

**State:** Arkansas      **Filing Company:** US Able Life  
**TOI/Sub-TOI:** H02G Group Health - Accident Only/H02G.000 Health - Accident Only  
**Product Name:** Group Accident Only  
**Project Name/Number:** /

## Filing at a Glance

Company: US Able Life  
Product Name: Group Accident Only  
State: Arkansas  
TOI: H02G Group Health - Accident Only  
Sub-TOI: H02G.000 Health - Accident Only  
Filing Type: Form  
Date Submitted: 07/06/2012  
SERFF Tr Num: MWSG-128404951  
SERFF Status: Closed-Approved-Closed  
State Tr Num:  
State Status: Approved-Closed  
Co Tr Num: GA-P (5-12)  
  
Implementation: On Approval  
Date Requested:  
Author(s): June Stracener, Vickie McCarron, Reed Bates  
Reviewer(s): Rosalind Minor (primary)  
Disposition Date: 07/19/2012  
Disposition Status: Approved-Closed  
Implementation Date:  
  
State Filing Description:

State: Arkansas Filing Company: USABLE Life
TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only
Product Name: Group Accident Only
Project Name/Number: /

General Information

Project Name: Status of Filing in Domicile: Pending
Project Number: Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments: Arkansas is the domestic state.
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Small and Large
Group Market Type: Employer Overall Rate Impact:
Filing Status Changed: 07/19/2012
State Status Changed: 07/19/2012 Deemer Date:
Created By: June Stracener Submitted By: June Stracener
Corresponding Filing Tracking Number:

Filing Description:

USABLE LIFE

NAIC #: 94358; FEIN: 71-0505232

Group Accident Form Filing

- Group Accident Insurance Policy (Form No. GA-P (5-12))
• Certificate of Insurance (Form No. GA-C (5-12))
• Accidental Death and Dismemberment Benefit Rider (Form No. GVH-ADD (5-12))
• Accident Hospital and ICU Daily Benefit Rider (Form No. GA-ICU (5-12))
• Sickness Hospital Daily Benefit Rider (Form No. GA-SH (5-12))
• Accident Only Disability Income Rider (Form No. GA-ADI (5-12))
• Sickness Only Disability Income Rider (Form No. GA-SDI (5-12))
• Spouse Off-the-Job Accident Only Disability Income Rider (Form No. GA-SADI (5-12))
• Accident Elimination Rider (Form No. GA-ELIM (5-12))

On behalf of USABLE Life (the "Company"), we respectfully submit the above-referenced forms for your review and approval. These forms are new and do not replace any previously approved forms.

Forms GA-P (5-12) and GA-C (5-12), the group policy and certificate, respectively, provide stand-alone, voluntary group, accident only insurance. The policy/certificate utilizes a modular design with six core modules:

- Module 1 – Benefits for Accidental Injuries, including initial physician office visit, emergency room treatment, emergency dental work, major diagnostic examinations, lacerations, burns, eye injuries, brain injury diagnosis, dislocations and fractures;
• Module 2 – Benefits for Hospital Care, including initial hospitalization/intensive care unit confinement, surgery, ambulance services, and blood, plasma and platelets;
• Module 3 – Benefits for Follow-Up Care, including physician follow-up treatment, rehabilitation unit confinement, physical therapy, medical appliances, and prosthetic devices;
• Module 4 – Benefits for Transportation/Lodging Assistance, including family lodging, transportation, and post-accident transportation;
• Module 5 – Surgical benefits, including those for tendon/ligament injuries, torn knee cartilage, ruptured discs, and torn rotator cuffs; and
• Module 6 – Wellness benefits.

The group master policyholder will be able to choose from the following optional riders to create a package of benefits for their employees/members:

- Accidental Death and Dismemberment Benefit Rider, form GVH-ADD (5-12), will be available in units (up to 20 units) and pays a fixed benefit for accidental death with the benefit amount varying by cause of accidental death. The dismemberment

<b>SERFF Tracking #:</b>	MWSG-128404951	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	GA-P (5-12)
<b>State:</b>	Arkansas	<b>Filing Company:</b>	USAbLe Life		
<b>TOI/Sub-TOI:</b>	H02G Group Health - Accident Only/H02G.000 Health - Accident Only				
<b>Product Name:</b>	Group Accident Only				
<b>Project Name/Number:</b>	/				

benefit pays a percentage of the death benefit based on the severity of the dismemberment.

- Accident Only Hospital and ICU Daily Benefit Rider, form GA-ICU (5-12), provides a daily benefit for each day of hospital or sub-acute intensive care unit confinement. The rider also provides a benefit if confinement in an intensive care unit is required. This rider will also be available in units (up to 20 units).
- Sickness Hospital Daily Benefit Rider, form GA-SH (5-12), provides a daily benefit for each day of hospital confinement because of a covered sickness. The rider also provides a benefit if confinement in a sub-acute intensive care unit is required. This rider will also be available in units (up to 20 units).
- Accident Only Disability Income Rider, form GA-ADI (5-12), provides a disability income benefit if the primary insured becomes disabled as the result of a covered accident. This rider will also be available in units (up to 20 units).
- Sickness Only Disability Income Rider, form GA-SDI (5-12), provides a disability income benefit if the primary insured becomes disabled as the result of sickness. This rider will also be available in units (up to 20 units).
- Spouse Off-the-Job Accident Only Disability Income Rider, form GA-SADI (5-12), provides a disability income benefit if an insured spouse becomes disabled as the result of a covered accident. This rider will also be available in units (up to 20 units).
- Accident Elimination Rider, form GA-ELIM (5-12), identifies those coverages from which the applicant will be excluded due to having an uninsurable condition prior to the date the enrollment form was signed.

These forms will be marketed to eligible employer/employee groups as permitted under the laws of your state. Premiums will be paid by the certificateholder, the policyholder, or a combination of both.

Not included in this filing are the policyholder application and the certificate application that will be used in conjunction with these forms. The applications will be filed under separate cover at a later date. The Company, however, requests review of the enclosed forms. The Company acknowledges that approved applications will be necessary prior to marketing the enclosed forms and agrees that it will not market the enclosed forms prior to receiving approval for them and the related applications.

## Company and Contact

### Filing Contact Information

Derrick Smith, Attorney	dsmith@mwlaw.com
425 West Capitol Avenue	501-688-8845 [Phone]
Suite 1800	501-918-7845 [FAX]
Little Rock, AR 72201-3525	

### Filing Company Information

(This filing was made by a third party - MWSGW01)

USAbLe Life	CoCode: 94358	State of Domicile: Arkansas
P.O. Box 1650	Group Code: 876	Company Type: Life & Health
Little Rock, AR 72203-1650	Group Name: Life & Specialty	State ID Number:
(501) 212-8877 ext. [Phone]	Ventures	
	FEIN Number: 71-0505232	

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$450.00
Retaliatory?	No
Fee Explanation:	Arkansas charges \$ 50/form.
Per Company:	No

**SERFF Tracking #:** MWSG-128404951      **State Tracking #:**      **Company Tracking #:** GA-P (5-12)

**State:** Arkansas      **Filing Company:** USable Life

**TOI/Sub-TOI:** H02G Group Health - Accident Only/H02G.000 Health - Accident Only

**Product Name:** Group Accident Only

**Project Name/Number:** /

<b>Company</b>	<b>Amount</b>	<b>Date Processed</b>	<b>Transaction #</b>
USable Life	\$450.00	07/06/2012	60713079

<b>SERFF Tracking #:</b>	MWSG-128404951	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	GA-P (5-12)
<b>State:</b>	Arkansas	<b>Filing Company:</b>	USAbLe Life		
<b>TOI/Sub-TOI:</b>	H02G Group Health - Accident Only/H02G.000 Health - Accident Only				
<b>Product Name:</b>	Group Accident Only				
<b>Project Name/Number:</b>	/				

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	07/19/2012	07/19/2012

### Objection Letters and Response Letters

#### Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	07/13/2012	07/13/2012

#### Response Letters

Responded By	Created On	Date Submitted
June Stracener	07/18/2012	07/18/2012

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Group Accident Insurance Policy	June Stracener	07/10/2012	07/10/2012
Form	Certificate of Insurance	June Stracener	07/10/2012	07/10/2012
Supporting Document	Authorization Letter	June Stracener	07/09/2012	07/09/2012

<b>SERFF Tracking #:</b>	MWSG-128404951	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	GA-P (5-12)
<b>State:</b>	Arkansas	<b>Filing Company:</b>	US Able Life		
<b>TOI/Sub-TOI:</b>	H02G Group Health - Accident Only/H02G.000 Health - Accident Only				
<b>Product Name:</b>	Group Accident Only				
<b>Project Name/Number:</b>	/				

## Disposition

Disposition Date: 07/19/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
<b>Supporting Document</b>	Flesch Certification	Approved-Closed	Yes
<b>Supporting Document</b>	Application	Approved-Closed	Yes
<b>Supporting Document</b>	Statement of Variability	Approved-Closed	Yes
<b>Supporting Document</b>	Cover Letter dated 7-6-12	Approved-Closed	Yes
<b>Supporting Document</b>	Authorization Letter	Approved-Closed	Yes
<b>Form (revised)</b>	Group Accident Insurance Policy	Approved-Closed	Yes
<b>Form</b>	Group Accident Insurance Policy	Replaced	Yes
<b>Form (revised)</b>	Certificate of Insurance	Approved-Closed	Yes
<b>Form</b>	Certificate of Insurance	Replaced	Yes
<b>Form</b>	Certificate of Insurance	Replaced	Yes
<b>Form</b>	Accidental Death and Dismemberment Benefit Rider	Approved-Closed	Yes
<b>Form</b>	Accident Only Hospital and ICU Daily Benefit Rider	Approved-Closed	Yes
<b>Form</b>	Sickness Hospital Daily Benefit Rider	Approved-Closed	Yes
<b>Form</b>	Accident Only Disability Income Rider	Approved-Closed	Yes
<b>Form</b>	Sickness Only Disability Income Rider	Approved-Closed	Yes
<b>Form</b>	Spouse Off-the-Job Accident Only Disability Income Rider	Approved-Closed	Yes
<b>Form</b>	Accident Elimination Rider	Approved-Closed	Yes

State: Arkansas Filing Company: US Able Life

TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only

Product Name: Group Accident Only

Project Name/Number: /

## Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	07/13/2012
Submitted Date	07/13/2012
Respond By Date	

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Dear Derrick Smith,

**Introduction:**

*This will acknowledge receipt of the captioned filing.*

**Objection 1**

*Comments:*

*With respect to the handicapped dependents language on (Page 7) of the certificate, this is to advise that there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.*

**Conclusion:**

*A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.*

*Please feel free to contact me if you have questions.*

*Sincerely,*

*Rosalind Minor*

<b>SERFF Tracking #:</b>	MWSG-128404951	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	GA-P (5-12)
<b>State:</b>	Arkansas	<b>Filing Company:</b>		USAble Life	
<b>TOI/Sub-TOI:</b>	H02G Group Health - Accident Only/H02G.000 Health - Accident Only				
<b>Product Name:</b>	Group Accident Only				
<b>Project Name/Number:</b>	/				

## Response Letter

Response Letter Status	Submitted to State
Response Letter Date	07/18/2012
Submitted Date	07/18/2012

*Dear Rosalind Minor,*

### **Introduction:**

*Thank you for your comments.*

### **Response 1**

#### **Comments:**

*We are attaching a revised certificate for your review. Rather than bracketing the material as we had inquired about by phone, we completely removed the reference to the time period. The reference was removed from page 7.*

### **Related Objection 1**

*Comments:*

*With respect to the handicapped dependents language on (Page 7) of the certificate, this is to advise that there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.*

### **Changed Items:**

*No Supporting Documents changed.*

<b>SERFF Tracking #:</b>	MWSG-128404951	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	GA-P (5-12)
<b>State:</b>	Arkansas	<b>Filing Company:</b>	US Able Life		
<b>TOI/Sub-TOI:</b>	H02G Group Health - Accident Only/H02G.000 Health - Accident Only				
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<b>Project Name/Number:</b>	/				

Form Schedule Item Changes							
Item No.	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments	Submitted
1	GA-C (5-12)	CER	Certificate of Insurance	Initial	51.000	Certificate of Insurance GA-C (5-12) -- 7-17-12.pdf	Date Submitted: 07/18/2012 By: June Stracener
<i>Previous Version</i>							
1	GA-C (5-12)	CER	Certificate of Insurance	Initial	51.000	Certificate of Insurance GA-C (5-12) -- 7-10-12.pdf	Date Submitted: 07/18/2012 By: June Stracener
1	GA-C (5-12)	CER	Certificate of Insurance	Initial	51.000	Certificate of Insurance GA-C (5-12) -- 7-6-12.pdf	Date Submitted: 07/18/2012 By: June Stracener

No Rate/Rule Schedule items changed.

**Conclusion:**

Thank you for your courtesy and assistance in the review of this filing.

Sincerely,

June Stracener

<b>SERFF Tracking #:</b>	MWSG-128404951	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	GA-P (5-12)
<b>State:</b>	Arkansas	<b>Filing Company:</b>			US Able Life
<b>TOI/Sub-TOI:</b>	H02G Group Health - Accident Only/H02G.000 Health - Accident Only				
<b>Product Name:</b>	Group Accident Only				
<b>Project Name/Number:</b>	/				

## Amendment Letter

Submitted Date: 07/10/2012

Comments:

The group policy and certificate have been revised to correct some typographical errors that were found after they were submitted on 7-6-12. Please accept our apologies for any inconvenience this may cause.

We greatly appreciate your courtesy and assistance in the review of this filing.

Changed Items:

### Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
GA-P (5-12)	Policy/Contract/ Fraternal Certificate	Group Accident Insurance Policy	Initial				51.900	Group Accident Insurance Policy GA-P (5-12) -- 7-10-12.pdf
GA-C (5-12)	Certificate	Certificate of Insurance	Initial				51.000	Certificate of Insurance GA-C (5-12) -- 7-10-12.pdf

Submitted Date: 07/09/2012

Comments:

We are attaching an authorization letter for your records.

Thank you in advance for your courtesy and assistance in the review of this filing.

Changed Items:

### Supporting Document Schedule Item Changes:

User Added -Name: Authorization Letter

Comment:

Authorization Letter.pdf

<b>SERFF Tracking #:</b>	MWSG-128404951	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	GA-P (5-12)
<b>State:</b>	Arkansas	<b>Filing Company:</b>	US Able Life		
<b>TOI/Sub-TOI:</b>	H02G Group Health - Accident Only/H02G.000 Health - Accident Only				
<b>Product Name:</b>	Group Accident Only				
<b>Project Name/Number:</b>	/				

## Form Schedule

Lead Form Number: GA-P (5-12)							
Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1	Approved-Closed 07/19/2012	GA-P (5-12)	POL	Group Accident Insurance Policy	Initial:	51.900	Group Accident Insurance Policy GA-P (5-12) -- 7-10-12.pdf
2	Approved-Closed 07/19/2012	GA-C (5-12)	CER	Certificate of Insurance	Initial:	51.000	Certificate of Insurance GA-C (5-12) -- 7-17-12.pdf
3	Approved-Closed 07/19/2012	GHV-ADD 5-12	POLA	Accidental Death and Dismemberment Benefit Rider	Initial:	51.000	Accidental Death and Dismemberment Benefit Rider GVH-ADD (5-12) -- 7-6-12.pdf
4	Approved-Closed 07/19/2012	GA-ICU (5-12)	POLA	Accident Only Hospital and ICU Daily Benefit Rider	Initial:	71.400	Accident Only Hospital and ICU Daily Benefit Rider GA-ICU (5-12) --7-6-12.pdf
5	Approved-Closed 07/19/2012	GA-SH (5-12)	POLA	Sickness Hospital Daily Benefit Rider	Initial:	61.500	Sickness Hospital Daily Benefit Rider GA-SH (5-12) -- 7-6-12.pdf
6	Approved-Closed 07/19/2012	GA-ADI (5-12)	POLA	Accident Only Disability Income Rider	Initial:	51.500	Accident Only Disability Income Rider GA-ADI (5-12) -- 7-6-12.pdf
7	Approved-Closed 07/19/2012	GA-SDI (5-12)	POLA	Sickness Only Disability Income Rider	Initial:	50.900	Sickness Only Disability Income Rider GA-SDI (5-12) -- 7-6-12.pdf

<b>State:</b>	Arkansas	<b>Filing Company:</b>	USAbLe Life
<b>TOI/Sub-TOI:</b>	H02G Group Health - Accident Only/H02G.000 Health - Accident Only		
<b>Product Name:</b>	Group Accident Only		
<b>Project Name/Number:</b>	/		

Lead Form Number: GA-P (5-12)							
Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
8	Approved-Closed 07/19/2012	GA-SADI (5-12)	POLA	Spouse Off-the-Job Accident Only Disability Income Rider	Initial:	56.200	Spouse Off-the-Job Accident Only Disability Income Rider GA-SADI (5-12) -- 7-6-12.pdf
9	Approved-Closed 07/19/2012	GA-ELIM (5-12)	POLA	Accident Elimination Rider	Initial:	56.100	Accident Elimination Rider GA-ELIM (5-12) -- 7-6-12.pdf

**Form Type Legend:**

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
<b>CER</b>	Certificate	<b>CERA</b>	Certificate Amendment, Insert Page, Endorsement or Rider
<b>DDP</b>	Data/Declaration Pages	<b>FND</b>	Funding Agreement (Annuity, Individual and Group)
<b>MTX</b>	Matrix	<b>NOC</b>	Notice of Coverage
<b>OTH</b>	Other	<b>OUT</b>	Outline of Coverage
<b>PJK</b>	Policy Jacket	<b>POL</b>	Policy/Contract/Fraternal Certificate
<b>POLA</b>	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	<b>SCH</b>	Schedule Pages



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

**POLICYHOLDER:**

[Employer Name]

**POLICY NUMBER:**

[10000000-L]

**EFFECTIVE DATE:**

[January 1, 2013]

**PREMIUM DUE DATE:**

[First Day of Each Policy Month]

**ANNIVERSARY DATE:**

[January 1, 2013 and Each  
Succeeding January 1]

**STATE OF DELIVERY**

[Arkansas]

US Able Life (“the company”, “We”, “Us”, and “Our”) agrees with the Policyholder to insure Covered Persons who are entitled to the insurance provided by this Policy. This Policy is issued in consideration of the signed Group Application of the Policyholder, which is attached and made part of this Policy and the payment of the first premium. [The first premium is due and payable on the Effective Date of the Policy.] By Our acceptance of the first premium paid by the Policyholder (“You”, “Your”, and “Yours”) and by receipt of this Policy, You agree to be bound by the terms of the Policy and to pay all premiums to Us according to the terms of this Policy.

This Policy is a legal contract between the Policyholder and US Able Life. PLEASE READ THIS POLICY CAREFULLY.

This Policy is subject to the laws of the governing jurisdiction in which it is issued. It is signed for the Us at Our Home Office to take effect on the Policy’s Effective Date.

[Secretary]

President]

Nonparticipating  
Renewable  
**[Group Accident Insurance Policy]**

## Table of Contents

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## Section 1 – Schedule of Insurance

**Policyholder:** [Employer Name]  
**Policy Number:** [19999999-L]  
**Policy Effective Date:** [January 1, 2013]  
**Renewal Date:** [January 1, 2014]

The Schedule(s) of Insurance for the [Group Accident Insurance Policy] are shown in the Certificate(s) of Insurance.

The Schedule of Insurance will control the:

1. benefit amounts and maximum limits;
2. eligibility and Effective Date rules; and
3. other schedule amounts and limits,

which apply to the Employees of the Policyholder.

## **Section 2 –Associated Company**

We will insure the eligible Employees of the Policyholder's affiliates or subsidiaries listed on the Group Insurance Application.

### **Newly Acquired Organizations**

The Policy applies only to the Policyholder as composed on the Effective Date of the Policy or as thereafter amended.

New Employees acquired through merger, stock purchase, exchange of stock, or otherwise may be covered under the Policy. Their coverage is subject to the following conditions:

1. that the Policyholder report to Us the name of the newly acquired organization along with any underwriting data We may need to determine the correct premium;
2. that We accept the newly acquired organization for coverage; and
3. that the Policyholder pays the correct additional premium.

Coverage will start in accordance with the "Eligibility and Effective Date" provisions in the Certificate. In no case, however, will coverage continue for more than [30 – 120] days after the acquisition or merger unless:

1. the required report has been made; and
2. the newly acquired organization has been accepted for coverage and the additional premium has been agreed on and paid.

The Policyholder must pay for any period in which coverage is in effect.

## **Section 3 – Incorporation Provision**

### **Certificate**

The Certificate(s) and the Endorsement(s) or Rider(s), which are attached to this Policy are hereby incorporated in, and made a part of, this Policy. If there is any conflict between the terms and conditions of this Policy and an attachment, this Policy shall be controlling.

The terms found in the Certificate(s) include:

1. the benefit Plan provisions;
2. the eligibility and Effective Date of insurance rules;
3. the termination of insurance rules; and
4. exclusions & limitations.

## **Section 4 – Premium Provisions**

### **Premium Payments**

The Policyholder must pay all premiums in advance at Our Home Office or to one of Our agents in accordance with the Policy application, which is incorporated as the signature page of this Policy upon acceptance and issuance of this Policy by USABLE Life. [The Policyholder may request on any Policy anniversary that the frequency of premium payment be changed to any frequency We offer for such Policy.]

### **Calculation of Premiums**

The first premium is due on the Policy Effective Date. Payment of that premium shall constitute acceptance of the Policy. Future premiums are due on each premium due date. The premium is based on the premium rate and the amount of insurance in effect for the month reported on the premium due date. We will furnish premium rates to the Policyholder with an explanation of how to apply them.

### **Our Right to Change Premium Rates**

We may change the premium rate:

1. after the [first renewal date];
2. at the end of any rate guarantee period; or
3. when Our liability changes.

Payment of the changed premium rate shall constitute acceptance of that change.

Unless Our liability changes:

1. We will not change the rates more than once in any period of [12] consecutive months; and
2. We will give the Policyholder [31] days advance written notice of an increase in rates.

## **Section 5 – Policy Provisions**

### **Entire Contract**

The contract between the parties consists of:

1. the Policy, any Amendments and addenda; and
2. the application of the Policyholder, a copy of which is attached to and made a part of the Policy when issued, as may be amended during the term of this Policy; and
3. the Certificates, and the Endorsements or Riders which is attached to and made a part of the Policy when issued; as may be amended during the term of this Policy; and
4. the applications, if any, of each Covered Person.

All statements made by the Policyholder and persons Insured under the Policy will be deemed representations and not warranties. No statement will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his authorized representative.

### **Incontestability**

Except for non-payment of premium, the insurance provided to each Covered Person by the Policy cannot be contested after a period of two (2) years from the Effective Date of each Covered Person.

### **Changes to the Policy**

The Policyholder owns the Policy. We may change any or all of the provisions of this Policy by notifying the Policyholder. We must give the Policyholder at least [31] days advance written notice of any change, unless the Policyholder accepts an Amendment during that period. The Policy may also be changed in whole or in part when there is any change in laws or regulations which affect Our obligations under the Policy. A change must be approved by one of Our executive officers. No agent can change the Policy or waive any of its provisions. Payment of the applicable premium following any change of this Policy in accordance with this section shall constitute acceptance of that change.

### **Grace Period**

We will allow the Policyholder a [31] day grace period for the payment of all premiums after the first. During this [31] day period, the Policy will stay in force. If the owed premium is not paid by day [31], the Policy will automatically terminate retroactive to the last day that the applicable premiums had been paid. If the Policyholder gives Us written advance notice of an earlier cancellation date, the Policy will terminate on the earlier date.

