



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

NOTICE OF CHANGE

Group Number: 10011711
Policyholder: Blount County Government
Effective Date of Change: September 1, 2005

Your Certificate is hereby amended as follows:

Section II - Eligibility and Effective Date - Effective Date of Employee Insurance, page 5.0 is amended to reflect that the actively at work requirement is waived for employees who are covered by the prior carrier as of September 1, 2005. This amendment does not apply to employees who have not met the 30-day waiting period or those hired after September 1, 2005.

This Notice of Change is part of the certificate to which it is attached.

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

USABLE Life

A handwritten signature in cursive script that reads "Dawn B. House".

President

Notice to GCRT (11-99)

USABLE Life • 320 West Capitol • P.O. Box 1650 • Little Rock, AR 72203-1650 • (501) 375-7200 • (800) 648-0271



320 W. Capitol • P.O. Box 1650 • Little Rock, AR 72203-1650
(501) 375-7200 • (800) 648-0271
(A stock insurance company, herein called USABLE Life)

GROUP LIFE & HEALTH CERTIFICATE OF INSURANCE

Policyholder: BLOUNT COUNTY GOVERNMENT

Class: 2

We certify that a group insurance policy has been issued to the policyholder. The policy provides benefits for enrolled employees who are eligible.

This certificate explains many provisions of the group policy, but it is not a policy. The benefits and provisions described are subject in every case to the terms and conditions of the group policy. The policy is on file and may be examined at the office of the policyholder. This is your Certificate of Insurance only while you remain insured under the group insurance policy.

Signed for USABLE Life at Little Rock, Arkansas, by:

A handwritten signature in cursive script that reads "Mack Langston".

Assistant Secretary

A handwritten signature in cursive script that reads "James B. House".

President

Table of Contents

	Page
Schedule of Benefits.....	2
Section I — Definitions	3
Section II — Eligibility and Effective Date.....	5
Section III — Termination of Insurance.....	6
Section IV — Claims Provisions.....	7
Section V — Benefits.....	10
ERISA Information	11
Important Notice.....	13

Any extra benefits provided by riders are described in the riders attached at the back of this certificate.

Schedule Of Benefits

Group Policyholder: BLOUNT COUNTY GOVERNMENT
Group Policy Number: 10011711
Effective Date*: September 1, 2005*
**This certificate replaces any certificate issued before the date shown.*

Waiting Period: Employees Enrolled on the effective date: 0 days
Employees Enrolled after the effective date: 30 days

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

Class 2 - ALL RETIREES UNDER AGE 65

Life Insurance	\$10,000
AD&D	\$10,000

Guaranteed Issue Amounts

Life Insurance	\$10,000
AD&D	\$10,000

The employee must furnish evidence of insurability, which is subject to our approval, for any amount in excess of the guaranteed issue amount.

Reductions, Termination, and Special Provisions

Life and Accidental Death & Dismemberment benefits will terminate at age 65 or retirement, whichever occurs first.

Section I - Definitions

Accident or Injury	Accidental bodily injury sustained by the insured person while covered under this policy which is the direct cause of the loss, independent of disease or bodily infirmity or any other cause.
Active Work or Actively at Work	You report for work at your usual place of employment and are able to perform all the duties of your regular occupation for the entire normal work day.
Annual Salary	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.
Contributory Insurance	Insurance for which you must apply and agree to make the required premium contributions.
Non-Contributory Insurance	Insurance for which you must apply but do not have to make any premium contributions.
Employer	The policyholder of this contract.
Employee	<p>A person who is:</p> <ol style="list-style-type: none">1. directly employed in the normal business of the employer; and2. paid for services by the employer; and3. actively at work for the employer, or any subsidiary or affiliate covered under this policy; or4. a retiree, if listed as eligible in the Group Policy. <p>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.</p>
Dependent	<p>The term "Dependent" will include:</p> <ol style="list-style-type: none">1. your spouse, if not legally separated from you;2. any unmarried child less than 24 years of age who is:<ol style="list-style-type: none">a. not working on a full-time basis, andb. depends upon you for more than 50% of his support; or3. a handicapped child, as defined in the Continuation of Insurance for a Handicapped Child section, over 24 years of age, who was insured under this policy before reaching age 24. <p>The term "child" also includes a legally adopted child, stepchild, foster child, or any child who lives with you, and depends on you for more than 50% of his support.</p>
Gender	The use of the male pronoun also includes the female.

