

SERFF Tracking Number: UNUM-126155963 State: Arkansas
Filing Company: Colonial Life & Accident Insurance Company State Tracking Number: 42393
Company Tracking Number: ED-DIS1.0-AR
TOI: H111 Individual Health - Disability Income Sub-TOI: H111.006 Short Term - Related to marketing with employer or association groups
Product Name: Individual Disability Income
Project Name/Number: ED-DIS1.0/ED-DIS1.0

Filing at a Glance

Company: Colonial Life & Accident Insurance Company

Product Name: Individual Disability Income SERFF Tr Num: UNUM-126155963 State: ArkansasLH
TOI: H111 Individual Health - Disability Income SERFF Status: Closed State Tr Num: 42393
Sub-TOI: H111.006 Short Term - Related to marketing with employer or association groups Co Tr Num: ED-DIS1.0-AR State Status: Approved-Closed
Filing Type: Form/Rate Co Status: Reviewer(s): Rosalind Minor
Authors: Tonia Garbutt, Cathy Disposition Date: 05/20/2009
Brooks, Donna Mazloom, Lauren
Sease, Annette Smith, Angela
Mctier, Tyra Marshall
Date Submitted: 05/18/2009 Disposition Status: Approved-Closed
Implementation Date Requested: On Approval Implementation Date:
State Filing Description:

General Information

Project Name: ED-DIS1.0 Status of Filing in Domicile: Authorized
Project Number: ED-DIS1.0 Date Approved in Domicile: 03/25/2009
Requested Filing Mode: Domicile Status Comments:
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Group Market Size:
Overall Rate Impact: Group Market Type:
Filing Status Changed: 05/20/2009 Explanation for Other Group Market Type:
State Status Changed: 05/20/2009
Deemer Date: Corresponding Filing Tracking Number:
Filing Description:

Enclosed for your consideration and approval are the following new Individual Disability Income policy form and outline of coverage.

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Form Description	Flesch Score
ED-DIS1.0-AR Disability Income Policy with benefits for Accidental Injuries & Hospital Confinement	50.3
ED-DIS1.0-O-AR Outline of Coverage	50.9

The readability scores for these forms are listed above. The outline was scored with the policy form. The text is uniform and no less than ten (10) point font size.

This form will be offered and marketed primarily at the worksite as supplemental insurance. It will not be marketed as comprehensive coverage.

This policy includes benefits for disability, accidental injuries and hospital confinement for the named insured. The disability benefit provided by this policy terminates on the named insured at age 70 and the hospital confinement benefit increases at that date. Accidental injury and hospital confinement benefits are also available for spouse and dependent child(ren). These optional benefits are variables that are bracketed on the policy schedule page. The Disability Income benefit is not available for spouse and dependent child(ren).

Application form, AccHlth-AR approved on 04/07/2005 by your office will be used to apply for this coverage.

Enrollment methods include agent-assisted situations, in person or via call centers, and self-enrolled situations, using paper or electronic application processes, such as web-based. Electronic application processes may also be used in agent-assisted situations.

In addition, our Credit for Time Served Rider will be used with this policy, where applicable. The rider, form number RCTS, was previously approved by your office on 11/23/1999.

We are enclosing an Actuarial Memorandum and have submitted \$50.00 to cover the filing fees through Electronic Funds Transfer (EFT).

The forms have been approved in our domicile state, South Carolina, on 3/25/2009.

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Company and Contact

Filing Contact Information

Cathy Brooks, Contract Consultant CLBrooks@unum.com
 1200 Colonial Life Boulevard (803) 213-6227 [Phone]
 Columbia, SC 29202

Filing Company Information

Colonial Life & Accident Insurance Company CoCode: 62049 State of Domicile: South Carolina
 1200 Colonial Life Boulevard Group Code: 565 Company Type:
 Post Office Box 1365
 Columbia, SC 29202 Group Name: State ID Number:
 (803) 798-7000 ext. [Phone] FEIN Number: 57-0144607

Filing Fees

Fee Required? No
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Colonial Life & Accident Insurance Company	\$50.00	05/18/2009	27948550

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	05/20/2009	05/20/2009

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Disposition

Disposition Date: 05/20/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Submission letter	Approved-Closed	Yes
Form	ED-DIS1.0-AR	Approved-Closed	Yes

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Form Schedule

Lead Form Number: ED-DIS1.0-AR

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	ED-DIS1.0-AR	Policy/Contract/Fraternal Certificate	ED-DIS1.0-AR	Initial		50	ED-DIS1.0-AR - 71880.pdf

COLONIAL LIFE & ACCIDENT INSURANCE COMPANY
1200 Colonial Life Boulevard, P.O. Box 1365, Columbia, South Carolina 29202
1.800.325.4368 www.coloniallife.com
A Stock Company

DISABILITY INCOME INSURANCE COVERAGE

Guaranteed Renewable

This policy is guaranteed renewable as long as you pay the premiums when they are due or within the grace period. **However, the disability benefit provided by this policy terminates on the policy anniversary date on or after you reach age 70. See the "Total Disability After The Named Insured's Seventieth Birthday" provision for complete details.** Your premium can be changed only if we change it on all policies of this kind in force in the state where the policy was issued.

Please Read This Policy Carefully

This policy is a legal contract between you and us. Please read it carefully. We want you to be pleased with the coverage it provides. To understand your coverage, you must read this policy as a whole.

In this policy, the words *named insured* refer to the person identified on the Policy Schedule. The words *you* or *your* refer only to the named insured. The words *covered person* refer to any person covered under this policy as described on the Policy Schedule. The male pronoun includes the female whenever used. The words *we*, *us* or *our* refer to Colonial Life & Accident Insurance Company.

Your Right To Return This Policy Within 30 Days

If, for any reason, you are not satisfied with this policy, you can return it to us at our home office within 30 days after you receive it. At that time, you should ask us in writing to cancel it. We will consider this policy as if it never existed. Any premium paid will be refunded.

[


Secretary



President and CEO]

Countersigned by _____
Licensed Resident Agent (if required by the state where you live)

This is a limited policy. Please read it carefully.
THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.

If you are eligible for Medicare, review the Guide To Health Insurance for People with Medicare available from the company.

If you should have any questions, need information about your coverage or assistance in resolving complaints, please contact your agent or Colonial Life at 1.800.325.4368. In the event that we fail to provide you with reasonable and adequate service, feel free to contact the Insurance Department.

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201
501-371-2640
1-800-852-5494

POLICY GUIDE

SECTION I - FACE PAGE

SECTION II - POLICY SCHEDULE

SECTION III - YOUR CONTRACT WITH US

SECTION IV - YOUR PREMIUM PAYMENTS

SECTION V - IMPORTANT WORDS IN THIS POLICY

SECTION VI - BENEFITS FOR ACCIDENTAL INJURIES

SECTION VII - HOSPITAL CONFINEMENT

SECTION VIII - DISABILITY

SECTION IX - WHAT IS NOT COVERED BY THIS POLICY

SECTION X - YOUR CLAIM FOR BENEFITS

SECTION XI - OTHER IMPORTANT PROVISIONS

COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

SECTION II - POLICY SCHEDULE

Named Insured: [John Doe] **Policy Number:** [1234567890
E99999999999]

Beneficiary: [Jane B. Doe] **Monthly Premium:** [\$XX.XX]

Policy Coverage
Effective Date: [January 20, 2009] **Type Coverage:** [Off-Job Only] [On And Off Job]

Coverage Level: [Named Insured] [Named Insured and Spouse] [Named Insured and Child(ren)] [Named Insured,
Spouse and Child(ren)]

This policy provides the benefits shown below. In lieu of benefit amounts, some benefits below refer you to the policy provision for details on benefit amounts by saying "See policy for amounts". In other cases, where there is no benefit amount provided in this policy for the spouse or dependent children, the benefit below will say "No Benefit".