### **Termination of Policy**

#### For Cause

1. We may terminate this Policy if We do not receive any premium when due in accordance with the grace period provision of the Policy.
2. Either party may terminate this Policy upon [30-60] days advance written notice, if the other party breaches its obligations and fails to cure that breach to the other party's reasonable satisfaction within that [30-60] day notice period.
3. Either party may terminate this Policy, with or without prior notice, effective as of midnight prior to the date that the other party:
  - a. ceases doing business as a going concern;
  - b. makes an assignment for the benefit of creditors;
  - c. admits in writing that it is unable to pay debts as they come due; or

- d. consents to the appointment of a trustee or receiver; or if a trustee or receiver is appointed pursuant to applicable Federal or State bankruptcy, insolvency or similar laws.
4. We may terminate this Policy, upon not less than [30-60] days written notice if the Employer fails to comply with a material Plan provision relating to the Employer's premium contribution or group participation rules or if We determine there has been a material change affecting the risk assumed under this Policy.
5. Upon written notice, We may terminate or rescind the Policy or the coverage on a Covered Person for fraud or misrepresentation by the Employer or a Covered Person of material fact concerning the Employer or Covered Person.

#### For No Cause

The Employer may terminate this policy upon providing [10-30] days advance written notice. We may, at Our option, agree to allow the Employer to retroactively terminate the policy.

#### Because of Inability to Perform Obligations

The Policy may be immediately suspended or terminated by written notice to the other party if either party is unable to perform its obligations for reasons beyond its control, including:

1. complete or partial destruction of facilities or equipment;
2. lockout, strike, riot, war, act of God, or any ordinance, law, order or decree of any governmental authority.

Neither party will be required to perform its duties nor be liable for any damages arising from the suspension or termination of this Policy pursuant to this provision.

#### **Certificate**

We will give the Policyholder an individual Certificate for distribution to each Covered Person. The Certificate is part of the Policy, and will explain the important features of the Policy.

#### **Data to Be Furnished**

The Policyholder will give Us all information We need regarding matters pertaining to the insurance. At any reasonable time while the Policy is in force and for one year after that, We may inspect any of the Policyholder's documents, books, or records which may affect the insurance or premiums of this Policy.

If the Policyholder gives Us any incorrect information, the relevant facts will be reviewed to establish if insurance is in effect and in what amount.

No person will be deprived of insurance to which he is otherwise entitled or have insurance to which he is not entitled, because of any misstatement of fact by the Policyholder or Covered Person. Any required adjustment may be made in coverage, premiums or benefits. However, payment of premium by or on behalf of an ineligible person will not entitle that person to coverage.

#### **No Replacement for Workers' Compensation**

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

#### **Time Period**

All periods begin and end at 12:01 a.m., standard time, at the Policyholder's address.

#### **Jurisdiction**

The laws of the state where it is delivered govern this Policy.

## **[Section 6 – Self-Administered Provisions**

The Parties to this provision are US Able Life and the Policyholder.

### **Statement of Work**

As a Self-Administered Group with respect to this Policy, it is the responsibility of the Policyholder to properly enroll its eligible Employees for insurance coverage; to accurately collect premium for each Employee's coverage; to remit that premium to Us, and to maintain all documentation necessary for the administration of the coverages shown on the Schedule of Insurance.

### **The Policyholder's Obligation**

The Policyholder agrees to perform, while this Policy is in force, the following functions:

1. verify eligibility, as defined under the Policy;
2. obtain enrollment documentation for its eligible Employees on forms approved and acceptable to Us, such documentation to contain sufficient information to establish proof of coverage;
3. forward all enrollment documentation for coverage that requires underwriting approval to Us immediately upon receipt and inform Employees that coverage is not effective until approved in writing by Us;
4. maintain enrollment documentation containing proof of coverage and Beneficiary designations and changes thereto;
5. provide Us [on an annual basis, or] as requested, and no less than [90] days prior to the anniversary date of the Policy a census of all Covered Persons including the following data:
  - a. Full name;
  - b. Date of birth;
  - c. Gender;
  - d. Salary, if coverage is based on salary;
  - e. Class or coverage amount by Type of Coverage;
  - f. Occupation[, if coverage based on Occupation class or for disability coverage];
6. remit timely payment of premiums in accordance with the Policy's premium provisions;
7. enforce all Policy provisions including, but not limited to, guaranteed issue (GI) amount of coverage, if applicable; late enrollee requirements; Eligibility and Effective Date provisions; limits of coverage, and changes in coverage;
8. deliver Certificates of insurance to each eligible Employee within 30 days of the Covered Person's Effective Date of coverage. We reserve the right to review and modify, if necessary, any and all materials pertaining to the benefits provided by Us, to ensure accuracy and compliance with the Policy, the Certificate of insurance, and any applicable federal or state law.

## **Terms**

1. As a Self-Administered Group, the Policyholder will cooperate in audits performed by Us and will provide all documentation required within the requested time frame. Such audits not to occur more frequently than once per 12-month period.
2. As a Self-Administered Group, the Policyholder shall be responsible for proper deductions and administration of payroll functions for benefits that are funded partially or wholly by Employees. Failure to deduct the proper amount, the calculation of which is determined by the Premium provisions of the Policy, and duties listed in this section of the Policy will in no way increase Our liability. We do not retain or exercise the right to direct, control or supervise the Policyholder as to the Policyholder's procedures for premium collection and reporting.
3. As a Self-Administered Group, the Policyholder agrees to make an equitable adjustment of premiums, upon Our approval, based on either or both of the following factors:
  - a. the amount of premium due based on the Covered Person's coverage;
  - b. the difference between the premium paid and the premium which would have been paid if the Covered Person's coverage had been correctly stated.
4. As a Self-Administered Group, the Policyholder is responsible for compliance with applicable federal and state laws and specifically assumes exclusive responsibility for collection of premiums and the reporting of accurate premiums to Us.
5. Enrollment periods and the period of time for any enrollment must be approved in writing by Us. Enrollment documentation submitted after such approved enrollment period will require Evidence of Insurability (EOI) on a form acceptable to Us, and coverage will not be effective until approved in writing by Our underwriting department.

## **Underwriting Approval**

The Policyholder may not alter, amend or expand the underwriting approval limits specified in the Policy or Certificate of insurance. All individual applications that require underwriting approval, as identified in item 3 of The Policyholder's Obligations provision above, must receive Our written approval before coverage shall become effective.

## **Records**

All enrollments, Beneficiary and premium records, and supplies kept by the Policyholder relating to this Section of the Policy shall be opened for inspection/audit by Us or Our representative at all reasonable times during the continuance of this Policy. All such records and supplies shall be retained until authorization for their destruction is obtained from Us.

## **Assignment**

The obligations of the Policyholder set out in this Section shall not be assignable, nor may any of its functions or duties be delegated without Our prior written consent.

**Termination**

Either party may terminate self-administration of the Policy by providing 30 days written notice to the other party. Notice shall be sent by certified mail and shall be effective upon receipt. The provisions of this Section shall terminate at the end of the month following the expiration of the 30 days.

**Notice**

Notice required to be given to Us under this Section shall be sent to Our address [Attention: Corporate Document Manager.] Notice required to be given under this Section to the Policyholder shall be sent to the address shown in Our records.

**Hold Harmless and Indemnification**

As a Self Administered Group, the Policyholder shall indemnify and hold harmless US Able Life, its parents, affiliates, officers, directors, agents, successors, assigns and Employees against any and all claims, demands and expenses of all kinds made against or incurred by Us, resulting from or arising out of any act, negligence or misconduct of the Policyholder or any agent, Employee or representative of the Policyholder in connection with the Policyholder's duties hereunder.

**Confidentiality**

The Financial Services Modernization Act (Gramm-Leach-Bliley Act), hereinafter "GLB" requires that all parties that perform services on behalf of the Insurer and receive nonpublic personal, financial or health information, with respect to any applicant or Insured of the Insurer, for use or disclosure during the service performance, are prohibited from disclosing or using such information for any reason other than to carry out the business purposes for which the information was disclosed.

**Relationship of the Parties**

In regards to this Section of the Policy, the relationship between the parties shall be that of independent contractors. The parties further acknowledge that the Policyholder is not Our agent and shall not hold itself out as such and that the Policyholder acts solely on behalf of its Employees in the performance of its obligations under this Section of the Policy.]



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

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## CERTIFICATE OF INSURANCE

### [Group Accident]

[Policyholder:] [EMPLOYER NAME]

[Class:] [CLASS\_NUMBER]

State of Residence: [ARKANSAS]

[Effective Date: [January 1, 2012]]

This is to certify that USABLE Life has issued and delivered the [Group Accident] Insurance Policy to the Policyholder.

The Policy insures the Employees and their Dependents, if elected, of the Policyholder who:

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

according to the terms of the Policy.

The terms of the Policy that affect Your insurance are contained in the following pages.

Important Note: Benefits are payable for [off-the-job] Accidental bodily Injuries that occur as the result of an Accident and where expenses are incurred. The Accident must occur while the Covered Person is Insured under the Policy, subject to the provisions of the Certificate.

[The benefits for Dependents described in this Certificate will be applicable to each of Your Dependents if You have applied for Dependent coverage [and only if You are insured under the Policy].]

This Certificate of Insurance is a part of the Policy. This Certificate replaces any other Certificate that USABLE Life may have issued to the Policyholder to give to You under the Group Insurance Policy specified herein.

Signed for USABLE Life:

[Secretary]

President]

**Please read Your Certificate carefully.**

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## Schedule of Insurance

**[Policyholder:]** [A-Z Services, Inc.]  
**[Named Insured:]** [John Doe]  
**Group Policy Number:** [12345678-GL]  
**Policy Effective Date:** [January 1, 2013\*]  
 \*This Certificate replaces any Certificate issued before the date shown.

**[Associated Company:]** John Doe & Associates]  
**Accident Type:** [On & Off-the- Job] [Off-the- Job]  
**Issue Age:** Employee [16 through 80]

[Spouse [16 through 80]]  
 [Child [0 through 30]]

**Beneficiary** [As named on the Employee application]

**[Eligible Class:]** [Class 1 All Active [Full-time and/or Part-time] Employees ]

**Waiting Period:** [You will be eligible for coverage on the first of the Policy month or the day] following completion of the following period of continuous Active Work:

1. If You are working for the Employer on the Policy Effective Date – [none – 365 days]
2. If You start working for the Employer after the Policy Effective Date – [none – 365 days]

**[Annual Enrollment Date:]** [January 1 of each year]

**[Full-time and/or Part-time] Employment:]** [20-40] hours weekly

**[Type of Coverage:]** [Employee, Employee and Spouse, Single Parent, Family]

**Premium Mode:** [Monthly]

[Benefits amounts [available] for eligible Employees shall be determined in accordance with the following schedule as elected on the Employee application:]

Benefits	[Number of Units]		
	[Basic]	[Select]	[Ultra]
<b>[Module 1 – Accident Treatment]</b>	[4 Units - 20 Units]	[4 Units - 20 Units]	[4 Units - 20 Units]
<b>[Module 2 – Hospital Care]</b>	[4 Units - 20 Units]	[4 Units - 20 Units]	[4 Units - 20 Units]
<b>[Module 3 – Follow-Up Care]</b>	[4 Units - 20 Units]	[4 Units - 20 Units]	[4 Units - 20 Units]
<b>[Module 4 – Transportation / Lodging Assistance]</b>	[4 Units - 20 Units]	[4 Units - 20 Units]	[4 Units - 20 Units]
<b>[Module 5—Surgery Benefits]</b>	[4 Units - 20 Units]	[4 Units - 20 Units]	[4 Units - 20 Units]
<b>[Module 6 – Wellness Benefit]</b>	[4 Units - 20 Units]	[4 Units - 20 Units]	[4 Units - 20 Units]

**[Accidental Death and Dismemberment Rider**

Accidental Death [1 Unit/\$20,000 to 20 Units/\$400,000]  
Common Carrier Accidental Death [1 Unit/\$30,000 to 20 Units/\$600,000]]

**[Accidental Hospital and ICU Daily Benefit Rider**

Hospital Confinement [1 Unit/\$25 to 20 Units/\$500]  
Hospital ICU [1 Unit/\$50 to 20 Units/\$1,000]]

**[Sickness Hospital Daily Benefit Rider**

Hospital Confinement [1 Unit/\$25 to 20 Units/\$500]]

**[Accident Only Disability Income Rider**

[1 Unit/\$100 to 20 Units/\$2,000]  
Elimination Period [0-30 days]  
Benefit Period [3, 6, 9, 12, of 24 Months]]

**[Sickness Only Disability Income Rider**

[1 Unit/\$100 to 20 Units/\$2,000]  
Elimination Period [0-30 days]  
Benefit Period [3, 6, 9, 12, of 24 Months]]

**[Spouse Off the Job Accident Disability Income Rider**

[1 Unit/\$50 to 20 Units/\$1,000]  
Elimination Period [0-30 days]  
Benefit Period [3 or 6 Months]]

**[Domestic Partner Rider]**

[Included]

**[Elimination Rider]**

[Included]

[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.]

Insured [Guarantee Issue Amount][Conditional Guarantee Issue Amount]

[Employee]  
[Spouse]  
[Child]

## Definitions

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

**Accident or Injury** is an unforeseen occurrence which results in the 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 Necessary Treatment is received and benefits are provided. 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.

**Active Work or Actively at Work** means the expenditure of time and energy for the Policyholder or an Associated Company at Your usual place of business on a [Full-time and/or Part-time] basis. If You are not working on a day Your coverage would otherwise take effect, You will be considered to be at Active Work on that day only if:

1. when that work day begins, it would be reasonable to expect that You would be physically and mentally able to complete a [Full-time and/or Part-time] week of work in Your Regular Occupation; and
2. You are not disabled; and
3. Your contract of employment, if applicable, remains active; and
4. You are not on an unapproved, administrative or disciplinary leave; and
5. You return to work at the end of a paid break or vacation period.

**Amendment, Endorsement, or Rider** means a form issued by Us which adds, modifies, changes, or deletes any Policy or Certificate provisions or benefits.

**Ambulatory Surgical Center** means a place which:

1. is equipped for surgical procedures performed by qualified Physicians;
2. provides anesthesia administered by a licensed anesthesiologist or licensed nurse anesthetist; and
3. has written agreements with local Hospitals to immediately accept patients who develop complications.

**[Annual Enrollment Period]** means the [60] days prior to and the [30] days immediately following the annual enrollment date shown in the Schedule of Insurance.]

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

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

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

**Calendar Year** means the period from January 1 through December 31 of the same year. Thereafter, it is the period beginning on January 1 and ending on December 31 of each following year.

**Certificate** means this document that describes Your insurance coverage.

**Confined or Confinement** means medically necessary care as a resident bed patient in a Hospital because of an [Accident or] Sickness. It must be for at least [12 to 23] hours in the same facility. A Physician must recommend and supervise the Confinement. Confinement does not mean care as an outpatient or in an emergency or observation room.

**Covered Person** means an eligible Employee or the Employee's Dependents whose insurance has become and remains effective under all the conditions and provisions of the Policy. Covered Persons do not include contract, temporary, [or] seasonal[,] [or Part-time workers].

**[Dependent** means an Eligible Person who is:

1. Your Spouse if not legally separated from You
2. any child less than age [26] and is:
  - a. a natural child; or
  - b. a legally adopted child or a child who has been placed for adoption with You; or
  - c. a stepchild, grandchild, or foster child; or
  - d. a child for whom You have been appointed legal guardian; or
  - e. a child not living with You, but to whom You are legally required to provide support.

[If a Dependent child has reached age [26], but is a handicapped child as defined in the Continuation of Insurance for a Handicapped Child section, We will continue the child's coverage under the following conditions:

1. The child must be incapacitated;
2. We must receive proof of incapacity;
3. We may require additional proof of such incapacity from time to time, but not more than once a year after the child attains age [26]; and
4. Your coverage must remain in force.]]

**Effective Date** means the date coverage is in force as shown on the Schedule of Insurance. The Effective Date will start at 12:01 a.m. at the main place of business of the Policyholder.

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

**Eligible Person** means a person who:

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

**[Elimination Period** means the number of days during a period of disability that must pass before benefits are payable. No benefits are payable for the Elimination Period. You cannot satisfy any part of the Elimination Period with any period of non-covered disability. The

Elimination Period is shown on [the Schedule of Insurance/Your application] and begins on the first day of Your disability.]

**Emergency Room** means a specified area within a Hospital which is designated for the emergency care of Accidental Injuries or Sicknesses. This area must:

1. be staffed and equipped to handle trauma;
2. be supervised and provide treatment by Physicians; and
3. provide care seven days per week, 24 hours per day.

**Employee** means an Eligible Person who is:

1. directly employed in the normal business of the Employer; and
2. paid for services by the Employer; and
3. Actively at Work for the Policyholder or an Associated Company; or
4. a Retiree, if listed as eligible in the Certificate.

No director, officer, consultant or other person not Actively at Work on behalf of the Employer will be considered an Employee unless he meets the above conditions.

**Employer** means the Policyholder.

**[Evidence of Insurability]** means a signed health and medical history form provided by Us, a medical examination, if requested, and any additional information and attending Physicians' statements that We may require.]

**Extended Care Facility** means part of an institution that:

1. is licensed or accredited to provide nursing or rehabilitative care under the supervision of a Physician or a registered nurse;
2. provides 24-hour skilled nursing service; and
3. maintains daily medical records on each patient.

It does not include institutions or parts of institutions which are primarily for the care and treatment of drug addiction, alcoholism, or the aged.

**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; or Spouses, as applicable, of any of these.

**Free Standing or Standalone Emergency Center** means a facility physically separate from a Hospital, which uses in its title or in its advertising, the words "emergency", "urgent care", or parts of those words or other language of symbols which imply or indicate to the public that immediate medical treatment is available to individuals suffering from a life-threatening medical condition. The facility rendering such care is capable of treating all medical emergencies that have life-threatening potential.

**[[Full-time][Part-time]** means working at least the number of hours indicated in the schedule of insurance for [Full-time and/or Part-time] employment.]

**Group Application** means the form completed and signed to apply or enroll for this insurance coverage.

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

**Hospital** means a licensed institution that has on its premises or in facilities available to the Hospital on a contractually prearranged basis and under the supervision of a staff of one or more duly licensed Physicians:

1. Laboratory, X-ray equipment, and operating rooms where major surgical operations may be performed by licensed Physicians;
2. Permanent and full-time facilities for the care of overnight resident bed patients under the supervision of a licensed Physician;
3. 24-hour-a-day nursing service by or under the supervision of graduate registered nurses; and
4. A patient's written history and medical records.

We will consider a Government or Charity Hospital as any other Hospital.

The term Hospital does not include an institution or that part of an institution operated as:

1. A place for rehabilitation;
2. A place for rest or for the aged;
3. A nursing or convalescent home;
4. A long-term nursing unit or geriatrics ward; or
5. An Extended Care Facility for the care of convalescent, rehabilitative, or ambulatory patients.

**Hospital Confined and Hospital Confinement** means staying in a Hospital as a registered inpatient for [12 - 24] hours a day.

**Hospital Sub-Acute Intensive Care Unit** means a place which:

1. Is a specifically designated area of the Hospital that provides a level of medical care below intensive care, but above a regular private or semi-private room or ward;
2. Is separate and apart from the surgical recovery room and from, beds and wards customarily used for patient confinement;
3. Is permanently equipped with special lifesaving equipment for the care of the critically ill or injured; and
4. Is under constant and continuous observation by a specially trained nursing staff.

A Hospital Sub-Acute Intensive Care Unit may be referred to by other names such as progressive care, intermediate care, or a step-down unit, but is not a regular private or semi-private room, or a ward with or without monitoring equipment.

**Immediate Family Member** means You, Your Spouse, child, mother, father, brother, sister, or other close Family Member of the Covered Person.

**Insured, You, Your and Yours** means an Employee of the Policyholder or an Associated Company who has met all the eligibility requirements for coverage, and is:

1. directly employed in the normal business of the Employer; and
2. paid for services by the Employer; and
3. Actively at Work for the Employer, or Associated Company covered under the Policy; or
4. a Retiree, if listed as eligible in the Policy.

**Intensive Care Unit (ICU)** means a place which:

1. is a specifically designated area of the Hospital that provides the highest level of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care;
2. is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement;
3. is permanently equipped with special lifesaving equipment for the care of the critically ill or injured;
4. is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the unit on a twenty-four hour basis; and
5. has a Physician assigned to the unit on a full-time basis.

Notwithstanding the above, an Intensive Care Unit is not any of the following step down units:

1. a progressive care unit;
2. an intermediate care unit;
3. a private monitored room;
4. Sub-Acute Intensive Care Unit;
5. an observation unit;
6. a telemetry unit, or
7. any facility not meeting the definition of a Hospital Intensive Care Unit as defined above.

**Material Duty or Material Duties** mean the sets of tasks or skills required generally by Employers from those engaged in an Occupation.

**Necessary Treatment** means the medical treatment which is consistent with currently accepted medical practice. Any confinement, operation, treatment, or service which is not a valid course of treatment recognized by an established medical society in the United States is not considered Necessary Treatment. No treatment, service, or expense which is experimental in nature is considered Necessary Treatment.

We may use other professional medical opinions to determine if health care services are:

1. medically necessary;
2. consistent with professionally recognized standards of care with respect to quality, frequency, and duration; and
3. provided in the most economical and medically appropriate site for treatment.

Expenses related to such services will not be considered Necessary Treatment if services are not considered to be:

1. medically necessary; or
2. consistent with professionally recognized standards of care with respect to quality, frequency, or duration.

**Occupation** means a group of jobs:

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

**[Off-the-Job Accident** means an Accidental Bodily Injury which does not occur while the Covered Person is in the workplace or during the course of any employment for pay, benefit, or profit.]

**Outpatient** means a Covered Person who receives medical tests, treatment, or services from a Hospital, Ambulatory Surgical Center, medical clinic, or Physician's office and is not charged for room and board.

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

**Plan** means the Policy and Certificates of Insurance provided for Covered Persons.

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

**Policy** means the Policy issued by Us to the Policyholder that describes the benefits for which You may be eligible.

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

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

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

**Rehabilitation Unit** means an appropriately licensed facility that provides rehabilitation care services on an inpatient basis. Rehabilitation care services consist of the combined use of medical, social, educational, and vocational services to enable patients disabled by Accidental Injury to achieve the highest possible functional ability. Services are provided by or under the supervision of an organized staff of Physicians. The Rehabilitation Unit may be part of a Hospital or freestanding facility.

A Rehabilitation Unit is not:

1. a nursing home;
2. an Extended Care Facility;
3. a skilled nursing facility;
4. a rest home or home for the aged;
5. a hospice care facility;
6. a place for alcoholics or drug addicts; or
7. an assisted living facility.

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

1. a retirement plan sponsored by Your Employer, the Policyholder, or an Associated Company, or
2. a government Plan.

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

**[Spouse]** as named in the application, includes Your legally married Spouse (not legally separated), [Your common law Spouse], [domestic partner], or [civil union partner] if legally recognized in the governing jurisdiction or as otherwise agreed upon between the Policyholder and the company.]

**Type of Coverage** means insurance coverage selected for this Certificate is shown on [the schedule of insurance/Your application]. The types of coverage available are:

1. Employee – Coverage on the Insured only
2. [Employee and Spouse – Coverage on the Insured and Spouse only.]
3. [Single Parent – Coverage on the Insured and any Dependent child.]
4. [Family – Coverage on the Insured, the Insured’s Spouse, and any Dependent child.]