Section I - Definitions

Home Office	The principal office of USABLE Life in Little Rock, Arkansas.
Insured Person	You and your dependents, whose insurance has become and remains effective under all the conditions and provisions of this policy.
Physician	<p>A person who is acting within the scope of his or her license; and is either:</p> <ol style="list-style-type: none">1. licensed to practice medicine and prescribe and administer drugs or to perform surgery; or is2. legally qualified as a medical practitioner and is required to be recognized, according to the insurance statutes or the insurance regulations of the governing jurisdiction. <p>It does not include the insured person receiving treatment or his spouse, daughter, son, step-child, father, mother, step-parent, sister, brother, step-sister, step-brother, grandchild, grandparent, father-in-law, mother-in-law, or spouses, as applicable, of any of these.</p>
Plan	The group master policy on file with your employer and this certificate of insurance.
Plan Administrator	Your employer, which sponsors the Plan for the benefit of its employees and their eligible dependents.
Sickness	A disease or illness, including pregnancy.
Total Disability or Totally Disabled	<ol style="list-style-type: none">1. You are totally disabled if you are completely unable to perform all of the material duties of your regular occupation at your customary place of work and are under the regular care of a physician.2. A dependent is totally disabled if he is unable to engage in any of the usual and customary duties and activities of a person of like age and sex who is free of any physical or mental disease or disorder.
Waiting Period	The period of time which must pass before you are eligible to enroll in this insurance program.
Weekly Earnings	Your normal weekly rate of pay, excluding any overtime pay, bonuses or any other extra pay. If your pay is from commissions, the weekly earnings will be based on your average commissions for the prior 12 months.
We, Our, or Us	These terms refer to USABLE Life.

Section II – Eligibility and Effective Date

Employee Eligibility

If you are working on a full-time basis for the employer, you are eligible for insurance after completion of the required waiting period, provided you are in a class of employees who are included. You will be considered to work on a full-time basis if you customarily work at least the minimum number of hours shown in the policy.

You will become eligible for insurance on the latest of the following dates:

1. the effective date of this policy;
2. the end of the specified waiting period;
3. the date this policy is changed to include the employee's class; or
4. the date you become a member of a class eligible for insurance.

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 provided by us when applying for insurance.

1. Your insurance will be effective at 12:01 a.m.:
 - a. if it is non-contributory, on the date you become eligible for coverage, regardless of when you apply; or
 - b. if it is contributory and you make application within 31 days after the date you first became eligible, on your eligibility date. (Except in the case of item number 2c below.)
2. If you are applying for contributory insurance, you must furnish evidence of insurability at your expense if:
 - a. you do not apply for insurance within 31 days after the date you first became eligible; or
 - b. you have previously terminated your insurance while in an eligible class; or
 - c. you are applying for optional insurance coverages which are subject to Home Office approval.

The effective date will be the first day of the policy month following the date your application is approved by us.

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.

Section III – Termination of Insurance

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 this policy terminates, or the date a specified benefit terminates;
3. the date you cease to be a member of a class eligible for insurance; or
4. the date you cease to be actively at work.

(See "Conversion Privilege for Life Insurance," page 10.1)

However, your insurance may be continued for the period shown below until the employer notifies us of the date that insurance is to be terminated. The employer must act so as not to discriminate unfairly among employees in similar situations.

1. If you stop active work due to layoff or leave of absence, your insurance may be continued for up to 3 months.
2. If you stop active work due to total disability, your insurance may be continued up to 12 months while you remain totally disabled. (See "Employee Life Insurance - Waiver of Premium" on page 10.3.)

Premiums for continuation of coverage must be paid by or through the employer. Coverage will also terminate on the date determined by 1 through 3 above.

