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CERTIFICATE OF INSURANCE
GROUP TERM LIFE AND ACCELERATED DEATH BENEFIT

Policyholder: RETAILERS ASSOCIATION OF MASSACHUSETTS
Policy Number: 50025092
Effective Date: October 1, 2018
Class: 0001 - ALL ACTIVE EMPLOYEES ENROLLED IN THE BLUE CROSS BLUE SHIELD MEDICAL PLAN
State of Issue: MASSACHUSETTS

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

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

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

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

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

For purposes of Effective Dates and ending dates under the Policy, all days begin at 12:00 A.M. and end at 11:59 P.M., local time, at the Policyholder's place of business in the state or jurisdiction where the Policy is issued.

Secretary

President

NON-PARTICIPATING

INSURANCE DEPARTMENT CONTACT INFORMATION

Massachusetts Insurance Department

Massachusetts Division of Insurance
1000 Washington Street, 8th Floor
Boston, MA 02118-2218
Phone (617) 521-7794 (617) 521-7575

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SCHEDULE OF INSURANCE

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

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

Policyholder: RETAILERS ASSOCIATION OF MASSACHUSETTS
Policyholder Address: 18 TREMONT STREET
SUITE 810
BOSTON, MA 02108
Policyholder Telephone Number: (617) 523-1900
Policyholder Email Address: INFO@RETAILERSMA.ORG
Policy Number: 50025092
Policy Effective Date: October 1, 2018
Eligible Class: Class 0001 - ALL ACTIVE EMPLOYEES ENROLLED IN THE BLUE CROSS BLUE SHIELD MEDICAL PLAN
Full-Time Employment Requirements:
Non-Contributory Benefits: 30 hours weekly

Waiting Period:

Employees Active before the Policy Effective Date

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

Employees Active after the Policy Effective Date

If You enter an Eligible Class after the Policy Effective Date, You will be eligible for coverage on the date You enter into an Eligible Class.

Policy Benefits:

Non-Contributory: Group Term Life

Non-Contributory Benefit	Benefit Amount	Benefit Reduction Schedule
Employee Basic Life	\$10,000	Reduces to 65% at age 65 and to 50% at age 70.

If a covered person is eligible for any amount in excess of the guaranteed issue amount shown below, the employee must furnish evidence of insurability, which is subject to Our approval.

Benefit	Guaranteed Issue Amounts
Employee Basic Life	\$10,000

Group Term Life Features

Features	Benefit Feature Amount
ICC17-GRP-CRT (4-17)	4

Accelerated Death Benefits:
For You

75% up to \$250,000

Conversion Option:
For You

Basic Life

DEFINITIONS

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

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

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

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

If You are not working on a day Your coverage would otherwise take effect, You will be considered to be at Active Work on that day if:

1. when that work day begins, it would be reasonable to expect that You would be physically and mentally able to complete a Full-Time week of work in Your occupation; and
2. You are not disabled; and
3. Your contract of employment, if applicable, remains active; and
4. You are not on an unapproved, administrative or disciplinary leave.

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

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

If You did not apply for coverage during the first annual enrollment period following Your eligibility date, You will be required to submit satisfactory evidence of insurability.

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

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

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

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

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

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

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

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

Child does not include persons not born alive.

Child Care Center means a facility which:

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

A Child Care Center does not include:

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

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

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

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

Complications of Pregnancy mean:

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

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

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

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

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

Covered Person means an eligible Employee as defined by Your Employer whose insurance coverage has become and remains effective under all the conditions and provisions of the Policy. Covered Persons do not include contract, temporary, seasonal, or part-time workers.

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

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

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

Eligible Person means a person who:

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

Employee means an Eligible Person who is:

1. directly employed in the normal business of the Employer; and
2. paid for services by the Employer; and
3. Actively at Work for the Employer.