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

**Waiting Period** is the number of continuous [days] of service during which You must be an active, [Full-time and/or Part-time] Employee in a class eligible for insurance before You become eligible for coverage.

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

## Eligibility and Effective Date Provisions

Policyholder coverage will start on the Effective Date shown on the schedule of insurance. Coverage will start on that date at 12:01 a.m. at the main place of business of the Policyholder.

### Eligible Employee

If You are working on a [Full-time and/or Part-time] basis for the Employer, You are eligible for insurance after completion of the required Waiting Period, provided You are in a class of Employees who are included.

### Employee Eligibility Date

If You are working for Your Employer in an Eligible Class, the date You are eligible for coverage is the latest of the following dates:

1. the Policy Effective Date;
2. the day after You complete any Waiting Period shown on the Schedule of Insurance by continuous service with the Policyholder or an Associated Company;
3. the date the Policy is changed to include Your class; or
4. the date You become a member of a class eligible for insurance.

[If You do not apply when You are first eligible, You will again be eligible on the [first annual enrollment date] as shown on the schedule of insurance which immediately follows the date noted in items 2, 3, or 4 above.]

**[Rehires:** If You were insured under this Policy and Your insurance terminated due to termination of employment or eligibility, and You again become an eligible Employee within [12] months, there is no Waiting Period.]

### Effective Date of Employee Insurance

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

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

1. When Your Employer pays 100% of the cost of Your coverage under the Policy, You will be covered at 12:01 a.m. at Your Employer's address on Your eligibility date.
2. When You and Your Employer share the cost of Your coverage under the Policy or when You pay 100% of the cost Yourself, You will be covered at 12:01 a.m. at Your Employer's address on the latest of the following dates:
  - a. on Your eligibility date, if You enroll for insurance within [31] days after the date You first become eligible for coverage; or
  - b. on the first day of the Policy month following the date We approve Your application if You do not apply for insurance within [31] days after Your eligibility date; [or
  - c. on the [annual enrollment date] as shown on the Schedule of Insurance if You enroll during the Annual Enrollment Period. If You do not apply for coverage during the first Annual Enrollment Period following Your eligibility date, You will be required to submit satisfactory Evidence of Insurability.]]

[For Benefit Amounts Requiring Satisfactory Evidence of Insurability, Your coverage will be effective [on the first day of the Policy month following the date We approve Your application][on the [annual enrollment date] as shown on the Schedule of Insurance if You enroll during the Annual Enrollment Period.]

### **Delayed Effective Date**

If You are not Actively at Work on the date Your insurance or any increase in insurance is scheduled to take effect, it will take effect on the day You return to Active Work. If Your insurance is scheduled to take effect on a non-working day, Your Active Work status will be based on the last working day before the scheduled Effective Date of Your insurance.

### **[Dependent Eligibility]**

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

1. the date You become eligible for Dependent insurance;
2. the date a person becomes a Dependent; or
3. the date the Policy is amended to include Your class as being eligible for Dependent insurance.]

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

[Your Spouse or child will not be eligible for Dependent insurance if either is insured under the Policy as an Employee.]

[If both You and Your Spouse are insured as Employees, Your eligible children may be insured as Dependents of only one of You.]

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

You must use forms approved by Us when applying for Dependent insurance.

[Dependents will not be insured until You are insured.]

### **[For Benefit Amounts Not Requiring Evidence of Insurability:]**

1. When Your Employer pays 100% of the cost of Your Dependent coverage under the Policy, Your Dependents will be covered at 12:01 a.m. at Your Employer's address on Your Dependent's eligibility date.
2. When You and Your Employer share the cost of Your Dependent coverage under the Policy or when You pay 100% of the cost Yourself, Your Dependents will be covered at 12:01 a.m. at Your Employer's address on the latest of the following dates:
  - a. on Your Dependent's eligibility date, if You enroll for Dependent coverage within [31] days after the date Your Dependent first becomes eligible for coverage; or
  - b. on the first day of the Policy month following the date We approve Your application for Dependent coverage if You do not apply for Dependent coverage within [31] days after Your Dependent's eligibility date; [or
  - c. [On the Annual Enrollment Date] as shown in the Schedule of Insurance if You enroll during the Annual Enrollment Period. If You do not apply for Dependent coverage during the [first Annual Enrollment Period] following Your Dependent's eligibility date, You will be required to submit satisfactory Evidence of Insurability.]

[For Benefit Amounts Requiring Satisfactory Evidence of Insurability, Your Dependent's coverage is effective [on the first day of the Policy month following the date We approve Your application for Dependent coverage][on the [annual enrollment date] as shown on the Schedule of Insurance if You enroll during the Annual Enrollment Period].]

[You must furnish satisfactory evidence of the Dependent's insurability at Your own expense if You have previously terminated Dependent coverage while in an Eligible Class.]

**[Newborn Child Coverage (including children placed for adoption)]**

Any child of Yours born while You are a Covered Person will be immediately covered as a Dependent from [the moment of birth] for [90] days. Any newly adopted child or child placed for adoption [age 15 days or older] will be immediately covered from the moment of placement for [90] days. In order for coverage to continue beyond [90] days We must receive: (1) written notice of the birth of the newborn child or the date of placement for adoption; and (2) payment of any required additional premium within 31 days of Our notifying the Policyholder of the amount. Additional premium, if any, will begin on the premium due date following the child's date of birth or date of placement, if later.

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

If the required written notice is not received by Us during the [90]-day period, a newborn child or child placed for adoption may be covered after this date only if the following conditions are met:

1. Your written application for coverage is approved by Us; and
2. the payment of any required premium is made.]

**[Delayed Effective Date]**

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

## Changes in Coverage Provisions

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

The Policy redetermines Your amount of insurance on [the Policy anniversary date.] [the date a change occurs.] [the first day of the Policy month after a change occurs.] [If benefits are based on Your salary, [the Policyholder must report current earnings for all Covered Persons under the Policy on the Policy anniversary.] [the Policyholder must report updates to all Covered Person's earnings as they occur.] Changes to a Covered Person's earnings are subject to any proof of insurability requirements of the Policy. [As of the Policy's redetermination date, We use a Covered Person's salary or earnings on record with Us to: (a) set rates; (b) set benefit amounts and limits; and (c) calculate premium payable under the Policy.]

### **Delayed Effective Date of Change**

You must be Actively at Work on a [Full-time and/or Part-time] basis on the redetermination date. If You are not, Your coverage amount will not change until the date You return to Active Work on a [Full-time and/or Part-time] basis. [Changes in salary or earnings will not apply to a recurring disability.]

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

### **Changes to the Policy**

Any increase or decrease in coverage because of a change in the Plan of insurance will become effective on the date of the change. The Delayed Effective Date provision [and the Pre-existing Condition Limitation provision] will apply to an increase.

## Termination Provisions

### Termination of Employee Insurance

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

1. the last day of the period for which a premium payment is made, if the next payment is not made;
2. the date the Policy terminates, or the date a specified benefit terminates;
3. the date You cease to be a member of a class eligible for insurance;
4. the date You cease to be Actively at Work;
5. if Your coverage is continued under the Waiver of Premium provision, the date specified under "Termination of the Waiver of Premium Benefit."

### [Continuation of Insurance

[If You are unable to perform Active Work for a reason shown below, the Policyholder may continue Your insurance, on a premium-paying basis provided You remain in other respects a member of an Eligible Class. The continuance cannot be more than the maximum continuance shown below. The Employer must act so as not to discriminate unfairly among Employees in similar situations.

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

1. [three] months following the date Active Work stopped due to lay-off or approved leave of absence[, or
2. [twelve] months following the date Active Work stopped due to Your total disability.]]

**Total Disability for Continuation of Insurance** means that You are under the Regular Care of a Physician, and prevented by Injury [or Sickness] from performing all of the Material Duties of Your Regular Occupation.

### [Termination of Dependent Insurance]

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

1. the date he or she ceases to be a Dependent as defined in the Definitions section;
2. the date You cease to be an Employee or a member of a class eligible for Dependent insurance;
3. the last day of the period for which a required Dependent premium payment is made, if the next payment is not made[; or
4. the date the Policy terminates,]
5. [the date Your insurance under the Policy terminates]]

### [Continuation of Insurance for a Handicapped Dependent Child]

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

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

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

## Claim Provisions

### Notice of Loss

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

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

### Proof of Loss

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

### Physical Examination and Autopsy

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

### Payment of Claims

All benefits will be paid to You. Any benefits unpaid at Your death will be paid to the designated Beneficiary. If the Beneficiary dies on the same day the primary Insured dies, benefits will be paid as if that Beneficiary had died before the primary Insured. If there is no named Beneficiary living at Your death, We may pay, at Our discretion, any amount due to one of the following classes of survivors:

1. Your Spouse;
2. Your surviving children in equal shares;
3. Your mother and/or father;
4. Your brother and/or sister; or
5. Your estate.

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

### [Beneficiary

[Your Beneficiary will be the person(s) You name in writing to receive any amount of insurance payable due to Your death. The Beneficiary's name is on record in Our Home Office, or in the Policyholder's office if the group is self-administered. [You are the Beneficiary of the Dependent Accidental Death Benefit Rider if You are living. If You and Your Dependent die in the same Accident, the Dependent benefit will be paid to Your estate.]]

[You may name or change a Beneficiary by giving Us written notice at Our Home Office (or by giving the Policyholder written notice if the group is self-administered) on a form acceptable to Us. When We receive the notice, it will be effective on the date made, subject to any payment We may have made before We receive it.]

### **Assignment**

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

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

### **Authority**

The Policyholder delegates to Us and agrees that We have the sole discretionary authority to determine eligibility for participation or benefits and to interpret the terms of the Policy.

We decide:

1. if a Covered Person is eligible for this insurance;
2. if a Covered Person meets the requirements for benefits to be paid; and
3. what benefits are to be paid by the Policy.

We also interpret how the Policy is to be administered. What We pay and the terms for payment are explained in this Certificate.

### **Limit on Legal Action**

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

### **Review Procedure**

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

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

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

### **Subrogation and Right of Reimbursement**

The Plan assumes and is subrogated to Your legal rights to recover any payments the Plan makes for benefits, when a Sickness or Injury resulted from the action or fault of a third party. The Plan's subrogation rights include the right to recover the amount of benefits paid to You.

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

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

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

#### Priority Right of Reimbursement

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

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

The Plan may notify those parties of its lien and right to reimbursement without notice to or consent from any Covered Person.

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

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

#### Notice and Cooperation

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

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

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

#### Legal Action and Costs

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

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

#### Settlement or Other Compromise

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

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

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

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

#### **Alternate Dispute Resolution Procedures**

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

The following terms are applicable to all disputes:

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

## **Description of the Procedure**

### Inquiry

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

### Appeals

If You are not satisfied with the response to Your inquiry, You may submit a written request (an “appeal”) to the Office of the Appeals Coordinator, USAbLe Life, [PO Box 1650, Little Rock AR 72203-1650], asking that We reconsider an adverse benefit determination. Please contact the Dispute Resolution office if You have any questions about how to submit an appeal to Us. You are not required to use a specific form, but You may request that the Dispute Resolution office send You a blank appeal form to ensure that You provide the information that will be needed to review Your appeal.

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

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

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

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

## **Post Appeal Procedure**

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

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

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

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

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

The arbitrator:

1. shall consider the dispute individually and shall not certify or consider multiple disputes as part of a class action;
2. shall be required to issue a reasoned written decision explaining the basis of his or her decision and the manner of calculating any award;
3. shall limit his or her decision to deciding if Our adverse benefit decision was arbitrary or capricious based on ERISA standards;
4. may not award punitive, extra-contractual, treble or exemplary damages unless permitted to do so by applicable statutes or regulations;
5. may not vary or disregard the terms of the Policy; and
6. shall be bound by controlling law; when issuing a decision concerning the dispute.

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

### **Contact Information**

General Counsel  
USABLE Life  
[P. O. Box 1650  
Little Rock, AR 72203-1650  
Telephone: [1-800-648-0271]]  
Email: [AppealCoordinator@usablelife.com]

Office of the Dispute Resolution Coordinator  
[P. O. Box 1650  
Little Rock, AR 72203-1650  
Telephone: [1-800-648-0271]]  
Email: [AppealCoordinator@usablelife.com]

Office of the Appeal Coordinator  
[P. O. Box 1650  
Little Rock, AR 72203-1650  
Telephone: [1-800-648-0271]]  
Email: [AppealCoordinator@usablelife.com]

## General Provisions

### Entire Contract

This Certificate is furnished in accordance with and subject to the terms of the Policy. The entire contract consists of the Policy, which includes the Group Application, any Amendments and addenda; this Certificate; Your application, if required; and any Riders or Endorsements.

No change in the Policy will be effective until approved by one of Our officers. This approval can only be in writing and must be noted on or attached to the Policy. No agent has authority to change the Policy or Certificate or to waive any of their provisions.

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

### Errors

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

### Misstatements

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

### [Other Insurance With Us

If You are covered under more than one Policy of this form or like form with Us, only one Policy, chosen by You or Your estate, will be effective (this includes coverage for any Covered Person). We will refund all premiums paid for all other policies from the date of duplication less any benefits paid under these policies from such date.]

### Incontestability

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

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

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

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

**Agency**

Neither the Policyholder, any Employer, any Associated Company, nor any administrator appointed by the foregoing is Our agent. We are not liable for any of their acts or omissions.

**Unpaid Premium**

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

**Refund of Premium**

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

**Conformity with State Statutes**

If the provisions of this Certificate do not conform with the applicable laws of the state in which You reside on the Certificate Effective Date, they are hereby amended to conform with the minimum requirements of the statutes of that state.

**Policy Management**

Efficient management of the Policy requires the joint efforts of the Policyholder, USABLE Life, and each Covered Person. Each party has certain duties to bring about the effective administration of the Policy.

**Duties of the Policyholder**

The Policyholder's primary duties under the Policy are listed below.

1. Give Us prompt, written notice of any change in business of the Policyholder and Employer. This includes, but is not limited to:
  - a. the type of business;
  - b. addition or deletion of an Associated Company; or
  - c. financial status due to bankruptcy; merger; acquisition; or dissolution.
2. Give Us pertinent records for all Covered Persons. This includes, but is not limited to:
  - a. hire dates;
  - b. eligibility dates;
  - c. salaries;
  - d. Occupations;
  - e. birth dates; and
  - f. Social Security Number.Give Us updates of such records as needed.
3. Give Us prompt notice of a covered Employee's disability. This notice should be given as soon as possible after the date of Injury or start of Sickness. The most effective time for such notice is when the Employee has not been able to perform Active Work for 30 days.
4. Give Us occupational data for all disabled Employees. This includes, but is not limited to:
  - a. job descriptions and analyses; and
  - b. environmental factors.

**Duties of Covered Persons and Beneficiaries**

You and Your Beneficiary's primary duties under the Policy are listed below:

1. Give notice and proof of loss as soon as possible after the date of Your Injury or Sickness, or the date of Your death, or the death of a covered Dependent, if applicable.
2. Give a complete account of the details of Your Injury or Sickness or the death on a form approved by Us. This will include:
  - a. the cause of Your disability, if known;
  - b. a description of Your Sickness or the Accident that caused Your Injury; and
  - c. a list of all Physicians, Hospitals, or other facilities where You have been treated for the cause of Your disability;
  - d. any other official documents to review the loss such as a certified death certificate, investigating officer's report, or medical records.
3. Allow release of medical and income data needed to adjudicate Your claim.
4. Give periodic medical updates as required by the Policy.
5. Provide evidence of the Regular Care of a Physician, if necessary.
6. Promptly report to Us any changes in Your status such as Your address or telephone number[, or if You return to work or are no longer disabled].
7. If benefits are overpaid, reimburse such overpayment within 60 days of the date benefits were overpaid.
8. Provide proof of Your earnings for the period prior to a loss.
9. [Apply for other income benefits to which You may be entitled.]
10. [Promptly report to Us any amount of income received while You are disabled.]
11. [Promptly report to Us the receipt or denial of such other income benefits. And, appeal any denials to the extent possible.]

### **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.

### **[Waiver of Premium**

We will continue the [Accident] insurance in force on You [and Your covered Dependents] without premium payment if You become Totally Disabled provided:

1. You are insured under this Plan and Actively at Work on or after the Effective Date of the Plan; and
2. the Total Disability begins before age [50 to 70]; and
3. Total Disability has continued without interruption for at least [30 to 180 days] during which time premiums have been paid; and
4. You provide Us with proof of Total Disability as required; and
5. You are still Totally Disabled when You submit the proof of disability. [and
6. this Policy remains in force.]

[Dependent premiums will only be waived if You are also covered and Your premiums are waived.]

### **Amount of Coverage**

The amount of [Accident] insurance continued will be the amount in force on the date You became Totally Disabled. This amount will not be increased while You remain Totally Disabled.

**Definition of Total Disability**

For the purposes of waiver of premium, Total Disability or Totally Disabled means that You are under the Regular Care of a Physician, and prevented by Injury or physical or mental Sickness from performing the Material Duties of any gainful Occupation.

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

**Proof of Total Disability**

Upon receipt of notice of loss, We will provide forms which You must use when giving Us proof of Total Disability. You must give Us proof no later than [12] months after the date You became Totally Disabled. We may at any time require proof that Total Disability continues. You must give Us proof of continuing disability within 60 days after Our request. After You have been Totally Disabled for more than two years from the date of Total Disability, We will not request proof more than once a year. We may require that You be examined at Our expense by a Physician of Our choice.

**Death While Totally Disabled**

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

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

**Termination of the Waiver of Premium Benefit**

You will no longer be eligible for the Waiver of Premium Benefit and the coverage will terminate on the earliest of the following dates:

1. the date You cease to be Totally Disabled. But, if You are still eligible for [Accident] coverage when You return to Active Work, the [Accident] coverage may be continued in force if premium payments are resumed; or
2. the last day of the 60 day period following Our request for proof of Total Disability, if You do not give Us proof or You refuse to take a medical exam; or
3. [for a maximum of [6 to 48] months]; [or
4. the date this Policy is terminated.]

**[Termination of the Waiver of Premium Benefit for the Covered Dependent]**

[The covered Dependent will no longer be eligible for the Waiver of Premium Benefit and the Dependent's coverage will terminate on the earliest of the following dates:

1. the date the Dependent ceases to be a Dependent as defined in the Definition section; or
2. the date You cease to be eligible for coverage under the Waiver of Premium Benefit. But, if the Dependent is still eligible for Dependent insurance when You return to Active Work, the Dependent insurance may be continued in force if premium payments are resumed; [or
3. [12] months from the date Your Total Disability began.]]

**[Portability Privilege**

You may continue Your [and Your Spouse's][and children's] [Accident] coverage if employment terminates and You meet the following requirements on the date employment terminates:

1. Not disabled; [and]
2. [Either:
  - a. are not Retired and are under age [70 to 90]; or
  - b. Retired and are under age [65 to 75].]

Coverage will be continued under the Policy if You elect continuation of coverage under this Portability provision. [Portability is not available upon Policy cancellation].

[Your [Spouse's] [and children's] coverage may not be continued if Your coverage is not continued.] [Dependent children are not eligible for the Portability provision.]

### **Application and Premium Payment**

You must apply for portability in writing to USABLE Life within [30 to 90] days after the date employment ends.

You must pay the required premium [monthly, 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.

### **Amount of Insurance**

The amount of insurance that You [and the] [Spouse] [or children] may continue is the amount in effect on the date employment terminates. The reduction and termination provisions stated in the Certificate will apply to insurance continued under this provision.

### **When Portability Ends**

The continued coverage under this provision will end automatically on the earliest of the following:

1. the date the last period ends for which You made a premium payment;
2. [the premium due date after You have continued coverage under this provision for [1 to 10] years;] [subject to the age requirement listed below]
3. [the date the master Policy terminates;]
4. [the premium due date following attainment of age [70 to 90];
5. [if coverage continued due to Retirement prior to age [65 to 75], on the premium due date following Your attainment of age [65 to 75];
6. the date You become a full-time member of the armed forces of any country; [or
7. [[Spouse] [or child] coverage will end on the premium due date following the date the [Spouse] [or child] ceases to be a Dependent as defined in the Policy, or]
8. [Spouse coverage will end on the premium due date following the Spouse's attainment of age [65 to 90].]

Coverage continued under the Portability provision is in lieu of all other benefits under the Policy. If You return to work with the Employer and again become eligible for [Accident] coverage under the Policy, continued coverage under the Portability provision will cancel on the date coverage is resumed under the Policy.

### **[Other Policy Provisions**

The [Waiver of Premium] Benefit provisions will not apply to insurance continued under the Portability provision.]

With respect to any notice You are required to provide to the Employer under other provisions of the Policy, You must provide such notice to USABLE Life while the insurance is continued under the Portability provision.

### **[Termination of the Policy]**

Portability coverage may continue beyond the termination date of the Policy, subject to the timely payment of premiums. Benefits, terms and conditions for portability coverage will be determined as if the Policy had remained in full force and effect.]]

## **[Continuity of Coverage]**

### **Definitions**

**Prior Plan** means the Policyholder's Plan of [Group] [Accident] insurance, if any, under which You were insured on the day before the Effective Date of this Policy.

**Prior Plan Benefits** mean the benefits, if any, that would have been paid to You under the Prior Plan had it remained in effect, and had You continued to be insured under the Prior Plan.

If You were Insured by the Prior Plan for [Group] [Accident] benefits just before You became eligible for coverage under this Plan; and You are in active employment; and You are insured under this Plan, then You may be eligible for coverage if Your Accident or Sickness is due to a pre-existing condition.

In order to receive payments from Us, You must satisfy the pre-existing condition limitation of:

1. this Plan; or
2. the Prior Plan, had the Plan stayed in effect.

We will consider the total amount of time You were continuously insured under both the Prior Plan and this Plan to determine if You satisfy the pre-existing condition limitation. If You cannot satisfy the pre-existing condition limitation of either Plan then We will not pay You for Your Accident or Sickness.

We will determine Our payment to You using the provisions of Your coverage with Us with respect to eligibility, Elimination Period, benefit amount and maximum benefit duration.]

## **Exclusions and Limitations**

### **What We Will Not Pay For:**

This Policy pays only for loss resulting from an Accident as defined in this Policy. It DOES NOT cover Injury incurred as a result of the Covered Person:

1. [Being exposed to War or any act of War, declared or undeclared, or serving in any of the armed forces.]
2. [Actively participating in a Riot or insurrection.]
3. [Intentionally self-inflicting bodily Injury or attempting suicide, while sane or insane.]
4. [Participating in any form of flight aviation other than as a fare-paying passenger in a fully licensed/passenger-carrying aircraft.]

5. [Participating in, or attempting to participate in, an illegal activity that is defined as a felony as defined by the law of the jurisdiction in which the activity takes place, whether charged or not; or being incarcerated in any type of penal institution.]
6. [Participating in any activity or event, including the operation of a vehicle, while under the influence of a narcotic (unless prescribed by a Physician and taken according to the Physician's instructions) or while intoxicated. "Intoxicated" means that condition as defined by the laws of the jurisdiction in which the Accident occurred. Conviction is not necessary for a determination of being intoxicated.]
7. [Voluntarily taking, administering, absorbing, or inhaling poison, gas, or fumes.]
8. [Driving any commercial passenger-carrying vehicle, except school buses, for wage, compensation or profit.]
9. [Engaging in hazardous avocations. Engaging in bungee jumping, sail gliding, parasailing, parakiting, mountaineering using ropes and/or other equipment, parachuting or hang gliding, or jumping, parachuting or falling from any aircraft or hot air balloon, including those which are not motor driven.]
10. [Having cosmetic surgery or other elective procedures that are not medically necessary, or having dental treatment except as a result of Injury.]
11. [Practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received. sport or activity for wage, compensation or profit.]
12. [Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.]
13. [Having any Sickness or declining process caused by a Sickness, including physical or mental infirmity or infection (except bacterial infection from a Accidental Injury). (Exception number 11 does not apply to the Sickness Disability Benefit Rider if attached to this Policy.)]
14. [Incurring Injuries that occur in the workplace or during the course of any employment for pay, benefit, or profit.]
15. [Benefits are not payable for services rendered by an Immediate Family Member.]