BENEFITS FOR ACCIDENTAL INJURIES

Accidental Death	Named Insured	\$25,000
	[Spouse	\$10,000]
	[Child(ren)	\$5,000]
Accidental Death - Common Carrier	Named Insured	\$50,000
	[Spouse	\$20,000]
	[Child(ren)	\$10,000]
Dislocations:	Named Insured	See Policy For Amounts
	[Spouse	No Benefit]
	[Child(ren)	No Benefit]
Fractures:	Named Insured	See Policy For Amounts
	[Spouse	No Benefit]
	[Child(ren)	No Benefit]
Loss Of A Finger/Toe Single Dismemberment	Named Insured	\$750
	[Spouse	\$75]
	[Child(ren)	\$75]
Double Dismemberment	Named Insured	\$1,500
	[Spouse	\$150]
	[Child(ren)	\$150]
Loss Of A Hand/Foot Or Sight Of An Eye Single Dismemberment	Named Insured	\$7,500
	[Spouse	\$750]
	[Child(ren)	\$750]
Double Dismemberment	Named Insured	\$15,000
	[Spouse	\$1,500]
	[Child(ren)	\$1,500]

BENEFITS FOR ACCIDENTAL INJURIES - continued

Doctor's Office or Urgent Care Facility Visit	Named Insured	\$75
	[Spouse	\$75]
	[Child(ren)	\$75]
Emergency Room Visit	Named Insured	\$150
	[Spouse	\$150]
	[Child(ren)	\$150]
X-ray and Other Diagnostic Imaging	Named Insured	\$75
	[Spouse	\$75]
	[Child(ren)	\$75]

BENEFITS FOR ACCIDENTAL INJURIES AND SICKNESS

Hospital Confinement Monthly Amount Up To 3 Months	Named Insured	\$1,200*
	[Spouse	\$1,200]
	[Child(ren)	\$1,200]
Total Disability Monthly Amount First [3] [6]Months	Named Insured	[\$600]*
	[Spouse	No Benefit]
	[Child(ren)	No Benefit]
Monthly Amount Next [9] [6]Months	Named Insured	[\$300]
	[Spouse	No Benefit]
	[Child(ren)	No Benefit]
Accident Elimination Period - [0] Days		
Sickness Elimination Period - [7] Days		
Partial Disability Monthly First 3 Months	Named Insured	[\$300]
	[Spouse	No Benefit]
	[Child(ren)	No Benefit]

*When disability benefits terminate on the named insured at the policy anniversary date on or after you reach age 70, the hospital confinement benefit for the named insured will increase to \$6,000.

SECTION III - YOUR CONTRACT WITH US

Coverage Provided by This Policy

According to the provisions of this policy, we insure any covered person against losses due to injuries received in a covered accident or losses due to a covered sickness.

When making a benefit determination under this policy, we have discretionary authority to determine the covered person's eligibility for the benefits and to interpret the terms and provisions of the policy. All benefit determinations must be reasonable and based on the terms of this policy and the facts and circumstances of each claim.

Entire Contract: Changes

This policy is a legal contract between you and us. We provide the insurance coverage stated, subject to the terms of this policy. We do this in return for your application and your first payment called a *premium*. The premium for this policy is shown on the Policy Schedule.

Whenever we use the word *policy*, we mean the entire contract. The entire contract consists of:

- the policy, including the Policy Schedule;
- the attached copy of the application; and
- any attached riders or endorsements.

Riders and endorsements add provisions or change the terms of the policy. Any changes made to this policy must be attached in writing and signed by one of our executive officers at our home office. No agent or anyone else can change this policy or waive any of its provisions.

Who is Covered By This Policy

If this is a named insured policy as shown on the Policy Schedule, we insure you, the named insured.

If this is a named insured and spouse policy as shown on the Policy Schedule, we insure you and your spouse.

If this is a named insured and child(ren) policy as shown on the Policy Schedule, we insure you and your dependent children.

If this is a named insured, spouse and child(ren) policy as shown on the Policy Schedule, we insure you, your spouse and your dependent children.

Spouse means the person married to you on the day we issue this policy.

Dependent children mean any natural children, step-children, legally adopted children, foster children or children under your charge, care and control who are:

- unmarried;
- chiefly dependent on you or your spouse for support; and
- younger than age 26.

Children born to dependent children of the named insured or the named insured's spouse are not covered under the policy.

Coverage on your newborn children begins from the moment of live birth. If this is a named insured policy or a named insured and spouse policy, this coverage on the newborn will end 90 days later if you do not notify us in writing of the birth and complete the required application form. The first premium for named insured and child(ren) or named insured, spouse and child(ren) coverage is due on the next premium due date after the birth of the newborn.

Coverage on your adopted children begins with the earlier of:

1. the date of placement into your custody for adoption;
2. the moment of birth if the petition for adoption is filed within 60 days after the birth; or
3. the date of filing the petition for adoption if the petition for adoption is filed more than 60 days after the birth.

If this is a named insured policy or a named insured and spouse policy, this coverage on the adopted child will end 90 days later if you do not notify us in writing of the adoption or placement into your custody for adoption and complete the required application form. The first premium for named insured and child(ren) or named insured, spouse and child(ren) coverage is due on the next premium due date after the adoption or placement.

After the effective date of this policy, if any members of your family are added to this policy, including a new spouse or child, you must:

- notify us that you wish to add a person to your coverage;
- complete the required application form; and
- pay any additional premium for him.

Effective Date of This Policy

This policy begins at 12:01 a.m. in the time zone where you live on the policy coverage effective date shown on the Policy Schedule.

SECTION IV - YOUR PREMIUM PAYMENTS

When and Where to Pay Premiums

The premiums for this policy must be paid to us at our home office in advance and when they are due.

The premium due dates are based on:

- the effective date of this policy shown on the Policy Schedule; and
- the premium frequency.

The *premium frequency* is how often the premiums are paid.

Grace Period (If Premiums Are Not Paid When Due)

After the first premium, if the premium is not paid when it is due, it can be paid during the next 31 days. These 31 days are called the *grace period*. During the grace period, this policy will stay in force. If the premium is not paid before the grace period ends, the coverage provided by this policy will terminate at the end of the grace period.

Termination of coverage will not affect any continuous loss which began while this policy was in force. Benefits for continuous loss will be limited to the length of the benefit period and to the payment of the maximum benefit amount.

Refund of Unearned Premium

If this policy terminates because you, the named insured, die, we will refund any premiums you have paid for any period after the monthly anniversary date following termination. The monthly anniversary date occurs each month on the same date as the effective date.

Our Right to Change Premiums

We have the right to change the premium we charge. However, we cannot single anyone out for a rate change. If we make a change, it will be made on all policies of this kind in force in the state where the policy was issued. If we plan to make a change, we will send a notice at least 31 days before we make it. We will not change premiums more than once in a 12-month period.

Unpaid Premium

When a claim is paid under this policy, any premium then due and unpaid may be deducted by us from the claim payment.

Reinstatement (How to Put This Policy Back in Force)

If the premium is not paid by the end of the grace period, this policy will no longer be in force. However, the policy may be put back in force. This is called *reinstatement*. You can ask us or one of our agents about reinstatement. If we accept the premium and do not require a reinstatement application, this policy will be reinstated on the date the premium is paid.

If we do require a reinstatement application at the time we accept the premium, a conditional receipt will be given for the premium. If we approve the reinstatement application, this policy will be reinstated on the date we approve it. If we do not

notify you that we have approved or disapproved the reinstatement application, this policy will be reinstated on the 45th day after the date on the conditional receipt.

The reinstated policy will cover:

- losses due to a covered accident occurring after the reinstatement date; and
- losses due to a covered sickness beginning more than 10 days after the reinstatement date.

We have the right to make changes in this policy before we reinstate it. Any changes will be made in a rider to be attached to the reinstated policy. In every other way, your rights and our rights will be the same.

SECTION V - IMPORTANT WORDS IN THIS POLICY

Accident

Accident means an unintended or unforeseen bodily injury sustained by a covered person, wholly independent of disease, bodily infirmity, illness, infection, or any other abnormal physical condition.

Activities of Daily Living means the following:

1. Dressing - the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn
2. Transferring - the ability to move in or out of a chair or bed
3. Eating - the ability to get nourishment into the body once it has been prepared
4. Preparing meals
5. Toileting - the ability to get on and off the toilet, to maintain a reasonable level of personal hygiene and to care for clothing

Confined or Confinement

Confined or confinement means the assignment to a bed as a resident inpatient in a hospital on the advice of a doctor or, for purposes of the hospital confinement benefit only, confinement in an observation unit within a hospital for a period of no less than 20 continuous hours on the advice of a doctor.

Covered Accident

Covered Accident means an accident which:

- occurs on or after the effective date of this policy;
- occurs while this policy is in force;
- is of a type listed on the Policy Schedule; and
- is not excluded by name or specific description in this policy.

Covered Sickness

Covered Sickness means an illness, infection, disease or any other abnormal physical condition, not caused by an accident, which:

- occurs on or after the effective date of this policy;
- occurs while this policy is in force;
- is of a type listed on the Policy Schedule; and
- is not excluded by name or specific description in this policy.

Covered sickness also includes care for a covered newborn child in a hospital nursery following the birth of the child.

Doctor or Physician

Doctor or Physician means a person who:

- is licensed by the state to practice a healing art; and
- performs services for a covered person which are allowed by his license.

