) 370-5856 | www.usablelife.com

## CERTIFICATE OF INSURANCE

GROUP TERM LIFE, ACCELERATED DEATH BENEFIT, ACCIDENTAL DEATH AND  
DISMEMBERMENT

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<b>Policyholder:</b>	WILKINS RESEARCH SERVICES, LLC
<b>Policy Number:</b>	50043274
<b>Effective Date:</b>	November 1, 2020
<b>Class:</b>	0001 - ALL FULL TIME ACTIVE EMPLOYEES
<b>State of Issue:</b>	TENNESSEE

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This Certificate is a part of the Policy and replaces any other that We may have issued to the Policyholder. You are insured for the benefits described in this Certificate, subject to the provisions of this Certificate.

**READ THE CERTIFICATE CAREFULLY. INSURANCE BENEFITS MAY BE SUBJECT TO CERTAIN REQUIREMENTS, REDUCTIONS, LIMITATIONS AND EXCLUSIONS. IF AN ACCELERATED DEATH BENEFIT IS PAID, THE DEATH BENEFIT AND ANY APPLICABLE PREMIUM PAYMENTS WILL BE REDUCED.**

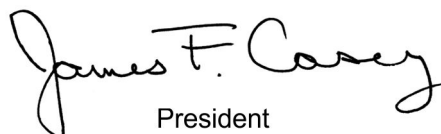
If the terms and provisions of the Certificate differ from the Policy, the Policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the Policy but shall not be less than those stated in this Certificate. You may inspect a copy of the Policy upon request to Your Employer.

This Certificate was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of the Certificate that on the provision's effective date is in conflict with Interstate Insurance Product Regulation Commission standards for this product type is hereby amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date.

The Policy is delivered in and is governed by the laws of the state of issue shown above, and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

For purposes of Effective Dates and ending dates under the Policy, all days begin at 12:00 A.M. and end at 12:00 A.M., local time, at the Policyholder's place of business in the state or jurisdiction where the Policy is issued.

  
Secretary

  
President

NON-PARTICIPATING

## **INSURANCE DEPARTMENT CONTACT INFORMATION**

### **Tennessee Insurance Department**

Tennessee Department of Commerce & Insurance  
Davy Crockett Tower, Fifth Floor, 500 James Robertson Parkway  
Nashville, TN 37243-0565  
Phone (615) 741-2241 (615) 532-6934  
[Insurance.Info@TN.gov](mailto:Insurance.Info@TN.gov)

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## SCHEDULE OF INSURANCE

This is a brief overview of Your benefits in the event of Your death or any other covered loss. These benefits are described further in the Certificate, along with other important information about Your coverage.

Defined terms are capitalized when used throughout the Certificate and can be located in the Definitions section of the Certificate.

**Policyholder:** WILKINS RESEARCH SERVICES, LLC  
**Policyholder Address:** 1730 GUNBARRELL ROAD  
CHATTANOOGA, TN 37421  
**Policyholder Telephone Number:** (423) 894-9478  
**Policyholder Email Address:** BECKY.KELLER@WILKINSRESEARCH.COM  
**Policy Number:** 50043274  
**Policy Effective Date:** November 1, 2020  
**Eligible Class:** Class 0001 - ALL FULL TIME ACTIVE EMPLOYEES  
**Full-Time Employment Requirements:**  
**Non-Contributory Benefits:** 30 hours weekly

### Waiting Period:

#### Employees Active before the Policy Effective Date

If You are in an Eligible Class on or before the Policy Effective Date, You will be eligible for coverage on the Policy Effective Date.

#### Employees Active after the Policy Effective Date

If You enter an Eligible Class after the Policy Effective Date, You will be eligible for coverage on the first day of the Policy Month following the date You complete 30 days of Active Work.

### Policy Benefits:

**Non-Contributory:** Group Term Life, Accidental Death and Dismemberment

Non-Contributory Benefit	Benefit Amount	Benefit Reduction Schedule
Employee Basic Life	\$25,000	Reduces to 65% at age 65 and to 50% at age 70.
Employee Basic Accidental Death & Dismemberment	\$25,000	Reduces to 65% at age 65 and to 50% at age 70.

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 Amounts
Employee Basic Life	\$25,000
Employee Basic Accidental Death & Dismemberment	\$25,000

**Group Term Life Features**

<b>Features</b>	<b>Benefit Feature Amount</b>
Accelerated Death Benefits: For You	75% up to \$250,000
Conversion Option: For You	Basic Life

**Group Accidental Death and Dismemberment Features**

<b>Feature</b>	<b>Benefit Feature Amount</b>
AD&D Coma Benefit: For You	3% per month for 12 months
AD&D Safety Equipment Benefit: For You	Seat Belt: 10% up to \$10,000 Air Bag: 10% up to \$10,000 Helmet: 10% up to \$10,000
AD&D Repatriation Benefit: For You	10% up to \$5,000
AD&D Common Carrier Benefit: For You	Doubled AD&D benefit
AD&D Exposure & Disappearance Benefit: For You	AD&D benefit payable after 1 year of accidental disappearance
AD&D Child Care Center Benefit: For You	5% up to \$5,000 per year for 4 years

## DEFINITIONS

The following terms are used throughout the Certificate. Defined terms are capitalized throughout the Certificate. The terms listed, if used, will have these meanings:

**Accident** is an unforeseen occurrence which results in an Accidental Bodily Injury and occurs while this Certificate is in force and is not excluded in the Certificate.

**Accidental Bodily Injury** means an Injury or Injuries for which Treatment is received. The Injury or Injuries must be sustained by a Covered Person and must be the direct cause of the loss, independent of disease or bodily infirmity. All such Injuries, with any complications and any recurrences of complications arising from any one Accident, will be deemed to be a single Injury. Such Injury or Injuries must occur while the Certificate is in force.

**Actively at Work or Active Work** means You are performing all of the usual and customary duties of Your Job on a Full-Time basis for earnings. This may be done at the Policyholder's place of business, an alternate place approved by the Policyholder or a place to which the Policyholder's business requires You to travel.

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 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 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.

You will be considered Actively at Work on weekends or during Policyholder approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

**Annual Enrollment** means the event where You may enroll in voluntary coverage if You have completed the Waiting Period, the Policy changed to include Your class, or if You became a member of an Eligible Class for coverage. Any amounts exceeding the inforce Guaranteed Issue amount will be subject to satisfactory Evidence of Insurability.

If You did not apply for coverage during the first Annual Enrollment period following Your eligibility date, You will be required to submit satisfactory Evidence of Insurability.

**Annual Salary or Annual Earnings for Active Employees** means Your annual base rate of pay from the Employer before any reductions including deductions made for pre-tax contributions to a qualified deferred compensation Plan, Section 125 Plan, or flexible spending account, excluding overtime pay, Bonuses or any other extra pay.

If Your pay includes Commissions, Your Annual Salary will be based on Your average Commissions for the prior 12 month(s) or over the number of calendar month(s) of employment if less than this period.

**Application** means the document You or Your employer completed to request the plan of insurance applied for.

**Beneficiary** means the person or entity You choose to receive Your life insurance benefits at Your death in accordance with the Beneficiary provisions of the Certificate. You may not designate Your Employer as Your Beneficiary.

**Bonuses** means supplemental compensation calculated as a monthly average paid to You by Your Employer over the past 12 month(s) or over the number of calendar month(s) of employment if less than this period.

**Certificate** means this document prepared by Us which describes the Covered Person's benefits and rights under the Policy, and which includes any riders, endorsements, amendments, Applications, notices or other attachments to the Certificate.

**Child or Dependent Child or Children** means Your biological/natural Child, legally adopted Child, Child placed for adoption, stepchild, foster Child, Child to which You are a party in a suit to seek adoption or are the legal guardian of, and any other Child required to be covered under the civil union, domestic partnership, marriage or other Family or domestic relations laws of the state where the Policy is delivered or issued for delivery or other Children in whose lives the Employee or the Employee's Spouse has an insurable interest who is under the age of 26.

Child also includes a disabled Child, as defined in the Continuation of Coverage for a Disabled Child section, insured under this Policy before reaching age 26.

Child does not include persons not born alive.

**Child Care Center** means a facility which:

1. is operated in a private home, school or other facility;
2. provides, and charges for, the care of Children; and
3. is licensed as a day care center or is operated by a licensed day care provider, if such licensing is required by the state or jurisdiction in which it is located; or
4. if licensing is not required, provides childcare on a daily basis for 12 months a year.

A Child Care Center does not include:

1. a Hospital;
2. a Child's home; or
3. care provided by any facility during normal school hours while a Child is attending grades one through twelve except in the case of a disabled Child if already covered under the Policy.

**Civil Union Partner** means a person who has entered into a legal Civil Union Partnership with You as recognized by Your state government.

**Civil Union Partnership** means a legal relationship between two people providing all of the legal obligations, responsibilities, protections and benefits that the laws of Your state grants to married couples.

**Commission** means incentive based compensation for products or services sold calculated as a monthly average paid to You by Your Employer over the past 12 month(s) or over the number of calendar month(s) of employment if less than this period.

**Complications of Pregnancy** mean:

1. any of the following conditions whose diagnoses are distinct from Pregnancy but are adversely affected by Pregnancy or are caused by Pregnancy, such as: acute nephritis, pyelitis of Pregnancy, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, Physician prescribed rest during the period of Pregnancy, morning sickness and similar conditions associated with the management of a difficult Pregnancy not constituting a condition which is medically classified as a distinct complication of Pregnancy;
2. an extra-uterine Pregnancy;
3. a complication that requires intra-abdominal surgery after termination of Pregnancy;
4. a miscarriage;
5. a non-elective caesarean section;
6. an ectopic Pregnancy that is terminated;
7. a spontaneous termination of Pregnancy that occurs when a viable birth is not possible;

8. placenta previa, placenta abruptio or premature rupture of membranes;
9. pernicious vomiting of Pregnancy (hyperemesis gravidarum); and/or
10. toxemia (eclampsia or pre-eclampsia).