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

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

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

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

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

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

3. Your own serious health condition.

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

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

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

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

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

Hospital means a facility supervised by one or more Physicians and operated under state and local laws. It must have 24-hour nursing service by registered graduate nurses. It may specialize in treating alcoholism, drug addiction, chemical dependency, or mental disease, but it cannot be a rest home, convalescent home, or a home for the aged.

Hospital Confined and Hospital Confinement mean staying in a hospital as a registered inpatient for 24 hours a day.

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

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

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

Irrevocable Beneficiary means a named beneficiary whose rights to the Employee's life insurance proceeds are vested and whose rights cannot be cancelled by the Employee unless the irrevocable beneficiary consents.

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

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

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

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

1. Schizophrenia;
2. Depression;
3. Manic depressive or bipolar illness;
4. Anxiety;
5. Personality disorders;
6. Adjustment disorders; and
7. Other conditions usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar methods of treatment.

Military Leave means a Leave of Absence that:

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

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

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

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

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

Occupation means a group of Jobs or related Jobs:

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

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

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

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

Participation with respect to **Riot** or Act of **Terrorism** means promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in such actions. It does not include actions taken in defense of public or private property, or actions taken in defense of the person of the Covered Person, if such actions of defense are not taken against persons seeking to maintain or restore law and order, including but not limited to police officers and firemen.

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

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

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

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

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

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

Policyholder means the entity to which the Policy is issued.

Pregnancy means childbirth and Complications of Pregnancy.

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

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

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

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

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

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

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

Regular Care means:

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

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

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

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

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

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

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

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

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

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

Treatment means:

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

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

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

Waiting Period is the period of time You must be Actively at Work in an Eligible Class before You are eligible for coverage.

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

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

We, Us, and Our mean USABLE Life.

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

You and Your means an Employee of the Policyholder or an Affiliate who has met all the eligibility requirements for coverage, and is:

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

ELIGIBILITY

EMPLOYEE ELIGIBILITY DATE

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

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

CREDIT FOR PREVIOUS SERVICE

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

ENROLLMENT FOR COVERAGE

ACTIVE WORK REQUIREMENT

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

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

If Your coverage is scheduled to take effect on a non-working day, Your Active Work status will be based on the last working day before the scheduled Effective Date of Your insurance.

INITIAL COVERAGE ENROLLMENT

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

INITIAL COVERAGE EFFECTIVE DATE

Your coverage will be effective on the next day following the date You have satisfied the Waiting Period.

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

LATE ENTRANT COVERAGE ENROLLMENT

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

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

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

LATE ENTRANT COVERAGE EFFECTIVE DATE

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

EVIDENCE OF INSURABILITY

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

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

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

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

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

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

EFFECTIVE DATE

EMPLOYEE EFFECTIVE DATE

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

If You are not required to contribute toward the cost of Your coverage and Evidence of Insurability is not required, Your coverage will become effective on the next day following the date You become eligible for coverage.

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

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

DEFERRED EFFECTIVE DATE

EMPLOYEE DEFERRED EFFECTIVE DATE

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

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

CONTINUITY OF COVERAGE: TAKEOVER PROVISION

EMPLOYEE CONTINUITY OF COVERAGE

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

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

CONTINUITY OF COVERAGE TERMINATION

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

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

CHANGES IN COVERAGE

EMPLOYER POLICY CHANGES

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

SALARY INCREASES

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

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

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

MAKING CHANGES TO YOUR COVERAGE

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

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

A change in status occurs when:

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

CHANGE IN COVERAGE EFFECTIVE DATE

Changes in coverage due to Policy changes made by Your Employer will be effective at 12:01 A.M. on the Policy anniversary date following the date of the change.

Changes in coverage due to a salary change will become effective at 12:01 A.M. on the later of the:

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

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

Changes in coverage are subject to the Active Work provisions.

TERMINATION OF INSURANCE

TERMINATION OF EMPLOYEE INSURANCE:

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

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

CONTINUATION OF COVERAGE

CONTINUATION OF COVERAGE GENERAL PROVISIONS

Any leave from Active Work must be approved in advance and in writing by Your Employer.