Termination of Dependent Insurance

Insurance on a dependent will terminate at 12:00 midnight in the state where this policy was delivered on the earliest of the following dates:

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

Continuation of Insurance for a Handicapped Dependent Child

If an unmarried dependent child is not capable of self-sustaining employment due to mental or physical handicap, his insurance will not terminate at age 24. 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 2 years that follow the date the child reaches age 24.

Section IV – Claims 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 insured person and the nature of the loss. When we receive written notice of claim, we will furnish proof of loss forms within 15 days.

Proof of Loss

For any loss covered by this policy, written proof of loss must be given to us within 90 days after the date of 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 insured 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. (Mississippi does not allow autopsy.) We will pay the cost of the exam and autopsy.

Payment of Claims

All benefits payable under this policy will be payable immediately upon receipt of due written proof of such loss. If included, Short Term Disability, Dependent Life, Hospital Indemnity, Supplemental Hospital, and Dismemberment benefits will be paid to you. Employee Life insurance and Accidental Death benefits will be paid to the person(s) named by you to receive them.

If you failed to name a beneficiary or if no named beneficiary is living at your death, refer to the "Beneficiary" provision on the next page. At our option, up to \$500 may be paid to any person who incurred funeral or other expenses related to the last illness or death of the insured person.

Section IV – Claims Provisions

Beneficiary

Your beneficiary will be the person(s) you name in writing to receive any amount of insurance payable due to your death. The beneficiary's name is on record in our Home Office, or in the policyholder's office if the group is self-administered. You are the beneficiary of the Dependent Life Insurance if you are living. If you and your dependent die in the same accident, the dependent benefit will be paid to your estate.

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

If you name more than one beneficiary, those who survive will share equally unless you specify otherwise. 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.

Settlement Options

Instead of a single payment, you may choose to have all or part of the Life or Accidental Death Insurance paid under one of the settlement options we have available. We will give you full information about the options upon request.

If you have chosen an option, no one can change it unless you consent in writing. Your beneficiary may choose an option within 60 days after your death if one has not been chosen.

Assignment

You have all ownership rights of life insurance. You may transfer the rights 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.

Claim Review

If a claim is denied, you will be given written notice of:

1. the reason for the denial; and
2. the policy provision that relates to the denial; and
3. your right to ask for a review of your claim; and
4. any additional information that might allow us to change our decision.

USABLE Life shall have authority and full discretion to determine all questions arising in connection with the Plan benefits, including but not limited to eligibility, beneficiaries, interpretation of Plan language, and findings of fact with regard to any such questions. The actions, determinations, and interpretations of USABLE Life with respect to all such matters shall be conclusive and binding. This means that should there be any question concerning how the Plan applies:

Section IV – Claims Provisions

1. to any claim for benefits;
2. concerning an employee's eligibility for Plan benefits;
3. concerning the determination of beneficiaries; or
4. to any other question or issue, whether one of fact or one of Plan interpretation;

USABLE Life is deemed to have the exclusive right and authority to resolve all such questions in the exercise of USABLE Life's sole discretion.

You may, upon written request, read any reports that are not confidential. For a small fee, we will make copies of those reports for your use.

Appeals Procedure

Prior to filing any lawsuit and no later than 60 days after notice of denial of your claim, you or your beneficiary should appeal any denial of benefits under the policy by making a written request for review of the denial, directed to "Appeals Coordinator," at our Home Office, USABLE Life, P.O. Box 1650, Little Rock, Arkansas 72203.

Legal Actions

You or your beneficiary may not bring suit to recover until 60 days after written proof of loss is furnished. No suit may be brought more than three years (5 years in Kansas and Tennessee) after the date a loss covered under the policy occurs.

Insurance Fraud

Warning: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information may be guilty of insurance fraud and prosecuted.

We may terminate your coverage if you have filed a fraudulent claim or statement with us. We may terminate the group policy if the policyholder or his administrator has filed or assisted with the filing of a fraudulent claim with us.