For purposes of this definition, *Doctor or Physician* does not include any covered person or anyone related to any covered person by blood or marriage, a business or professional partner of any covered person, or any person who has a financial affiliation or a business interest with any covered person.

Elimination Period

Elimination period means the period of time during which no benefits are payable, as shown on the Policy Schedule.

Emergency Room

Emergency Room means a specified area within a hospital which is designated for the emergency care of accidental injuries. This area must:

- be staffed and equipped to handle trauma;
- be supervised and provide treatment by doctor; and
- provide care seven days per week, 24 hours per day.

Hospital

Hospital means a place that:

- is run according to law on a full-time basis;
- provides overnight care of injured and sick people;
- is supervised by a doctor;
- has full-time nurses supervised by a registered nurse; and
- has at its locations or uses on a pre-arranged basis: X-ray equipment, a laboratory and an operating room where surgical operations take place.

Notwithstanding the above, a hospital is not:

- a nursing home;
- an extended care facility;
- a skilled nursing facility;
- a rest home or home for the aged;
- a rehabilitation unit;
- a place for alcoholics or drug addicts; or
- an assisted living facility.

Injury

Injury means a wound to a covered person's body that is caused solely by or is the result of a covered accident.

Material and Substantial Duties of Your Job

Material and substantial duties of your job are defined as those job duties which:

- are normally required to perform your regular job; and
- cannot be reasonably modified or omitted.

Performing your job at a particular work site or in a particular building is not a material and substantial duty of your job, provided that your employer will allow you to perform your job at a different worksite or in a different building.

Observation Unit

An *Observation Unit* means a specified area within a hospital, apart from the emergency room, where a patient can be monitored following outpatient surgery or treatment in the emergency room by a doctor and which:

- is under the direct supervision of a doctor or registered nurse;
- is staffed by nurses assigned specifically to that unit; and
- provides care seven days per week, 24 hours per day.

Off-Job Accident

Off-job accident means an accident that occurs while you are not working at any job for pay or benefits.

Off-Job Sickness

Off-job sickness means a sickness that was not caused by or contributed to by your working at any job for pay or benefits.

On-Job Accident

On-job accident means an accident which occurs while you are working at any job for pay or benefits.

On-Job Sickness

On-job sickness means a sickness that was caused by or contributed to by your working at any job for pay or benefits.

Partially Disabled

Partially disabled means:

- you are unable to perform the material and substantial duties of your job for more than 20 hours per week;
- you are able to work at your job or your place of employment for 20 hours or less per week;
- your employer will allow you to return to your job or place of employment for 20 hours or less per week; and
- you are under the regular and appropriate care of a doctor.

Pre-existing Condition

Pre-existing Condition means having a sickness or physical condition for which any covered person was treated, had medical testing, received medical advice or had taken medication within 12 months before the effective date of this policy.

Recurrent Disability

Recurrent disability means becoming disabled, ceasing to be disabled, then becoming disabled again for the same or related conditions. The latter disability will be considered a recurrent disability.

Totally Disabled

Totally disabled means you are:

- unable to perform the material and substantial duties of your job;
- not, in fact, working at any job; and
- under the regular and appropriate care of a doctor.

Under the Regular and Appropriate Care of a Doctor

Under the regular and appropriate care of a doctor means you are being cared for on a regular basis by a doctor and the care you are receiving is appropriate for the condition(s) which disable(s) you.

Urgent Care Facility

Urgent Care Facility means a place other than a doctor's office, hospital or emergency room that provides emergency care and treatment for sick or injured people.

SECTION VI - BENEFITS FOR ACCIDENTAL INJURIES

Accidental Death

We will pay the amount shown on the Policy Schedule if a covered person is injured as the result of a covered accident, and the injury causes the covered person to die within 90 days after the covered accident.

If we pay this benefit, we will not pay the Accidental Death - Common Carrier benefit.

Accidental Death - Common Carrier

We will pay the amount shown on the Policy Schedule if a covered person is injured as the result of a covered accident while a fare paying passenger on a common carrier and the injury causes the covered person to die within 90 days after the accident.

Common carrier means: commercial airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered vehicles are not common carriers.

If we pay this benefit, we will not pay the Accidental Death benefit.

Dislocation (Separated Joint)

We will pay this benefit if you, the named insured, incur charges for and receive a dislocation as the result of a covered accident. The dislocation benefit is not available for your spouse or dependent children.

A dislocation is a completely separated joint. It must be diagnosed as a dislocation by a doctor within 90 days after the covered accident. The dislocation must require correction with anesthesia by a doctor. It can be corrected by open (surgical) or closed (non-surgical) reduction. After all of these things occur, we will pay the applicable amount listed below for the joint involved.

If you receive more than one dislocation in a covered accident, and you require open or closed reduction, we will pay for all dislocations. However, we will pay no more than one and one half the amount for the joint involved which has the highest benefit amount.

If the dislocation requires reduction without anesthesia by a doctor, we will pay 25 percent of the amount listed below for a closed reduction of the joint involved.

If a doctor diagnoses the dislocation as an incomplete dislocation, we will pay 25 percent of the amount listed below for a closed reduction of the joint involved. An incomplete dislocation is a dislocation in which the joint is not completely separated.

If you receive a fracture and a dislocation in the same covered accident, we will pay for both. However, we will pay no more than one and one half times the amount for the bone or joint involved which has the highest benefit amount.

We will pay this benefit only for the first dislocation of a joint after the policy effective date. Subsequent dislocations of the same joint after the effective date will not be covered.

Joint	Closed Reduction	Open Reduction
Hip	\$ 1,350.00	\$ 2,025.00
Knee (except Patella)	\$ 975.00	\$ 1,462.50
Collarbone (Sternoclavicular)	\$ 750.00	\$ 1,125.00
Shoulder (Glenohumeral)	\$ 750.00	\$ 1,125.00
Collarbone (Acromioclavicular and separation)	\$ 675.00	\$ 1,012.50
Ankle - Bone or Bones of the Foot (other than Toes)	\$ 600.00	\$ 900.00
Bone or Bones of the Hand (other than Fingers)	\$ 525.00	\$ 787.50
Lower Jaw	\$ 450.00	\$ 675.00
Wrist	\$ 375.00	\$ 562.50
Elbow	\$ 300.00	\$ 450.00
One Toe or Finger	\$ 120.00	\$ 180.00

Fracture (Broken Bone)

We will pay this benefit if you, the named insured, incur charges for and receive a fracture as the result of a covered accident. The fracture benefit is not available for your spouse or dependent children.

A fracture is a break in a bone which can be seen by X-ray. It must be diagnosed as a fracture by a doctor within 90 days after the covered accident. The fracture must require open (surgical) or closed (non-surgical) reduction by a doctor. After all of these things occur we will pay the applicable amount listed below for the bone involved.

If you receive more than one fracture in a covered accident, and you require open or closed reduction, we will pay for all fractures. However, we will pay no more than one and one half times the amount listed below for the bone involved which has the highest benefit amount.

If a doctor diagnoses the fracture as a chip fracture, we will pay 25 percent of the applicable amount listed below for the closed reduction for the bone involved. A chip fracture is a fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

If you receive a fracture and a dislocation in the same covered accident, we will pay for both. However, we will pay no more than one and one half times the amount for the bone or joint involved which has the highest benefit amount.

Bone	Closed Reduction	Open Reduction
Hip, Thigh (Femur)	\$ 1,500.00	\$ 2,250.00
Vertebrae, Body of (excluding Vertebral Processes)	\$ 1,350.00	\$ 2,025.00

Pelvis (includes Ilium, Ischium, Pubis, Acetabulum except Coccyx)	\$ 1,200.00	\$ 1,800.00
Skull (except Bones of Face or Nose) Depressed Skull Fracture	\$ 1,125.00	\$ 1,687.50
Leg (Tibia and/or Fibula Malleolus)	\$ 900.00	\$ 1,350.00
Foot (except Toes), Ankle, Kneecap (Patella)	\$ 750.00	\$ 1,125.00
Forearm (Radius and/or Ulna), Hand, Wrist (except Fingers)	\$ 750.00	\$ 1,125.00
Lower Jaw, Mandible (except Alveolar Process)	\$ 600.00	\$ 900.00
Shoulder Blade (Scapula), Collarbone (Clavicle, Sternum)	\$ 600.00	\$ 900.00
Skull (except Bones of Face or Nose) Simple Non-depressed Skull fracture	\$ 525.00	\$ 787.50
Upper Arm between Elbow and Shoulder (Humerus)	\$ 525.00	\$ 787.50
Upper Jaw, Maxilla (except Alveolar Process)	\$ 525.00	\$ 787.50
Bones of Face or Nose (except Mandible or Maxilla)	\$ 450.00	\$ 675.00
Vertebral Processes	\$ 300.00	\$ 450.00
Coccyx, Rib, Finger, Toe	\$ 120.00	\$ 180.00

Loss of Finger or Toe

We will pay the amount shown on the Policy Schedule if a covered person is injured in a covered accident, the injury causes one of the losses listed below and the loss occurs within 90 days after the covered accident.