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

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

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

### **[Geographic Limitation**

We will not provide benefits for treatments received outside the territorial limits of the United States or its possessions.]

## **Benefits**

If a Covered Person receives an Accidental Bodily Injury and expenses are incurred, We will pay the following benefits according to [the Schedule of Insurance/Your application]. Such Injury must be independent of disease or bodily infirmity other than an Accident[.], except for Wellness benefit if included]. Such Accident must occur while coverage is in force.

Benefit payment will be made directly to You, unless You assign benefits. Proof of Loss must be submitted to Us for each incurred expense. Under no conditions will We pay any benefits for losses or medical expenses incurred prior to the Effective Date.

[The benefits described below are for one unit of coverage. See Your [Schedule of Insurance/application] for the number of units of coverage You have in force for each module.]

[The benefits described below are for one unit of coverage. The number of units selected by the Policyholder for each benefit (module) is shown on the Schedule of Insurance. Your application identifies the Plan You selected for the number of units of coverage You have in force for each module.]

### **[Module 1 – Accident Treatment**

#### **[Initial Physician Office Visit**

We will pay \$25 per unit if a Covered Person receives treatment or advice in a Physician's office for an Injury within [30 to 180] days of an Accident. Treatment or advice is limited to a Physician's office which does not include treatment or advice in an Emergency Room. We will pay for such treatment or advice as follows:

1. Treatments must be furnished by a Physician in a Physician's office;
2. Such treatment or advice must begin within [30 – 180] days of the Accident;
3. [This benefit is payable up to a maximum of [1 to 10] treatments or advice per Covered Person per year;]
4. [This benefit is payable up to a maximum of [1 to 20] treatments or advice per Certificate per year.]

This benefit is not payable for the same visit that the Physical Therapy Benefit or Emergency Treatment Benefit is paid.]

#### **[Emergency Treatment Benefit**

We will pay \$25 per unit of coverage if a Covered Person receives Necessary Treatment for an Injury due to an Accident. This benefit is payable for treatment for X-rays, treatment received in an Emergency Room or Standalone Emergency Center. Necessary Treatment must be received within [48 – 120] hours of such Accident for benefits to be payable. This benefit is payable once per Accident, per Covered Person.

If the Covered Person has been treated in an Emergency Room or Standalone Emergency Center for a laceration that is repaired without stitches, staples, or glue, or for the removal of a

foreign object from the eye; We will pay \$10 per unit of coverage under this benefit and the Follow-up Physician Visit benefit combined. This benefit and the Initial Physicians Office Visit benefit are not payable together.]

### **Emergency Dental Work**

We will pay the benefit shown below per unit of coverage if the Covered Person receives Necessary Treatment for Injuries sustained in an Accident. Treatment must begin within [15 – 180] days after the Accident. Payment is limited to one dental benefit per Covered Person per Accident.

<b>Amount</b>	<b>Benefit per Unit</b>
Broken tooth repaired with crown	\$50
Broken tooth resulting in extraction	\$20]

### **Major Diagnostic Examinations Benefit**

We will pay \$40 per unit, per Covered Person, for one major diagnostic examination per Accident. Such examination must be performed within [30 – 365] days due to Injuries sustained in an Accident. These exams must be performed in a Hospital, a Physician’s office, or an Ambulatory Surgical Center.

Major diagnostic examinations are limited to the following:

1. CT (computerized tomography) scan;
2. MRI (magnetic resonance imaging); and
3. EEG (electroencephalogram).]

### **Lacerations**

We will pay the benefit up to the incurred charges of \$90 per unit of coverage if the Covered Person receives Necessary Treatment for a laceration, a cut requiring sutures that is sustained in an Accident. The Injury must be repaired by a Physician within [24 – 120] hours of the Accident.

Lacerations not requiring stitches, staples or glue will be paid up to the incurred charges of \$20 per unit of coverage.]

### **Burns**

We will pay the indemnity benefit shown below per unit of coverage if the Covered Person receives Necessary Treatment for one or more burns as a result of an Accident. Treatment must begin within [24 – 120] hours after the Accident. We will pay the amount shown below only once per Covered Person per Accident.

<b>Burn Benefit</b>	<b>Benefit per Unit</b>
1. Second and third degree burns covering less than 15% of the total body surface	\$100

- |  |       |
|--|-------|
| 2. Second and third degree burns covering<br>15% or more of the total body surface | \$500 |
|--|-------|

One or more skin grafts for a covered burn will be paid at 50% of the Burn benefit amount We paid for the burn involved.]

**Eye Injury**

We will pay the benefit shown below per unit of coverage if the Covered Person receives Necessary Treatment for an eye Injury as the result of an Accident. The eye Injury must require surgery or the removal of a foreign object by a Physician within [30 – 180] days after the Accident. An examination with anesthesia will not be considered surgery.

<b>Eye Injury Benefit</b>	<b>Benefit per Unit</b>
1. With surgical repair	\$ 40
2. Non-surgical removal of foreign body by a Physician	\$ 7

We will pay the amount shown per Covered Person per Accident.]

**Brain Injury Diagnosis**

We will pay \$100 per unit for a diagnosis of concussion; cerebral laceration; cerebral contusion; or intracranial hemorrhage by a Covered Person as the result of an Accident. Necessary Treatment must be received within [24 – 120] hours of such Accident.

Diagnosis of the covered traumatic brain Injury by computed tomography (CT) scan. Magnetic resonance imaging (MRI), electroencephalogram (EEG), positron emission, Tomography (PET) scan, or X-ray must occur within [30] days of the Injury. This benefit is payable once per Covered Person, per Accident.]

**Dislocation Benefit**

We will pay the benefit shown below per unit of coverage for the treatment listed if the Covered Person receives Necessary Treatment for a dislocation sustained in an Accident. A dislocation is a completely separated joint. It must be diagnosed as a dislocation by a Physician within [15 – 180] days after the Accident. It can be corrected by open (surgical) or closed (non-surgical) reduction.

If a Physician diagnoses the dislocation as an incomplete dislocation, We will pay [10% to 50%] of the amount shown for the joint involved. An incomplete dislocation is a dislocation in which the joint is not completely separated.

Dislocations which are reduced under general anesthesia are payable as follows:

1. If a Covered Person receives more than one dislocation in an Accident and requires open or closed reduction, We will pay [150% to 200%] of the amount for the dislocation involved that has the highest benefit amount. No other amount will be paid under this benefit;
2. If a Covered Person receives a dislocation and a fracture in the same Accident, We will pay [150% to 200%] of the amount for the dislocation or fracture involved that has the

highest benefit amount. No other amount under this benefit or the Fracture benefit will be paid;

3. If a dislocation is reduced without general anesthesia by a Physician, We will pay [10% to 50%] of the amount shown for the dislocation involved; and
4. Benefits are payable only for the first dislocation of a joint. If a Covered Person dislocates a joint and then dislocates the same joint again, the second same joint dislocation would not be covered.

<b>Dislocation Benefit</b>	<b>Benefit Per Unit</b>
<b>Hip</b>	
Open Reduction .....	\$550
Closed Reduction .....	\$150
<b>Knee or Shoulder</b>	
Open Reduction .....	\$120
Closed Reduction .....	\$50
<b>Collar Bone</b>	
Open Reduction .....	\$190
Closed Reduction .....	\$40
<b>Ankle or Foot (excluding toes)</b>	
Open Reduction .....	\$150
Closed Reduction .....	\$55
<b>Lower Jaw</b>	
Open Reduction .....	\$120
Closed Reduction .....	\$60
<b>Wrist or Elbow</b>	
Open Reduction .....	\$95
Closed Reduction .....	\$45
<b>Toe or Finger</b>	
Open Reduction .....	\$25
Closed Reduction .....	\$12

**Fracture Benefit**

We will pay the benefit as shown below per unit of coverage if the Covered Person receives Necessary Treatment for treatment of a fracture, a break in a bone which can be seen by X-ray, diagnosed by a Physician within [7 to 60] days after the Accident. The fracture must require open (surgical) or closed (non-surgical) reduction by a Physician.

If a Covered Person receives more than one fracture in an Accident and requires open or closed reduction, We will pay [150% to 200%] of the amount for the fracture involved that has the highest benefit amount. No other amount will be paid under this benefit.

If a Covered Person receives a fracture and a dislocation in the same Accident, We will pay [150% to 200%] of the amount for the fracture or dislocation involved that has the highest benefit amount. No other amount under this benefit or the dislocation benefit will be paid.

If a Physician diagnoses the fracture as a chip fracture, We will pay [10% to 25%] of the amount shown 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.

<b>Fracture Benefit</b>	<b>Benefit Per Unit</b>
Hip	
Open Reduction .....	\$550
Closed Reduction .....	\$275
Leg	
Open Reduction .....	\$240
Closed Reduction .....	\$125
Skull	
Depressed .....	\$600
Simple .....	\$150
Hand (excluding fingers) Foot (excluding toes/heel), Wrist, Shoulder Blade, Forearm, Ankle, Elbow, Kneecap, Sternum or Lower Jaw	
Open Reduction .....	\$120
Closed Reduction .....	\$60
Vertebrae (body of), Pelvis (excluding coccyx)	
Open Reduction .....	\$240
Closed Reduction .....	\$120
Upper Jaw, Upper Arm or Face (excluding Nose), Collar Bone	
Open Reduction .....	\$140
Closed Reduction .....	\$70
Rib(s)	
Open Reduction .....	\$240
Closed Reduction .....	\$30
Nose, Heel or Finger(s)	
Open Reduction .....	\$120
Closed Reduction .....	\$30
Coccyx	
Open Reduction .....	\$50
Closed Reduction .....	\$30
Toe(s)	
Open Reduction .....	\$50
Closed Reduction .....	\$30
Vertebral Processes	
Open Reduction .....	\$240
Closed Reduction .....	\$40

Benefits are not payable for services rendered by an Immediate Family Member.]]

## **[Module 2 – Hospital Care**

### **[Initial Hospitalization/Intensive Care Unit Benefit**

We will pay \$200 per unit of coverage if a Covered Person is admitted for [24] hours or more and confined to a Hospital, Hospital Intensive Care Unit or a Sub-Acute Intensive Care Unit because of Injuries received in an Accident. The Covered Person must become confined as a resident bed patient to a Hospital within [24 hours to 60 days] after the Accident. This benefit is payable once per Hospital Confinement and only once per [Calendar Year per] Covered Person.

We will not pay this benefit for confinement to an observation unit, for Emergency Room treatment or Outpatient treatment.]

### **[Surgery Benefit**

We will pay \$250 per unit of coverage when a Covered Person undergoes abdominal or thoracic surgery within [24 to 120] hours of the Accident for an Injury. Surgery must be for repair of internal Injuries. For exploratory or other surgery without repair We will pay \$50 per unit of coverage. Hernia repair will not be covered under this benefit.

This benefit is payable once per Accident, per Covered Person.]

### **[Ambulance Benefit**

We will pay for the per unit benefit amount shown below for ground or air ambulance transportation if a licensed professional ambulance company transports a Covered Person to or from a Hospital or between medical facilities where treatment is received for Injuries as a result of an Accident. The ground ambulance transportation must be between [30 to 180] days of the Accident. The air ambulance transportation must be within [24 to 120] hours of the Accident. We will pay [the ground or air ambulance, but not both], once per Accident, per Covered Person.

<b>Ambulance Benefit</b>	<b>Benefit per Unit</b>
1. Ground Ambulance	\$40.00
2. Air Ambulance	\$250.00

[This benefit is limited to [one to ten] times per Calendar Year per Covered Person[.] ; and [one to twenty] times per Calendar Year per Certificate.]]

### **[Blood, Plasma, and Platelets**

We will pay \$40 per unit of coverage if a Covered Person is injured in an Accident and requires any of the following within [30 to 180] days after the Accident as a result of the Injury:

1. transfusions of whole blood and blood products which are limited to red blood cells
2. platelets
3. fresh frozen plasma
4. cryoprecipitate and leukocytes including the processing, typing, cross-matching, and administration of the blood or blood products

We will pay this amount once per Accident, per Covered Person.]]

## **[Module 3 – Follow-Up Care**

### **[Physician Follow-Up Treatment Benefit**

We will pay \$10 per unit if a Covered Person first receives treatment for an Injury within [48 – 120] hours of an Accident and later requires additional treatment for the same Injury. We will pay for such follow-up treatment as follows:

1. This benefit is payable up to a maximum of [three to ten] follow-up treatments per Accident, per Covered Person.
2. Such treatment must begin within [15 – 180] days of, and be completed within the [six-month to 12 month] period following the later of the following dates:
  - a. the Accident;
  - b. discharge from the Hospital from a confinement; or
  - c. discharge from the Extended Care Facility; and
3. Treatments must be furnished by a Physician in a Physician's office or in a Hospital on an Outpatient basis.

This benefit is not payable for the same visit that the Physical Therapy benefit is paid or the Initial Physician Office Visit benefit is paid.]

### **Rehabilitation Unit Confinement**

We will pay \$25 per unit if a Covered Person incurs a charge for and is transferred to a Rehabilitation Unit immediately after a period of Hospital Confinement due to an Accident. We will pay this amount for each day of confinement in a Rehabilitation Unit, up to a maximum of [10 to 60] days per Covered Person per Accident but not to exceed [10 to 120] per Calendar Year.

We will not pay both the Rehabilitation Unit Confinement and the Accident Hospital and ICU Daily Benefit Rider concurrently.]

### **Physical Therapy Benefit**

We will pay \$20 per visit per unit of coverage if a Covered Person requires physical therapy as a result of an Accident. We will pay this amount per visit with a maximum of [three to ten] visits per Accident. The therapy must begin within [30 to 180] days after the Accident and must be completed within [six to twelve] months after the Accident. All services must be prescribed by a Physician and rendered by a licensed physical therapist and performed in an office or in a Hospital on an inpatient or Outpatient basis. This benefit is not payable for the same visit that the Physicians Follow-up Treatment benefit is paid.

Physical therapist is anyone, other than You or Your Immediate Family Member, who is licensed as a physical therapist and certified to treat physically disabled or handicapped persons with physical agents and methods such as massage, manipulation, therapeutic exercise, cold, heat, hydrotherapy, electrical simulation, and light to assist in rehabilitation.]

### **Appliance**

We will pay the per unit benefit amount of \$20 for a medical appliance recommended by a Physician as an aid in personal locomotion. Treatment of Injuries sustained in an Accident must be performed within [30 to 365] days of the Accident. Benefits include and are payable for such items as crutches, leg braces, wheelchairs, and walkers. This benefit is not payable for prosthetic devices.]

## **[Prosthetic Devices**

Benefits are payable for one or more prosthetic devices. The prosthetic device(s) must be received within [30 to 365] days of the Accident. This benefit is not payable for hearing aids, dental aids (including false teeth), eye glasses, or for cosmetic prosthetic devices such as hair wigs. We will not pay for joint replacement, such as an artificial hip or knee.

Benefits are payable for eye Injury.

### **Prosthetic Device Benefit**

1. Benefit for one prosthetic device; or
2. Benefit for two or more prosthetic devices.

### **Benefit per Unit**

\$75.00  
\$150.00]]

## **[Module 4 – Transportation/Lodging Assistance**

### **[Family Lodging**

If the Covered Person is injured in an Accident that requires non-local Hospital Confinement, We will pay \$25 per unit of coverage for accommodations for a member of the immediate family to accompany the Covered Person. This benefit will be paid as follows:

1. Necessary Treatment for Injuries must be within [30 to 180] days of the Accident;
2. Accommodations will be for a room in a motel, hotel, or other accommodations acceptable to Us;
3. The Hospital and accommodations must be more than [75 to 150] miles from the permanent residence of the Covered Person; and
4. The accommodations will be for a period not to exceed [10 to 45] days.

The benefit is payable once per Accident, per Covered Person.]

### **[Transportation**

We will pay the per unit benefit amount of \$100 per roundtrip to the Hospital if a Covered Person requires special treatment in a Hospital located more than [75 to 150] miles from the person's residence or site of the Accident for Injuries sustained within [30 to 180] days of the Accident. This benefit will be paid only for (a) the Covered Person for whom the treatment is prescribed, and (b) if the treatment is for a Dependent child and commercial travel is necessary, the Dependent child's parent or legal guardian who travels with the child. Only one person will be paid to travel with the Dependent child. The local attending Physician must prescribe the treatment, and the treatment must not be available locally. This benefit is not payable for transportation by ambulance or air ambulance to the Hospital. This benefit is payable for up to [3 to 10] trips per Calendar Year per person.]

### **[Post Accident Transportation**

We will pay the per unit benefit amount of \$50 per trip for a Covered Person's transportation from the Hospital to the Covered Person's permanent residence. We will pay for such transportation under the following conditions:

1. The Covered Person is Hospital Confined and paid under the Accident Hospital and ICU Daily Benefit Rider for [3 to 10] consecutive days;

2. The Covered Person resides more than [100 to 500] miles from the Hospital in which the Covered Person is Hospital Confined; and
3. The transportation by the Covered Person from the Hospital to the Covered Person's permanent residence is by licensed common carrier for the transportation of passengers.

This benefit will be paid only for the Covered Person for whom the transportation is hired. This benefit is not payable for transportation by ambulance or air ambulance.]]

## **[Module 5 – Surgery Benefits**

### **[Tendon/Ligament**

We will pay \$100 per unit of coverage for each Accident if a Covered Person receives one or more injured tendons or ligaments within [30 to 180] days of the Accident. The tendon or ligament must be torn, ruptured or severed. A Physician must repair it through surgery within [six to twelve] months after the Accident.

If the Covered Person is in an Accident and receives a fracture or a dislocation and tears, ruptures, or severs a tendon or ligament, We will pay only one benefit. We will pay the larger of either the Tendon/Ligament benefit, the Fracture benefit, or the Dislocation benefit. If exploratory arthroscopic surgery is performed and no repair is done, We will only pay \$25 per unit of coverage.]

### **[Torn Knee Cartilage**

We will pay the benefit shown below per unit of coverage for the treatment listed if a Covered Person receives treatment for a torn knee cartilage sustained in an Accident. It must be treated by a Physician within [30 to 180] days after the Accident. A Physician must repair it through surgery within [six to twelve] months after the Accident. Only one payment amount under this benefit will be paid per Covered Person per Accident.

<b>Torn Knee Cartilage Benefit</b>	<b>Benefit per Unit</b>
1. Exploratory surgery without repair or if the cartilage is shaved (debridement)	\$75
2. Surgical Repair	\$100]

### **[Ruptured Disc**

We will pay \$100 per unit of coverage if a Covered Person receives treatment for a ruptured disc sustained in an Accident. A ruptured disc is a herniated, ruptured or prolapsed intervertebral disc that is diagnosed by myelography, computed tomography (CT) or magnetic resonance imaging (MRI). A Physician must treat it within [30 to 180] days after the Accident. It must be repaired through surgery by a Physician within [six to twelve] months after the Accident.

Only one payment amount under this benefit will be paid per Covered Person per Accident.

This benefit is not payable for the Surgery benefit.]

### **[Torn Rotator Cuff**

We will pay \$100 per unit of coverage if a Covered Person receives treatment for one or two torn rotator cuffs sustained in an Accident. A Physician must repair the torn rotator cuff through surgery within [30 to 180] days after the Accident. It must be repaired through surgery by a Physician within [six to twelve] months after the Accident.

This benefit is not payable for the Surgery benefit.]]

### **[Module 6 – Wellness Benefit**

**[Waiting Period** – Payments under this benefits will not be made for test performed within [0 to 365] days after the Effective Date of coverage].

[After the Waiting Period, ] We will pay \$15 per unit, for each Covered Person when a charge is incurred for one of the below-listed health screening tests. This benefit is limited to [one] payment[s] per Calendar Year per [Covered Employee & Spouse] [Covered Person]] and [two] payments per Calendar Year per covered children.

Health Screening Tests - The annual health screening tests payable under this benefit are listed as follows:

Biopsy	Flexible sigmoidoscopy
Blood test for triglycerides	Hemocult stool analysis
Bone marrow testing	Mammography
Breast ultrasound	Pap test
CA 125 (blood test for ovarian cancer)	PSA (prostate-specific antigen tests)
CA 15-3 (blood test for breast cancer)	Serum cholesterol test to determine HDL/LDL level
CEA (blood test for colon cancer)	Serum Protein Electrophoresis (blood test for myeloma)
Chest X-ray	Stress test on a bicycle or treadmill
Colonoscopy	Thermography
Fasting blood glucose test	

Health screening tests must be performed under the supervision of or recommended by a Physician, and a charge must be incurred. Satisfactory proof of the charges incurred for the health screening tests must be submitted with each new claim. Under no condition will We pay any benefits for losses incurred prior to the Effective Date.]



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## Accidental Death and Dismemberment [Off-The-Job] Benefit Rider

This Rider is issued in consideration of the application and payment of any required premium. Except as shown in this Rider, the provisions of the Certificate to which this Rider is attached will prevail.

This Rider is made part of the Certificate issued by US Able Life to which it is attached.

This Rider takes effect [on January 1, 2013] and expires at the same time as the Policy or Certificate.

This Rider only applies to death and Dismemberments which occur on or after this date.

### DEFINITIONS

In addition to the definitions contained in the Policy and Certificate, the following definitions apply to this Rider:

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

**Accidental Body Injury** means an Injury or Injuries for which Necessary Treatment is received and benefits are provided. 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 Rider is in force.

**[Air Bag System** means a properly functioning, original, factory-installed supplemental restraint system that inflates on impact and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.]

**[Automobile** means any of the following validly registered vehicles: four-wheel private passenger cars (including Policyholder-owned cars); station wagons; and sports utility cars, pick-up trucks and vans that are used only as a private passenger car and not to transport passengers for hire.]

**[Dismemberment** means an Injury that, directly and independently of all other causes, results in the complete severance of a body extremity or the complete loss of sight, speech, or hearing.

Loss of a hand means the entire loss of at least four fingers. Loss of a finger or toe means complete severance at the hand or foot. Loss of a foot means complete severance at or above the ankle joint. Loss of an arm means complete severance above the elbow. Loss of a leg means complete severance above the knee. Loss of sight, speech, or hearing means total and permanent loss of sight, speech, or hearing.]

**[Off-the-Job Accident** means an Accidental Bodily Injury which does not occur while the Covered Person is in the workplace or during the course of any employment for pay, benefit, or profit.]

**[Paralysis** means loss of use, without severance, of a limb. The loss must be determined by a physician to be complete and not reversible.]

**Proceeds** means the amount of benefits payable for an Accidental Death and Dismemberment is equal to the Accidental Death and Dismemberment benefit amount per unit, times the number of units selected, less any premium due and unpaid.

**Public Transportation** means a public passenger conveyance operated by a licensed common carrier for the transportation of the general public for a fare and operating on regularly scheduled passenger routes with a definite schedule of departures and arrival times. Common carrier vehicles are limited to commercial airplanes, trains, buses, trolleys, subways, ferries, and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis, limousines, and privately chartered vehicles are not common carriers.