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

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

CONTINUATION DURING TOTAL DISABILITY

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

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

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

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

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

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

REINSTATEMENT

REINSTATEMENT FOLLOWING LOSS OF ELIGIBILITY

If Your coverage ends because You are no longer eligible for coverage and You again become eligible or return to an eligible class within 12 month(s) from the date Your coverage ended, Your coverage may be reinstated if reinstatement is requested within 30 day(s) from the date You again become eligible for coverage or returned to an eligible class.

You will not have to meet a new Waiting Period.

All other terms and conditions of the Policy will apply.

EMPLOYEE LIFE INSURANCE

This section applies to Group Term Life coverage.

EMPLOYEE DEATH BENEFIT

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

ACCELERATED DEATH BENEFIT

This provision applies to Your Group Life Benefit.

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

ACCELERATED DEATH BENEFIT

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

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

ACCELERATED DEATH BENEFIT ELIGIBILITY

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

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

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

COST OF PROVIDING ACCELERATED DEATH BENEFIT

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

ACCELERATED DEATH BENEFIT AMOUNT

The maximum Accelerated Death Benefit available is the lesser of:

1. 75% of the Covered Person's life insurance amount; or
2. \$250,000.

If the Covered Person's life insurance amount is scheduled for a reduction within 12 months after the date of the requested payment of this benefit, the maximum accelerated benefit will be based on the reduced amount.

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

ACCELERATED DEATH BENEFIT CONDITIONS AND REQUIREMENTS

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

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

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

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

EFFECT OF ACCELERATED BENEFIT ON OTHER POLICY PROVISIONS

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

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

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

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

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

TAX CONSEQUENCES ASSOCIATED WITH ACCELERATED BENEFIT PAYMENT

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

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

IMPACT OF TERMINAL ILLNESS RECOVERY

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

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

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

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

ACCELERATED BENEFIT LIMITATIONS AND EXCLUSIONS

We will not pay an accelerated benefit if:

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

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

DATE COVERAGE ENDS UNDER THIS PROVISION

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

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

CONVERSION PRIVILEGE

This provision applies to Your Group Life benefits.

CONVERSION FOLLOWING LOSS OF ELIGIBILITY

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

CONVERSION FOLLOWING POLICY TERMINATION OR AMENDMENT

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

CONVERSION AMOUNT AVAILABLE FOLLOWING POLICY TERMINATION OR AMENDMENT

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

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

CONVERSION FOLLOWING THE LOSS OF ELIGIBILITY

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

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

CONVERSION POLICY COST

The premium for Your coverage will be based on the amount of coverage requested, the Covered Person's class of risk and age on the date the conversion takes effect.

A conversion Policy is in lieu of all other benefits under this Policy.

CONVERSION PROCESSING REQUIREMENTS

Written application and the first premium payment for the conversion Policy must be received in Our Home Office within 31 days after the Covered Person's insurance terminates. If You are not given notice of the right to convert by the 16th day of the 31 day conversion period, You will have an additional period in which to apply for conversion. The additional period will end 30 days after You are given notice, but not more than 61 days after the date the insurance under the Policy ended.

Nothing in the Policy will continue coverage for more than 30 days following the date coverage otherwise ends under the Policy. Written notice contained in this Certificate and given to You at any time, or mailed by Your Employer to Your last known address will be considered sufficient written notice to You. It is the responsibility of the Employer to give such notice to You.