Single Dismemberment

We will pay this benefit for the loss of:

- one finger; or
- one toe.

Double Dismemberment

We will pay this benefit for the loss of:

- two or more fingers; or
- two or more toes; or
- any combination of two or more listed above.

Loss of a finger means that the finger is cut off at the joint proximate to the first interphalangeal joint where it is attached to the hand. *Loss of a toe* means that the toe is cut off at the joint proximate to the first interphalangeal joint where it is attached to the foot.

If the covered person loses a finger or toe and later loses a hand or foot within 90 days on the same side of the body as the result of the same covered accident, we will subtract the amount we paid for that loss of a finger or toe from the benefit we pay for the loss of a hand or foot.

Loss of a Hand, Foot or Sight of an Eye

We will pay the amount shown on the Policy Schedule if a covered person is injured in a covered accident, the injury causes one of the losses listed below and the loss occurs within 90 days after the covered accident.

Single Dismemberment

We will pay this benefit for the loss of:

- one hand; or
- one foot; or
- sight of one eye.

Double Dismemberment

We will pay this benefit for the loss of:

- both hands; or
- both feet; or
- the sight of both eyes; or
- any combination of two or more listed above.

Loss of a hand means that the hand is cut off through or above the wrist joint or the use of the hand is permanently lost. *Loss of a foot* means that the foot is cut off through or above the ankle joint or the use of the foot is permanently lost. *Loss of sight of an eye* means that at least 80 percent of vision is permanently lost.

Doctor's Office or Urgent Care Facility Visit

We will pay the amount shown on the Policy Schedule if any covered person incurs charges for and receives treatment and/or advice by a doctor in a doctor's office or urgent care facility for injuries as the result of a covered accident. The treatment must be within 60 days of the covered accident and while this policy is in force. The services provided must be the result of a covered accident and not for routine examinations or preventive testing.

We will pay this amount once per covered accident.

Emergency Room Visit

We will pay the amount shown on the Policy Schedule if any covered person incurs charges for and receives treatment and/or advice by a doctor in an emergency room as the result of a covered accident. Treatment due to a covered accident must be received within 72 hours following the accident and while this policy is in force.

We will pay this amount once per covered accident.

X-ray and Other Diagnostic Imaging

We will pay the amount shown on the Policy Schedule if any covered person incurs charges for and receives X-rays or other diagnostic imaging tests as a result of a covered accident while this policy is in force.

We will pay this amount once per covered accident.

SECTION VII - HOSPITAL CONFINEMENT

Hospital Confinement

We will pay the amount shown on the Policy Schedule if a covered person incurs charges for and is confined in a hospital, as the result of injuries received in a covered accident or as the result of a covered sickness. The confinement must begin while this policy is in force.

The covered person must become confined in a hospital, within six months after the covered accident or covered sickness. We will pay benefits for only one hospital confinement at a time even it is caused by more than one covered accident or covered sickness.

We will pay the monthly amount shown on the Policy Schedule for up to 3 months per covered accident or covered sickness. If benefits are payable for less than a full month, we will pay benefits in a daily amount. The *daily amount* is 1/30th of the monthly amount shown on the Policy Schedule.

If any covered person is confined in a hospital, and is confined again within 90 days for the same covered accident or covered sickness or for a related condition, we will treat this confinement as a continuation of the prior confinement. If more than 90 days have passed between the periods of hospital confinement, we will treat this confinement as a new confinement.

We will not pay this benefit for:

- emergency room treatment;
- for outpatient treatment; or
- confinement of less than 20 hours to an observation unit.

Hospital Confinement After The Named Insured's Seventieth Birthday

When the Total Disability benefit ends because the named insured has reached the policy anniversary date on or after he attains age 70, the Hospital Confinement benefit amount for the named insured will increase as stated on the Policy Schedule. The benefit amount for the spouse and dependent children, if covered, will not change.

SECTION VIII - DISABILITY

Total Disability Benefit

We will pay the amount shown on the Policy Schedule if you, the named insured, become totally disabled by a covered accident or by a covered sickness. The disability benefit is not available for your spouse or dependent children.

If you are disabled longer than the elimination period shown on the Policy Schedule, we will pay the Total Disability benefit for as long as this coverage is in force and you remain totally disabled up to the benefit period and in the amount shown on the Policy Schedule, except as described in the Geographical Limitations provision. If benefits are payable for less than a full month, we will pay benefits in a daily amount. The *daily amount* is 1/30th of the monthly amount shown on the Policy Schedule.

If you do not have a job when you become totally disabled, we will pay the total disability benefit only as long as you are kept at home and cannot perform two of five *Activities of Daily Living* and are *Under the Regular and Appropriate Care of a Doctor*. *At home* means in your house or yard. However, you can follow your doctor's orders even if it means leaving home.

If you become disabled because of a pre-existing condition, we will not pay for any disability period if it begins during the first 12 months the policy is in force.

Partial Disability Benefit

If you, the named insured, become partially disabled as a result of a covered accident or a covered sickness, we will pay up to the benefit period and in the amount shown for a partial disability on the Policy Schedule except as described in the Geographical Limitations provision, for as long as this coverage is in force and you remain partially disabled, subject to the following conditions:

- the total disability benefit must have been paid for at least one full month immediately prior to your being partially disabled; and
- for a given period of disability, you may receive either a partial disability benefit or a total disability benefit, but not both.

The partial disability benefit is not available for your spouse or dependent children.

Recurrent Disability

A recurrent disability will be treated as:

- a continuation of the previous disability, not a new disability, if you have returned to work for less than six months.
- a new disability, if you have returned to work for six months or more, working at least the same number of hours you were working before the previous disability began.
- a new disability, if you did not have a job before the previous disability began and you have ceased to be disabled for six months or more.
- a continuation of the previous disability for any circumstances not specifically listed above.

A new disability is subject to a new elimination period, and a new benefit period applies. A disability that is considered a continuation of a previous disability is not subject to a new elimination period, and a new benefit period does not apply.

Any recurrent disability caused by a pre-existing condition will not be covered if it is treated as a continuation of the previous disability.

Concurrent or Subsequent Disability

During any period in which you, the named insured, are disabled due to more than one condition, whether the conditions are related or unrelated, benefits will be paid as if you are disabled due to only one condition. In no event will your being disabled due to more than one condition extend the benefit period beyond the benefit period shown on the Policy Schedule. Separate periods of disability resulting from unrelated conditions are considered a continuation of the previous disability, not a new disability, unless:

- they are separated by a minimum of [1] [5] [7] [10] [14] calendar days;
- during such time you returned to work performing the material and substantial duties of your job; and
- during such time you are no longer qualified to receive total or partial disability benefits.

Total Disability After The Named Insured's Seventieth Birthday

The Total Disability benefit will end on the policy anniversary date on or after your seventieth birthday. When this benefit ends, it will not have a bearing on an injury or sickness occurring before then. When this benefit ends, the Hospital Confinement benefit will increase as stated in the Hospital Confinement After The Named Insured's Seventieth Birthday provision.

Geographical Limitations

If you become totally disabled as the result of a covered accident or a covered sickness while you are outside the covered geographical areas and you are totally disabled longer than the elimination period shown on the Policy Schedule, your maximum benefit period for total disability and partial disability combined while outside the covered geographical areas will be limited to 60 days. *Covered geographical areas* are less than 40 miles outside the territorial limits of the United States, Canada, Mexico, Puerto Rico, the Bahama Islands, the Virgin Islands, Bermuda, or Jamaica.

After the 60-day period, benefits will not be paid until you return to the covered geographical areas.

If you are still totally or partially disabled as defined in this policy when you return from outside the covered geographical areas, we will determine your remaining applicable benefit period by subtracting the time period for which we have already paid you benefits from the benefit period shown on the Policy Schedule. We will pay the monthly benefit amount shown on the Policy Schedule for up to the remaining applicable benefit period.