**Confined Elsewhere** means You are unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

**Contributory** means You pay part or all of the cost for Your coverage.

**Covered Accident** means an Accident occurring while this Policy is in force resulting in death or Injury subject to the Exclusions and Limitations of this Policy.

**Covered Person** means an eligible Employee as defined by Your Employer whose insurance coverage 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.

**Effective Date** means the date the Policy provides coverage for members of an Eligible Class.

**Eligibility Date** means the date or dates an Employee in an Eligible Class become eligible for insurance under this Policy. Classes eligible for insurance are shown in the Schedule of Benefits.

**Eligible Class** means the group(s) of Employees who have met the criteria selected by the Employer for eligibility for coverage under the Policy.

**Eligible Person** means a person who:

1. is a citizen of the United States or Canada who either:
  - a. resides in the United States or Canada; or
  - b. resides outside the U.S. or Canada for a period of less than 6 months per year; and
  - c. works for a United States company at a Job site in the United States; and
  - d. is not in active, Military Service; or
2. is a foreign national residing in the U.S. who:
  - a. is legally permitted to work in the U.S., or the Dependent of such a person if covered as a Dependent; and
  - 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 Employer.

Directors, officers, consultants, elected officials, appointed officials, proprietors, owners, partners, commissioners or other persons not Actively at Work on behalf of the Employer will not be considered an Employee.

**Employer** means a company, corporation, partnership, school, government, association, or organization where You are Actively at Work, and includes any division, subsidiary, or Affiliate named in the Policy.

**Enrollment Form** means the paper, electronic or telephonic media used to enroll Your benefits under this Policy and which is consistent with applicable law and has been approved by Us.

**Evidence of Insurability** means a statement of health and medical history, which is used to determine approval for coverage or an increase in coverage.

**Family and Medical Leave of Absence** means a Leave of Absence for:

1. The birth, adoption or foster care of a Child;
2. The care of Your Child, Spouse or parent who has a serious health condition; or
3. Your own serious health condition.

As those terms are defined by the federal Family and Medical Leave Act of 1993 and any amendments, or by applicable state law.

**Family or Family Member** means a person who is a parent, Spouse, Child, sibling, grandparent, grandchild, step-child, step-parent, step-sister, step-brother, father-in-law, or mother-in-law of the Covered Person.

**Full-Time** means Actively at Work for Your Employer as indicated in the Schedule of Insurance for Full-Time employment.

**Guaranteed Issue** means the maximum amount of insurance available under this Policy without Evidence of Insurability.

**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.

**Injury** means bodily injury resulting from an Accident, independent of disease or Sickness, and not related to any other cause.

**Inpatient** means a person confined in a Hospital, for whom at least one day's room and board charge is made by the Hospital as a result of an Injury.

**Intoxicated or Intoxication** means the Covered Person's normal capacity to act or reason is inhibited by alcohol or any drug, sedative, hallucinogen, controlled substance or narcotic, unless administered by a Physician and taken according to the Physician's instructions and as determined by the laws of the jurisdiction in which the incident occurred. Conviction is not necessary for a determination of being Intoxicated.

**Irrevocable Beneficiary** means 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.

**Job or Jobs** means the Job that a Covered Person was performing on the day prior to the Covered Person's loss.

**Layoff or Leave of Absence** means a temporary absence from Active Work that has been agreed to and approved by the Employer for a specified period of time. Normal vacation time, weekends, holidays, and periods of Disability are not considered a Layoff or Leave of Absence.

**Material Duties** mean the sets of tasks or skills generally required by employers from those engaged in an occupation. We will consider one material duty of Your occupation to be the ability to work for the Employer on a Full-Time basis as defined in the Policy.

**Mental Illness or Mental Infirmary** means Disability caused or contributed to by psychiatric or psychological conditions, regardless of cause, and includes:

1. Schizophrenia;
2. Depression;
3. Manic depressive or bipolar illness;
4. Anxiety;
5. Personality disorders;

6. Adjustment disorders; and
7. Other conditions usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar methods of Treatment.

**Military Leave** means a Leave of Absence that:

1. is subject to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), and any amendments to it; and
2. is taken in accord with Your Employer's leave Policy and the federal USERRA law; and
3. does not exceed the period required by that law.

**Military Service** means performance of duty on a voluntary or involuntary basis in a Uniformed Service including:

1. Active duty;
2. Active duty for training;
3. Initial active duty for training;
4. Inactive duty training;
5. Full-time National Guard duty;
6. Absence from work for an examination to determine a person's fitness for any of the above types of duty;
7. Funeral honors duty performed by National Guard or reserve members; and
8. Duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Homeland Security – Emergency Preparedness and Response Directorate (FEMA), when activated for a public health emergency, and approved training to prepare for such service.

**Motor Vehicle or Motorized Vehicle** means a vehicle (such as a car, truck, or motorcycle) that is powered by an engine.

**Noncontributory** means Your Employer pays all of the cost for Your coverage.

**Occupation** means a group of Jobs or related 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.

**Open Enrollment** means the event where You may enroll in coverage if You have completed the Waiting Period, the Policy changed to include Your class, or You became a member of an Eligible Class for coverage.

Any amounts exceeding the Guaranteed Issue amount will be subject to Evidence of Insurability.

If You did not apply for coverage during the initial Annual Enrollment Period following Your Eligibility Date, You will not be required to submit Evidence of Insurability up to the group's inforce Guaranteed Issue. Any amount exceeding the inforce Guaranteed Issue will be subject to satisfactory Evidence of Insurability. If You were previously denied coverage, You will not be eligible for Open Enrollment.

**Participation** with respect to **Riot** or Act of **Terrorism** means promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in such actions. It does not include actions taken in defense of public or private property, or actions taken in defense of the person of the Covered Person, 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.

**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 insurance provided for Covered Persons as outlined in the Policy and Certificates of Insurance.

**Plan Administrator** means the Employer that sponsors the Plan for the benefit of its Employees.

**Policy** means the instrument by which the benefits under the Plan are approved and issued to the Policyholder, including any riders, endorsements or amendments, notices or other attachments to the Policy.

**Policy Anniversary** means the specified period of time (such as one year) following the Effective Date of the Policy, and each subsequent period.

**Policy Month** means the month in which coverage became effective. The first Policy month begins on the Effective Date of the Policy. Subsequent Policy months will begin on the same day of each following calendar month.

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

**Pregnancy** means childbirth and Complications of Pregnancy.

**Premium** means the amount charged for insurance provided under the Policy.

**Private Passenger Motor Vehicle or Motorized Vehicle** means an individually owned Motor Vehicle that is not for hire, for rent, or used as public transportation.

**Prior Plan** means the Policyholder's insurance Plan under which a Covered Person may have been insured on the day before the Effective Date of the Policy.

**Proof of Loss** means Written evidence satisfactory to Us that a Covered Person has satisfied the conditions and requirements for any benefit described in the Certificate. The Proof of Loss shall establish:

1. The nature and extent of the loss or condition;
2. Our obligation to pay the claim; and
3. The claimant's right to receive payment.

**Reciprocal Beneficiary** means one of two persons who have taken the steps required to create a valid Reciprocal Beneficiary relationship formed by consenting adults who are legally prohibited from marrying one another and who are not presently married or in another Reciprocal Beneficiary relationship. In order to enter into a valid Reciprocal Beneficiary relationship, it shall be necessary that:

1. Each of the parties be at least eighteen years old; and
2. Neither of the parties be married, a party to another Reciprocal Beneficiary relationship, or a partner in a civil union; and
3. The parties be legally prohibited from marrying one another; and
4. Consent of either party to the Reciprocal Beneficiary relationship has not been obtained by force, duress, or fraud.

**Regular Care** means:

1. You personally visit a Physician as often as is medically required to effectively manage and treat Your condition(s), according to generally accepted medical standards; and
2. You are receiving appropriate Treatment and care, according to generally accepted medical standards.

**Retiree or Retirement** means You begin receiving Retirement benefits from either:

1. a Retirement Plan sponsored by Your Employer, the Policyholder, or an Affiliate, or
2. a government Plan.

**Riot** means all forms of public violence, disorder, or disturbance of the public peace, by three or more persons assembled together, acting with common intent to damage persons or property or unlawfully acting with the intent or the consequence of such disorder.

**Sickness** means Illness, disease, acting as an organ donor, or Complications of Pregnancy.

**Signed or Signature** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

**Spouse** means a Person to whom You are legally married and not legally separated from and any other person required to be covered as the Employee's Spouse under the civil union, Domestic Partnership, marriage or other Family or domestic relations law and case law of the state where the Policy is delivered or issued for delivery.

**Terminal Illness or Terminally Ill** means a medical condition, Sickness or physical condition:

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

**Terrorism** means any act of violence that is dangerous to human life or potentially destructive of critical infrastructure or key resources committed by a group or individual, with or without foreign direction or inspiration, with the intent to intimidate or coerce a civilian population; or to influence the Policy or to affect the conduct of a government by intimidation, coercion, violence, mass destruction, assassination, or kidnapping.

**Treatment** means:

1. Consulting with a Physician;
2. Receiving care or services from a Physician or from another medical professional a Physician recommends;
3. Taking prescribed medicines as prescribed; and
4. Receiving diagnostic measures.

**Uniformed Services** means the active and reserved Armed Forces, the Army National Guard and the Air National Guard, the Commissioned Corps of the Public Health Service, and any other category of persons designated by the President in time of War or national emergency.

**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 period of time You must be Actively at Work in an Eligible Class before You are eligible for coverage.

Any period of time prior to the Policy Effective Date the Employee was Actively at Work for the Employer as a full time Employee will count towards completion of the Waiting Period.

**War** means declared or undeclared War or conflict involving the Uniformed Service of any country, group of countries, governments, or international organization.

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

**Written or Writing** means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

**You and Your** means an Employee of the Policyholder or an Affiliate 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 Affiliate covered under the Policy; or
4. a Retiree, if listed as eligible in the group Policy.