Section V – Benefits

Employee Life Insurance

Death Benefits

We will pay the amount of insurance in force on the date of death when we receive proof of your death.

Section V – Benefits

Conversion Privilege for Life Insurance

Conversion upon Termination of Employment or Eligibility

For Employees

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

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

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

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

For Dependents

Your insured dependent spouse or child may convert all or part of his life insurance to an individual life policy, other than Term, if the insurance on his life ends because:

1. you stopped working full-time for your employer; or
2. you ceased to be a member of a class eligible for insurance; or
3. the dependent ceased to be an eligible family member; or
4. of your death.

Conversion Upon Termination or Amendment of Group Policy

Any insured person may convert a limited amount of life insurance if he has been continuously insured under this policy for not less than five years and his insurance ends due to termination or amendment of this policy.

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

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

Conversion Coverage

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

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

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

Section V – Benefits

Conversion Privilege Life Insurance

Notice and Application Required

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

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

Conversion Period Death Benefit

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

Section V – Benefits

Employee Life Insurance – Waiver of Premium

Extended Insurance Benefit (Waiver of Premium)

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

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

Amount of Life Insurance

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

Definition of Total Disability

For the purposes of waiver of premium, "total disability" means, during the first 12 months of disability, you are unable to perform all of the material and substantial duties of your occupation for your entire normal workday because of a disability:

1. caused by injury or sickness;
2. that started while insured under this plan.

After 12 months of total disability, you will be totally disabled if you are unable to perform with reasonable continuity all of the material and substantial duties of your own or any other occupation for which you are or become reasonably fitted by training, education, experience, age, and physical and mental capacity.

Proof of Total Disability

Upon receipt of Notice of Loss, we will provide forms which you must use when giving us proof of total disability. (See "Notice of Loss" on page 7.) You must give us proof, at your own expense, 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.

Section V – Benefits

Employee Life Insurance – Waiver of Premium

Death While Totally Disabled

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

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

Termination of the Extended Insurance Benefit

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

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

If your insurance terminates while you are covered under this provision, you will be eligible to convert that coverage as of the termination date. You may convert no more than the amount of life insurance that was in force on you on that date. (See Conversion Privilege for Life Insurance, page 10.1.)

Section V – Benefits

Employee Accidental Death & Dismemberment Insurance

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

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

Amount of Insurance

We will pay the full AD&D amount shown in the Schedule of Benefits for loss of:

1. life;
2. both hands or both feet;
3. one hand and one foot;
4. sight of both eyes;
5. one hand and sight of one eye; or
6. one foot and sight of one eye.

We will pay one-half the AD&D amount shown in the Schedule of Benefits for loss of:

1. one hand;
2. one foot; or
3. sight of one eye.

Loss of sight means total and irrecoverable loss of sight. Loss of hands or feet means severance at or above the wrist or ankle, unless the State in which this policy is issued defines the loss differently.

In paying this benefit, we will consider only losses sustained while insured under this section of the policy. We will pay no more than the full amount shown in the Schedule of Benefits for losses resulting from any one injury.

Limitations

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

1. disease, bodily or mental infirmity, or infection (except bacterial infection of a visible injury);
2. suicide or intentionally self-inflicted injury, whether sane or insane;
3. your participation in a riot or insurrection, or commission of an assault or felony;
4. war or any act of war, declared or undeclared;
5. voluntary or intentional use of any drug, hallucinogen, controlled substance, or narcotic unless prescribed by a physician;
6. travel or flight in, or descent from, any aircraft unless as a fare paying passenger on a commercial airline flying between established airports on: (a) a scheduled route, or (b) a charter flight;
7. participation in parachute or hang gliding sports, or an organized race or speed contest; or
8. your being voluntary or intentional intoxicated as defined by the laws of the jurisdiction in which the accident occurred. Conviction is not necessary for a determination of being intoxicated.

Section V – Benefits

Employee Accidental Death & Dismemberment Insurance

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

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

ERISA Information

Plan Sponsorship and Administration

The plan was established by the actions of your employer, which continues to act as Plan Sponsor and Plan Administrator. Your employer, as Plan Administrator, performs the functions of distributing Plan notices and information to employees and other Plan participants, coordinates employees' and eligible dependents' enrollment in the Plan, and transmits Plan premium payments.