Waiver of Premium

After you have been totally disabled or qualified for partial disability benefits as the result of a covered accident or a covered sickness for more than 90 consecutive days while this policy is in effect, or after the elimination period shown on the Policy Schedule, whichever is greater, we will waive the premium beginning on the next premium due date for the policy and any attached riders(s) for as long as you remain disabled, up to the benefit period shown on the Policy Schedule. You must pay all premiums to keep the policy and any attached rider(s) in force until you have been totally disabled or qualified for partial disability benefits for 90 consecutive days while this policy is in effect, or for the elimination period shown on the Policy Schedule, whichever is greater.

You must send us written notice as soon as you are no longer disabled. We will assume that you are no longer disabled if:

- you do not send us satisfactory proof of loss when we request it; or
- you notify us that you are no longer disabled.

You must pay all premiums to keep the policy and any attached rider(s) in force beginning with the first premium due date after you are no longer disabled or after the expiration of the benefit period shown on the Policy Schedule, whichever occurs first.

The Waiver of Premium Benefit does not apply to any period that you are totally or partially disabled due to an accident or sickness which is excluded by specific name or specific description in this policy.

There is no limit to the number of times you can receive the Waiver of Premium benefit. The Waiver of Premium benefit is not available for your spouse or your dependent children.

SECTION IX - WHAT IS NOT COVERED BY THIS POLICY

We will not pay benefits for injuries received in accidents or sicknesses which are caused by or are the result of any covered person's:

Alcoholism or Drug Addiction

Addiction to alcohol or drugs, except for drugs taken as prescribed by his doctor.

Flying

Operating, learning to operate, serving as a crew member of or jumping, parachuting, or falling from any aircraft or hot air balloon, including those which are not motor-driven.

Hazardous Avocations

Engaging in hang-gliding, bungee jumping, parachuting, sailgliding, parasailing, parakiting or any similar activities.

Felonies or Illegal Occupations

Committing or attempting to commit a felony or engaging in an illegal occupation.

Pre-existing Conditions

Having a pre-existing condition as defined and limited by this policy.

Psychiatric or Psychological Condition

Having a psychiatric or psychological condition including neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder of any kind. However, Alzheimer's Disease and other organic senile dementias are covered under this policy.

Racing

Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.

Semi-Professional or Professional Sports

Practicing for or participating in any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.

Suicide or Injuries Which Any Covered Person Intentionally Does to Himself

Committing or trying to commit suicide or his injuring himself intentionally, whether he is sane or not.

War or Armed Conflict

Being exposed to war or any act of war, declared or undeclared, or serving in the armed forces of any country or authority.

Birth Limitation

We will not pay benefits due to any covered person giving birth within the first nine (9) months after the effective date of this policy as a result of a normal pregnancy, including Cesarean. Complications of pregnancy will be covered to the same extent as any other covered sickness.

SECTION X - YOUR CLAIM FOR BENEFITS**Notice of Claim**

You must give us written notice of a claim within 30 days after the covered loss begins or as soon as it is reasonably possible. Notice given by you or on your behalf to our home office or one of our authorized agents with the information sufficient to identify you shall be accepted.

Claim Forms

After the giving of such notice, we will send you a claim form. If you do not receive the claim form within 15 days after you notify us of your loss, you shall be deemed as having complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proof of loss, written proof meeting the requirements of the Proof of Loss section below.

Proof of Loss

You must send satisfactory written proof of loss to our home office within 90 days after the end of a period of loss for which we owe you benefits. Written proof of loss, provided at your expense and in English or Spanish, is the information that we deem necessary to determine whether benefits are payable and the amount of benefits payable. Proof of loss requirements include but are not limited to one or more of the following: an attending doctor's statement, a doctor's bill or a hospital bill. In addition, for a disability claim, written proof of loss must show:

- your employer's statement verifying your last day of work, job title, duties and the number of hours you were working per week; and
- your attending doctor's statement verifying dates of disability, dates of treatment, diagnosis, and restrictions and limitations preventing you from performing your job.

Any additional proof that we require, such as medical records, will be at our expense. We also reserve the right to have you interviewed by an authorized company representative.

If you are self-employed when you become totally disabled, we will require that you provide a valid business license and/or filed federal tax returns as proof you are self-employed. We also reserve the right to require verification of any such information that you provide.

We can require written proof of loss at reasonable periods for a continuing disability covered by this policy. However, you must give us proof no later than 90 days after the end of a period of loss for which we owe you benefits. If you are not able to give us written proof of loss within 90 days, it will not have a bearing on your claim if proof is given to us as soon as it is reasonably possible. In any event, proof must be given no later than one year from the time stated unless you are legally unable to do so.

Time of Payment of Claim

After we receive written proof of loss and process your claim, we will immediately pay any benefits due. Subject to due written proof of loss, all accrued benefits for loss for which this policy provides periodic payments will be paid monthly, and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

Payment of Claim

Benefits will be paid to you unless we receive a written authorization to pay them elsewhere, such as to a hospital or a doctor's office. This is called *assignment*.

If we still owe you benefits at your death, we will pay them to your estate.

If benefits are payable to your estate, we can pay benefits up to \$1,000 to someone related to you by blood or marriage who we feel is fairly entitled to them. If we do this, we will have no responsibility for this payment because we made it in good faith.

Change of Beneficiary

Unless you make an irrevocable designation of beneficiary, the right to change the beneficiary is reserved to you, and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy, or to any change of beneficiary or beneficiaries, or to any other changes in this policy.

Questions Concerning Your Claim

If you have questions concerning your claim, you can call us at our home office. We are open Monday through Friday from 8:30 a.m. until 5:00 p.m. Eastern Standard Time.

Physical Exam and Autopsy

We can require that a doctor examine you as often as reasonably necessary while your claim is pending. We can also require an autopsy in the event of your death in those states where this is allowed. Either or both of these will be done at our expense.

Legal Action

We cannot be sued for benefits under this policy:

- until 60 days after we are sent written proof of loss; or
- more than three years after the time has passed in which we require written proof of loss.

SECTION XI - OTHER IMPORTANT PROVISIONS

Time Limits on Certain Defenses

We rely on the statements made by you in the application to issue this policy and pay benefits.

After this policy has been in force for two years, we cannot contest it or refuse to pay benefits due to any untrue statement in the application unless a fraudulent statement was made.

Contest means that we question the validity of coverage under this policy through a letter to you. This contest is effective on the date we mail the letter and refund the premium.

After this policy has been in force for 12 months from the effective date of this policy, we will pay benefits for any pre-existing condition not excluded by name or specific description if the covered loss began 12 months after the effective date and the elimination period has been satisfied.

Your Right to Continue Coverage

We guarantee that you can keep this policy in force as long as the premiums are paid when due. They can be paid:

- anytime before they are due; or
- within the grace period.

Error in Age

If any covered person's age was stated incorrectly in the application, all amounts payable under this policy will be such as the premium paid would have purchased at the correct age. If, based on his correct age, we would not have issued this policy, then we will refund the premiums paid.

Transfer of Rights

You can assign any rights you have under this policy. However, no assignment is binding on us until we receive a copy of it. We are not responsible for the validity of any assignment.

State Laws

Any provision of this policy that, on the effective date, does not agree with state laws where you live will be amended to conform to the minimum requirements of those laws.

When Coverage Ends on Your Spouse and Your Children

If your spouse is covered under this policy, coverage on your spouse will end:

- if this policy terminates;
- if the premiums are not paid for your spouse when they are due or within the grace period;
- on the date the next premium is due after you ask us to end your spouse's coverage;
- after you divorce your spouse; or
- after your spouse dies.

If your dependent children are covered under this policy, coverage on your children insured by this policy will end:

- if this policy terminates;
- if you do not pay the premiums for your children when they are due or within the grace period;
- on the date the next premium is due after you ask us to end your children's coverage; or
- if you die and your spouse is not covered under this policy.

Coverage will end on each child when he no longer qualifies as a dependent child as defined in this policy. It is your responsibility to notify us if any dependent child no longer qualifies as an eligible dependent. If all of your dependent children no longer qualify as eligible dependents and you do not notify us, the extent of our liability will be to refund premium for the time period for which they did not qualify. Coverage will not end on a covered child who reaches age 26 if that child is and continues to be unable to support himself because of mental retardation or physical handicap and is chiefly dependent on you or your spouse for support. If we require proof of mental retardation or physical handicap, we will request it no more often than annually. However, you must continue to pay the premiums for dependent child coverage to keep his coverage in force.

Your Spouse's Right to Continue Coverage

If your spouse is covered under this policy and you die, your spouse can keep this policy. Your spouse must notify us in writing within 60 days after your death to continue coverage and begin paying premiums for his policy.