## **ELIGIBILITY**

### **EMPLOYEE ELIGIBILITY DATE**

You are eligible for coverage under this Policy on the later of:

1. The Policy Effective Date;
2. The date You complete the Waiting Period following the Policy Effective Date;
3. The date the Policy is changed to include Your class;
4. The date You become a member of an Eligible Class for coverage as shown in the Schedule of Insurance.

### **CREDIT FOR PREVIOUS SERVICE**

If You were Actively at Work in an Eligible Class with the Employer under the Prior Plan but did not complete Your Waiting Period for coverage, the amount of time You were Actively at Work will be applied toward the Waiting Period under this Policy to determine Your Effective Date.

## **ENROLLMENT FOR COVERAGE**

### **ACTIVE WORK REQUIREMENT**

On the Effective Date of this Policy, You must be Actively at Work on a Full-Time basis to be eligible for coverage.

If You are not Actively at Work on the date Your coverage or any increase in coverage would otherwise be effective, Your coverage or increase in coverage will be effective on the date You return to Active Work.

If Your coverage 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.

### **INITIAL COVERAGE ENROLLMENT**

If You are eligible for coverage, Your Employer will automatically enroll You in Non-Contributory coverage.

### **INITIAL COVERAGE EFFECTIVE DATE**

Your coverage will be effective on the 1<sup>st</sup> day of the month following the date You have satisfied the Waiting Period.

If Your coverage is subject to Evidence of Insurability requirements, Your coverage will be effective on the 1<sup>st</sup> day of the month following the date Your Application is approved.

### **LATE ENTRANT COVERAGE ENROLLMENT**

If You were eligible for coverage under this Plan but did not enroll for coverage during Your initial Open Enrollment for this Plan or within 31 days after becoming eligible, You will not be eligible to enroll in coverage until:

1. Your next Annual Enrollment Period; or
2. The date agreed upon by the Policyholder and Us.

Your enrollment for coverage may be subject to Evidence of Insurability requirements.

### **LATE ENTRANT COVERAGE EFFECTIVE DATE**

If Your coverage is subject to Evidence of Insurability requirements, Your coverage will be effective on the 1<sup>st</sup> day of the month following the date Your Application is approved.

## **EVIDENCE OF INSURABILITY**

Evidence of Insurability is a process where You provide Us with proof of good health and medical information. This information is used to determine if You are eligible for coverage or an increase in coverage under the Policy. This may include, but is not limited to:

1. a completed and Signed Statement of Insurability form; and
2. any additional information We may require to complete the underwriting process.

We may require You to provide Us with Evidence of Insurability if You:

1. Apply for coverage more than 30 days after the date You are first eligible to apply during Your initial Open Enrollment Period; or
2. Apply for coverage during Your Annual Enrollment if You previously declined coverage during Your initial Open Enrollment Period; or
3. Voluntarily terminated Your insurance or Your insurance ended for failure to pay Premium when due, and You want to reapply for coverage; or
4. Apply for coverage or an amount of coverage for which We require Evidence of Insurability.

You and Your Employer will be notified in Writing of Evidence of Insurability decisions.

If Your Evidence of Insurability is not satisfactory, or If You do not submit Evidence of Insurability, the amount of additional coverage or coverage increase requested will not become effective. The coverage in effect on the date immediately prior to the date of Your request will not change.

## **EFFECTIVE DATE**

### **EMPLOYEE EFFECTIVE DATE**

#### **Non-Contributory Coverage when Evidence of Insurability (EOI) is not Required:**

If You are not required to contribute toward the cost of Your coverage and Evidence of Insurability is not required, Your coverage will become effective on the 1<sup>st</sup> day of the Policy month following the date You become eligible for coverage.

#### **Non-Contributory Coverage when Evidence of Insurability (EOI) is Required:**

If You are not required to contribute toward the cost of Your coverage and Evidence of Insurability is required, Your coverage will become effective on the 1<sup>st</sup> day of the Policy month following the date You become eligible for coverage and We approve Your Evidence of Insurability.

## **DEFERRED EFFECTIVE DATE**

### **EMPLOYEE DEFERRED EFFECTIVE DATE**

If You are not Actively at Work on the date Your coverage is scheduled to become effective due to Your Injury, Sickness, Leave of Absence or Layoff, the Effective Date of Your coverage will be deferred.

Your coverage will be effective on the date You return to Active Work.

## **CONTINUITY OF COVERAGE: TAKEOVER PROVISION**

### **EMPLOYEE CONTINUITY OF COVERAGE**

If You were insured under the Prior Plan on the day before the Plan Effective Date and would be eligible for coverage on the Plan Effective Date, but You do not meet the Active Work requirements, Your coverage under this Policy will be the lesser of:

1. The amount of the Group Term Life and Accidental Death and Dismemberment benefit under the Prior Plan; or
2. The amount of Group Term Life and Accidental Death and Dismemberment shown in the Schedule of Insurance, reduced by any coverage amount:
  - a. in force, paid or payable under the Prior Plan; or
  - b. that would have been payable under the Prior Plan had that Plan not terminated.

### **CONTINUITY OF COVERAGE TERMINATION**

You will remain insured under this provision until the earliest of the following:

1. The date You return to Active Work;
2. The date Your coverage terminates for a reason stated in the "Termination of Insurance" section; or
3. The last day for which You would have been covered under the Prior Plan, had the Prior Plan not terminated.

## **CHANGES IN COVERAGE**

### **EMPLOYER POLICY CHANGES**

Following initial Open Enrollment, Your Employer may make changes to the Policy on the Policy Anniversary date or anytime during the Plan year as agreed upon by Us and Your Employer.

### **SALARY INCREASES**

Evidence of Insurability may be required if, as a result of Your salary increase, the amount of Your salary based benefit exceeds the Policy's Guaranteed Issue amount. Your Employer must provide proof of Your current earnings.

Benefit increases due to Your salary are subject to any Evidence of Insurability requirements of the Policy. We will use Your salary or earnings on record with Us to:

1. Set or adjust rates;
2. Set benefit amounts and limits; and
3. Calculate Premium due.

### **MAKING CHANGES TO YOUR COVERAGE**

You can make changes to Your coverage during the Annual Enrollment Period or within 30 days following a change in status.

If You are currently enrolled for coverage and do not re-enroll for coverage during the Annual Enrollment Period, You will continue to be insured for the same coverage and coverage amounts elected the during the prior year's Annual Enrollment.

A change in status occurs when:

1. You acquire a Spouse or Reciprocal Beneficiary;
2. You cease to have a Spouse or Reciprocal Beneficiary through death divorce or otherwise;
3. Your Child is born, You adopt or become the legal guardian of a Child;
4. Your Child is no longer a Dependent or dies;
5. You move into or out of an Eligible Class;
6. Your Spouse is no longer employed, resulting in a loss of group insurance.

### **CHANGE IN COVERAGE EFFECTIVE DATE**

Changes in coverage due to Policy changes made by Your Employer will be effective at 12:00 A.M. on the Policy anniversary date following the date of the change.

Changes in coverage due to a salary change will become effective at 12:00 A.M. on the later of the:

1. Policy anniversary date;
2. 1<sup>st</sup> day of the Policy month following the date We approve Your Evidence of Insurability for any amount of insurance that is subject to Evidence of Insurability;
3. the date You return to Active Work following Lay-off or Leave of Absence, Sickness or Injury.

Changes in coverage will not affect a payable claim that occurs prior to the date of the coverage change.

Changes in coverage are subject to the Active Work provisions.

## **TERMINATION OF INSURANCE**

### **TERMINATION OF EMPLOYEE INSURANCE:**

Your coverage under this Policy will end at 12:00 A.M. on the earliest of the following:

1. The last day of the month following the date the Policy terminates;
2. The last day of the month following the date Your Employer is no longer participating in this Plan;
3. The last day of the month following the date You are no longer in an Eligible Class for coverage;
4. The last day of the month following the date You are no longer eligible for coverage;
5. The last day of the month following the date for which Premium for Your coverage is required but has not been paid;
6. The last day of the month following the date You cease to be Actively at Work due to a labor dispute, including but not limited to strike, work slowdown, or lockout;
7. The last day of the month following the date You cease to be Actively at Work with the Employer unless You are disabled, on Layoff or on Leave of Absence as defined in the Continuation of Coverage section; or
8. The last day of the month following the date You Retire.

## WAIVER OF PREMIUM

If Total Disability has continued for 6 consecutive months, Premium payments under this Policy will be waived for any coverage period after the first day of the month following the date You are Disabled under this Policy 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. Premium payments have continued; 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.

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.

Premiums that have been waived will not be deducted from the Covered Person's death benefit.

### 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 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 60% of your pre-disability earnings within 12 months of Your return to Active Work.

### PROOF OF TOTAL DISABILITY

Once You notify Us of Your loss, We will provide You with forms to use when giving Us Proof of Claim. (See "Proof of Claim" under the Claim Provisions.) You must give Us proof no later than 12 months after the date You became Totally Disabled. Failure to provide required proof of disability within this time frame will not invalidate or reduce any payable claim if it was not reasonably possible to provide the required proof.

We will notify You in Writing if Your Claim is approved and the amount of Premium that is being waived.

We may at any time require proof that Total Disability continues. If required, You must give Us proof of continuing Disability within 60 days after Our request. After You have been Totally Disabled for more than 2 years from the date of Total Disability, We will not request proof more than once every six months, based on changes in Your diagnosed condition. 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 EMPLOYEE WAIVER OF PREMIUM**

Your waiver of Premium benefit will end on the earliest of:

1. the date You attain age 65;
2. the last day of the 90 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;
3. the date You return to Active Work.

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" section.)

## **CONTINUATION OF COVERAGE**

### **CONTINUATION OF COVERAGE GENERAL PROVISIONS**

Any Leave of Absence, Layoff, Military Leave or Family or Medical Leave from Active Work must be approved in advance and in Writing by Your Employer.

### **CONTINUATION DURING LAYOFF OR LEAVE OF ABSENCE**

Your coverage may be continued by Your Employer through the end of the 6<sup>th</sup> month following the month in which Your Layoff or Leave of Absence begins.