**[Seatbelt** means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seatbelt will include a lap belt only if the Automobile was not equipped with a combination lap and shoulder restraint system when manufactured.]

**Survivor** means the surviving Covered Person, if the Spouse is deceased from the Accidental Death; the surviving Spouse, if the Covered Person is deceased from the Accidental Death; or the legally appointed guardian of each surviving child if both the Covered Person and Spouse are deceased.

## EXCLUSIONS AND LIMITATIONS

### What We Will Not Pay For:

This Rider pays only for loss resulting from an Accident as defined herein. It DOES NOT cover Injury incurred as a result of the Covered Person:

1. [Being exposed to war or any act of war, declared or undeclared, actively participating in a riot or insurrection, or serving in any of the armed forces.]
2. [Intentionally self-inflicting bodily Injury or attempting suicide, while sane or insane.]
3. [Participating in any form of flight aviation other than as a fare-paying passenger in a fully licensed/passenger-carrying aircraft.]
4. [Participating in, or attempting to participate in, an illegal activity that is defined as a felony as defined by the law of the jurisdiction in which the activity takes place, whether charged or not; or being incarcerated in any type of penal institution.]
5. [Participating in any activity or event, including the operation of a vehicle, while under the influence of a narcotic (unless prescribed by a physician and taken according to the physician's instructions) or while intoxicated. Intoxicated means that condition as defined by the laws of the jurisdiction in which the Accident occurred. Conviction is not necessary for a determination of being intoxicated.]

6. [Treatment for alcoholism or drug addiction, or the use of alcohol or drugs (unless administered by a Physician and taken according to the Physician's instructions) or voluntarily taking, administering, absorbing, or inhaling poison, gas, or fumes.]
7. [Driving any commercial passenger-carrying vehicle, except school buses, for wage, compensation or profit.]
8. [Engaging in bungee jumping, sail gliding, parasailing, parakiting, mountaineering using ropes and/or other equipment, parachuting or hang gliding, or jumping, parachuting or falling from any aircraft or hot air balloon, including those which are not motor driven.]
9. [Having cosmetic surgery or other elective procedures that are not medically necessary, or having dental treatment except as a result of Injury.]
10. [Practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received. sport or activity for wage, compensation or profit.]
11. [Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.]
12. [Incurring Injuries that occur in the workplace or during the course of any employment for pay, benefit, or profit.]

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

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

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

## **BENEFITS**

[The benefits described below are for one unit of coverage. See Your schedule of insurance for the number of units of coverage You have in force for this Rider.]

[The benefits described below are for one unit of coverage. The number of units selected by the Policyholder for this Rider is shown on the schedule of insurance. The number of units or amount of coverage selected by You is on Your application.]

We will pay the following benefits as applicable if a Covered Person's Death or Dismemberment is caused by an Accident. The loss must occur within [30 – 365] days of the Accident or Injury. Death or Dismemberment must be independent of disease or bodily infirmity or any other cause other than an Accident. Such Accident must occur while coverage is in force.

### **Accidental Death Benefit (AD)**

If the Covered Person dies as the result of an Injury, We agree to pay the Proceeds to the Beneficiary. This Rider must be in force at the time of death. We must receive satisfactory proof of the Covered Person's death. If an Accidental Dismemberment benefit has been paid prior to an Accidental Death resulting from the same Accident, the Accidental Death benefit due will be reduced by any Accidental Dismemberment benefits amount previously paid.

One of the following benefits, not both, is payable per unit, per Accident, for each Covered Person as shown below:

	Insured	Spouse	Child
1. Common Carrier Accidental Death	\$30,000	\$30,000	\$7,500
2. Other Accidental Death	\$20,000	\$20,000	\$2,500

**Common Carrier Accidental Death**

We will pay the Common Carrier benefit for an Accidental Death if both of the following events occur:

1. The Covered Person dies as a result of an Accident for which an Accidental Death benefit is payable; and
2. The Accident occurs while the Covered Person was riding as a fare-paying passenger (not as a pilot or crew member) in or boarding or alighting from Public Transportation.

**Other Accidental Death**

Any covered Accidental Death other than a common carrier.

**Accidental Dismemberment Benefits**

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

Loss of Two or More Members	[50% to 100%] of the AD Amount
Loss of One Member	[25% to 100%] of the AD Amount
Loss of Thumb and Index Finger of the Same Hand	[10% to 50%] of the AD Amount

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

**Paralysis Benefit Amount**

If the Covered Person suffers one of the paralyzes named below, We will pay the Covered Person the benefit amount shown.

<b>Paralysis</b>	<b>Benefit Amount</b>
Quadriplegia ..... <i>(The complete and irreversible Paralysis of both upper and lower limbs)</i>	[25% - 100%] of the AD amount
Paraplegia..... <i>(The complete and irreversible Paralysis of both lower limbs)</i>	[25% - 100%] of the AD amount
Hemiplegia..... <i>(The complete and irreversible Paralysis of the upper and lower limbs on one side of the body)</i>	[25% - 100%] of the AD amount

We may require, at Our expense, that the Covered Person have a physical examination by a physician of Our choice before payment of a Paralysis benefit.

**Coma Benefit**

If as a result of an Accident, a Covered Person is injured, We will pay a benefit if the Covered Person becomes comatose within [1 to 30] days of the Accident, and remains comatose beyond the Elimination Period.

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

The "Elimination Period" is the [1 to 30] day period from the day the Covered Person becomes comatose.

We will pay this benefit from the end of the Elimination Period, based upon the Covered Person's AD benefit amount, at the rate of [3% - 10%] of the full benefit amount per month [or [3% - 10%] of the difference between the full benefit amount and the amount of any benefits paid for loss arising out of the same Accident, whichever is less.] We will cease payment on the earliest of:

1. the end of the month in which the Covered Person dies;
2. the end of the [11th – 100th] month for which this benefit is payable; or
3. the end of the month in which the Covered Person recovers from the coma.

Monthly Coma benefit payments will be payable to the Covered Person's legal guardian, or in the event no legal guardian is appointed, to the person who in Our opinion is responsible for the Covered Person's care. In the event of the Covered Person's death, any Accidental Death benefits payable will be paid to the Covered Person's Beneficiary.

If the Covered Person dies as a result of the 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 benefit amount.

If the Covered Person remains comatose after this coma benefit is payable for [11 straight months – 100 straight months], benefits will be paid under the Policy for Accidental Death; however, in no event shall the total amount paid for all benefits exceed the Covered Person's Accidental Death benefit amount.

### **Seat Belt Benefit**

We will pay an additional Accidental Death benefit of [3% - 100%] of the Covered Person's Accidental Death benefit not to exceed [\$1,000 - \$50,000]. We will pay this benefit if the Covered Person suffers loss of life, as the result of an Accident which occurs while he is driving or riding in a private passenger car, if:

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

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

If the official report reflects that the Covered Person was not wearing the seat belt(s) or was not correctly wearing the seat belt(s), We will not pay a benefit under this provision. If such certification is not available, and it is unclear whether the Covered Person was properly wearing a seat belt, then We will pay a fixed benefit of [\$1,000 to \$10,000] to the designated Beneficiary.

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

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

### **Air Bag Benefit**

We will pay an additional benefit if a Seat Belt benefit is payable under this Rider and if the Covered Person is positioned in a seat protected by a properly functioning, original, factory-installed Supplemental Restraint System that inflates on impact. The additional amount payable under this Benefit is [3% - 100%] of the Covered Person's Accidental Death benefit not to exceed [\$1,000-\$50,000].

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

### **Repatriation Benefit**

We will pay a Repatriation Benefit if the Covered Person dies:

1. as the result of an Accident for which an AD benefit is payable; and
2. while traveling beyond [75 to 150] miles from his permanent residence or outside the territorial boundaries of the United States. Mileage will be measured as map miles from his permanent residence.

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

1. minimum of [\$250 to \$1,000],
2. up to a maximum of [10% - 100%] of the Covered Person's AD benefit not to exceed [\$1,000 - \$25,000].

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 that paid benefits in the absence of this coverage.

### **Child Educational Benefit**

We will pay a Child Education benefit if the Covered Person:

1. dies as a result of an Accident; and
2. is survived by a Dependent child who:
  - a. on the date of the Accident, was enrolled as a full-time student in any school beyond the twelfth grade level; or
  - b. was at the twelfth grade level and later enrolls as a Full-time student at a school of higher learning within [90 to 365] days after the Accident

The Special Education benefit is payable for each child who qualifies:

1. in an amount equal to [3% - 25%] of the Covered Person's Accidental Death benefit, but not more than [\$1,000 - \$25,000] per year;
2. once a Calendar Year for not more than [2 - 6] consecutive years;
3. only while the child continues as a full-time student at a school of higher learning; and

4. prior to any annual payment, the Dependent child or his guardian must furnish evidence to Us from the registrar of the school of higher learning that the Dependent child is a full-time student.

If, at the time of Accident, there is no Dependent child who qualifies, We will pay an additional benefit of [\$1,000 - \$10,000] to the Covered Person's designated Beneficiary.

### **Child Care Center Benefit**

We will pay this benefit if the Covered Person:

1. dies as a result of an Accident; and
2. is survived by a Dependent child who:
  - a. on the date of the Accident was enrolled in a legally licensed child care center; or
  - b. is enrolled in a legally licensed child care center within [90 - 365] continuous days from the date of the Accidental Death; and
  - c. is under 13 years of age.

The Child Care Center benefit is payable for each child who qualifies:

1. in an amount equal to [3% - 25%] of the Covered Person's Accidental Death full benefit, but not more than [\$1,000 - \$25,000] 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 once a year for not more than [2 - 6] consecutive years, or until the Dependent child's 13th birthday, whichever happens first.

Child Care Center benefits 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.

If, at the time of the Accident, there is no Dependent child who qualifies, We will pay an additional benefit of [\$1,000 - \$10,000] to the Covered Person's designated Beneficiary.

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

1. is run according to law, including laws and regulations applicable to child care facilities; and
2. provides care and supervision for children in a group setting, on a regular, daily basis.

A Child Care Center does not include:

1. a Hospital; or
2. a child's home; or
3. care provided during normal school hours while a child is attending grades one through twelve.

At the end of each [twelve-month] period following the Covered Person's death, We will pay the [annual, semi-annual] benefit to the claimant. Bills must be submitted to Us at the end of the [three-month - twelve-month] period. A [three-month - twelve-month] period starts:

1. when 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.

### **Spouse Training Benefit**

Spouse Training benefits will be payable if You have a surviving Spouse who:

1. enrolls within [90 to 365] days after Your death in any accredited school for the purpose of retaining or refreshing skills needed for employment; and
2. incurs expenses payable directly to, or approved and certified by such school.

We will pay the cost of such incurred expense:

1. in an amount equal to [3% - 25%] of Your Accidental Death benefit, but not to exceed [\$1,000 - \$25,000] per year; and
2. once a Calendar Year for not more than [2 - 6] consecutive years.

If, at the time of the Accident there is no surviving Spouse who is eligible for Spouse Training benefits, We will pay an additional benefit of [\$1,000 - \$10,000] to Your designated Beneficiary.

Payment will be in addition to all other Policy benefits.

**When Coverage Under This Rider Ends**

Coverage under this Rider ends on the earliest of the following dates:

1. the date the Policy terminates;
2. the date Your coverage under the Policy ends;
3. the date Your Eligible Class is no longer covered for this Rider; or
4. the last day of the period for which any required premium contributions for this Rider are made.

This Rider is subject to all provisions of the Policy which are not inconsistent with the terms of this Rider.

Signed for USABLE Life at Little Rock, Arkansas, as of the Effective Date:



[Secretary

President]



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## ACCIDENT ONLY [OFF-THE-JOB] HOSPITAL AND ICU DAILY BENEFIT RIDER

This Rider is issued in consideration of the Application and payment of any required premium. Except as shown in this Rider, the provisions of the Certificate to which this Rider is attached will prevail.

This Rider is made part of the Certificate issued by US Able Life to which it is attached.

This Rider takes effect [on January 1, 2013] and expires at the same time as the Policy or Certificate.

This Rider only applies to Hospital Confinements which occur on or after this date.

### DEFINITIONS

In addition to the definitions contained in the Policy and Certificate, the following definitions apply to this Rider:

**Hospital Sub-Acute Intensive Care Unit** means a place which:

1. Is a specifically designated area of the Hospital that provides a level of medical care below intensive care but above a regular private or semi-private room or ward;
2. Is separate and apart from the surgical recovery room and from rooms, beds, and wards customarily used for patient confinement;
3. Is permanently equipped with special lifesaving equipment for the care of the critically ill and injured; and
4. Is under constant and continuous observation by specially trained nursing staff.

A Hospital Sub-Acute Intensive Care Unit may be referred to by other names such as progressive care, intermediate care, or a step-down unit, but it is not a regular private or semi-private room, or a ward with or without monitoring equipment.

**Hospital Confined and Hospital Confinement** means staying in a Hospital as a confined bed patient for [12 – 24] hours a day.

**Intensive Care Unit (ICU)** - means a place which:

1. Is a specifically designated area of the Hospital that provides the highest level of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care;
2. Is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement;
3. Is permanently equipped with special lifesaving equipment for the care of the critically ill or injured;
4. Is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the unit on a twenty-four hour basis; and
5. Has a Physician assigned to the unit on a full-Time basis.

Notwithstanding the above, an Intensive Care Unit is not any of the following step-down units:

1. A progressive care unit;
2. An intermediate care unit;
3. A private monitored room;
4. A Sub-acute Intensive Care Unit;
5. An observation unit;
6. A telemetry unit, or
7. Any facility not meeting the definition of a Hospital Intensive Care Unit as defined above.

**[Off-the-Job Accident** means an Accidental Bodily Injury which does not occur while the Covered Person is in the workplace or during the course of any employment for pay, benefit, or profit.]

## BENEFITS

[The benefits described below are for one unit of coverage. See Your schedule of insurance for the number of units of coverage You have in force for this Rider.]

[The benefits described below are for one unit of coverage. The number of units selected by the Policyholder for this Rider is shown on the schedule of insurance. The number of units or amount of coverage selected by You is on Your Application.]

**Accident Hospital Confinement Benefit** - While this Rider is in force, if a Covered Person requires Hospital Confinement in a Hospital because of injuries received in an Accident, We will pay \$25 per unit, per day, of confinement. Confinement as a resident bed patient in a Hospital must start within [30 to 180] days of the Accident. We will pay this benefit up to [90 to 730] days per Accident and while the Covered Person is Hospital Confined. We will pay benefits for only one Hospital Confinement at a time even if the Hospital Confinement is caused by more than one Accident.

If the Covered Person is confined in a Hospital that does not meet the definition in this Policy of a Hospital We will not pay this benefit.

If the Covered Person is confined in a Hospital and is confined again within [90] days for the same Accident or 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 confinement to an observation unit, for Emergency Room treatment or for Outpatient treatment. We will [not] pay the Hospital Confinement benefit and the Hospital Intensive Care Unit Confinement benefit concurrently [; the larger benefit will be paid].

If the Covered Person is confined in a Hospital Intensive Care Unit for more than [15] days, the Hospital Confinement benefit will begin on the [16th day]. The total amount payable per Accident will not exceed [365] days for Hospital Confinement and [15] days for Hospital Intensive Care Unit confinement.

**Accident Hospital Intensive Care Confinement Benefit** – While this Rider is in force, if a Covered Person requires Hospital Confinement in a Sub Acute ICU or an Intensive Care Unit because of injuries received in an Accident, We will pay \$50 per unit, per day of confinement.

The confinement in a Hospital Intensive Care Unit must begin within [30 to 180] days after the Accident. We will pay this amount per day up to [10 to 30] days per Accident and while the Covered Person is Hospital Confined. We will pay benefits for only one Hospital Confinement at a time even if is caused by more than one Accident.

If the Covered Person is confined in a Hospital that does not meet the definition in this Policy of an ICU unit, We will not pay this benefit.

If the Covered Person is confined in a Hospital Intensive Care Unit, and is confined again within [90] days for the same Accident or 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 confinement to an observation unit, for Emergency Room treatment or for Outpatient treatment. We will [not] pay the Hospital Confinement benefit and the Hospital Intensive Care Unit Confinement benefit concurrently [; the larger benefit will be paid].

If the Covered Person is confined in a Hospital Intensive Care Unit for more than [15] days, the Hospital Confinement benefit will begin on the [16th day]. The total amount payable per Accident will not exceed [365] days for Hospital Confinement and [15] days for Hospital Intensive Care Unit Confinement.

#### **When Coverage under This Rider Ends**

Coverage under this Rider ends on the earliest of the following dates:

1. the date the Policy terminates;
2. the date Your coverage under the Policy ends;
3. the date Your Eligible Class is no longer covered for this Rider; or
4. the last day of the period for which any required premium contributions for this Rider are made.

Termination of the Policy and/or Rider by us will not affect any claim or loss which commenced while the contract and/or Rider were in force.

This Rider is subject to all provisions of the Group Policy which are not inconsistent with the terms of this Rider.

Signed for USABLE Life at Little Rock, Arkansas, as of the Effective Date:



Secretary

President]





## SICKNESS HOSPITAL DAILY BENEFIT RIDER

This Rider is issued in consideration of the application and payment of any required premium. Except as shown in this Rider, the provisions of the Certificate to which this Rider is attached will prevail.

This Rider is made part of the Policy or Certificate issued by US Able Life to which it is attached.

This Rider takes effect [on January 1, 2013] and expires at the same time as the Policy or Certificate.

This Rider only applies to Hospital Confinements which occur on or after this date.

### DEFINITIONS

In addition to the definitions contained in the Policy and Certificate, the following definitions apply to this Rider:

**Pre-Existing Condition** means any condition for which You have done any of the following at any time during the [3 to 24] months just prior to Your Effective Date of coverage:

1. received medical treatment or consultation;
2. taken or were prescribed drugs or medicine; or
3. received care or services, including diagnostic measures, whether or not that condition is diagnosed at all or is misdiagnosed during that period of time.

**Sickness** means an illness, disease, pregnancy (see exclusions) or complications of pregnancy which first manifested [more than [30] [days]] after this Rider's Effective Date, and while coverage is in force. [If the illness or disease is manifested within the first [30] [days] of this Rider's Effective Date, it will not be considered a Sickness.]

### BENEFITS

[The benefits described below are for one unit of coverage. See Your schedule of insurance for the number of units of coverage You have in force for this Rider.]

[The benefits described below are for one unit of coverage. The number of units selected by the Policyholder for this Rider is shown on the schedule of insurance. The number of units, or amount of coverage, selected by You is on Your application.]

**Sickness Hospital Daily Benefit** - While this Rider is in force, if a Covered Person requires Hospital Confinement in a Hospital, ICU or a Sub-Acute Intensive Care Unit because of a Sickness, We will pay \$25, per unit, per day of Confinement. We will pay this benefit up to [15 to

90] days per Sickness and while the Covered Person is Hospital Confined. We will pay benefits for only one Hospital Confinement at a time even if it is caused by more than one Sickness.

If the Covered Person is Confined in a Hospital, ICU or a Sub-Acute Intensive Care Unit, and is Confined again within [90] days for the same Sickness or 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 Confinement to an observation unit, for Emergency Room treatment, for Outpatient treatment or for a stay of less than [24] hours. We will [not] pay this benefit and the Hospital Confinement benefit/Hospital Intensive Care Unit Confinement benefit concurrently.

### **EXCLUSIONS AND LIMITATIONS**

We will not pay benefits for the Sub-Acute Intensive Care Unit's Hospital Confinement that is caused by or occurs as a result of one of the following events:

1. Injuries received in an Accident.
2. Childbirth or charges related to normal pregnancy occurring within the first 10 months of the Rider's Effective Date, including Cesarean. Complications of pregnancy will be covered to the same extent as a Sickness.
3. Having a neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder. (However, Alzheimer's Disease and other organic senile dementias are covered.)
4. Treatment for dental care or dental care procedures.
5. Treatment for alcoholism or drug addiction unless the Sub-Acute Intensive Care Unit is addicted to a narcotic taken on the advice of a doctor.
6. Elective procedures and/or cosmetic surgery or reconstructive surgery unless it is a result of trauma, infection, or other diseases.
7. Sickness that is being treated outside the territorial limits of the United States or, if outside the United States, the territorial limits of the place where this Rider was issued.
8. Any Hospital Confinement which begins after termination of coverage will not be considered a continuation of a previous Confinement and will not be covered under the Policy.

**All exclusions of the Certificate to which this Rider is attached will apply to this coverage.**

#### **Pre-Existing Condition Limitation**

Benefits will not be paid for the covered Confinement in the first [6 to 24] months following the Effective Date of Your coverage if Your Sickness is caused by, contributed to by, or the result of a pre-existing condition.

#### **When Coverage Under This Rider Ends**

Coverage under this Rider ends on the earliest of the following dates:

1. the date the Policy terminates;

2. the date Your coverage under the Policy ends;
3. the date Your Eligible Class is no longer covered for this Rider; or
4. the last day of the period for which any required premium contributions for this Rider are made.

Termination of the Policy and/or Rider by Us will not affect any claim or loss which commenced while the Policy and/or Rider were in force.

This Rider is subject to all provisions of the Policy which are not inconsistent with the terms of this Rider.

Signed for USABLE Life at Little Rock, Arkansas, as of the Effective Date:

[Secretary

A handwritten signature in black ink that reads "Jason Mann". The signature is written in a cursive, flowing style.

President]



## ACCIDENT ONLY [OFF-THE-JOB] DISABILITY INCOME RIDER

This Rider is issued in consideration of the application and payment of any required premium. Except as shown in this Rider, the provisions of the Certificate to which this Rider is attached will prevail.

This Rider is made part of the Certificate issued by US Able Life to which it is attached.

This Rider takes effect [on January 1, 2013] and expires at the same time as the Policy or Certificate.

This Rider only applies to disability which occurs on or after this date.

## DEFINITIONS

In addition to the definitions contained in the Policy and Certificate, the following definitions apply to this Rider:

**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.

**Direct Personal Assistance** means You are considered to need Direct Personal Assistance in performing ADLs when:

1. You require direct physical assistance from another party to help perform an ADL; and
2. You cannot perform the entire activity alone with the supports and mechanical aids that are normally available.

**Benefit Period** means the maximum period of time that the monthly payments will continue as long as You remain disabled. The maximum Benefit Period is shown in the schedule of insurance.

**Elimination Period** means the number of days during a period of disability that must pass before benefits are payable. No benefits are payable for the Elimination Period. You cannot satisfy any part of the Elimination Period with any period of non-covered disability. The Elimination Period is shown on the schedule of insurance and begins on the first day of Your disability.

**Monthly Compensation** means:

1. One-twelfth (1/12) of Your gross Annual Salary; or
2. If Your salary is solely or partially based on commissioned sales, bonus, or overtime earnings, one twenty-fourth (1/24) of the preceding 24 months' salary.

**[Off-the-Job Accident** means an Accidental Bodily Injury which does not occur while You are in the workplace or during the course of any employment for pay, benefit, or profit.]

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

**Total Disability** means Your inability to perform all of the Material and Substantial Duties of Your Occupation and the inability to perform two or more ADLs without direct personal assistance, as certified by a Physician.

Total Disability also requires You to be under the Regular Care of a Physician for the Necessary Treatment of the Accident, and not engaged in any gainful Occupation for wage or profit. Total Disability must begin while this Rider is in force. Total Disability will end when You have been released by a Physician to return to work.

**Totally Disabled** means You will be considered totally disabled only for the period of time You meet the requirements for Total Disability.

## **BENEFITS**

[See Your schedule of insurance for the number of units of coverage You have in force for this Rider.]