If your spouse is covered under this policy and you divorce your spouse while this policy is in force, he can take out a policy equivalent to the coverage he had while covered under this policy without providing evidence of insurability to us. Your spouse must ask us in writing to continue his coverage and begin paying the correct premiums within 60 days after your divorce. If your spouse had any special exclusions under this policy, the same ones will apply when he becomes the named insured. If any benefit that has a limit has already been paid on your spouse, it will not be paid for him again when he becomes the named insured.

Your Child's Right to Continue Coverage

If your child no longer qualifies as a dependent child as defined in this policy, he can take out his own policy equivalent to the coverage he had while covered under this policy, without providing evidence of insurability to us.

Your child must notify us in writing to continue his coverage and begin paying the correct premiums within 60 days after he no longer qualifies as a dependent child. If your child had any special exclusions under this policy, the same ones will apply when he becomes the named insured. If any benefit that has a limit has already been paid on your child, it will not be paid for him again when he becomes the named insured.

SERFF Tracking Number: UNUM-126155963 *State:* Arkansas
Filing Company: Colonial Life & Accident Insurance Company *State Tracking Number:* 42393
Company Tracking Number: ED-DIS1.0-AR
TOI: H111 Individual Health - Disability Income *Sub-TOI:* H111.006 Short Term - Related to marketing with
employer or association groups

Product Name: Individual Disability Income
Project Name/Number: ED-DIS1.0/ED-DIS1.0

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: UNUM-126155963 State: Arkansas
Filing Company: Colonial Life & Accident Insurance Company State Tracking Number: 42393
Company Tracking Number: ED-DIS1.0-AR
TOI: H111 Individual Health - Disability Income Sub-TOI: H111.006 Short Term - Related to marketing with employer or association groups
Product Name: Individual Disability Income
Project Name/Number: ED-DIS1.0/ED-DIS1.0

Supporting Document Schedules

Satisfied -Name: Flesch Certification	Review Status: Approved-Closed	05/20/2009
Comments: Readability certification		
Attachment: Readability.pdf		
Bypassed -Name: Application	Review Status: Approved-Closed	05/20/2009
Bypass Reason: Using previously approved application AcchHth-AR, approved by your department on 04/07/2005.		
Comments:		
Satisfied -Name: Outline of Coverage	Review Status: Approved-Closed	05/20/2009
Comments: Outline of Coveraage		
Attachment: ED-DIS1.0-O-AR - 71881.pdf		
Satisfied -Name: Submission letter	Review Status: Approved-Closed	05/20/2009
Comments: Submission letter		
Attachment: Submission Letter-AR.pdf		

READABILITY COMPLIANCE CERTIFICATION

<u>Form No.</u>	<u>Flesch Score</u>
ED-DIS1.0-AR	50.3
ED-DIS1.0-O – AR	50.9

*I hereby certify that the Flesch reading ease score of the above policy forms are as stated above.

DATE 5/18/2009



Cathy Brooks
Sr. Compliance Contract Consultant
Colonial Life & Accident Insurance Co.
Post Office Box 1365
Columbia, South Carolina 29202

COLONIAL LIFE & ACCIDENT INSURANCE COMPANY
 1200 Colonial Life Boulevard, P.O. Box 1365 Columbia, South Carolina 29202
 1.800.325.4368 - www.coloniallife.com

DISABILITY INCOME INSURANCE COVERAGE
OUTLINE OF COVERAGE (Applicable to Policy Form ED-DIS1.0-AR)
PRE-EXISTING CONDITIONS - PLEASE READ CAREFULLY

If you received treatment, testing, or advice or had taken medication for a sickness or physical condition within twelve months before the effective date of this policy, we will not pay benefits for a disability resulting from the same sickness or physical condition if such disability begins during the first twelve months after the effective date of the policy.

THE POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the Company.

Please Read The Policy Carefully. This outline provides a very brief description of the important features of the policy. This is not an insurance contract and only the actual policy provisions will control. The policy sets forth in detail the rights and obligations of both you and us. It is, therefore, important to READ THE POLICY CAREFULLY.

Renewability. The policy is guaranteed renewable for life as long as premiums are paid when they are due or within the grace period. **However, the disability benefit provided by the policy terminates on the policy anniversary date on or after you attain age 70.** See the provision titled "Total Disability After the Named Insured's Seventieth Birthday" for details. The premium can be changed only if we change it on all policies of this kind in force in the state where the policy was issued.

Coverage Provided by The Policy. The policy is designed to provide, to covered persons, benefits for losses due to a covered sickness and losses resulting from injuries received from a covered accident, subject to any limitations or exclusions. It does not provide coverage for basic hospital, basic medical-surgical or major medical expenses.

BENEFITS FOR ACCIDENTAL INJURIES - We will pay these benefits for any covered person who receives injuries as the result of a covered accident:

Accidental Death Named Insured \$25,000 Spouse, if covered \$10,000 Dependent Children, if covered \$5,000

Benefit payable if a covered person is injured in a covered accident and the injury causes the insured to die within 90 days after the accident. If we pay this benefit, we will not pay the Accidental Death-Common Carrier benefit.

Accidental Death - Common Carrier Named Insured \$50,000
Spouse, if covered \$20,000
Dependent Children, if covered \$10,000

Benefit payable if a covered person is injured while a fare-paying passenger on a common carrier and the injury causes the insured to die within 90 days after the accident. Common Carrier means commercial airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered vehicles are not common carriers. If we pay this benefit, we will not pay the Accidental Death benefit.

Dislocation (Separated Joint) - Benefit not payable for spouse or children

Joint	Closed Reduction	Open Reduction
Hip	\$ 1,350.00	\$ 2,025.00
Knee (except Patella)	\$ 975.00	\$ 1,462.50
Collarbone (Sternoclavicular)	\$ 750.00	\$ 1,125.00
Shoulder (Glenohumeral)	\$ 750.00	\$ 1,125.00
Collarbone (Acromioclavicular and separation)	\$ 675.00	\$ 1,012.50
Ankle - Bone or Bones of the Foot (other than Toes)	\$ 600.00	\$ 900.00
Bone or Bones of the Hand (other than Fingers)	\$ 525.00	\$ 787.50
Lower Jaw	\$ 450.00	\$ 675.00
Wrist	\$ 375.00	\$ 562.50
Elbow	\$ 300.00	\$ 450.00
One Toe or Finger	\$ 120.00	\$ 180.00

Must be diagnosed by a doctor as a dislocation within 90 days after the accident; reduction must require correction with anesthesia by a doctor; reduction without anesthesia will pay 25 percent of amount shown above for closed reduction.

Benefit payable for more than one dislocation (requiring open or closed reduction) is no more than one and one half times the amount for the joint involved which has the highest benefit amount. Benefit payable for incomplete dislocation is 25 percent of amount shown for closed reduction. Benefit payable for a fracture and a dislocation in the same accident is no more than one and one half times the amount for the bone or joint involved which has the highest benefit amount. Benefit payable only for the first dislocation of a joint after the effective date. Subsequent dislocations of the same joint after the effective date will not be covered.

Fracture (Broken Bone) - Benefit not payable for spouse or children

Bone	Closed Reduction	Open Reduction
Hip, Thigh (Femur)	\$ 1,500.00	\$ 2,250.00
Vertebrae, Body of (excluding Vertebral Processes)	\$ 1,350.00	\$ 2,025.00
Pelvis (includes Ilium, Ischium, Pubis, Acetabulum except Coccyx)	\$ 1,200.00	\$ 1,800.00
Skull (except Bones of Face or Nose) Depressed Skull Fracture	\$ 1,125.00	\$ 1,687.50
Leg (Tibia and/or Fibula Malleolus)	\$ 900.00	\$ 1,350.00
Foot (except Toes), Ankle, Kneecap (Patella)	\$ 750.00	\$ 1,125.00
Forearm (Radius and/or Ulna), Hand, Wrist (except Fingers)	\$ 750.00	\$ 1,125.00
Lower Jaw, Mandible (except Alveolar Process)	\$ 600.00	\$ 900.00
Shoulder Blade (Scapula), Collarbone (Clavicle, Sternum)	\$ 600.00	\$ 900.00
Skull (except Bones of Face or Nose) Simple Non-depressed Skull fracture	\$ 525.00	\$ 787.50
Upper Arm between Elbow and Shoulder (Humerus)	\$ 525.00	\$ 787.50
Upper Jaw, Maxilla (except Alveolar Process)	\$ 525.00	\$ 787.50
Bones of Face or Nose (except Mandible or Maxilla)	\$ 450.00	\$ 675.00
Vertebral Processes	\$ 300.00	\$ 450.00
Coccyx, Rib, Finger, Toe	\$ 120.00	\$ 180.00

Must be diagnosed by a doctor within 90 days after the covered accident. Benefit payable for more than one fracture (open or closed reduction) is no more than one and one half times the amount for the bone involved which has the highest benefit amount. Benefit payable for a chip fracture is 25 percent of the amount shown for closed reduction for the bone involved. Benefit payable for a fracture and a dislocation in the same covered accident is no more than one and one half times the amount for the bone or joint involved which has the highest benefit amount.