The Premium for Your coverage must be paid during Your Layoff or Leave of Absence.

Your coverage will terminate on the date on which the Policy terminates, the end of the Continuation period, or the last day for which any required Premium has not been paid.

All other terms and conditions of the Policy will remain in force during this continuation period.

### **CONTINUATION DURING TOTAL DISABILITY**

Your coverage may be continued under this provision through the end of the 12<sup>th</sup> month following the month in which Your Disability begins.

The Premium for Your coverage must be paid during Your Total Disability by You or Your Employer on the same basis as Premium was paid on the day before Your Total Disability began.

Your coverage will terminate on the earlier of the date the Policy terminates, the end of the Continuation period, or the last day for which any required Premium has not been paid.

For purposes of this provision “**Total Disability**” means that due to an Injury or Sickness You are unable to perform the Material Duties of Your regular Job and are unable to perform any other Job for which You are fit by education, training or experience.

If You die while coverage is continued under this provision, We will pay the life insurance benefit to the Beneficiary upon receipt of the required Proof of Loss that establishes that You died during this continuation period.

If, at the end of the continuation period, You are no longer eligible for insurance under the Policy, see the “Conversion Privilege” section for Your conversion rights.

All other terms and conditions of the Policy will remain in force during this continuation period.

## **CONTINUATION DURING FAMILY OR MEDICAL LEAVE**

If You are on a leave mandated by the Family and Medical Leave Act ("FMLA") or other applicable state law, Your coverage will be governed by the Employer's policy regarding Family and Medical Leaves of Absence.

Your coverage will terminate the earlier of the date the Policy terminates, the end of the Continuation period, or the last day for which any required Premium has not been paid.

Your coverage during Your Employer approved leave may continue for up to the greater of:

1. The leave period required by the federal Family and Medical Leave Act of 1993, as amended; or
2. The leave period required by applicable state law.

The Premium for Your coverage must be paid during Your Family or Medical Leave.

All other terms and conditions of the Policy will remain in force during this continuation period.

## **CONTINUATION DURING MILITARY LEAVE**

If You are on a Leave of Absence for active Military Service as described under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) or applicable state law, Your coverage may be continued for the longer of:

1. The length of time the coverage may be continued under applicable federal or state law; or
2. The length of time the coverage may be continued under the Policy for a Leave of Absence.

The Premium for Your coverage must be paid during the Military Leave.

Your continued coverage will terminate on the date on which the Policy terminates, the end of the Continuation period, or the last day for which any required Premium has not been paid.

The Policy does not cover any loss which occurs while on active duty in the Military Service if such loss is caused by or arises out of such Military Service, including but not limited to War or act of War (whether declared or undeclared). Benefits are also subject to any other Exclusions and Limitations under the Policy.

All other terms and conditions of the Policy will remain in force during this continuation period.

## **REINSTATEMENT**

### **REINSTATEMENT FOLLOWING LOSS OF ELIGIBILITY**

If Your coverage ends because You are no longer eligible for coverage and You again become eligible or return to an Eligible Class within 3 month(s) from the date Your coverage ended, Your coverage may be reinstated if reinstatement is requested within 30 day(s) from the date You again become eligible for coverage or returned to an Eligible Class.

You will not have to meet a new Waiting Period.

Your coverage will be effective on the date You again become eligible for coverage.

All other terms and conditions of the Policy will apply.

## **EMPLOYEE LIFE INSURANCE**

This section applies to Group Term Life coverage.

### **EMPLOYEE DEATH BENEFIT**

If You die while covered under the Policy, We will pay the amount of life insurance in force on the day of Your death to Your named Beneficiary once We receive Written notice and Proof of Loss, in accordance with the General and Claims provisions of this Certificate.

## **ACCELERATED DEATH BENEFIT**

This provision applies to Your Group Life Benefit.

For Basic Group Term Life, You are the only Covered Person and payments are made to You.

### **ACCELERATED DEATH BENEFIT**

The Accelerated Death Benefit is a one-time, lump sum payment of a portion of a Covered Person's Life benefit if the Covered Person:

1. Is Terminally Ill; and
2. Elects to receive the Accelerated Death Benefit, subject to the maximum benefit amount stated on the Schedule of Insurance.

### **ACCELERATED DEATH BENEFIT ELIGIBILITY**

A Covered Person is eligible for the Accelerated Death Benefit if he or she:

1. Becomes and remains insured for life insurance under the Policy;
2. Is under age 70;
3. Is insured for a minimum of \$10,000 of life insurance under the Policy; and
4. Provides satisfactory proof of Terminal Illness.

If the Covered Person is incompetent or unable to request the Accelerated Death Benefit, his or her legal guardian may submit the request.

### **COST OF PROVIDING ACCELERATED DEATH BENEFIT**

There are no additional costs associated with the Accelerated Death Benefit.

### **ACCELERATED DEATH BENEFIT AMOUNT**

The maximum Accelerated Death Benefit available is 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 of the requested payment of this benefit, the maximum accelerated benefit will be based on the reduced amount.

The accelerated death benefit will be paid immediately upon receipt of due Written proof of the Covered Person's eligibility for this benefit.

### **ACCELERATED DEATH BENEFIT CONDITIONS AND REQUIREMENTS**

Proof of the Covered Person's Terminal Illness must be certified by a licensed Physician and in a form that is satisfactory to Us. Any delay in submitting this proof will not cause the request to be denied until the required proof is provided.

We may require the Covered Person to be examined by a licensed Physician of Our choice and at Our expense. If there is a disagreement between the two Physicians, We may require the Covered Person to be examined by a third licensed Physician of Our choice and at Our expense. The decision of the third Physician will be final.

If the Covered Person does not submit proof of Terminal Illness satisfactory to Us or refuses to be examined by a Physician, We will not pay the Accelerated Death Benefit.

If death occurs before the accelerated benefit is paid, We will not pay the accelerated benefit. Instead, We will pay the Covered Person's benefit according to the general terms of the Certificate.

## **EFFECT OF ACCELERATED BENEFIT ON OTHER POLICY PROVISIONS**

A Covered Person's amount of life insurance will be reduced by the amount of any accelerated benefit paid with respect to that Covered Person. This includes:

1. the amount of life benefit payable to Your Beneficiary when the You die;
2. the amount of life insurance each Covered Person can convert under the Policy; and
3. the Premiums payable for each Covered Person's life insurance benefit under the Policy after an accelerated benefit is paid, if such Premiums are not waived.

If any accelerated benefit is paid, We will provide a Disclosure for Accelerated Death Benefit to You, any assignee or irrevocable Beneficiary of record showing the effect of the acceleration on the death benefit and Premium payments. This disclosure will show any Premium necessary to continue any remaining coverage. This disclosure will also advise You of any tax consequences.

The acceleration of part of Your life insurance benefit will not impact other Dependent coverage under this Certificate, even if Dependent coverage is based on a percentage of Your life insurance benefit.

The acceleration of all of Your life insurance benefit will terminate the life insurance benefit under the group Certificate. Termination of Your coverage will not adversely affect the continuation and conversion rights available under the Certificate to other Covered Persons.

## **TAX CONSEQUENCES ASSOCIATED WITH ACCELERATED BENEFIT PAYMENT**

The receipt of an accelerated benefit may be taxable. You should consult Your personal tax advisor if this benefit is paid to You .

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

## **IMPACT OF TERMINAL ILLNESS RECOVERY**

If You are diagnosed by a Physician as being no longer Terminally Ill and You are in an Eligible Class Your coverage will remain in force, provided Premium is paid.

If You are diagnosed by a Physician as being no longer Terminally Ill and You are not in an Eligible Class, but You continue to be disabled:

1. Your coverage will remain in force, subject to the Waiver of Premium provision; or
2. Your coverage will end and You may be eligible to convert coverage to an individual whole life Policy so long as coverage is converted within the time limits described in the "Conversion Privilege" section.

The amount of coverage eligible for Conversion will be reduced by the amount of the Accelerated Death Benefit already paid.

## **ACCELERATED BENEFIT LIMITATIONS AND EXCLUSIONS**

We will not pay an accelerated benefit if:

1. An absolute assignment of life insurance is made under the Policy, unless We receive Written consent from the assignee.
2. All or part of the Covered Person's life insurance under the Policy is to be paid to Children or former Spouse as part of a court approved separation or divorce agreement.
3. The Covered Person has made an Irrevocable Beneficiary designation of life insurance under the Policy and We do not receive Written consent by the Irrevocable Beneficiary.
4. The Terminal Illness is a result of intentional self-inflicted Injury or attempted suicide, committed while sane or insane.
5. The Covered Person is required by law to accelerate benefits to meet the claims of creditors; or a government agency requires the Covered Person to apply for benefits to qualify for a government benefit or entitlement.

6. The Terminal Illness is directly or indirectly caused by War or any act of War, insurrection, rebellion, or Riot or while in active Military Service of any country, group of countries, governments or international authority.
7. The Terminal Illness is directly or indirectly caused by the Covered Person's voluntary commission of, or attempting to commit, an assault or a felony or other criminal act; or participating in an illegal Occupation.
8. The Covered Person's Terminal Illness is directly or indirectly caused by the Covered Person's voluntary use of any drugs including, but not limited to, sedatives, hallucinogens, barbiturates, amphetamines, narcotics or any other controlled substance unless taken as prescribed by a Physician or an "over the counter" drug, medication or sedative taken as directed or
  - a. Alcohol in combination with any drug, medication, or sedative; or
  - b. Poison, gas, or fumes.
9. The Terminal Illness is directly or indirectly caused by the Covered Person being Intoxicated as defined by the laws of the jurisdiction.
10. The Covered Person is incarcerated.

#### **DATE COVERAGE ENDS UNDER THIS PROVISION**

A Covered Person's coverage under this provision will end on the earliest of the following:

1. Upon Written request from the Employee;
2. The date the Covered Person's life insurance coverage ends under the Certificate;
3. The end of the period for which the last Premium has been paid for a Covered Person, in accordance with the provisions of the Certificate;
4. The date the group life insurance Policy ends;
5. The date the Accelerated Death Benefit is paid on the Covered Person's behalf;
6. The date the Covered Person ceases to be in an Eligible Class of insurance; or
7. The date You reach age 70.