[The number of units selected by the Policyholder for this Rider is shown on the schedule of insurance. The number of units or amount of coverage selected by You is on Your application.]

### **Monthly Benefit – Total Disability as a Result of an Accident**

If You suffer continuous Total Disability, We will pay the monthly benefit as shown on the schedule of insurance. Total Disability must occur within [30 to 180] days of the date of the

Accident. Benefits will commence on the first day of Total Disability following the Elimination Period shown on the schedule of insurance for a period not to exceed the Benefit Period per Accident.

Disability benefits will be paid for only one disability when:

1. More than one disability exists at the same time; or
2. A disability results from two or more causes.

A period of Total Disability due to the same or related cause or causes as that of an earlier period of covered Total Disability may be a continuation of the earlier period. If You resume an Occupation, following a covered disability, and perform all the Material and Substantial Duties for a continuous period of [6] months or more, We will consider any subsequent disability as a new period of Total Disability. If less than [6] months have passed, We will consider it to be a continuation of the earlier disability.

A new disability is subject to a new Elimination Period and a new benefit period. A disability that is considered a continuation of a previous disability is not subject to a new Elimination Period or a new benefit period.

The Benefit Period per Accident disability is shown on the schedule of insurance.

#### **Benefits for Less Than a Month**

Benefits for a part of a month will be paid on a daily basis. The daily rate is 1/30th of the monthly benefit.

### **EXCLUSIONS AND LIMITATIONS**

We will not pay benefits for any of the following:

1. Any Injury that is being treated outside of the territorial limits of the United States or, if outside the United States, the territorial limits of the place where this Rider was issued.
2. Any disability which begins after termination of coverage will not be considered a continuation of a previous disability and will not be covered under the Policy.
3. [Injuries that occur in the workplace or during the course of any employment for pay, benefit, or profit.]

**[Other Insurance With Us** - If You have more than one disability benefit in force with Us, the benefit under this Rider will be reduced so that the total benefit from all disability coverages with Us does not exceed [60% to 80%] of pre-disability monthly compensation. The premiums paid for any benefit in excess of the [60% to 80%] will be refunded.]

All exclusions of the Certificate to which this Rider is attached will apply to this coverage.

#### **When Coverage Under This Rider Ends**

Coverage under this Rider ends on the earliest of the following dates:

1. the date the Policy terminates;
2. the date Your coverage under the Policy ends;

3. the date Your Eligible Class is no longer covered for this Rider;
4. the last day of the period for which any required premium contributions for this Rider are made; or
5. the first of the month following the date of Your [70<sup>th</sup>] birthday.

Termination of the Policy and/or Rider by Us will not affect any claim or loss which commenced while the Policy and/or Rider were in force.

This Rider is subject to all provisions of the Policy which are not inconsistent with the terms of this Rider.

Signed for USABLE Life at Little Rock, Arkansas, as of the Effective Date:

[Secretary

A handwritten signature in black ink that reads "Jason Mann". The signature is written in a cursive style with a long horizontal flourish at the end.

President]



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## SICKNESS ONLY DISABILITY INCOME RIDER

This Rider is issued in consideration of the application and payment of any required premium. Except as shown in this Rider, the provisions of the Certificate to which this Rider is attached will prevail.

This Rider is made part of the Certificate issued by US Able Life to which it is attached.

This Rider takes effect [on January 1, 2013] and expires at the same time as the Policy or Certificate.

This Rider only applies to disability which occurs on or after this date.

### DEFINITIONS

In addition to the definitions contained in the Policy and Certificate, the following definitions apply to this Rider:

**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 the 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.

**Benefit Period** means the maximum period of time that the monthly payments will continue as long as You remain disabled. The maximum Benefit Period is shown in the schedule of insurance.

**Direct Personal Assistance** means You are considered to need Direct Personal Assistance in performing ADLs when:

1. You require direct physical assistance from another party to help perform an ADL; and

2. You cannot perform the entire activity alone with the supports and mechanical aids that are normally available.

**Elimination Period** means the number of days during a period of disability that must pass before benefits are payable. No benefits are payable for the Elimination Period. You cannot satisfy any part of the Elimination Period with any period of non-covered disability. The Elimination Period is shown on the schedule of insurance and begins on the first day of Your disability.

**Monthly Compensation** means:

1. One-twelfth (1/12) of Your gross Annual Salary; or
2. If Your salary is solely or partially based on commissioned sales, bonus, or overtime earnings, one twenty-fourth (1/24) of the preceding 24 months' salary.

**Pre-Existing Condition** means any condition for which You have done any of the following at any time during the [3 to 24] months just prior to Your Effective Date of coverage:

1. received medical treatment or consultation;
2. taken or were prescribed drugs or medicine; or
3. received care or services, including diagnostic measures, whether or not that condition is diagnosed at all or is misdiagnosed during that period of time.

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

**Sickness** means an illness, disease, pregnancy (see exclusions) or complications of pregnancy which first manifested [more than [30] [days]] after this Rider's Effective Date, and while coverage is in force. [If the illness or disease is manifested within the first [30] [days] of this Rider's Effective Date, it will not be a Sickness.]

**Total Disability** means Your inability to engage in or perform all of the Material and Substantial Duties of Your Occupation and the inability to perform two or more ADLs without Direct Personal Assistance, as certified by a Physician.

Total Disability also requires You to be under the Regular Care of a Physician for the Necessary Treatment of the Sickness, and not engaged in any gainful Occupation for wage or profit. Total Disability must begin while this Rider is in force. Total Disability will end when You have been released by a Physician to return to work.

**Totally Disabled** means You will be considered Totally Disabled only for the period of time You meet the requirements for Total Disability.

## BENEFITS

[See Your schedule of insurance for the number of units of coverage You have in force for this Rider.]

[The number of units selected by the Policyholder for this Rider is shown on the schedule of insurance. The number of units, or amount of coverage, selected by You is on Your application.]

### **Monthly Benefit - Total Disability as a result of a Sickness**

If You suffer continuous Total Disability, We will pay the monthly benefit as shown on the schedule of insurance. Total Disability must occur within [30 to 180] days of the date of the Accident. Benefits will commence on the first day of Total Disability following the Elimination Period shown on the schedule of insurance for a period not to exceed the Benefit Period per Sickness.

Disability benefits will be paid for only one disability when:

1. More than one disability exists at the same time; or
2. A disability results from two or more causes.

A period of Total Disability due to the same or related cause or causes as that of an earlier period of covered Total Disability may be a continuation of the earlier period. If You resume an Occupation, following a covered disability, and perform all the Material and Substantial Duties for a continuous period of [6] months or more, We will consider any subsequent disability as a new period of Total Disability. If less than [6] months have passed, We will consider it to be a continuation of the earlier disability.

A new disability is subject to a new Elimination Period and a new Benefit Period. A disability that is considered a continuation of a previous disability is not subject to a new Elimination Period or a new Benefit Period.

The Benefit Period per Sickness disability is shown on the schedule of insurance.

### **Benefits for Less Than a Month**

Benefits for a part of a month will be paid on a daily basis. The daily rate is 1/30th of the monthly benefit.

## **EXCLUSIONS AND LIMITATIONS**

We will not pay benefits for any of the following:

1. Injuries received in an Accident.
2. Childbirth or charges related to normal pregnancy occurring within the first 10 months of the Rider's Effective Date. Complications of pregnancy will be covered to the same extent as a Sickness.
3. Having a neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder. (However, Alzheimer's Disease and other organic senile dementias are covered.)
4. Treatment for dental care or dental care procedures.
5. Treatment for alcoholism or drug addiction unless the covered Employee is addicted to a narcotic taken on the advice of a doctor.

6. Elective procedures and/or cosmetic surgery or reconstructive surgery unless it is a result of trauma, infection, or other diseases.
7. Disability that is being treated outside the territorial limits of the United States or, if outside the United States, the territorial limits of the place where this Rider was issued.
8. Any disability which begins after termination of coverage will not be considered a continuation of a previous disability and will not be covered under the Policy.

**[Other Insurance With Us** - If You have more than one disability benefit in force with Us, the benefit under this Rider will be reduced so that the total benefit from all disability coverages with Us does not exceed [60% to 80%] of pre-disability Monthly Compensation. The premiums paid for any benefit in excess of the [60% to 80%] will be refunded.]

All exclusions of the Certificate to which this Rider is attached will apply to this coverage.

**Pre-Existing Condition Limitation**

Benefits will not be paid if Your disability begins in the first [6 to 24] months following the Effective Date of Your coverage and Your disability is caused by, contributed to by, or the result of a Pre-Existing Condition.

**When Coverage Under This Rider Ends**

Coverage under this Rider ends on the earliest of the following dates:

1. the date the Policy terminates;
2. the date Your coverage under the Policy ends;
3. the date Your Eligible Class is no longer covered for this Rider;
4. the last day of the period for which any required premium contributions for this Rider are made; or
5. the first of the month following the date of Your [70<sup>th</sup>] birthday.

Termination of the Policy and/or Rider by Us will not affect any claim or loss which commenced while the Policy and/or Rider were in force.

This Rider is subject to all provisions of the Policy which are not inconsistent with the terms of this Rider.

Signed for USABLE Life at Little Rock, Arkansas, as of the Effective Date:



[Secretary

President]



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

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## SPOUSE OFF-THE-JOB ACCIDENT ONLY DISABILITY INCOME RIDER

This Rider is issued in consideration of the application and payment of any required premium. Except as shown in this Rider, the provisions of the Certificate to which this Rider is attached will prevail.

This Rider is made part of the Certificate issued by US Able Life to which it is attached.

This Rider takes effect [on January 1, 2013] and expires at the same time as the Policy or Certificate.

This Rider only applies to disability which occurs on or after this date.

### DEFINITIONS

In addition to the definitions contained in the contract, the following definitions apply to this Rider:

**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.

**Benefit Period** means the maximum period of time that the monthly payments will continue as long as the Spouse remains disabled. The maximum Benefit Period is shown in the schedule of insurance.

**Direct Personal Assistance** means that the Spouse is considered to need Direct Personal Assistance in performing ADLs when:

1. The Spouse requires direct physical assistance from another party to help perform an ADL; and
2. The Spouse cannot perform the entire activity alone with the supports and mechanical aids that are normally available.

**Elimination Period** means the number of days during a period of disability that must pass before benefits are payable. No benefits are payable for the Elimination Period. The Spouse cannot satisfy any part of the Elimination Period with any period of non-covered disability. The Elimination Period is shown on the schedule of insurance and begins on the first day of the disability.

**Monthly Compensation** means:

1. One-twelfth (1/12) of the Spouse's gross Annual Salary; or
2. With respect to the Spouse whose salary is solely or partially based on commissioned sales, bonus, or overtime earnings, one twenty-fourth (1/24) of the preceding 24 months' salary.

**Off-the-Job Accident** means an Accidental Bodily Injury which does not occur while the Spouse is in the workplace or during the course of any employment for pay, benefit, or profit.

**Regular Care and Attendance** means the Spouse is under the care of a Physician at least once a month or until the Physician determines that the Spouse:

1. Has reached a state where continuous medical care is unnecessary; and
2. Is still totally disabled.

**Total Disability** means the Spouse's inability to perform all of the Material and Substantial Duties of his or her Occupation and the inability to perform two or more ADLs without Direct Personal Assistance, as certified by a Physician.

Total Disability also requires the Spouse to be under the Regular Care and Attendance of a Physician for the Necessary Treatment of the Accident, and not to be engaged in any gainful Occupation for wage or profit. Total Disability must begin while this Rider is in force. Total Disability will end when the Spouse has been released by a Physician to return to work.

**Totally Disabled** means the Spouse will be considered Totally Disabled only for the period of time he or she meets the requirements for Total Disability.

## **BENEFITS**

[See Your schedule of insurance for the number of units of coverage You have in force for this Rider.]

[The number of units selected by the Policyholder for this Rider is shown on the schedule of insurance. The number of units, or amount of coverage, selected by You is on Your application.]

### **Monthly Benefit – Total Disability as a Result of an Accident**

If the Spouse suffers continuous Total Disability We will pay the monthly benefit as shown on the schedule of insurance. Total Disability must occur within [30 to 180] days of the date of the

Accident. Benefits will commence on the first day of Total Disability following the Elimination Period shown on the schedule of insurance for a period not to exceed the Benefit Period per Accident.

Disability benefits will be paid for only one disability when:

1. more than one disability exists at the same time; or
2. a disability results from two or more causes.

A period of Total Disability due to the same or related cause or causes as that of an earlier period of covered Total Disability may be a continuation of the earlier period. If the Spouse resumes an Occupation, following a covered disability, and performs all the Material and Substantial Duties for a continuous period of [6] months or more, We will consider any subsequent disability as a new period of Total Disability. If less than [6] months have passed, We will consider it to be a continuation of the earlier disability.

A new disability is subject to a new Elimination Period and a new Benefit Period. A disability that is considered a continuation of a previous disability is not subject to a new Elimination Period or a new Benefit Period.

The Benefit Period per Accident disability is shown on the schedule of insurance.

### **Benefits for Less Than a Month**

Benefits for a part of a month will be paid on a daily basis. The daily rate is 1/30th of the Monthly Benefit.

## **EXCLUSIONS AND LIMITATIONS**

We will not pay benefits for any of the following:

1. Any Injury that is being treated outside of the territorial limits of the United States or, if outside the United States, the territorial limits of the place where this Rider was issued.
2. Injuries that occur in the workplace or during the course of any employment for pay, benefit, or profit.
3. Any disability which begins after termination of coverage will not be considered a continuation of a previous disability and will not be covered under the Policy.

**[Other Insurance With Us** - If the Spouse has more than one disability benefit in force with Us, the benefit under this Rider will be reduced so that the total benefit from all disability coverages with Us does not exceed [60% to 80%] of pre-disability Monthly Compensation. The premiums paid for any benefit in excess of the [60% to 80%] will be refunded.]

All exclusions of the Certificate to which this Rider is attached will apply to this coverage.

### **When Coverage Under This Rider Ends**

Coverage under this Rider ends on the earliest of the following dates:

1. the date the Policy terminates;
2. the date Your coverage under the Policy ends;

3. the date Your Eligible Class is no longer covered for this Rider; ;
4. the last day of the period for which any required premium contributions for this Rider are made; or
5. the first of the month following the date of the covered Spouse's [65<sup>th</sup>] birthday.

Termination of the Policy and/or Rider by Us will not affect any claim or loss which commenced while the Policy and/or Rider were in force.

This Rider is subject to all provisions of the group Policy which are not inconsistent with the terms of this Rider.

Signed for USABLE Life at Little Rock, Arkansas, as of the Effective Date:

[Secretary



President]



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## ACCIDENT ELIMINATION RIDER

**RIDER EFFECTIVE DATE** (same as Policy Date if no date shown): \_\_\_\_\_

In consideration of the issuance or reinstatement of the Policy to which this Rider is attached, it is hereby understood and agreed that the person named in the Application as having an uninsurable condition, as listed below, prior to the date the Enrollment Form was signed, is excluded from coverage as indicated below:

**(Check the box where applicable)**

- A. ACCIDENT ONLY DISABILITY INCOME RIDER EXCLUSIONS**  
We will not issue the Accident Only Disability Income Benefit Rider for \_\_\_\_\_. If this is a Policy reinstatement, the person listed is completely excluded from coverage under the Sickness Disability Rider as of the Policy reinstatement date.]
- B. ACCIDENTAL DEATH AND DISMEMBERMENT [Off-The-Job] RIDER EXCLUSIONS**  
We will not issue the Accidental Death and Dismemberment [Off-The-Job] Benefit Rider for \_\_\_\_\_. If this is a Policy reinstatement, the person listed is completely excluded from coverage under the Accidental Death and Dismemberment [Off-The-Job] Benefit as of the Policy reinstatement date.]
- C. SICKNESS ONLY DISABILITY INCOME RIDER EXCLUSIONS**  
We will not issue the Sickness Only Disability Income Rider for \_\_\_\_\_. If this is a Policy reinstatement, the person listed is completely excluded from coverage under the Sickness Only Disability Income Rider as of the Policy reinstatement date.]
- D. SPOUSE OFF-THE-JOB ACCIDENT ONLY DISABILITY INCOME RIDER EXCLUSIONS**  
We will not issue the Spouse Off-the-Job Accident Only Disability Income Rider for \_\_\_\_\_. If this is a Policy reinstatement, the person listed is completely excluded from coverage under the Spouse Off-the-Job Accident Only Disability Income Rider as of the Policy reinstatement date.]
- E. SICKNESS HOSPITAL DAILY BENEFIT RIDER EXCLUSIONS**  
We will not issue the Sickness Hospital Daily Benefit Rider for \_\_\_\_\_. If this is a Policy reinstatement, the person listed is completely excluded from coverage under the Sickness Hospital Daily Benefit Rider as of the Policy reinstatement date.]
- F. ACCIDENT ONLY [OFF-THE-JOB] HOSPITAL AND ICU DAILY BENEFIT RIDER EXCLUSIONS**  
We will not issue the Accident Only [Off-the-Job] Hospital and ICU Daily Benefit Rider for \_\_\_\_\_. If this is a Policy reinstatement, the person listed is completely excluded from coverage under the Accident Only [Off-the-Job] Hospital and ICU Daily Benefit Rider as of the Policy reinstatement date.]

G. OTHER EXCLUSIONS  
We will not be liable under the Policy for any loss affecting \_\_\_\_\_, who is completely excluded from coverage under the Policy.]

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy other than as stated above.



[Secretary

President]

Accepted by: \_\_\_\_\_  
Signature of Applicant

<b>SERFF Tracking #:</b>	MWSG-128404951	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	GA-P (5-12)
<b>State:</b>	Arkansas	<b>Filing Company:</b>			USAbLe Life
<b>TOI/Sub-TOI:</b>	H02G Group Health - Accident Only/H02G.000 Health - Accident Only				
<b>Product Name:</b>	Group Accident Only				
<b>Project Name/Number:</b>	/				

## Supporting Document Schedules

		<b>Item Status:</b>	<b>Status Date:</b>
Satisfied - Item:	Flesch Certification	Approved-Closed	07/19/2012
Comments:			
Attachment(s):			
AR Certificate of Compliance.pdf Flesch Score Certification -- 7-6-12.pdf			

		<b>Item Status:</b>	<b>Status Date:</b>
Satisfied - Item:	Application	Approved-Closed	07/19/2012
Comments:	The policyholder and certificate applications to be used in conjunction with these forms will be filed under separate cover at a later date. The Company, however, requests review of the enclosed forms. The Company acknowledges that approved applications will be necessary prior to marketing the enclosed forms and agrees that it will not market the enclosed forms prior to receiving approval for them and the related applications.		

		<b>Item Status:</b>	<b>Status Date:</b>
Satisfied - Item:	Statement of Variability	Approved-Closed	07/19/2012
Comments:			
Attachment(s):			
Statement of Variability -- 7-6-12.pdf			

		<b>Item Status:</b>	<b>Status Date:</b>
Satisfied - Item:	Cover Letter dated 7-6-12	Approved-Closed	07/19/2012
Comments:			
Attachment(s):			
Cover Letter dated 7-6-12.pdf			

		<b>Item Status:</b>	<b>Status Date:</b>
Satisfied - Item:	Authorization Letter	Approved-Closed	07/19/2012
Comments:			

<b>SERFF Tracking #:</b>	MWSG-128404951	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	GA-P (5-12)
<b>State:</b>	Arkansas	<b>Filing Company:</b>		USable Life	
<b>TOI/Sub-TOI:</b>	H02G Group Health - Accident Only/H02G.000 Health - Accident Only				
<b>Product Name:</b>	Group Accident Only				
<b>Project Name/Number:</b>	/				

Attachment(s):

Authorization Letter.pdf

## CERTIFICATION

I, Sally A. Murphy, Senior Counsel, Chief Compliance Officer and Assistant Secretary of USABLE Life, do hereby certify that the forms identified below comply with:

- Arkansas Rule and Regulation 19;
- Arkansas Rule and Regulation 49; and
- Arkansas Code Annotated § 23-79-138 as provided for in Bulletin 11-88.

### USABLE LIFE



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Sally A. Murphy  
Senior Counsel, Chief Compliance Officer and  
Assistant Secretary

Date: July 6, 2012

### **Form Numbers:**

GA-P (5-12)  
GA-C (5-12)  
GVH-ADD (5-12)  
GA-ICU (5-12)  
GA-SH (5-12)  
GA-ADI (5-12)  
GA-SDI (5-12)  
GA-SADI (5-12)  
GA-ELIM (5-12)

## FLESCH SCORE CERTIFICATION

<b><u>Form Number</u></b>	<b><u>Form Name</u></b>	<b><u>Flesch Score</u></b>
GA-P (5-12)	Group Accident Insurance Policy	51.9
GA-C (5-12)	Certificate of Insurance	51.0
GVH-ADD (5-12)	Accidental Death and Dismemberment Benefit Rider	51.0
GA-ICU (5-12)	Accident Only Hospital and ICU Daily Benefit Rider	71.4
GA-SH (5-12)	Sickness Hospital Daily Benefit Rider	61.5
GA-ADI (5-12)	Accident Only Disability Income Rider	51.5
GA-SDI (5-12)	Sickness Only Disability Income Rider	50.9
GA-SADI (5-12)	Spouse Off-the-Job Accident Only Disability Income Rider	56.2
GA-ELIM (5-12)	Accident Elimination Rider	56.1

As an officer of US Able Life, I hereby certify that the above captioned forms achieve a Flesch score that meets or exceeds the requirements of your state insurance law. Defined terms and policy language required by law have been excepted.



\_\_\_\_\_  
Sally A. Murphy  
Senior Counsel and Assistant Secretary

July 6, 2012  
Date

## STATEMENT OF VARIABILITY

***Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.***

### GENERAL VARIABLES

1. Items which are customarily varied according to the individual policyholder's specific plan of insurance. This includes all the items appearing in the applications and on the Schedule pages.
2. Vary the definitions to the extent that such definition may be included, omitted or transferred to another page to suit the needs of a particular policyholder.

For specific variables within a definition, see the Specific Variables.

3. Vary the paragraphs to the extent that such paragraphs may be included, omitted or transferred to another page to suit the needs of a particular policyholder.

For specific variables within a paragraph, see the Specific Policy Variables.

4. Numbers and percentages may vary, but will not be more restrictive than allowed by state law.
5. Time periods may be modified according to a policyholder's plan, but will not be more restrictive than allowed by state law.
6. Benefit amounts may be modified according to a policyholder's plan.
7. References to "you" may be changed to "covered person".
8. Company name may be changed as approved by the governing jurisdiction.
9. Company address, phone numbers, e-mail addresses, officer names, titles and signatures may be changed as necessary.
10. Headings may be modified to reflect the specifics of a particular plan.
11. The words "employee," "individual," "employer," and "policyholder" are completely variable to incorporate the exact classes of employees and the exact eligible groups for a specific policyholder.

Example: Employee means any manager, supervisor or clerical staff in active employment with the ABC Company.

12. All letters and numbers (excluding form numbers) are variable subject to the laws of the governing jurisdiction.
13. Colons, semicolons, semicolons followed by the word "or," and semicolons followed by the words "and/or" may be omitted. If omitted, a period will be substituted, if necessary.
14. "Schedule of Insurance" may be changed to "your application" in instances where the schedule pages are identical for all members of a particular group and variable benefit options are reflected in application forms.

## **SPECIFIC POLICY VARIABLES GA-P**

### **Policy Face Page**

The bracketed material consists of those items which are customarily varied to apply to a particular policyholder's contract. Such items include policyholder's name, policy number, policy effective date, premium due date, anniversary date, and the name of the state in which the policy is delivered.