Loss of a Finger or Toe	Named Insured	Spouse, if covered	Dependent Children, if covered
Single Dismemberment	\$750	\$75	\$75
Double Dismemberment	\$1,500	\$150	\$150

Single Dismemberment means loss of one finger or one toe. *Double Dismemberment* means the loss of two or more fingers, two or more toes, or any combination of two or more listed above. *Loss of a finger* means that the finger is cut off at the joint proximate to the first interphalangeal joint where it is attached to the hand. *Loss of a toe* means that the toe is cut off at the joint proximate to the first interphalangeal joint where it is attached to the foot.

Benefit payable if a covered person loses a finger or toe within 90 days after the covered accident.

If the covered person loses a finger or toe and later loses a hand or foot on the same side of the body as a result of the same covered accident, the amount paid for the loss of a finger or toe benefit will be subtracted from the amount paid for the loss of a hand or foot.

Loss of a Hand, Foot, or Sight of an Eye	Named Insured	Spouse, if covered	Dependent Children, if covered
Single Dismemberment	\$7,500	\$750	\$750
Double Dismemberment	\$15,000	\$1,500	\$1,500

Loss of a hand means that the hand is cut off through or above the wrist joint or the use of the hand is permanently lost. *Loss of a foot* means that the foot is cut off through or above the ankle joint or the use of the foot is permanently lost. *Loss of sight of an eye* means that at least 80 percent of vision is permanently lost.

Doctor's Office or Urgent Care Facility Visit \$75

We will pay this benefit if any covered person incurs charges for and receives treatment and/or advice by a doctor in a doctor's office or urgent care facility for injuries as the result of a covered accident. The treatment must be within 60 days of the covered accident and while the policy is in force. The services provided must be the result of a covered accident and not for routine examinations or preventive testing.

We will pay this amount once per covered accident.

Emergency Room Visit \$150

We will pay if any covered person incurs charges for and receives treatment and/or advice by a doctor in an emergency room as the result of a covered accident. Treatment due to a covered accident must be received within 72 hours following the accident and while the policy is in force.

We will pay this amount once per covered accident.

X-ray and Other Diagnostic Imaging \$75

We will pay if any covered person incurs charges for and receives X-rays or other diagnostic imaging tests as a result of a covered accident while the policy is in force.

We will pay this amount once per covered accident.

BENEFITS FOR SICKNESS & ACCIDENTAL INJURIES**Hospital Confinement Benefit \$1,200 per month**

Benefit payable when any covered person is confined in a hospital, hospital intensive care unit or a hospital sub-acute intensive care unit as the result of injuries received in a covered accident or as the result of a covered sickness while the policy is in force.

Confinement must begin within six months after the covered accident or covered sickness. We will pay this benefit once per hospital

confinement, even if confinement is caused by more than one covered accident or covered sickness. If the covered person is confined and is discharged and he is confined again for the same or related condition within 90 days, we will treat this confinement as a continuation of the previous confinement. If more than 90 days have passed between the periods of hospital confinement, we will treat this confinement as a new and separate confinement. We will not pay this benefit for: emergency room treatment, outpatient treatment; or confinement of less than 20 hours to an observation unit. We will pay the monthly amount for up to 3 months per covered accident or covered sickness. If benefits are payable for less than a full month, we will pay benefits in a daily amount. The *daily amount* is 1/30th of the monthly amount shown on the Policy Schedule.

Hospital Confinement after the Named Insured's Seventieth Birthday \$6,000 per month

When the Total Disability benefit ends on the policy anniversary date on or after the named insured reaches age 70, the Hospital Confinement benefit will increase as stated above for the named insured. The hospital confinement benefit for the spouse and dependent children, if covered, will not change.

BENEFITS FOR DISABILITY - COVERAGE FOR NAMED INSURED ONLY

Total Disability Benefit: Payable if the named insured becomes totally disabled due to a covered accident or covered sickness. If the named insured is disabled longer than the elimination period shown on the Policy Schedule we will pay the Total Disability benefit for as long as this coverage is in force and he remains totally disabled up to the benefit period and in the amount shown on the Policy Schedule, except as described in the Geographical Limitations provision. If the named insured does not have a job when he becomes totally disabled, we will pay the disability benefit only as long as he is kept at home and cannot perform two of the five *Activities of Daily living* and is *Under the Regular and Appropriate Care of a Doctor*. *At home* means in his house or yard; however, he can follow his doctor's orders even if it means leaving home. If the named insured becomes disabled due to a pre-existing condition, we will not pay for any disability period if it begins during the first 12 months the policy is in force.

Partial Disability Benefit: Payable for up to 3 months if the named insured becomes partially disabled as a result of a covered accident or a covered sickness except as described in the Geographical Limitations provision. In order to receive partial disability benefits, the total disability benefit must have been paid for at least one full month immediately prior to your being partially disabled. For a given period of disability, you may receive either a partial disability benefit or a total disability benefit, but not both.

Recurrent Disability: A recurrent disability will be treated as:

- a continuation of the previous disability, not a new disability, if the named insured has returned to work for less than six months.
- a new disability, if the named insured has returned to work for six months or more, working at least the same number of hours he was working before the previous disability began.
- a new disability, if the named insured did not have a job before the previous disability began and you have ceased to be disabled for six months or more.
- a continuation of the previous disability for any circumstances not specifically listed above.

A new disability is subject to a new elimination period, and a new benefit period applies. A disability that is considered a continuation of a previous disability is not subject to a new elimination period, and a new benefit period does not apply.

Any recurrent disability caused by a pre-existing condition will not be covered if it is treated as a continuation of the previous disability. If the named insured becomes disabled because of a pre-existing condition, we will not pay for any disability period if it begins during the first 12 months the policy is in force.

Concurrent or Subsequent Disability: During any period in which the named insured is disabled due to more than one condition, whether the conditions are related or unrelated, benefits will be paid as if he is disabled due to only one condition. In no event will the named insured's being disabled due to more than one condition extend the benefit period beyond the benefit period shown on the Policy Schedule. Separate periods of disability resulting from unrelated conditions are considered a continuation of the previous disability, not a new disability, unless they are separated by a minimum of [1] [5] [7] [10] [14] calendar days during such time the named insured returned to work performing the material and substantial duties of his job and during such time he is no longer qualified to receive total or partial disability benefits.

Total Disability After the Named Insured's Seventieth Birthday: This Total Disability benefit will end on the next policy anniversary date on or after the named insured's 70th birthday. Coverage ending on the policy anniversary date on or after he attains age 70 will not affect any disability that began while the policy was in force. When this benefit ends, the Hospital Confinement benefit will increase as stated in the Hospital Confinement After the Named Insured's Seventieth Birthday provision.

Geographical Limitations: If the named insured becomes totally disabled as the result of a covered accident or a covered sickness while outside the covered geographical areas and is totally disabled longer than the elimination period shown on the Policy Schedule, the maximum benefit period for total disability and partial disability combined while outside the covered geographical areas will be limited to 60 days. Covered geographical areas are less than 40 miles outside the territorial limits of the United States, Canada, Mexico, Puerto Rico, the Bahama Islands, the Virgin Islands, Bermuda or Jamaica. After the 60-day period, benefits will not be paid until the named insured returns to the covered geographical areas. If the named insured is still totally or partially disabled as defined in the policy when he returns from outside the covered geographical areas, we will determine the remaining applicable benefit period by subtracting the time period for which we have already paid benefits from the benefit period shown on the Policy Schedule. We will pay the monthly benefit amount shown on the Policy Schedule for up to the remaining applicable benefit period.

Waiver of Premium Benefit: After the named insured has been totally disabled or qualifies for partial disability benefits as the result of a covered accident or a covered sickness for more than 90 consecutive days while the policy on the next premium due date is in

effect, or after the elimination period shown on the Policy Schedule, whichever is greater, we will waive the premium for the policy and any attached rider(s) for as long as he remains disabled, up to the benefit period shown on the Policy Schedule. The named insured must pay all premiums to keep the policy and any attached rider(s) in force until he has been totally disabled or qualified for partial disability benefits for 90 consecutive days while the policy is in effect, or for the elimination period shown on the Policy Schedule, whichever is greater. The named insured must send us written notice as soon as he is no longer disabled. We will assume the named insured is no longer disabled if: he does not send us satisfactory proof of loss when we request it; or he notifies us that he is no longer disabled. The named insured must pay all premiums to keep the policy and any attached rider(s) in force beginning with the first premium due date after he is no longer disabled. The Waiver of Premium Benefit does not apply to any period that the named insured is totally or partially disabled due to an accident or condition which is excluded by specific name or specific description in the policy. There is no limit to the number of times the named insured can receive the Waiver of Premium benefit.