## **CONVERSION PRIVILEGE**

This provision applies to Your Group Life benefits.

### **CONVERSION FOLLOWING LOSS OF ELIGIBILITY**

If You have been covered under this Policy and Your coverage under this Policy ends for any other reason except non-payment of Premium, You may convert all or part of Your life coverage to an individual whole life Policy without providing Evidence of Insurability.

### **CONVERSION FOLLOWING POLICY TERMINATION OR AMENDMENT**

If You have been covered under this Policy for at least 5 years and Your coverage under this Policy ends due to Policy termination or Policy amendment. You may convert all or part of Your life coverage to an individual whole life Policy without providing Evidence of Insurability.

### **CONVERSION AMOUNT AVAILABLE FOLLOWING POLICY TERMINATION OR AMENDMENT**

The amount of coverage that can be converted by You is the lesser of:

1. The amount of life insurance which terminates, less the amount You became eligible for under any group life insurance Policy issued or reinstated within 31 days of group life coverage termination; or
2. \$10,000.

### **CONVERSION FOLLOWING THE LOSS OF ELIGIBILITY**

The amount of coverage that can be converted by You is the lesser of:

1. The entire life coverage amount then in force; or
2. The amount of life coverage which terminates.

### **CONVERSION POLICY COST**

The Premium for Your coverage will be based on the amount of coverage requested, 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 are eligible for the Waiver of Premium benefit, any conversion Policy issued will be canceled and premiums paid for the conversion Policy will be returned.

### **CONVERSION PROCESSING REQUIREMENTS**

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 30 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 30 days following the date coverage otherwise ends under the Policy. Written notice contained in this Certificate and given to You at any time, or mailed by Your Employer to Your last known address will be considered sufficient Written notice to You. It is the responsibility of the Employer to give such notice to You.

### **CONVERSION APPLICATION**

To convert Your coverage You must complete a Conversion Application and return to Our Home Office.

### **CONVERSION POLICY EFFECTIVE DATE**

Your conversion Policy will take effect on the 32nd day after the date Your insurance terminates.

You must pay the required Premium quarterly, semi-annually, or annually directly to USABLE Life. The Premium rate will be determined by Us. The first Premium payment must be made no later than 31 days after the date the insurance would otherwise terminate under the Policy.

### **CONVERSION COVERAGE LIMITATIONS**

Conversion is not available for:

1. Any amount of life insurance which is being continued:
  - a. In accordance with the Waiver of Premium provision;
  - b. Under the Portability provision; or
  - c. In accordance with the Continuation Provisions until such coverage ends;
2. Any Amount of life insurance for which You were not eligible for or covered for under this Policy;
3. Accidental Death and Dismemberment Benefits.

### **CONVERSION PERIOD DEATH BENEFIT**

If You die within the 31 days allocated to submit Your Application to convert coverage, We will pay the amount of life insurance You would have had the right to apply for under this provision after We receive acceptable Proof of Loss.

If the Conversion Policy has already taken effect, Your life insurance benefits will be payable under Your conversion Policy for the amount converted.

### **EFFECT OF CONVERSION BENEFIT ON OTHER POLICY PROVISIONS**

If You apply and are approved for Waiver of Premium after a conversion Policy has been issued, any benefit payable at Your death under this Policy will be paid only if any previous conversion Policies have been surrendered. We will refund the Premium paid for such conversion Policy.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

This section applies to Group Accidental Death and Dismemberment Benefit(s).

For Basic Accidental Death and Dismemberment, You are the only Covered Person.

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

The Accidental Death pays a benefit if, due to a Covered Accident, a Covered Person suffers a loss of life, specified loss or Total Loss of Use.

#### LOSS OF LIFE

We will pay a benefit if a Covered Person suffers a loss of life:

1. While the Accidental Death and Dismemberment Policy was in force;
2. within 365 days following a Covered Accident; and
3. due to an Injury independent of all other causes.

#### SPECIFIED LOSS

We will pay a benefit if a Covered Person suffers a specified loss:

1. While the Accidental Death and Dismemberment Policy was in force;
2. within 365 days following a Covered Accident; and
3. due to an Injury independent of all other causes.

#### TOTAL LOSS OF USE

We will pay a benefit if a Covered Person suffers a Total Loss of Use:

1. While the Accidental Death and Dismemberment Policy was in force;
2. within 180 days following a Covered Accident; and
3. due to an Injury independent of all other causes.

#### LOSS OF LIFE BENEFIT AMOUNT

A Loss of Life benefit will be paid according to the schedule below with regard to loss of:

Life..... 100% of the Accidental Death Benefit

#### SPECIFIED LOSS BENEFIT AMOUNT

Specified Loss benefits will be paid according to the schedule below with regard to the Specified Loss of:

Both Hands or Both Feet..... 100% of the Accidental Death Benefit

One Hand and One Foot..... 100% of the Accidental Death Benefit

One Hand or One Foot..... 50% of the Accidental Death Benefit

Sight in Both Eyes..... 100% of the Accidental Death Benefit

One Entire Limb..... 50% of the Accidental Death Benefit

Two or More Entire Limbs..... 100% of the Accidental Death Benefit

Sight of One Eye..... 50% of the Accidental Death Benefit

Thumb and Additional Digit  
of Opposite Hand..... 25% of the Accidental Death Benefit

Thumb and Additional Digit  
of the Same Hand..... 50% of the Accidental Death Benefit

Speech or Hearing in Both Ears..... 50% of the Accidental Death Benefit

Speech and Hearing in Both Ears..... 100% of the Accidental Death Benefit

Cognitive Impairment..... 100% of the Accidental Death Benefit

## TOTAL LOSS OF USE BENEFIT AMOUNT

A Loss of Use benefit will be paid according to the schedule below with regard to Loss of Use of:

One Entire Limb (Uniplegia).....	25% of the Accidental Death Benefit
Two Entire Upper or Lower Limbs (Paraplegia).....	75% of the Accidental Death Benefit
Three Entire Limbs (Triplegia).....	75% of the Accidental Death Benefit
Four Entire Limbs (Quadriplegia).....	100% of the Accidental Death Benefit
Upper And Lower Limbs of One Side of the Body (Hemiplegia).....	50% of the Accidental Death Benefit

## DEFINITIONS:

**Activities of Daily Living or ADLs** means activities that are performed without Direct Personal Assistance, allowing personal independence in everyday living. Activities of Daily Living are used in measuring levels of personal functioning capacity. ADLs include:

1. Bathing - The ability of a person to wash himself or herself by sponge bath, either in a tub or shower, including the task of getting into and out of the tub or shower.
2. Continence - The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
3. Dressing - The ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
4. Eating - The ability of a person to feed himself or herself by getting food into his or her body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
5. Toileting - The ability to get to and from the toilet, to get on and off the toilet, and to perform associated personal hygiene.
6. Transferring - The ability to move into or out of a bed, chair or wheelchair.

**Cognitive Impairment** means a significant decline or loss in intellectual aptitude. Such loss must result from a Covered Accident and require another person's assistance or verbal cueing to protect Yourself or others. It must be supported by clinical proof or standardized tests that precisely measure decline or impairment in:

1. short term memory;
2. orientation to time, place and person;
3. deductive or abstract reasoning; and
4. judgment as it relates to awareness of safety; or
5. performance of 2 or more Activities of Daily Living (ADLs).

Loss of Cognitive Function does not include loss in intellectual aptitude due to Sickness, Alzheimer's disease or similar forms of senility or irreversible dementia.

**Loss of sight means** total and irrecoverable loss of sight that continues for 90 days following the date of loss. The visual acuity shall be 20/200 or worse in the eye, or the field of vision must be less than 20 degrees.

**Loss of hands or feet means** total and irrecoverable loss due to severance at or above the wrist or ankle joints, but below the knee.

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

**Loss of hearing means** the entire and irrevocable loss of hearing in both ears that continues 90 days following the date of loss.

**Loss of Thumb and Index Finger means** total and irrecoverable loss at the proximal phalanx or severance through or above the metacarpophalangeal joints.

**Total Loss of Use means:**

1. The total and irrecoverable paralysis of an Entire Limb or Limbs; or
2. A Loss of Cognitive Function

which has continued without interruption for a period of not less than 180 days; and is determined by a Physician to be permanent, complete and irreversible.

**Entire Limb for Specified Loss means:**

1. The arm, permanently severed at or above the elbow;
2. The leg, permanently severed at or above the knee.

**Entire Limb for Total Loss of Use means:**

1. the arm, the total area from shoulder joint to finger tips;
2. the leg, the total area from hip joint to toes.

**LIMITATIONS**

If a Covered Person sustains more than one loss as the result of any one Accident, We will pay only the one largest amount to which the Covered Person is entitled, not to exceed 100% of the total Accidental Death and Dismemberment benefit, except under the Common Carrier, Seatbelt and Airbag Benefit, and Repatriation Benefit provisions.