ERISA Rights

As a participant in this plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, all Plan documents including insurance contracts, and copies of all documents filed by the plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.
2. Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
3. In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.
4. Neither your employer, nor any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.
5. If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.
6. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court, provided that you have first followed the Plan's designated appeals procedure before bringing suit.

ERISA Information

7. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees.
8. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.
9. If you have any questions about your Plan, you should contact the Plan Administrator.
10. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

Important Notice

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

USABLE Life
320 W. Capitol, Suite 700
P. O. Box 1650
Little Rock, AR 72203-1650
Phone (501) 375-7200
Toll free 800-648-0271

We appreciate the opportunity to serve your insurance needs.

Group Life Accelerated Benefit Rider

This rider is made part of the policy or certificate issued by USABLE Life to which it is attached. It takes effect and expires at the same time as the policy or certificate.

Notice of Possible Tax Consequences

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

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

Definitions

"Insured Person" means an insured employee or an insured dependent. Each will be insured for the benefits of this rider only if he becomes and remains insured for life insurance benefits under the group policy.

"Terminal Illness" means a medical condition:

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

Eligible Classes

1. All employees under age 70 who are insured for a minimum of \$15,000 of life insurance under the group policy.
2. All dependents of the person described in 1 above, if they are insured for a minimum of \$15,000 of life insurance under the group policy and are under age 70.

Date Persons Are Eligible For Insurance Under This Rider

A person will be eligible for such insurance on the later of:

1. the date he is eligible for life insurance under the group policy, or
2. the effective date of the group policy rider.

Non-Confinement Requirement

An employee or his dependent might be confined for medical treatment in an institution or at home on the date the insurance is to take effect under this rider. If so, the insurance will take effect on the day following his final medical discharge from such confinement.

The Accelerated Benefit

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

1. is terminally ill, and
2. elects to receive part of his insurance amount under the group policy, subject to the maximum and minimum benefit requirements stated below.

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

Group Life Accelerated Benefit Rider

1. a written request for payment of the accelerated benefit, and
2. due proof that the insured person is terminally ill.

The accelerated benefit will be paid once and in one lump sum to the insured employee.

Cost of Providing the Accelerated Benefit

There is no cost associated with providing the accelerated benefit.

Amount of Accelerated Benefit

The maximum accelerated benefit will be equal to the lesser of:

1. 50% of the insured person's life insurance amount as shown in the Schedule of Benefits of his certificate; or
2. \$150,000.

An insured employee's life insurance amount may be scheduled for a reduction within 12 months after the date he requests the payment of the accelerated benefit. In this case, the maximum accelerated benefit will be limited to the lesser of:

1. 50% of the life insurance amount which will be in effect after the scheduled reduction; or
2. \$150,000.

The minimum accelerated benefit for the insured employee or the insured dependent will be \$7,500.

Written Request for Payment of the Accelerated Benefit

The insured employee may request payment of an accelerated benefit in writing. If the insured person is not the owner of the certificate, the owner must request payment of the accelerated benefit in writing. If the insured person is a minor or incompetent, his guardian must request payment of the accelerated benefit in writing.

Proof of Terminal Illness

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

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

Group Life Accelerated Benefit Rider

Effect of Payment of an Accelerated Benefit on Group Policy Provisions

The insured person's amount of life insurance under the group policy will be reduced by the amount of an accelerated benefit paid to him. As a result, the following will be based on such reduced life insurance amount:

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

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

Exclusions

We will not pay an accelerated benefit if:

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

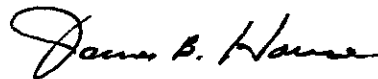
Date This Rider Ends for an Insured Person

With respect to an insured person this rider will end at the earliest of:

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

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 date of issue.



President

Disclosure for Group Life Accelerated Benefit Rider

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

Accelerated Benefit Plan

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

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

On Your Tax Status

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

Cost of Providing the Accelerated Benefit

There is no cost associated with providing the accelerated benefit.