IMPORTANT WORDS IN THE POLICY

Accident means an unintended or unforeseen bodily injury sustained by a covered person, wholly independent of disease, bodily infirmity, illness, infection, or any other abnormal physical condition.

Activities of daily living mean: 1) Dressing - the ability to put on and take off all garments or medically necessary braces or artificial limbs usually worn; 2) Transferring - the ability to move in and out of a chair or bed; 3) Eating - the ability to get nourishment into the body once it has been prepared; 4) Preparing meals; and 5) Toileting - the ability to get on and off the toilet, to maintain a reasonable level of personal hygiene, and to care for clothing.

Confined or confinement means the assignment to a bed as a resident inpatient in a hospital on the advice of a doctor or confinement in an observation unit within a hospital for a period of no less than 20 continuous hours on the advice of a doctor.

A **covered accident** is an accident which occurs on or after the effective date of the policy; occurs while the policy is in force; is of a type of accident listed on the Policy Schedule page; and, is not excluded by name or specific description in the policy.

A **covered sickness** means an illness, infection, disease or any other abnormal physical condition which occurs on or after the effective date of the policy; occurs while the policy is in force; is of a type listed on the Policy Schedule; and is not excluded by specific name or specific description in the policy.

Dependent children means any natural children, step-children, legally adopted children, foster children or children under your charge, care and control who are unmarried; chiefly dependent on you or your spouse for support; and younger than age 26.

A **doctor or physician** means a person who is licensed by the state to practice a healing art; and performs services for you which are allowed by his license. For purposes of this definition, *Doctor* or *Physician* does not include any covered person or anyone related to any covered person by blood or marriage, a business or professional partner of any covered person, or any person who has a financial affiliation or a business interest with any covered person.

Elimination period means the period of time during which no benefits are payable, as shown on the Policy Schedule.

An **emergency room** is a specified area within a hospital that is designated for the emergency care of accidental injuries. This area must be staffed and equipped to handle trauma, be supervised and provide treatment by doctors, and provide care seven days per week, 24 hours per day.

A **hospital** means a place that is run according to law on a full-time basis, provides overnight care of injured and sick people, is supervised by a doctor, has full-time nurses supervised by a registered nurse, and has at its locations or uses on a pre-arranged basis: X-ray equipment, a laboratory and an operating room where surgical operations take place.

A hospital is not: a nursing home; an extended care facility; a skilled nursing facility; a rest home or home for the aged; a rehabilitation center; a place for alcoholics or drug addicts; or an assisted living facility.

An **injury** means a wound to a covered person's body that is caused solely by or is the result of a covered accident.

Material and substantial duties of your job are defined as those job duties which: are normally required to perform your regular job; and cannot be reasonably modified or omitted. Performing your job at a particular work site or in a particular building is not a material and substantial duty of your job, provided that your employer will allow you to perform your job at a different work site or in a different building.

An **observation unit** is a specified area within a hospital, apart from the emergency room, where a patient can be monitored following outpatient surgery or treatment in the emergency room by a doctor; and which: is under the direct supervision of a doctor or registered nurse; is staffed by nurses assigned specifically to that unit; and provides care seven days per week, 24 hours per day.

An **off-job accident** means an accident that occurs while a covered person is not working at any job for pay or benefits.

An **off-job sickness** means a sickness that was not caused by or contributed to by a covered person working at any job for pay or benefits.

An **on-job accident** means an accident that occurs while a covered person is working at any job for pay or benefits.

An **on-job sickness** means a sickness that was caused by or contributed to by a covered person working at any job for pay or benefits.

Partially disabled means the named insured is unable to perform the material and substantial duties of his job for more than 20 hours per week; the named insured is able to work at his job or his place of employment for 20 hours or less per week; the named insured's employer will allow him to work for 20 hours or less per week; and the named insured is under the regular and appropriate care of a doctor.

Pre-existing condition means a sickness or physical condition for which any covered person was treated, received testing or medical advice or had taken medication within 12 months before the effective date of the policy.

Recurrent disability means becoming disabled, ceasing to be disabled, then becoming disabled again for the same or related condition. The latter disability will be considered a recurrent disability.

Totally disabled means you are unable to perform the material and substantial duties of your job; not in fact working at any job; and under the regular and appropriate care of a doctor.

Under the regular and appropriate care of a doctor means you are being cared for on a regular basis by a doctor and the care you are receiving is appropriate for the condition(s) which disable(s) you.

Urgent care facility means a place other than a doctor's office, hospital or emergency room that provides emergency care and treatment for sick or injured people.

WHAT IS NOT COVERED BY THIS POLICY

We will not pay benefits for injuries received in accidents or sicknesses which are caused by or are the result of any covered person's:

1. Addiction to alcohol or drugs except for drugs taken as prescribed by your doctor.
2. Committing or attempting to commit a felony or engaging in an illegal occupation.
3. Operating, learning to operate, serving as a crew member of or jumping, parachuting, or falling from any aircraft or hot air balloon, including those which are not motor-driven.
4. Engaging in hang-gliding, bungee jumping, parachuting, sailgliding, parasailing, parakiting or any similar activities.
5. Having a pre-existing condition as defined and limited by the policy.
6. Having a psychiatric or psychological condition including neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder of any kind. However, Alzheimer's disease and other organic senile dementias are covered under the policy.
7. Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.
8. Practicing for or participating in any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.
9. Committing or trying to commit suicide or his injuring himself intentionally, whether he is sane or not.
10. Being exposed to war or any act of war, declared or undeclared, or serving in the armed forces of any country or authority.

Birth Limitation

We will not pay benefits due to any covered person giving birth within the first nine (9) months after the effective date of this policy as a result of a normal pregnancy, including Cesarean. Complications of pregnancy will be covered to the same extent as any other covered sickness.

May 18, 2009

Jay Bradford
Commissioner of Insurance
Arkansas Insurance Department
Life & Health Division
1200 W 3rd St
Little Rock AR 72201-1904

RE: NAIC#: 62049
 Group#: 0565
 Insurer: Colonial Life & Accident Insurance Company
 Forms: ED-DIS1.0-AR, et al
 Type of Filing: Disability Income Policy

Dear Commissioner Bradford:

Enclosed for your consideration and approval are the following new Individual Disability Income policy form and outline of coverage.

<u>Form</u>	<u>Description</u>	<u>Flesch Score</u>
ED-DIS1.0-AR	Disability Income Policy with benefits for Accidental Injuries & Hospital Confinement	50.3
ED-DIS1.0-O-AR	Outline of Coverage	50.9

The readability scores for these forms are listed above. The outline was scored with the policy form. The text is uniform and no less than ten (10) point font size.

This form will be offered and marketed primarily at the worksite as supplemental insurance. It will not be marketed as comprehensive coverage.

This policy includes benefits for disability, accidental injuries and hospital confinement for the named insured. The disability benefit provided by this policy terminates on the named insured at age 70 and the hospital confinement benefit increases at that date. Accidental injury and hospital confinement benefits are also available for spouse and dependent child(ren). These optional benefits are variables that are bracketed on the policy schedule page. The Disability Income benefit is not available for spouse and dependent child(ren).

Application form, AccHlth-AR approved on 04/07/2005 by your office will be used to apply for this coverage.

Enrollment methods include agent-assisted situations, in person or via call centers, and self-enrolled situations, using paper or electronic application processes, such as web-based. Electronic application processes may also be used in agent-assisted situations.

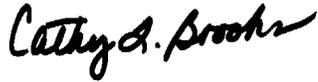
In addition, our Credit for Time Served Rider will be used with this policy, where applicable. The rider, form number RCTS, was previously approved by your office on 11/23/1999.

We are enclosing an Actuarial Memorandum and have submitted \$50.00 to cover the filing fees through Electronic Funds Transfer (EFT).

The forms have been approved in our domicile state, South Carolina, on 3/25/2009.

If acceptable, we shall appreciate your notifying us via SERFF. If you have any questions, please contact me at (800) 845-7330, extension 6227. My email address is clbrooks@coloniallife.com. The fax number is (803) 750-7341.

Sincerely,

A handwritten signature in black ink that reads "Cathy L. Brooks". The signature is written in a cursive, flowing style.

Cathy L. Brooks
Senior Compliance Contract Consultant