**EXCLUSIONS**

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

1. Disease, bodily or Mental Infirmary or Mental Illness, or the diagnosis or Treatment of such illness or infirmity;
2. Infection except bacterial infection as a result of a visible accidental Injury;
3. Bacterial infection resulting from any surgical or medical procedure;
4. Suicide or attempted suicide or intentional, self-inflicted Injury, whether sane or insane
5. A Covered Person's voluntary commission of, or attempting to commit, an assault or a felony or other criminal acts; or participating in an illegal Occupation;
6. A Covered Person's Intoxication, voluntary use of any drug, sedative, hallucinogen, controlled substance, or narcotic, unless taken as prescribed by a Physician, or an "over the counter" drug, medication or sedative not taken as directed; or
  - a. Alcohol in combination with any drug, medication, or sedative; or
  - b. Poison, gas, or fumes.
7. A Covered Person's Intoxication as defined by the laws of the jurisdiction in which the Accident occurred. Conviction is not necessary for an Intoxication determination.
8. A Covered Person's operation of any Motorized Vehicle while Intoxicated including, but not limited to automobiles, motorcycles, boats and snowmobiles.
9. A Covered Person's incarceration or while incarcerated.
10. A Covered Person's travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a fare-paying passenger on a commercial airline flying between established airports on: (a) a scheduled route, (b) a charter flight, or (c) corporate flight;
  - a. Travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight;
  - b. Parachuting, ballooning and gliders or otherwise exiting from an aircraft while such aircraft is in flight, including balloons and gliders, except for self-preservation;
  - c. Travel in an aircraft or device used:
    - (i) for testing or experimental purposes;
    - (ii) by or for any military authority; or
    - (iii) for travel or designed for travel beyond the earth's atmosphere;
11. War or any act of War, whether declared or undeclared, insurrection, rebellion, Riot or while serving in the Uniformed Service of any country, group of countries, governments or international authority.

We will refund the pro rata portion of any Premium paid for this benefit for Covered Persons while in the armed forces on full-time active duty for a period of two months or more. Written notice must be provided to Us within 3 months of the date the Covered Person entered the armed forces.

#### **DATE COVERAGE UNDER THIS PROVISION ENDS**

This benefit will terminate on the earliest of the following:

1. Upon Written request from an Employee, unless prohibited by federal or state law or the Policyholder's plan;
2. The date a Covered Person's insurance coverage ends under the Certificate;
3. The end of the period for which the last Premium has been paid for a Covered Person, in accordance with the provisions of the Certificate;
4. The date the Policy ends; or
5. The date a Covered Person ceases to be in an Eligible Class under the Certificate.

When the Accidental Death and Dismemberment benefit ends, this shall not affect the payment of benefits for any Accident that occurred while the benefit was in force.

## COMA BENEFIT

This provision applies to the Basic Accidental Death & Dismemberment (AD&D) Benefit.

For Basic Accidental Death and Dismemberment, You are the only Covered Person under this provision.

### COMA BENEFIT

We will pay a benefit if, as a direct result of a Covered Accident:

1. A Covered Person is injured; and
2. Is rendered comatose or is in a persistent vegetative state; and
3. The coma or persistent vegetative state occurs within 31 days of the Covered Accident; and
4. The Covered Person remains comatose beyond the elimination period.

**Coma** means complete and continuous:

1. Unconsciousness; and
2. Inability to respond to external or internal stimuli, as verified by a Physician.

The Elimination Period is the 60 day period from the day the Covered Person becomes comatose. No benefits are payable during the 60 day Elimination Period that the Covered Person is in a coma.

We will pay this benefit from the end of the Elimination Period, based upon the Covered Person's full Basic AD&D benefit amount, at the rate of 3% of the full benefit amount per month or 3% of the difference between the full Accidental Death benefit amount and the amount of any benefits paid for loss arising out of the same Covered 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 12<sup>th</sup> 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 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.

### IMPACT OF THE COMA BENEFIT ON OTHER POLICY PROVISIONS

Payment of the Coma Benefit will reduce the total AD&D Benefit payable.

### COMA BENEFIT LIMITATIONS

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 12 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 AD&D benefit amount.

## **COMA BENEFIT EXCLUSIONS**

In addition to the other Limitations listed in the Certificate, 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.

If You and Your covered Spouse suffer an Injury or loss, this benefit will only be payable once per Covered Person, even if You and Your Spouse suffer an Injury or loss in the same Covered Accident.

## **DATE COVERAGE UNDER THIS PROVISION ENDS**

This benefit will terminate on the earliest of the following dates:

1. the date the Policy terminates;
2. the date the Covered Person dies;
3. the date the maximum payment amount or duration is reached; or
4. the date You reach age 65.

## **SAFETY EQUIPMENT BENEFIT**

This provision applies to the Basic Accidental Death & Dismemberment (AD&D) Benefit.

For Basic AD&D, You are the only Covered Person under this provision.

### **SEAT BELT BENEFIT**

We will pay an additional benefit of 10% of the Covered Person's Accidental Death benefit not to exceed \$10,000 if, as a direct result of a Covered Accident, a Covered Person suffers loss of life while driving or riding in or on a Private Passenger Motor Vehicle, if:

1. The Private Passenger Motor Vehicle is equipped with seat belts; and
2. The seat belt was in actual use with all components properly fastened at the time of the Covered Accident; and
3. The position and actual use of the seat belt is certified, in Writing, in the official report of the Covered Accident; or by the investigating officer. A copy of the police report must be submitted with the claim.

### **SEAT BELT BENEFIT EXCLUSIONS**

The Seat Belt Benefit will not be payable if:

1. The official report reflects that the Covered Person was not wearing the seat belt(s) or was not correctly wearing the seat belt(s).
2. The Covered Person was the driver of the Private Passenger Motor Vehicle and did not hold a current and valid driver's license.
3. The Covered Person is participating in a race, speed or endurance test.
4. The Covered Person is operating a Motorized Vehicle at the time of Injury while:
  - a. Intoxicated; or
  - b. Under the influence of an "over the counter" drug, medication or sedative not taken as directed; or
5. The Covered Person was not wearing a Seat Belt.

### **AIR BAG BENEFIT**

We will pay an additional benefit of 10% of the Covered Person's Accidental Death benefit not to exceed \$10,000 if, as a direct result of a Covered Accident, a Covered Person suffers loss of life while driving or riding in or on a Private Passenger Motor Vehicle, if:

1. The Private Passenger Motor Vehicle is equipped with a properly functioning, original, factory-installed Supplemental Restraint System; and
2. The Covered Person is positioned in a seat protected by a properly functioning, original, factory-installed Supplemental Restraint System at the time of impact; and
3. The Supplemental Restraint System inflation is certified, in Writing, in the official report of the Covered Accident; or by the investigating officer. A copy of the police report must be submitted with the claim.

### **AIR BAG BENEFIT EXCLUSIONS**

The Air Bag Benefit will not be payable if:

1. The official report reflects that the Supplemental Restraint System did not inflate properly upon impact.
2. The Covered Person was the driver of the Private Passenger Motor Vehicle and did not hold a current and valid driver's license.
3. The Covered Person was participating in a race, speed or endurance test.
4. the Covered Person is operating a Motorized Vehicle at the time of Injury while:
  - a. Intoxicated; or
  - b. Under the influence of an "over the counter" drug, medication or sedative not taken as directed.

## HELMET BENEFIT

We will pay an additional benefit of 10% of the Covered Person's Accidental Death benefit not to exceed \$10,000 if, as a direct result of a Covered Accident, a Covered Person suffers loss of life while driving or riding on a Motorized Vehicle or bicycle, if:

1. The Covered Person is wearing a helmet; and
2. Verification that a helmet was in use at the time of the Accident is certified, in Writing, 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.

## HELMET BENEFIT EXCLUSIONS

The Helmet Benefit will not be payable if:

1. The official report reflects that the Covered Person was not wearing a helmet or was not correctly wearing a helmet.
  - a. If a copy of the police report is not available, and it is clear that the Covered Person is wearing a helmet at the time of the Accident, We will pay the helmet benefit.
2. The Covered Person was the driver and did not hold a current and valid driver's license with a motorcycle endorsement.
3. The Covered Person was participating in a race, speed or endurance test.
4. The Covered Person is operating a Motorized Vehicle or bicycle at the time of Injury while:
  - a. Intoxicated; or
  - b. Under the influence of an "over the counter" drug, medication or sedative not taken as directed.

**Helmet** means a protective head covering made of hard material to resist impact and which is approved by the American National Safety Institute (ANSI) and/or Snell.

**Intoxicated** means the Covered Person's normal capacity to act or reason is inhibited by alcohol or any drug, sedative, hallucinogen, controlled substance or narcotic as determined by the laws of the jurisdiction, unless administered by a Physician and taken according to the Physician's instructions.

**Private Passenger Motor Vehicle** means an individually owned Motor Vehicle that is not for hire, for rent, or used as public transportation.

**Motorized Vehicle** means a vehicle (such as a car, truck, or motorcycle) that is powered by an engine.

## DATE COVERAGE UNDER THIS PROVISION ENDS

This benefit will terminate on the earliest of the following dates:

1. The date the Policy terminates;
2. the date the Covered Person dies;
3. the date the maximum payment amount or duration is reached; or
4. the date You reach age 65.

## **REPATRIATION BENEFIT**

This provision applies to the Basic Accidental Death & Dismemberment (AD&D) Benefit.

For Basic AD&D, You are the only Covered Person under this provision.

### **REPATRIATION BENEFIT PAYABLE**

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 \$100;
2. maximum of 10% of the Covered Person's Accidental Death benefit not to exceed \$5,000.

All benefits are payable in U.S. currency to the Beneficiary when We receive valid proof of the expense incurred.

### **REPATRIATION BENEFIT EXCLUSIONS**

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

1. charges which exceed the amount shown above; or
2. expenses paid by any Worker's Compensation, occupational disease or similar law.

We will only pay this benefit once per Covered Person regardless of any additional Plans, policies or benefits that share this provision type.

If You and Your covered Spouse suffer an Injury or loss, this benefit will only be payable once, even if You and Your Spouse suffer an Injury or loss in the same Accident.

### **DATE COVERAGE UNDER THIS PROVISION ENDS**

This benefit will terminate on the earliest of the following dates:

1. the date the Policy terminates;
2. the date the Covered Person dies;
3. the date the maximum payment amount or duration is reached; or
4. the date You reach age 65.

## **COMMON CARRIER BENEFIT**

This provision applies to the Basic Accidental Death & Dismemberment (AD&D) Benefit.

For Basic AD&D, You are the only Covered Person under this provision.

### **COMMON CARRIER BENEFIT**

Accidental Death Loss of Life benefits which are otherwise payable under the policy will be Doubled if accidental death results as a consequence of riding as a passenger (not as a pilot or crew member) in or boarding or alighting from or being struck by:

1. any air, land or water conveyance operated under a license for the transportation of passengers for hire; or
2. as a fee paying passenger of any type of aircraft transport operated by the United States military or by the similar air transport service of any duly constituted government authority recognized by the government of the United States.