Illustration of Cost Calculation

Assumptions:

- you are insured for \$30,000 of group term life insurance

Calculation:	\$30,000.00	• your life insurance amount
	<u> x .50</u>	• the accelerated benefit %
	\$15,000.00	• the accelerated benefit for which you are eligible

Amount of Accelerated Benefit

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

1. 50% of your life insurance amount as shown in the Schedule of Benefits of your certificate; or
2. \$150,000.

If your life insurance amount is scheduled for a reduction within 12 months after the date you request the payment of the accelerated benefit, the maximum accelerated benefit will be limited to the lesser of:

1. 50% of the life insurance amount which will be in effect after the scheduled reduction; or
2. \$150,000.

The minimum accelerated benefit for the insured member or insured dependent will be \$7,500.

Disclosure for Group Life Accelerated Benefit Rider

Effect of Payment of an Accelerated Benefit Payment

On Group Policy Provisions

Your amount of life insurance under the group policy will be reduced by the amount of an accelerated benefit paid to you. As a result, the following will be based on such reduced life insurance amount:

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

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

Illustration of Death Benefit and Premium Reduction

Assumptions:

- same as Illustration of Cost Calculation
- life rate of \$.50 per \$1,000 (\$15.00 monthly premium)

Reduction:

\$30,000	• your life insurance amount
<u>-15,000</u>	• the accelerated benefit paid to you
\$15,000	• your reduced life insurance amount
<u>x .50</u>	• rate per \$1,000
\$7.50	• your reduced monthly premium

Exclusions

We will not pay an accelerated benefit if:

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

Date Insurance Ends Under the Rider

Your insurance will end at the earliest of:

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

Employee Accidental Death & Dismemberment Insurance Exposure and Disappearance Rider

This rider is made part of the policy or certificate issued by USABLE Life to which it is attached. It takes effect and expires at the same time as the policy or certificate.

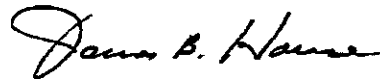
Coverage is provided for the applicable accidental death benefit if, due to an accident for which the policy provides AD&D coverage, a covered loss results from exposure to the elements due to the forced landing, stranding, sinking, or wrecking of a vehicle in which the insured employee was traveling.

Presumption that the insured employee has died will be made if:

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

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

Signed for USABLE Life at Little Rock, Arkansas, as of the date of issue.



President

GADD-E&D (11-99)

USABLE Life • 320 West Capitol • P.O. Box 1650 • Little Rock, AR 72203-1650 • (501) 375-7200 • (800) 648-0271

Employee Accidental Death & Dismemberment Insurance Coma Benefit Rider

This rider is made part of the policy or certificate issued by USABLE Life to which it is attached. It takes effect and expires at the same time as the policy or certificate.

Coma Benefit

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

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

The "Elimination Period" is the 31-day period from the day the insured employee becomes comatose.

We will pay this benefit from the end of the elimination period, based upon the insured employee's full Accidental Death and Dismemberment benefit amount, at the rate of 5% of the full benefit amount per month or 5% of the difference between the full benefit amount and the amount of any benefits paid for loss arising out of the same accident, whichever is less. We will cease payment on the earliest of:

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

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

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

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

Employee Accidental Death & Dismemberment Insurance Coma Benefit Rider

Additional Exclusions

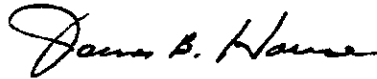
In addition to the Limitations listed in the policy and certificate, the following exclusion is added. Benefits will not be paid for loss covered by or resulting from sickness, disease, bodily infirmity or medical or surgical treatment thereof, or bacterial or viral infection, regardless of how contracted.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

Date This Rider Ends for an Insured Employee

With respect to an insured employee, this rider will end upon the insured's attainment of age 70; however, termination only applies to accidents occurring after the insured's attainment of age 70.

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 date of issue.