The Policy Title is bracketed to accommodate display of the benefit(s) contracted for by the group.

### **Section 1 - Schedule of Insurance**

The bracketed material consists of those items which are customarily varied to apply to a particular policyholder's contract. Such items include policyholder's name, policy number, policy effective date, the renewal date, and the type of benefit(s) contracted for by the group.

The Policy Title is bracketed to accommodate display of the benefit(s) contracted for by the group.

### **Section 2 – Associate Company**

Newly Acquired Organizations: The reference to number of days in the third paragraph is variable by group. The range is a minimum of 30 days to a maximum of 120 days.

### **Section 4 – Premium Provisions**

Premium Payments: The statement “The policyholder may request on any policy anniversary that the frequency of premium payment be changed to any frequency we offer for such policy” will be included, excluded, or the language may vary to meet the needs of a particular policyholder.

Our Right to Change Premiums Rates:

1. The renewal date referenced in the first item 1 is variable by group.
2. The 12 month period referenced in the second item 1 is variable by group. The range is a minimum of 12 months to a maximum 36 months.
3. The 31 day advance notice referenced in item 2 is variable by group. The range is a minimum of 31 days to a maximum of 180 days.

### **Section 5 – Policy Provisions**

1. Changes to the Policy: The reference to 31 days advance written notice is variable by group. The range is a minimum of 31 days to a maximum of 60 days.
2. Grace Period: The reference to a 31 day grace period is variable by group. The range is a minimum of 31 days to a maximum of 90 days.
3. Termination of Policy: In items 2 and 4 under “For Cause” the number of days may vary from 30 to 60 by group.
4. The “For No Cause” notice period may vary from 10-30 days by group.

### **Section 6 – Self-Administered Provisions**

The entire section may be included or excluded.

If Section 6 is included, the following variables apply:

1. The Policyholder's Obligation:
  - a. The reference to “on an annual basis” in item 5 is included or excluded. When included, it is variable by group.

Specific Variables (continued)

- b. The reference to “90 days” in item 5 is variable by group. The range is a minimum of 60 days to a maximum of 365 days.
  - c. The bracketed statement in item 5f is included or excluded.
2. Notice: the bracketed statement is variable by the Company.

## **SPECIFIC CERTIFICATE VARIABLES GA-C**

### **Certificate Face Page and Schedule of Insurance**

1. The group information on the certificate cover and all information on the Schedule of Insurance describing the plan is variable to describe the plan purchased by a particular policyholder.
2. Important note—The reference to “off-the-job” will be replaced with “on and off-the job” or “on and off-the-job or off-the job based on your class of insurance” depending on the plan purchased by the policyholder.
3. The dependent benefits language may be inserted or excluded depending on whether dependent coverage is available under the plan purchased by a particular policyholder. The reference to “and only if you are insured under the policy” will come out if at the group level dependent only covered is allowed.
4. The policy title is bracketed to accommodate the benefits contracted for by the group.

### **Table of Contents**

The table will vary to reflect the pages and benefits included.

### **Definitions**

1. Active Work or Actively at Work definition reference to “Full-time and/or Part-time] will vary to meet the needs of a particular policyholder.
2. Annual Enrollment Period definition would be omitted if coverage is not Voluntary. If included, the references to 60 days and 30 days may be varied to meet the needs of a particular policyholder. The range is a minimum of 30 days and a maximum of 120 days.
3. Annual Salary definition may be included or excluded according to the needs of a particular policyholder. If included the definition be varied according to the needs of a particular policyholder. For example, it could include bonuses and/or commissions. If it includes “commissions” those will be based on 12 to 60 months, as determined by the policyholder.
4. Confined or Confinement definition may include or exclude Accident. The time for confinement may vary according to the needs of a particular policyholder. The range is a minimum of 12 and a maximum of 23 hours.
5. Covered Person definition may be varied according to the needs of a particular policyholder.
6. Dependent definition will be included if Dependent coverage is available under the plan purchased by a particular policyholder. The reference to spouse or child(ren) can be removed separately based on the policyholder’s requirements. The age limits for dependent children may be varied according to the policyholder’s plan. The range is a minimum of 18 to a maximum of 30 years of age but will never be less than as required by law.
7. Eligible Person the reference to length of time out of the office may be varied according to the policyholder’s plan. The range is a minimum of 6 to a maximum of 24.
8. Elimination Period definition will be included depending on the plan purchased by a particular policyholder. If included “Schedule of Insurance” or “your application” to reflect instances where the schedule pages are identical for all members of a particular group and variable benefit options are reflected in application forms.
9. Evidence of Insurability will be included if a separate Evidence of Insurability form is required to underwrite coverage available to Covered Persons.
10. Definition of Full-time/Part-time may be varied to meet the needs of a particular policyholder.
11. .
12. The number of hours in the Hospital Confined or Hospital Confinement definition may be varied according to the needs of a particular policyholder. The range is a minimum of 12 hours and a maximum of 24 hours.
13. Off-the-Job Accident definition may be omitted depending on the plan purchased by a particular

## Specific Variables (continued)

policyholder. XXXX.

14. Spouse definition may be varied according to the laws of the governing jurisdiction. Spouse definition may be omitted based on the requirements of the Policyholder.
15. Type of coverage definition may use "Schedule of Insurance" or "your application" to reflect instances where the schedule pages are identical for all members of a particular group and variable benefit options are reflected in application forms. Options 2 through 4 may be omitted based on the Policyholders requirements.
16. Waiting Period definition may be varied to reflect whether the plan covers full and/or part time employees as well as days or months as requested by a particular policyholder.

## Eligibility and Effective Date

1. Eligible Employee.  
The bracketed content may change depending on the plan purchased by the policyholder.
2. Employee Eligibility Date
  - a. Bracketed content will be included or excluded based on the plan purchased by the policyholder.
  - b. Bracketing content referring to "Rehires" will be included or excluded based on the policyholder's request.
  - c. If "Rehires" is included, the period is chosen by the policyholder. The range is a minimum of six months to a maximum of 24 months.
3. Effective Date of Employee Insurance
  - a. Bracketed sections labeled "For Benefit Amounts Not Requiring Evidence of Insurability" and "For Benefit Amounts Requiring Satisfactory Evidence of Insurability" will be included, excluded, or the language may vary to meet the needs of a particular policyholder.
  - b. If the section labeled "For Benefit Amounts Not Requiring Evidence of Insurability" is included; each item, in and of itself, is variable based on the policyholder's needs. The 31 day time period may be varied according to the policyholder's plan. The range is minimum of 30 days and a maximum of 120 days.
4. Dependent Eligibility
  - a. This section, including the Effective Date of Dependent Insurance and the Delayed Effective Date provisions, will be included or excluded, based on the plan purchased by the policyholder.
  - b. If Dependent coverage is included, the second, third, and fourth paragraphs will be included or excluded based on the plan purchased by the policyholder.
5. Effective Date of Dependent Insurance:
  - a. The statement "Dependents will not be insured until you are insured" and bracketed sections labeled "For Benefit Amounts Not Requiring Evidence of Insurability" and "For Benefit Amounts Requiring Satisfactory Evidence of Insurability" will be included, excluded, or the language may vary to meet the needs of a particular policyholder.
  - b. If the section labeled "For Benefit Amounts Not Requiring Evidence of Insurability" is included; each item, in and of itself, is variable based on the policyholder's needs. The 31 day time period may be varied according to the policyholder's plan. The range is a minimum of 30 days and a maximum of 120 days.
6. Newborn Child Coverage: The section will only be included if dependent coverage is available under the plan purchased by the policyholder. The date coverage could begin varies between immediately upon birth or placement and an age of 15 days. The time period covered may vary based on the plan purchased by the policyholder. The minimum time period covered is 45 days and the maximum time period covered is 120 days.
7. Delayed Effective Date: This section could be added or excluded depending upon whether dependent coverage is offered under the plan purchased by the policy holder.

## Changes in Coverage Provisions

1. When Coverage Amounts Change (Redetermination Date)
  - a. The amount of insurance will be redetermined on one of the following dates, based on the policyholder's request:
    - i) The policy anniversary; or
    - ii) The date a change occurs, or
    - iii) The first day of the policy month after a change occurs.
  - b. The content beginning with the phrase, "If benefits are based on your salary" will be included or excluded, depending on whether or not plan benefits are based on salary.
  - c. If the plan is salary based, one of the following variables will be included:
    - i) The policyholder must report current earnings for all covered persons under the policy on the policy anniversary; or
  - d. The policyholder must report updates to all covered person's earnings as they occur. If the plan is salary based, the covered person's salary will be used to set rates, set benefit amounts and limits and calculate premiums.
2. Delayed Effective Date of Change
  - a. The time basis of work will depend upon the policy purchased by the policyholder.
  - b. Bracketed content related to salary will be included or excluded, based on whether or not salary-based benefits are included.
3. Changes to the Policy  
Bracketed content will be included or excluded based on whether voluntary coverages subject to the pre-exclusion limitation are available under the plan purchased by the policyholder.

## Termination Provisions

1. Continuation of Insurance will be included or excluded to meet the needs of a particular policyholder.  
If Continuation of Insurance is included, the following variables apply:
  - a. The range for the bracketed number in item 1. is 1 to 6.
  - b. The range for the bracketed number in item 2. is 6 to 12. Item number 2 can be omitted based on the policyholder plan.
2. Total Disability for Continuation of Insurance. Bracketed language may be included or excluded based on the plan purchased by the policyholder.
3. Termination of Dependent Insurance:
  - a. This section will be included or excluded, based on whether or not dependent coverage is included in the plan purchased by the policyholder.
  - b. Item 4 may vary if the portability benefit is available under the plan purchased by the policyholder.
  - c. Item 5 may vary if the portability benefit is available under the plan purchased by the policyholder.
4. Continuation of Insurance for a Handicapped Dependent Child will be included or excluded, based on whether or not dependent coverage is included in the plan purchased by the policyholder. If it is included the following variable applies:
  - a. Bracketed age for dependent children will be varied according to the policyholder's plan. The range is a maximum of 30 years; but will never be less than as required by law.

## Claim Provisions

1. The Beneficiary section will be included or excluded, based on whether the plan purchased by the policyholder includes accidental death benefits. The last sentence of the first paragraph of the Beneficiary section will be included or excluded, based on whether the plan purchased by the

policyholder includes dependent accidental death benefits.

### **General Provisions**

1. Other Insurance With Us may be included or excluded based on the requirements of the policyholder.
2. Policy Management, Duties of Covered Persons, is variable as follows: The bracketed language in Item 6 will be included or excluded, depending on whether the plan purchased by the policyholder includes disability benefits. Items 9, 10, and 11 will be included or excluded, depending on whether the plan purchased by the policyholder includes offsets for other income.

### **Waiver of Premium**

1. This provision will be included or excluded, based on whether the plan purchased by the policyholder includes this benefit. If it is included the following variables apply.
2. The bracketed content in the first sentence will be revised to reflect the actual coverage sold.
  - a. The reference to age in item 2 is variable according to the policyholder's plan. The range is a minimum of age 50 to a maximum of age 70.
  - b. The time period in item 3. is variable according to the policyholder's plan. The range is a minimum of 30 days to a maximum of 180 days.
  - c. Item 6 may be omitted according to the policyholder's plan.
  - d. The last paragraph may be omitted if dependent coverage is not included in the plan.
3. Amount of Coverage: The bracketed content in the first sentence will be revised to reflect the actual coverage sold.
4. Gainful Occupation:
  - a. The reference to 80% is variable according to the policyholder's plan. The range is a minimum of 60% to a maximum of 80%.
  - b. The reference to 12 months is variable according to the policyholder's plan. The range is a minimum of 6 months to a maximum of 24 months.
5. Proof of Total Disability: The reference to 12 months is variable according to the policyholder's plan. The range is a minimum of 3 months to a maximum of 12 months
6. Termination of the Waiver of Premium Benefit:
  - a. The bracketed content in the item 1 will be revised to reflect the actual coverage sold.
  - b. Item 3 may be omitted based on the policyholders plan. The time period in Item 3 is variable according to the policyholder's plan. The range is a minimum of 6 months to a maximum of 48 months. Item 3 may also be revised to read "[1] year following the date you became disabled," and the range for "1" year would be from 1 to 5 years.
  - c. Item 4 may be omitted according to the policyholder's plan.
7. Termination of the Waiver of Premium Benefit for the Covered Dependent.
  - a. The provision will be included or excluded, depending on whether the plan purchased by the policyholder includes dependent coverage.
  - b. If Dependent coverage is included, item 3 may be omitted or the reference to 12 months in item 3 may vary according to the policyholder's plan. The range is a minimum of 12 months to a maximum of 36 months.

### **Portability Privilege**

1. This provision will be included or excluded, based on whether the plan purchased by the policyholder includes a portability benefit. If it is included, the following variables apply.
  - a. The bracketed content will be included or excluded to reflect the actual coverage sold that includes the portability benefit
  - b. The phrases "and their spouse's" and "and children's" can be omitted or changed to "and their

## Specific Variables (continued)

- dependent's" if all dependents are eligible to port.
  - c. Item 2 will be included or excluded, based on the plan purchased by the policyholder.
  - d. The reference to age in item 2a is variable according to the policyholder's plan. The range is a minimum of age 70 to a maximum of age 90.
  - e. The reference to age in item 2b is variable according to the policyholder's plan. The range is a minimum of age 65 to a maximum of age 75.
  - f. The second paragraph can be change to remove the reference Portability available upon policy cancellation based on the policyholders plan.
  - g. In the third paragraph, first sentence, "Spouse's" and the phrase "and children's" will be included or excluded, based on the plan purchased by the policyholder. If dependent children are included, the second sentence would be removed.
2. Application and Premium Payment: The time period to apply for portability is variable according to the policyholder's plan. The range is a minimum of 30 days to a maximum of 90 days. The mode for payment of the portability premium is variable monthly, quarterly, semi-annually, or annually as determined by the policyholder.
3. Amount of Insurance: the words "spouse" and/or "or children" will be included or excluded based on eligibility for portability.
4. When Portability Ends
- a. Item 2. will be included or excluded, depending on the plan purchased by the policyholder.
  - b. If item 2 is included, the reference years is variable according to the policyholder's plan. The range is a minimum of 1 year to a maximum of 10 years and may be subject to the age limitations in Items 4, 5 and 7 depending on the plan purchased by the policyholder.
  - c. In item 3, the phrase "The date the master contract terminates" will be included or excluded, based on the plan purchased by the policyholder.
  - d. The reference to age in item 4 is variable according to the policyholder's plan. The range is a minimum of age 70 to a maximum of age 90.
  - e. The references to age in item 5. are variable according to the policyholder's plan. The range is a minimum of age 65 to a maximum of age 75.
  - f. Item 7 will be included or excluded, depending on the plan purchased by the policyholder.
  - g. If item 7 is included, the references to "spouse" or "or child" will be included or excluded, depending on the plan purchased by the policyholder.
  - h. Item 8 will be included or excluded, depending on the plan purchased by the policyholder.
  - i. If item 8 is included, the reference to age is variable according to the policyholder's plan. The range is a minimum of age 65 to a maximum of age 90.
  - j. Bracketed content in the second paragraph will be revised to reflect the actual coverage sold.
5. Other Policy Provisions
- a. The first sentence will be excluded if other benefit provisions do apply to insurance continued under the Portability Provision.
  - b. If this sentence is included, the referenced benefits may vary depending on the plan purchased by the policyholder.
6. Termination of the Policy: This provision will be included or excluded, depending on the plan purchased by the policyholder

## Continuity of Coverage

This provision will be included or excluded, based on whether the plan purchased by the policyholder includes a continuity of coverage benefit. If it is included, bracketed language is variable to reflect the nature of the actual prior policy covering the insured.

## **Exclusions and Limitations**

1. Any of the exclusions may be omitted if required by a policyholder's plan.
2. The definitions of "Participation in a riot", "Riot" and "War" will be omitted if the corresponding exclusion is omitted.
3. Geographic limitation may be included or excluded depending on a policyholder's particular plan.

**The following benefits are optional and will only be included if purchased by the policyholder.**

## **Benefits**

1. In the first paragraph, "Schedule of Insurance" or "your application" may be included to reflect instances where the schedule pages are identical for all members of a particular group and variable benefit options are reflected in application forms. The reference to wellness in the first paragraph may be omitted if wellness coverage is not included in the policy.
2. Either the third paragraph or the fourth paragraph will be included, but only one may be included at a time. If the third paragraph is included, "Schedule of Insurance" or "your application" may be included to reflect instances where the schedule pages are identical for all members of a particular group and variable benefit options are reflected in application forms

## **Module 1 – Accidental Treatment**

The entire section or each benefit in the section may be included or excluded to meet the needs of a particular policyholder.

1. Initial Physician Office Visit:
  - a. The reference to number of days in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 30 days to a maximum of 180 days.
  - b. The reference to number of days in Item 2. is variable according to the policyholder's plan. The range is a minimum of 30 days to a maximum of 180 days.
  - c. Item 3 will be included or excluded, depending on the plan purchased by the policyholder. If included, the reference to the maximum number of treatments is variable according to the policyholder's plan. The range is a minimum of 1 to a maximum of 10.
  - d. Item 4 will be included or excluded, depending on the plan purchased by the policyholder. If included, the reference to the maximum number of treatments is variable according to the policyholder's plan. The range is a minimum of 1 to a maximum of 20.
2. Emergency Treatment Benefit: The reference to number of hours in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 48 to a maximum of 120.
3. Emergency Dental Work: The reference to number of days in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 15 days to a maximum of 180 days.
4. Major diagnostic Examinations Benefit: The reference to number of days in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 30 days to a maximum of 365 days.
5. Lacerations: The reference to number of hours in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 24 to a maximum of 120.
6. Burns: The reference to number of hours in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 24 to a maximum of 120.
7. Eye Injury: The reference to number of days in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 30 days to a maximum of 180 days.
8. Brain Injury Diagnosis:
  - a. The reference to number of hours in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 24 to a maximum of 120.

## Specific Variables (continued)

- b. The reference to the number of days in the second paragraph is variable according to the policyholder's plan. The range is a minimum of 30 and a maximum of 180.
- 9. Dislocation Benefit:
  - a. The reference to number of days in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 15 days to a maximum of 180 days.
  - b. The reference to a percentage in the second paragraph is variable according to the policyholder's plan. The range is a minimum of 10% to a maximum of 50%.
  - c. The references to a percentage in Items 1. and 2. are variable according to the policyholder's plan. The range is a minimum of 150% to a maximum of 200%.
  - d. The reference to a percentage in Item 3. is variable according to the policyholder's plan. The range is a minimum of 10% to a maximum of 50%.
- 10. Fracture Benefit:
  - a. The reference to number of days in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 7 days to a maximum of 60 days.
  - b. The references to a percentage in the second and third paragraphs are variable according to the policyholder's plan. The range is a minimum of 150% to a maximum of 200%.
  - c. The reference to a percentage in the fourth paragraph is variable according to the policyholder's plan. The range is a minimum of 10% to a maximum of 25%.

## Module 2 – Hospital Care

The entire section or each benefit in the section may be included or excluded to meet the needs of a particular policyholder.

- 1. Initial Hospitalization/Intensive Care Unit Benefit:
  - a. The reference to number of hours in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 12 to a maximum of 24.
  - b. The reference to number of hours or days in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 24 hours to a maximum of 60 days.
  - c. The phrase "calendar year per" may be omitted based on the policyholder plan.
- 2. Surgery Benefit: The reference to number of hours in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 24 to a maximum of 120.
- 3. Ambulance Benefit:
  - a. The reference to number of days in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 30 days to a maximum of 180 days.
  - b. The reference to number of hours in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 24 to a maximum of 120.
  - c. The phrase "the ground or air ambulance, but not both" may be omitted based on the policyholder plan.
  - d. The final sentence may be omitted based on the policyholder plan. If included, the benefit could be one to 10 times per Calendar year per covered person and/or one to twenty times per calendar year per certificate.
- 4. Blood, Plasma, and Platelets: The reference to number of days in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 30 days to a maximum of 180 days.

## Module 3 – Follow-Up Care

The entire section or each benefit in the section may be included or excluded to meet the needs of a particular policyholder.

- 1. Physician Follow-Up Treatment Benefit:
  - a. The reference to number of hours in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 48 to a maximum of 120.

## Specific Variables (continued)

- b. The reference to maximum follow-up treatments in Item 1. is variable according to the policyholder's plan. The range is a minimum of three to a maximum of ten.
  - c. The reference to number of days in Item 2. is variable according to the policyholder's plan. The range is a minimum of 15 days to a maximum of 180 days.
  - d. The reference to the time period in Item 2. is variable according to the policyholder's plan. The range is a minimum of six to a maximum of 12 months.
2. Rehabilitation Unit Confinement:
    - a. The reference to number of days per covered person in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 10 days to a maximum of 60 days.
    - b. The reference to number of days per calendar year in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 10 days to a maximum of 120 days.
  3. Physical Therapy Benefit:
    - a. The reference to number of days in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 30 days to a maximum of 180 days.
    - b. The reference to number of months in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 6 months to a maximum of 12 months.
  4. Appliance: The reference to number of days is variable according to the policyholder's plan. The range is a minimum of 30 days to a maximum of 365 days.
  5. Prosthetic Devices: The reference to number of days is variable according to the policyholder's plan. The range is a minimum of 30 days to a maximum of 365 days.

## Module 4 – Transportation/Lodging Assistance

The entire section or each benefit in the section may be included or excluded to meet the needs of a particular policyholder.

1. Family Lodging:
  - a. The reference to number of days in Item 1. is variable according to the policyholder's plan. The range is a minimum of 30 days to a maximum of 180 days.
  - b. The reference to number of miles in Item 2. is variable according to the policyholder's plan. The range is a minimum of 75 miles to a maximum of 150 miles.
  - c. The reference to number of days in Item 4. is variable according to the policyholder's plan. The range is a minimum of 10 days to a maximum of 45 days.
2. Transportation:
  - a. The reference to number of miles in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 75 miles to a maximum of 150 miles.
  - b. The reference to number of days in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 30 days to a maximum of 180 days.
  - c. The reference to number of trips in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 3 to a maximum of 10.
3. Post Accident Transportation:
  - a. The reference to number of days in Item 1. is variable according to the policyholder's plan. The range is a minimum of 3 days to a maximum of 10 days.
  - b. The reference to number of miles in Item 2. is variable according to the policyholder's plan. The range is a minimum of 100 miles to a maximum of 500 miles.

## Module 5 – Surgery Benefits

The entire section or each benefit in the section may be included or excluded to meet the needs of a particular policyholder.

## Specific Variables (continued)

1. Tendon/Ligament:
  - a. The reference to number of days in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 30 days to a maximum of 180 days.
  - b. The reference to number of months in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 6 months to a maximum of 12 months.
2. Torn Knee Cartilage:
  - a. The reference to number of days in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 30 days to a maximum of 180 days.
  - b. The reference to number of months in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 6 months to a maximum of 12 months.
3. Ruptured Disc:
  - a. The reference to number of days is variable according to the policyholder's plan. The range is a minimum of 30 days to a maximum of 180 days.
  - b. The reference to number of months is variable according to the policyholder's plan. The range is a minimum of 6 months to a maximum of 12 months.
4. Torn Rotator Cuff:
  - a. The reference to number of days is variable according to the policyholder's plan. The range is a minimum of 30 days to a maximum of 180 days.
  - b. The reference to number of months is variable according to the policyholder's plan. The range is a minimum of 6 months to a maximum of 12 months.

## Module 6 – Wellness Benefit

The entire section or each benefit in the section may be included or excluded to meet the needs of a particular policyholder.