### **DATE COVERAGE UNDER THIS PROVISION ENDS**

This benefit will terminate on the earliest of the following dates:

1. the date the Policy terminates;
2. the date the maximum payment amount or duration is reached; or
3. the date You reach age 65.

## **EXPOSURE AND DISAPPEARANCE BENEFIT**

This provision applies to the Basic Accidental Death & Dismemberment (AD&D) Benefit.

For Basic AD&D, You are the only Covered Person under this provision.

### **EXPOSURE AND DISAPPEARANCE BENEFIT**

We will pay 100% of the Covered Person's Accidental Death benefit if, due to a Covered Accident, a presumption of death can be made 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 1 year(s) of the occurrence of the disappearance.

### **DATE COVERAGE UNDER THIS PROVISION ENDS**

This benefit will terminate on the earliest of the following dates:

1. the date the Policy terminates;
2. the date the Covered Person dies;
3. the date the maximum payment amount or duration is reached; or
4. the date You reach age 65.

## **CHILD CARE BENEFIT**

This provision applies to the Basic Accidental Death & Dismemberment (AD&D) Benefit.

For Basic AD&D, You are the only Covered Person under this provision.

### **CHILD CARE BENEFIT**

We will pay this benefit if, as a direct result of a Covered Accident, a Covered Person:

1. Dies; or
2. is confined to a Hospital for more than 30 days; or
3. is in a comatose state for 90 days; and
4. has a Dependent Child who:
  - a. on the date of the Covered Accident was enrolled in a legally licensed Child Care Center; or
  - b. is enrolled in a Child Care Center within continuous days from the date of Accident; and
  - c. is less than 13 years of age.

### **CHILD CARE BENEFIT ELIGIBILITY**

The Child Care Benefit is payable for each Child who qualifies:

1. in an amount equal to 5% of the Covered Person's Accidental Death and Dismemberment full benefit, but not more than \$5,000 per year; and
2. only while the Dependent Child continues to be enrolled in a legally licensed Child Care Center.

We will pay this benefit for no more than 4 consecutive year(s), or until the Dependent Child's 13th birthday, whichever happens first.

Child Care Benefit will be payable to the surviving Spouse, if the Spouse has custody of the Child. If there is no surviving Spouse, or the Child does not live with the Spouse, then the benefit will be paid to the Child's legally appointed guardian.

At the end of each 12 month period following the Covered Person's death, We will pay the annual benefit to the claimant. Requests for payments must be submitted to Us at the end of the 12 month period. A 12 month period begins:

1. on the date the Dependent Child enters a Child Care Center for the first time after the Covered Person's death; or
2. on the first of the month following the Covered Person's death, if the Dependent Child was enrolled in a Child Care Center before the Covered Person's death.

### **DEFINITIONS:**

**Child Care Center** means a facility which:

1. provides and charges for the care of Children; and
2. is operated in a private home, school or other facility; or
3. is licensed as a day care center or is operated by a licensed day care provider, if such licensing is required by the state or jurisdiction in which it is located; or
4. if licensing is not required, provides childcare on a daily basis for 12 months a year.

A Child Care Center does not include a Hospital, a Child's home or any facility that provides care provided during normal school hours while a Child is attending grades one through twelve.

### **CHILD CARE BENEFIT EXCLUSIONS**

If You and Your covered Spouse suffer an Injury or loss, this benefit will only be payable once per Covered Person, even if You and Your Spouse suffer an Injury or loss in the same Accident.

### **DATE COVERAGE UNDER THIS PROVISION ENDS**

This benefit will terminate on the earliest of the following dates:

1. the date the Policy terminates;

2. the date the Covered Person dies;
3. the date the maximum payment amount is reached; or
4. the date You reach age 65.

## **GENERAL INFORMATION**

### **CERTIFICATE OF COVERAGE**

This Certificate is a Written document prepared by Us and may include attachments, addendums or amendments. It tells You:

1. The coverage for which You may be eligible;
2. To whom We make payments; and
3. The limitations, exclusions, and requirements applying to the Policy.

We will provide an electronic or paper copy of the Certificates to the Policyholder for delivery to each Employee. It is the responsibility of the Policyholder to distribute the appropriate Certificate and any updates or other notices to You.

Your benefits and rights under the Policy will not be less than those stated in this Certificate.

### **ENTIRE CONTRACT**

The entire contract consists of:

1. The Policy, any amendments and addenda;
2. The Application of the Policyholder, a copy of which is attached to and made a part of the Policy when issued, or as amended during the term of this Policy;
3. The Certificates, and the endorsements or riders which are attached to and made a part of the Policy when issued or as may be amended during the term of this Policy; and
4. The Enrollment Forms, if any, of each Covered Person.

Any statement made by the Policyholder or Covered Persons will be deemed a representation and not a warranty or guarantee.

### **INFORMATION DISCLOSURE**

The Employer's records that relate to Your coverage under this Policy are open for Our inspection at any time. The Employer will give Us information about You including:

1. Information necessary to determine eligibility for coverage;
2. Changes in coverage amounts;
3. Changes in Your Earnings;
4. Termination of coverage; and
5. Any other information We may reasonably require.

Clerical error or omission by the Employer, You, or Us will not:

1. Terminate coverage which should otherwise be in effect;
2. Continue coverage which should otherwise terminate;
3. Create coverage which should not be in effect; or
4. Change the amount of coverage that should otherwise be in effect.

### **INCONTESTABILITY**

Any statement made by You or the Employer to obtain coverage or an increase in coverage is considered a representation and not a warranty. No statement by You or the Employer will be used to reduce or deny a claim or to deny the validity of Your coverage or an increase in coverage unless:

1. Your coverage or increase in coverage would not have been approved if the truth had been known;
2. Such statement is contained in Writing; and
3. You or Your Beneficiary have been given a copy of the statement.

The statement on which the contest is based shall be material to the risk accepted or the hazard assumed by Us.

After Your coverage or increase in coverage under the Policy has been in effect for two (2) years during Your lifetime, We will not use a misrepresentation by You or by the Employer to reduce or deny a claim; or deny the validity of Your coverage or increase in coverage, unless it was a fraudulent misrepresentation made with actual intent to deceive.

We have the right at any time to assert as a defense to a claim that You were not eligible to become covered because You did not meet certain eligibility requirements in this Certificate. These include, but are not limited to, the requirements that You:

1. be in an Eligible Class;
2. submit and have approved Evidence of Insurability, if required; and
3. meet the Actively at Work requirement.

### **MISSTATEMENT OF AGE**

If Your age is misstated, We have the right to make an equitable adjustment in the premium and/or coverage due for You based on the correct age.

### **AGENCY**

For all purposes of the Policy, the Employer and the Policyholder act on their own behalf or as Your agent. Neither the Employer nor the Policyholder is Our agent.

### **WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE**

This Policy does not replace or affect requirements for coverage by Workers' Compensation insurance or state disability insurance.

### **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 benefit or coverage under the policy and recovery of any amounts We have paid.

## **CLAIM INFORMATION**

### **NOTIFYING US OF A CLAIM**

You, or someone acting on Your behalf, should send notification of Your claim to Our Home Office or to Our authorized agent, within 30 days following the date of Loss. If You are not able to notify Us within this time, You should notify Us as soon as reasonably possible.

### **FILING A CLAIM**

You can get a claim form from Your Employer, or You may ask Us for a form. If You do not receive a claim form within 15 days after requesting it, please contact Us at 1-800-370-5856.

The process for completing the claim form will be explained on the form. Please send the completed form to Us within the above stated timeframes and in whatever medium We have agreed to accept Your proof of claim.

### **PROOF OF CLAIM**

You must send Written proof of Your claim to Our Home Office. Telephonic or electronic proof of Your claim may also be submitted if We have agreed to accept such proof. We must receive Your proof of claim no later than 90 days after the date of loss. Failure to provide required proof within this time frame will not invalidate or reduce any payable claim if it was not reasonably possible to provide the required proof.

If You are unable to give Us proof of Your claim within this time frame, then You must give Us proof of Your claim within the next 12 months. If You do not have the legal capacity to make responsible decisions concerning You, then You may give Us proof of Your claim after this period.

### **INFORMATION TO INCLUDE IN YOUR PROOF OF CLAIM**

For Your proof of claim, We may require the following:

1. The date of Loss;
2. Proof that You are under the Regular Care of a Physician;
3. The extent of Your Injury, including restrictions and limitations;
4. The name and address of all pharmacies, Hospital(s) or institution(s) where You received Treatment, including all Physicians who prescribed medications or provided Regular Care;
5. Authorization to obtain additional medical and non-medical information as part of Your claim. We must receive this authorization within 45 days of the date We ask for it.

### **DECISION ON YOUR CLAIM**

Once Your claim and Proof of Loss has been received, We will review the claim and if approved, We will pay the claim subject to the terms and provisions of this Certificate and the Policy, but not more than 90 days after such proof of claim is received.

The decision on a claim will be made within 45 days of the date We receive the proof of claim. If We need an extension to decide the claim, We may take up to an additional 45 days. If We need such an extension, We will inform You or Your Beneficiary in Writing: (1) that We need an extension, (2) why We need the extension, (3) what additional information We may need to complete the decision, and (4) when the Beneficiary can expect a decision. We will notify the Beneficiary of the extension before the expiration of the initial 45 day period.

If the claim is denied in whole or in part, We will send You or Your Beneficiary a Written notice that includes:

1. The specific reason(s) for denial of the claim;
2. A specific reference to the provision(s) of the Policy that is the basis for the denial;

3. A description of any additional material or information needed to reverse the denial, or in the case of an incomplete claim, to complete the claim, and an explanation of why it is needed;
4. An explanation of the claim appeal procedures and applicable time limits;
5. If We used or relied on an internal rule, guideline, protocol or other information, the notice will specify the information. If the claimant requests, We will provide free of charge a copy of such rule, guideline, protocol or other data, as well as reasonable access to documents, records and other information relevant to the claim; and, if applicable,
6. A statement regarding the claimant's right to bring a civil action under Section 502(a) of ERISA following a denial on appeal.