President

Employee Accidental Death & Dismemberment Insurance Repatriation Rider

This rider is made part of the policy or certificate issued by USABLE Life to which it is attached. It takes effect and expires at the same time as the policy or certificate.

We will pay a Repatriation benefit if the insured employee dies:

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

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

1. minimum of \$250.00;
2. up to a maximum of 10% of the insured employee's AD&D benefit not to exceed \$5,000.00.

Benefit Limitations

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

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

Payment of Benefits

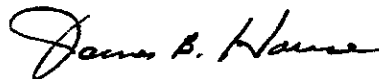
All benefits are payable in U.S. currency at the exchange in force on the date the expense was incurred. Benefits will be paid to the beneficiary when we receive valid proof of the expense incurred.

Date This Rider Ends for an Insured Employee

With respect to an insured employee, this rider will end upon the insured's attainment of age 70; however, termination only applies to accidents occurring after the insured's attainment of age 70.

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 date of issue.



President

GADD-REPT (11-99)

USABLE Life • 320 West Capitol • P.O. Box 1650 • Little Rock, AR 72203-1650 • (501) 375-7200 • (800) 648-0271

Employee Accidental Death & Dismemberment Insurance Speech and/or Hearing Rider

This rider is made part of the policy or certificate issued by USABLE Life to which it is attached. It takes effect and expires at the same time as the policy or certificate.

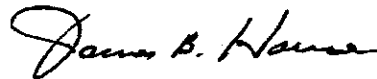
Accidental Dismemberment coverage will include benefits for:

Accidental Loss of Speech and Hearing..... The Full AD&D Benefit
Accidental Loss of Speech or Hearing..... One-Half the AD&D Benefit

"Loss of speech" means a total and irrecoverable loss of audible communication. **"Loss of hearing"** means permanent total deafness in both ears such that it cannot be corrected to any functional degree by any aid or device.

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 date of issue.



President

GADD-S&H (11-99)

USABLE Life • 320 West Capitol • P.O. Box 1650 • Little Rock, AR 72203-1650 • (501) 375-7200 • (800) 648-0271

Employee Accidental Death & Dismemberment Insurance Seat Belt – Air Bag Rider

This rider is made part of the policy or certificate issued by USABLE Life to which it is attached. It takes effect and expires at the same time as the policy or certificate.

Seat Belt Benefit

We will pay an additional accidental death benefit of a minimum of \$1,000.00 up to a maximum of 10% of the insured employee's accidental death benefit not to exceed \$10,000.00. We will pay this benefit if the insured employee suffers loss of life, as the result of a covered accident which occurs while he is driving or riding in a Private Passenger Car, if:

1. The Private Passenger Car is equipped with seat belts; and
2. The seat belt(s) were in actual use and properly fastened* at the time of the covered accident; and
3. The position of the seat belt(s) are certified in the official report of the covered accident; or by the investigating officer. A copy of the police accident report must be submitted with the claim.

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

If the official report reflects that the insured employee 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 insured employee was properly wearing a seat belt, then we will pay a fixed benefit of \$1,000.00 to the designated beneficiary.

No benefit will be paid if the insured employee was the driver of the Private Passenger Car and did not hold a current and valid driver's license.

"Private Passenger Car" means a validly registered four-wheel private passenger car (including Policyholder-owned cars), station wagons, and sports utility cars that are used only as private passenger cars. Private Passenger Car also includes pick-up trucks and vans that are used as private passenger cars.

Air Bag Benefit

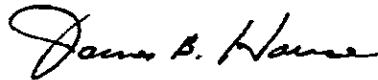
We will pay an additional benefit if a Seat Belt Benefit is payable under this Rider and if the insured employee is positioned in a seat protected by a properly functioning, original, factory-installed Supplemental Restraint System that inflates on impact. The additional amount payable under this Benefit is the lesser of: (1) \$10,000.00; or (2) 10% of the insured employee's accidental death benefit amount.

Employee Accidental Death & Dismemberment Insurance Seat Belt – Air Bag Rider

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

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

Signed for USABLE Life at Little Rock, Arkansas, as of the date of issue.



President