1. Waiting Period:
  - a. The waiting period may be omitted.
  - b. If the waiting period is included, the reference to number of days is variable according to the policyholder's plan. The range is a minimum of 0 days to a maximum of 365 days.
2. Second Paragraph:
  - a. The phrase "After the Waiting Period" may be omitted if the waiting period is omitted.
  - b. The first reference to number of payments per calendar year in the second paragraph is variable according to the policyholder's plan. The range is a minimum of 1 to a maximum of 5
  - c. The phrase "covered employee and spouse" in the second paragraph may be changed to "Covered Person".
  - d. The second reference to number of payments per calendar year in the second paragraph is variable according to the policyholder's plan. The range is a minimum of 1 to a maximum of 10.

## Certificate Riders

### Accident Only [Off-the-Job] Hospital and ICU Daily Benefit Rider, GA-ICU (5-12)

1. The phrase “off-the-job” will be included or excluded based on the plan purchased by the policyholder.
2. The phrase “on January 1, 20013” in the third paragraph may be removed completely if the rider is effective on the same date as the original policy. The phrase and correct date will be included, if needed, to reflect the actual effective date of the rider.
3. Hospital Confined or Hospital Confinement definition: The reference to number of is variable according to the policyholder’s plan. The range is a minimum of 12 hours to a maximum of 24 hours.
4. Off-the-Job Accident definition: Will be included or excluded based on the plan purchased by the policyholder
5. Benefits: Either the first paragraph or the second paragraph will be included, but only one may be included at a time.
6. Accident Hospital Confinement Benefit:
  - a. The first reference to number of days in the first paragraph is variable according to the policyholder’s plan. The range is a minimum of 30 days to a maximum of 180 days.
  - b. The second reference to number of days in the first paragraph is variable according to the policyholder’s plan. The range is a minimum of 90 days to a maximum of 730 days.
  - c. The references to number of days in the third paragraph is variable according to the policyholder’s plan. The range is a minimum of 30 days to a maximum of 180 days.
  - d. The word “not” and the phrase “the larger benefit will be paid” in the fourth paragraph will be included or excluded based on the plan purchased by the policyholder.
  - e. The first and final references to number of days in the fifth paragraph is variable according to the policyholder’s plan. The range is a minimum of 10 days to a maximum of 30 days.
  - f. The reference to “16<sup>th</sup> day” in the fifth paragraph is variable according to the policyholder’s plan. The range is a minimum of 11th to a maximum of 31st .
  - g. The second reference to number of days in the fifth paragraph is variable according to the policyholder’s plan. The range is a minimum of 90 days to a maximum of 730 days
7. Accident Hospital Intensive Care Confinement Benefit:
  - a. The first reference to number of days in the second paragraph is variable according to the policyholder’s plan. The range is a minimum of 30 days to a maximum of 180 days.
  - b. The second reference to number of days in the second paragraph is variable according to the policyholder’s plan. The range is a minimum of 10 days to a maximum of 30 days.
  - c. The references to number of days in the fourth paragraph is variable according to the policyholder’s plan. The range is a minimum of 30 days to a maximum of 180 days.
  - d. The word “not” and the phrase “the larger benefit will be paid” in the fifth paragraph will be included or excluded based on the plan purchased by the policyholder.
  - e. The first reference to number of days in the sixth paragraph is variable according to the policyholder’s plan. The range is a minimum of 10 days to a maximum of 30 days.
  - f. The reference to “16<sup>th</sup> day” in the sixth paragraph is variable according to the policyholder’s plan. The range is a minimum of 11th to a maximum of 31st .
  - g. The second reference to number of days in the sixth paragraph is variable according to the policyholder’s plan. The range is a minimum of 90 days to a maximum of 730 days

### Accident Only [Off-the-Job] Disability Income Rider, GA-ADI (5-12)

1. The phrase “off-the-job” will be included or excluded based on the plan purchased by the policyholder.
2. The phrase “on January 1, 20013” in the third paragraph may be removed completely if the rider is effective on the same date as the original policy. The phrase and correct date will be included, if

## Specific Variables (continued)

- needed, to reflect the actual effective date of the rider.
3. Off-the-Job Accident definition: Will be included or excluded based on the plan purchased by the policyholder.
  4. Benefits: Either the first paragraph or the second paragraph will be included, but only one may be included at a time.
  5. Monthly Benefit – Total Disability as a Result of an Accident:
    - a. The reference to number of days in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 30 days to a maximum of 180 days.
    - b. The references to months in the third paragraph are variable according to the policyholder's plan. The range is a minimum of 3 months to a maximum of 24 months.
  6. Exclusions and Limitations: Item 3. may be omitted if required by a policyholder's plan.
  7. Other Insurance With Us: This provision will be included or excluded based on the plan purchased by the policyholder. If the provision is included, the references to a percentage are variable according to the policyholder's plan. The range is a minimum of 60% to a maximum of 80%.
  8. When Coverage Under This Rider Ends: The reference to age 70 in Item 5. is variable according to the policyholder's plan. The range is from age 65 to 80.

### **Spouse Off-the-Job Accident Only Disability Income Rider, GA-SADI (5-12)**

1. The phrase "on January 1, 20013" in the third paragraph may be removed completely if the rider is effective on the same date as the original policy. The phrase and correct date will be included, if needed, to reflect the actual effective date of the rider.
2. Benefits: Either the first paragraph or the second paragraph will be included, but only one may be included at a time.
3. Monthly Benefit – Total Disability as a Result of an Accident:
  - a. The reference to number of days in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 30 days to a maximum of 180 days.
  - b. The references to months in the third paragraph are variable according to the policyholder's plan. The range is a minimum of 3 months to a maximum of 24 months.
4. Other Insurance With Us: This provision will be included or excluded based on the plan purchased by the policyholder. If the provision is included, the references to a percentage are variable according to the policyholder's plan. The range is a minimum of 60% to a maximum of 80%.
5. When Coverage Under This Rider Ends: The reference to age 65 in Item 5. is variable according to the policyholder's plan. The range is from age 65 to 80

### **Sickness Only Disability Income Rider, GA-SDI (5-12)**

1. The phrase "on January 1, 20013" in the third paragraph may be removed completely if the rider is effective on the same date as the original policy. The phrase and correct date will be included, if needed, to reflect the actual effective date of the rider.
2. Definitions:
  - a. Pre-Existing Condition definition: The reference to number of months is variable according to the policyholder's plan. The range is a minimum of 3 months to a maximum of 24 months.
  - b. Sickness definition:
    - i) The phrase "more than [30] [days]" may be included or excluded to meet the needs of a particular policyholder.
    - ii) The references to number of days are variable according to the policyholder's plan. The range is a minimum of 0 days to a maximum of 30 days.
    - iii) The last sentence may be included or excluded to meet the needs of a particular policyholder.

## Specific Variables (continued)

3. Benefits: Either the first paragraph or the second paragraph will be included, but only one may be included at a time.
4. Monthly Benefit - Total Disability as a result of a Sickness:
  - a. The reference to number of days in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 30 days to a maximum of 180 days.
  - b. The references to number of months in the third paragraph are variable according to the policyholder's plan. The range is a minimum of 6 months to a maximum of 12 months.
5. Other Insurance With Us: This provision will be included or excluded based on the plan purchased by the policyholder. If the provision is included, the references to a percentage in the are variable according to the policyholder's plan. The range is a minimum of 60% to a maximum of 80%.
6. Pre-Existing Condition Exclusion: The reference to number of months is variable according to the policyholder's plan. The range is a minimum of 6 months to a maximum of 24 months.
7. When Coverage Under This Rider Ends: The reference to age 70 in Item 5. is variable according to the policyholder's plan. The range is from age 65 to 80.

### **Sickness Hospital Daily Benefit Rider, GA-SH (5-12)**

1. The phrase "on January 1, 20013" in the third paragraph may be removed completely if the rider is effective on the same date as the original policy. The phrase and correct date will be included, if needed, to reflect the actual effective date of the rider.
2. Definitions:
  - a. Pre-Existing Condition definition: The reference to number of months is variable according to the policyholder's plan. The range is a minimum of 3 months to a maximum of 24 months.
  - b. Sickness definition:
    - i) The phrase "more than [30] [days]" may be included or excluded to meet the needs of a particular policyholder.
    - ii) The references to number of days are variable according to the policyholder's plan. The range is a minimum of 0 days to a maximum of 60 days.
    - iii) The last sentence may be included or excluded to meet the needs of a particular policyholder
3. Benefits: Either the first paragraph or the second paragraph will be included, but only one may be included at a time.
4. Sickness Hospital Daily Benefit:
  - a. The reference to number of days in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 15 days to a maximum of 90 days.
  - b. The references to number of days in the second paragraph are variable according to the policyholder's plan. The range is a minimum of 15 days to a maximum of 90 days.
  - c. The reference to number of hours in the third paragraph is variable according to the policyholder's plan. The range is a minimum of 12 hours to a maximum of 24 hours.
  - d. The word "not" in the third paragraph will be included or excluded based on the plan purchased by the policyholder.
8. Pre-Existing Condition Exclusion: The reference to number of months is variable according to the policyholder's plan. The range is a minimum of 6 months to a maximum of 24 months.

### **Accidental Death and Dismemberment [Off-The-Job] Benefit Rider, GVH-ADD (5-12)**

1. The phrase "off-the-job" will be included or excluded based on the plan purchased by the policyholder.
2. The phrase "on January 1, 20013" in the third paragraph may be removed completely if the rider is effective on the same date as the original policy. The phrase and correct date will be included, if needed, to reflect the actual effective date of the rider.
3. Definitions:

Specific Variables (continued)

- b. Air Bag System definition: Will be included or excluded based on the plan purchased by the policyholder.
  - c. Automobile definition: Will be included or excluded based on the plan purchased by the policyholder.
  - d. Dismemberment definition: Will be included or excluded based on the plan purchased by the policyholder.
  - e. Off-the-Job Accident definition: Will be included or excluded based on the plan purchased by the policyholder.
  - f. Paralysis definition: Will be included or excluded based on the plan purchased by the policyholder.
  - g. Seatbelt definition: Will be included or excluded based on the plan purchased by the policyholder.
4. Exclusions and Limitations:
- b. Any of the exclusions may be omitted if required by a policyholder's plan.
  - c. The definitions of "Participation in a riot", "Riot" and "War" will be omitted if the corresponding exclusion is omitted.
5. Benefits:
- b. Either the first paragraph or the second paragraph will be included, but only one may be included at a time.
  - c. The reference to number of days in the third paragraph is variable according to the policyholder's plan. The range is a minimum of 30 days to a maximum of 365 days.
6. Accidental Dismemberment Benefits:
- a. The first reference to a percentage is variable according to the policyholder's plan. The range is a minimum of 50% to a maximum of 100%.
  - b. The second reference to a percentage is variable according to the policyholder's plan. The range is a minimum of 25% to a maximum of 100%.
  - c. The third reference to a percentage is variable according to the policyholder's plan. The range is a minimum of 10% to a maximum of 50%.
7. Paralysis:
- a. The first reference to a percentage is variable according to the policyholder's plan. The range is a minimum of 25% to a maximum of 100%.
  - b. The second reference to a percentage is variable according to the policyholder's plan. The range is a minimum of 25% to a maximum of 100%.
  - c. The third reference to a percentage is variable according to the policyholder's plan. The range is a minimum of 25% to a maximum of 100%.
8. Coma Benefit:
- a. The reference to number of days in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 1 day to a maximum of 30 days.
  - b. The reference to number of days in the third paragraph is variable according to the policyholder's plan. The range is a minimum of 1 day to a maximum of 30 days.
  - c. The first reference to a percentage in the fourth paragraph is variable according to the policyholder's plan. The range is a minimum of 3% to a maximum of 10%.
  - d. The second reference to a percentage in the fourth paragraph is variable according to the policyholder's plan. The range is a minimum of 3% to a maximum of 10%.
  - e. In the fourth paragraph, the phrase "or [3% - 10%] of the difference between the full benefit amount and the amount of any benefits paid for loss arising out of the same accident, whichever is less" will be included or excluded based on the plan purchased by the policyholder.
  - f. The reference to number of months in the Item 2. of the fourth paragraph is variable according to the policyholder's plan. The range is the 11<sup>th</sup> month to the 100<sup>th</sup> month.
  - g. The reference to number of straight months in the seventh paragraph is variable according to the policyholder's plan. The range is 11 straight months to 100 straight months.

Specific Variables (continued)

9. Seat Belt Benefit:
  - a. The reference to a percentage in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 3% to a maximum of 100%.
  - b. The reference to an amount in the first paragraph is variable according to the policyholder's plan. The range is a minimum of \$1,000 to a maximum of \$50,000.
  - c. The reference to an amount in the second paragraph is variable according to the policyholder's plan. The range is a minimum of \$1,000 to a maximum of \$10,000.
10. Air Bag Benefit:
  - a. The reference to a percentage in the first paragraph is variable according to the policyholder's plan. The range is a minimum of 3% to a maximum of 100%.
  - b. The reference to an amount in the first paragraph is variable according to the policyholder's plan. The range is a minimum of \$1,000 to a maximum of \$50,000.
11. Repatriation Benefit:
  - a. The reference to miles in Item 2. of the first paragraph is variable according to the policyholder's plan. The range is a minimum of 75 miles to a maximum of 150 miles.
  - b. The reference to an amount in Item 1. of the second paragraph is variable according to the policyholder's plan. The range is a minimum of \$250 to a maximum of \$1,000.
  - c. The reference to a percentage in Item 2. of the second paragraph is variable according to the policyholder's plan. The range is a minimum of 10% to a maximum of 100%.
  - d. The reference to an amount in Item 2. of the second paragraph is variable according to the policyholder's plan. The range is a minimum of \$1,000 to a maximum of \$25,000.
12. Child Education Benefit:
  - a. The reference to number of days in Item 2. b. of the first paragraph is variable according to the policyholder's plan. The range is a minimum of 90 days to a maximum of 365 days.
  - b. The reference to percentage in Item 1. of the second paragraph is variable according to the policyholder's plan. The range is a minimum of 3% to a maximum of 25%.
  - c. The reference to an amount in Item 1. of the second paragraph is variable according to the policyholder's plan. The range is a minimum of \$1,000 to a maximum of \$25,000.
  - d. The reference to number of years in Item 2. of the second paragraph is variable according to the policyholder's plan. The range is a minimum of 2 to a maximum of 6.
  - e. The reference to an amount in the fourth paragraph is variable according to the policyholder's plan. The range is a minimum of \$1,000 to a maximum of \$10,000.
13. Child Care Center Benefit:
  - a. The reference to number of days in Item 2. b. of the first paragraph is variable according to the policyholder's plan. The range is a minimum of 90 days to a maximum of 365 days.
  - b. The reference to percentage in Item 1. of the second paragraph is variable according to the policyholder's plan. The range is a minimum of 3% to a maximum of 25%.
  - c. The reference to an amount in Item 1. of the second paragraph is variable according to the policyholder's plan. The range is a minimum of \$1,000 to a maximum of \$25,000.
  - d. The reference to number of years in the third paragraph is variable according to the policyholder's plan. The range is a minimum of 2 to a maximum of 6.
  - e. The reference to an amount in the fifth paragraph is variable according to the policyholder's plan. The range is a minimum of \$1,000 to a maximum of \$10,000.
  - f. The references to a twelve-month period in the last paragraph are variable according to the policyholder's plan. The range is three-month to twelve-month.
  - g. The reference to the benefit in the last paragraph is variable according to the policyholder's plan. The available options are annual or semi-annual.
14. Spouse Training Benefit:
  - a. The reference to number of days in Item 1. of the first paragraph is variable according to the policyholder's plan. The range is a minimum of 90 days to a maximum of 365 days.
  - b. The reference to percentage in Item 1. of the second paragraph is variable according to the policyholder's plan. The range is a minimum of 3% to a maximum of 25%.

Specific Variables (continued)

- c. The reference to an amount in Item 1. of the second paragraph is variable according to the policyholder's plan. The range is a minimum of \$1,000 to a maximum of \$25,000.
- d. The reference to number of years in Item 2. of the second paragraph is variable according to the policyholder's plan. The range is a minimum of 2 to a maximum of 6.
- e. The reference to an amount in the third paragraph is variable according to the policyholder's plan. The range is a minimum of \$1,000 to a maximum of \$10,000.

**Accident Policy Elimination Rider, GA-ELIM (5-12)**

- 1. Any or all of the exclusions may be included or excluded according to the policyholder's plan.
- 2. Bracketed material within included exclusions may be included or omitted to reflect a policyholder's plan.

# MITCHELL || WILLIAMS

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July 6, 2012

The Honorable Jay Bradford  
Commissioner of Insurance  
Arkansas Insurance Department  
1200 West 3rd Street  
Little Rock, AR 72201-1904

Attention: Mr. Dan Honey  
Deputy Commissioner Life and Health

RE: **USABLE LIFE**

NAIC #: 94358; FEIN: 71-0505232

Group Accident Form Filing

- Group Accident Insurance Policy (Form No. GA-P (5-12))
- Certificate of Insurance (Form No. GA-C (5-12))
- Accidental Death and Dismemberment Benefit Rider (Form No. GVH-ADD (5-12))
- Accident Hospital and ICU Daily Benefit Rider (Form No. GA-ICU (5-12))
- Sickness Hospital Daily Benefit Rider (Form No. GA-SH (5-12))
- Accident Only Disability Income Rider (Form No. GA-ADI (5-12))
- Sickness Only Disability Income Rider (Form No. GA-SDI (5-12))
- Spouse Off-the-Job Accident Only Disability Income Rider (Form No. GA-SADI (5-12))
- Accident Elimination Rider (Form No. GA-ELIM (5-12))

**SERFF Tracking No. MWSG-128404951**

Dear Commissioner Bradford:

On behalf of USABLE Life (the "Company"), we respectfully submit the above-referenced forms for your review and approval. These forms are new and do not replace any previously approved forms.

In addition to the above-referenced forms, this filing contains the following documentation:

1. The Company's letter authorizing Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. to make this filing on the Company's behalf;
2. A Statement of Variability regarding bracketed material in the forms;
3. A Flesch score certification;
4. A Certificate of Compliance; and

5. A filing fee of \$450.00 which represents a fee of \$ 50/form which is being sent to the Department via EFT.

Forms GA-P (5-12) and GA-C (5-12), the group policy and certificate, respectively, provide stand-alone, voluntary group, accident only insurance. The policy/certificate utilizes a modular design with six core modules:

- Module 1 – Benefits for Accidental Injuries, including initial physician office visit, emergency room treatment, emergency dental work, major diagnostic examinations, lacerations, burns, eye injuries, brain injury diagnosis, dislocations and fractures;
- Module 2 – Benefits for Hospital Care, including initial hospitalization/intensive care unit confinement, surgery, ambulance services, and blood, plasma and platelets;
- Module 3 – Benefits for Follow-Up Care, including physician follow-up treatment, rehabilitation unit confinement, physical therapy, medical appliances, and prosthetic devices;
- Module 4 – Benefits for Transportation/Lodging Assistance, including family lodging, transportation, and post-accident transportation;
- Module 5 – Surgical benefits, including those for tendon/ligament injuries, torn knee cartilage, ruptured discs, and torn rotator cuffs; and
- Module 6 – Wellness benefits.

The group master policyholder will be able to choose from the following optional riders to create a package of benefits for their employees/members:

- Accidental Death and Dismemberment Benefit Rider, form GVH-ADD (5-12), will be available in units (up to 20 units) and pays a fixed benefit for accidental death with the benefit amount varying by cause of accidental death. The dismemberment benefit pays a percentage of the death benefit based on the severity of the dismemberment.
- Accident Only Hospital and ICU Daily Benefit Rider, form GA-ICU (5-12), provides a daily benefit for each day of hospital or sub-acute intensive care unit confinement. The rider also provides a benefit if confinement in an intensive care unit is required. This rider will also be available in units (up to 20 units).
- Sickness Hospital Daily Benefit Rider, form GA-SH (5-12), provides a daily benefit for each day of hospital confinement because of a covered sickness. The rider also provides a benefit if confinement in a sub-acute intensive care unit is required. This rider will also be available in units (up to 20 units).
- Accident Only Disability Income Rider, form GA-ADI (5-12), provides a disability income benefit if the primary insured becomes disabled as the result of a covered accident. This rider will also be available in units (up to 20 units).
- Sickness Only Disability Income Rider, form GA-SDI (5-12), provides a disability income benefit if the primary insured becomes disabled as the result of sickness. This rider will also be available in units (up to 20 units).

- Spouse Off-the-Job Accident Only Disability Income Rider, form GA-SADI (5-12), provides a disability income benefit if an insured spouse becomes disabled as the result of a covered accident. This rider will also be available in units (up to 20 units).
- Accident Elimination Rider, form GA-ELIM (5-12), identifies those coverages from which the applicant will be excluded due to having an uninsurable condition prior to the date the enrollment form was signed.

These forms will be marketed to eligible employer/employee groups as permitted under the laws of your state. Premiums will be paid by the certificateholder, the policyholder, or a combination of both.

**Not included in this filing are the policyholder application and the certificate application that will be used in conjunction with these forms. The applications will be filed under separate cover at a later date. The Company, however, requests review of the enclosed forms. The Company acknowledges that approved applications will be necessary prior to marketing the enclosed forms and agrees that it will not market the enclosed forms prior to receiving approval for them and the related applications.**

To the best of the Company's knowledge, information and belief, the forms submitted herewith are in compliance in all respects with the provisions of the insurance laws, rules and regulations of your state, and contain no provisions previously disapproved by your Department.

These forms are in final print. The Company reserves the right to change the appearance, formatting and pagination, but not the text of these forms to comply with future changes in production, print systems or web site software and stylistic revisions. No font will be less than a 10-point font size. The Company also reserves the right to change the color and/or weight of hard-copy versions of this form and to correct typographical errors without refiling. In addition, the Company also reserves the right to change the Company logo, Company address and phone number, and Officers' signatures without refiling.

If you have any questions or need anything further to expedite the review and approval of this filing, please contact me at (501) 688-8845 or June Stracener, a paralegal working with me on this matter, at (479) 464-5668. Thank you for your courtesy and assistance in this matter.

Sincerely,

MITCHELL, WILLIAMS, SELIG,  
GATES & WOODYARD, P.L.L.C.



By

Derrick W. Smith

Enclosures



April 25, 2012

INSURANCE COMMISSIONER

This letter, or a copy thereof, will authorize Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. to represent US Able Life in any matters related to the submission of policy forms and/or rates to your state.

Very truly yours,

A handwritten signature in cursive script that reads "Sally A. Murphy".

Sally A. Murphy  
Senior Counsel, Chief Compliance Officer  
and Assistant Secretary

<b>SERFF Tracking #:</b>	MWSG-128404951	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	GA-P (5-12)
<b>State:</b>	Arkansas	<b>Filing Company:</b>	US Able Life		
<b>TOI/Sub-TOI:</b>	H02G Group Health - Accident Only/H02G.000 Health - Accident Only				
<b>Product Name:</b>	Group Accident Only				
<b>Project Name/Number:</b>	/				

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
07/10/2012	Form	Certificate of Insurance	07/18/2012	Certificate of Insurance GA-C (5-12) -- 7-10-12.pdf (Superseded)
07/06/2012	Form	Group Accident Insurance Policy	07/10/2012	Group Accident Insurance Policy GA-P (5-12) -- 7-6-12.pdf (Superseded)
07/06/2012	Form	Certificate of Insurance	07/10/2012	Certificate of Insurance GA-C (5-12) -- 7-6-12.pdf (Superseded)