## **INTEREST ON DEATH BENEFITS UNDER LIFE INSURANCE**

Interest will accrue and be payable on Life Insurance benefits payable under the Policy.

- A. Interest will accrue from the date of death at the rate or rates applicable to Our company policy for funds left on deposit or, if We have not established a rate for funds left on deposit, at the Two Year Treasury Constant Maturity Rate as published by the Federal Reserve. In determining the rate or rates applicable to a claim, We will use the rate in effect on the date of death.
- B. In the event a claim is not paid within 31 days of the later of the following:
  1. The date that We receive Proof of Loss;
  2. The date We receive sufficient information to determine Our liability, the extent of Our liability, and the appropriate payee(s) legally entitled to the proceeds; and
  3. The date any legal impediments to payment that depend on the action of parties other than Us are resolved and sufficient evidence of the same is provided to Us. Legal impediments to payment include, but are not limited to:
    - a. Establishment of guardianships and conservatorships;
    - b. Appointment and qualification of trustees, executors and administrators; and
    - c. Submission of information required to satisfy state or federal reporting requirements.

In the event of a late payment under Section B above, interest on the benefit will accrue at the rate determined in Item A above, plus additional interest at a rate of 10% annually beginning with the date that is 31 calendar days from the latest of Items (B)(1) – (B)(3) and ending on the date the claim is paid.

## **AUTHORITY**

We have the authority to determine Your eligibility for benefits and to interpret the terms of the Policy in making benefit determinations.

## **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. The assignment will take effect on the date the assignment is Signed by You. The assignment will be subject to any action We may have taken prior to the receipt of the assignment. We are not liable 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.

## **BENEFIT PAYMENTS**

Accidental Dismemberment benefits will be paid to You.

Employee Basic Life and Employee Accidental Death benefits will be paid to Your named Beneficiary.

## **BENEFIT PAYMENT OPTIONS**

Benefit payments will be made in one lump sum no later than 30 days after proof of the Covered Person's loss has been submitted and approved by Us.

## **BENEFICIARY**

Your Beneficiary will be the person(s) or entity You name in Writing to receive any amount of insurance benefits payable due to Your death. Your Beneficiary's name is on file at Your Employer's or Our Home Office. Benefits will be paid according to the most recent version of Your Beneficiary form on file. Any payment made by Us before receiving the designation shall fully discharge Us to the extent of that payment.

If You name more than one Beneficiary, You must state the percentage of the benefit that is to be paid to each Beneficiary. Otherwise, they will share the benefit equally. You are the Beneficiary of the Dependent Life Insurance, if You are living.

If You are not living at the time of payment, benefits will be paid according to Your Beneficiary assignment. If both You and Your Beneficiary(ies) die in the same Accident, at the same time or within 7 days after Your death but before We have received Written proof of Your death, benefit payments will be made to Your estate or Your remaining Primary or Contingent Beneficiary(ies).

## **BENEFICIARY CHANGES**

Your Beneficiary's consent is not required to change Your designations. To change Your Beneficiary information, You must provide Us or Your Employer Written notice on a form in a format acceptable to Us. Unless otherwise specified by You, Your Beneficiary change will be effective on the date the notice of change is Signed by You, subject to any payment made or actions taken by Us before receipt of the notice.

## **BENEFIT PAYMENT: MINOR BENEFICIARIES**

If Your Beneficiary is a minor at the time of Your death or cannot provide a valid release, benefits will be paid according to the Uniform Transfers to Minor Act (UTMA) or governing laws of Your state.

## **BENEFIT PAYMENTS: NO BENEFICIARY DESIGNATED**

If there is no named Beneficiary living at Your death, We will pay any amount due to one of the following classes of survivors and in the following order:

1. Your Spouse or Reciprocal Beneficiaries;
2. Your surviving Children in equal shares;
3. Your parents in equal shares;
4. Your siblings in equal shares; or
5. Your estate.

At Our option, and up to the maximum amount allowable by the laws of the Covered Person's state of residence, payments may be paid to any person who incurred funeral or other expenses related to the last illness or death of the Covered Person.

We will not be liable for any payment We have made in good faith.

## **CLAIM OVERPAYMENTS**

We have the right to recover any overpayments that We make to You or Your Beneficiary. We require that You repay any overpaid amount. We will determine the method by which You will repay Us. We may offset Our future payments to You by the amount of any overpayments. We have the right to recover overpayments from Your estate.

## **TIME LIMITS ON LEGAL ACTIONS**

You or Your Beneficiary can start legal action regarding Your claim 60 days after the date You sent Us proof of claim. The time limit on legal actions for loss covered by the Policy is subject to the applicable law in the state where the Policy was issued.

## **APPEAL PROCEDURE**

If Your claim has been denied in whole or in part, You or Your Beneficiary may request a review of the decision. You or Your Beneficiary must file a Written request for appeal within 180 days from the date of the notice of denial of Your claim. The right to appeal the denial may be forfeited if this deadline is not met.

Along with a Written request for a review, You or Your Beneficiary should submit any additional information You believe should be considered during the review.

Upon request, We will provide You or Your Beneficiary with copies of documents, records and other information relevant to Your claim, free of charge.

We will review the claim and respond with a final determination within 45 days. If We need additional time to decide the appeal, We may extend the review by 45 days. If We need such an extension, We will inform You or Your Beneficiary in Writing: (1) that We need an extension, (2) why We need the extension, (3) what additional information We may need to complete the review, and (4) when You or Your Beneficiary can expect a decision. We will notify You or Your Beneficiary of the extension before the expiration of the initial 45-day period. In no event will the total period for review of the appeal exceed 90 days.

### **Notification of Appeal Decision**

We will notify You or Your Beneficiary, in Writing, of Our final decision. If the claim is denied on appeal, the notice will include the following:

1. The specific reasons for the appeal decision;
2. A reference to the specific provision(s) within the Policy or Certificate on which the decision was based;
3. A statement regarding Your right, upon request and without charge, to a copy of documents, records and other information relevant to the claim; and, if applicable,
4. A statement regarding Your right to bring a civil action under Section 502(a) of ERISA following a denial on appeal.

## **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 must cooperate with Us and execute any documents that We, acting on behalf of the Policyholder, deem necessary to protect the Plan's rights under this section.

You may 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.

The Plan also 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.



PO Box 1650 | Little Rock | AR | 72203

## **DISCLOSURE FOR ACCELERATED DEATH BENEFIT**

This disclosure provides a very brief description of the important features of your Accelerated Death 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 US Able Life. It is, therefore, important that you **READ YOUR POLICY CAREFULLY**.

### **Accelerated Benefit Plan**

The accelerated benefit is an advance payment of a Covered Person's amount of life insurance payable under the 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.

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

### **On Your Tax Status**

The receipt of an accelerated benefit may be taxable to You. You should consult Your personal tax advisor if this benefit is paid to You.

### **Cost of Providing the Accelerated Benefit**

There are no additional costs associated with providing the Accelerated Death 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 Other Policy Provisions**

A Covered Person's amount of life insurance under the Policy will be reduced by the amount of any accelerated benefit paid with respect to that Covered Person. This Includes:

1. the amount of life benefit payable to Your Beneficiary when you die;
2. the amount of life benefit payable to You when Your Dependent dies;
3. the amount of life insurance each Covered Person can convert under the Policy; and
4. the premiums payable for each Covered Person's life insurance under the Policy after an accelerated benefit is paid to You, if such premiums are not waived.

### **Illustration of Death Benefit and Premium Reduction**

<b>Assumptions:</b>	•	you are insured for \$30,000 of group term life insurance
	•	life rate of \$.50 per \$1,000 (\$10.00 monthly premium)
<b>Reduction:</b>	\$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. An absolute assignment of life insurance is made under the Policy, unless We receive written consent from the assignee.
2. All or part of the Covered Person's life insurance under the Policy is to be paid to children or former spouse as part of a court approved separation or divorce agreement.
3. The Covered Person has made an Irrevocable Beneficiary designation of life insurance under the Policy and We do not receive written consent by the Irrevocable Beneficiary.
4. The terminal illness is a result of intentional self-inflicted injury or attempted suicide, committed while sane or insane.
5. The Covered Person is required by law to accelerate benefits to meet the claims of creditors; or a government agency requires the Covered Person to apply for benefits to qualify for a government benefit or entitlement.
6. The Terminal Illness is directly or indirectly caused by War or any act of War, insurrection, rebellion, or Riot or while in active Military Service of any country, group of countries, governments or international authority.
7. The Terminal Illness is directly or indirectly caused by the Covered Person's voluntary commission of, or attempting to commit, an assault or a felony or other criminal act; or participating in an illegal occupation.
8. The Covered Person's Terminal Illness is directly or indirectly caused by the Covered Person's voluntary use of any drugs including, but not limited to, sedatives, hallucinogens, barbiturates, amphetamines, narcotics or any other controlled substance unless taken as prescribed by a Physician or an "over the counter" drug, medication or sedative taken as directed or
  - a. Alcohol in combination with any drug, medication, or sedative; or
  - b. Poison, gas, or fumes.
9. The Terminal Illness is directly or indirectly caused by the Covered Person being Intoxicated as defined by the laws of the jurisdiction.
10. The Covered Person is incarcerated.

**Date Coverage Ends under this Benefit**

A covered Person's coverage under this benefit will end at the earliest of:

1. Upon written request from the Employee;
2. The date the Covered Person's life insurance coverage ends under the Certificate;
3. The end of the period for which the last premium has been paid for a Covered Person, in accordance with the provisions of the Certificate;
4. The date the group life insurance Policy ends;
5. The date the Accelerated Death Benefit is paid on the Covered Person's behalf;
6. The date the Covered Person ceases to be in an eligible class of insurance; or
7. The date You reach age 70.