CONVERSION APPLICATION

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

CONVERSION POLICY EFFECTIVE DATE

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

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

CONVERSION COVERAGE LIMITATIONS

Conversion is not available for:

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

CONVERSION PERIOD DEATH BENEFIT

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

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

GENERAL INFORMATION

CERTIFICATE OF COVERAGE

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

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

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

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

ENTIRE CONTRACT

The entire contract consists of:

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

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

INFORMATION DISCLOSURE

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

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

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

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

INCONTESTABILITY

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

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

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

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

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

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

MISSTATEMENT OF AGE

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

AGENCY

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

WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE

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

FRAUD

It is unlawful to knowingly provide false, incomplete or misleading facts or information with the intent of defrauding Us. An application for insurance or statement of claim containing any materially false or misleading information may lead to reduction, denial or termination of benefit or coverage under the policy and recovery of any amounts We have paid.

CLAIM INFORMATION

NOTIFYING US OF A CLAIM

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

FILING A CLAIM

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

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

PROOF OF CLAIM

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

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

INFORMATION TO INCLUDE IN YOUR PROOF OF CLAIM

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

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

DECISION ON YOUR CLAIM

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

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

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

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

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

INTEREST ON DEATH BENEFITS UNDER LIFE INSURANCE

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

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

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

AUTHORITY

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

ASSIGNMENT

You may transfer Your rights to name or change the Beneficiary to someone else by assignment. An assignment will affect Us only if it is in writing on a form acceptable to Us, and is received at Our Home Office. The assignment will take effect on the date the assignment is signed by You. The assignment will be subject to any action We may have taken prior to the receipt of the assignment. We are not liable for the validity of any assignment.

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

BENEFIT PAYMENTS

Employee Basic Life benefits will be paid to your named Beneficiary.

BENEFIT PAYMENT OPTIONS

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

BENEFICIARY

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

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

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

BENEFICIARY CHANGES

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

BENEFIT PAYMENT: MINOR BENEFICIARIES

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

BENEFIT PAYMENTS: NO BENEFICIARY DESIGNATED

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

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

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

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

CLAIM OVERPAYMENTS

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

TIME LIMITS ON LEGAL ACTIONS

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

APPEAL PROCEDURE

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

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

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

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

Notification of Appeal Decision

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

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

SUBROGATION AND RIGHT OF REIMBURSEMENT

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

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

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

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

Priority Right of Reimbursement

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

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

The plan may notify those parties of its lien and right to reimbursement without notice to or consent from any covered person.

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

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

Notice and Cooperation

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

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

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

Legal Action and Costs

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

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

Settlement or Other Compromise

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

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

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

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



PO Box 1650 | Little Rock | AR | 72203

DISCLOSURE FOR ACCELERATED DEATH BENEFIT

This disclosure provides a very brief description of the important features of your Accelerated Death Benefit. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and US Able Life. It is, therefore, important that you READ YOUR POLICY CAREFULLY.

Accelerated Benefit Plan

The accelerated benefit is an advance payment of a Covered Person's amount of life insurance payable under the Policy, subject to the maximum benefit amounts stated on the Schedule of Insurance. You may request payment of an accelerated benefit in the event that you are diagnosed with a terminal illness.

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

On Your Tax Status

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

Cost of Providing the Accelerated Benefit

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

Amount of Accelerated Benefit

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

1. 75% of your life insurance amount; or
2. \$250,000.

If your life insurance amount is scheduled for a reduction within 12 months after the date you request the payment of the accelerated benefit, the maximum accelerated benefit will be based on the reduced amount.

Effect of Payment of an Accelerated Benefit Payment on Other Policy Provisions

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

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

Illustration of Death Benefit and Premium Reduction

Assumptions:	<ul style="list-style-type: none"> • you are insured for \$30,000 of group term life insurance • life rate of \$.50 per \$1,000 (\$10.00 monthly premium) 										
Reduction:	<table border="0" style="margin-left: 20px;"> <tr> <td style="padding-right: 10px;">\$30,000</td> <td>• your life insurance amount</td> </tr> <tr> <td style="padding-right: 10px;"><u>-22,500</u></td> <td>• the accelerated benefit paid to you</td> </tr> <tr> <td style="padding-right: 10px;">\$ 7,500</td> <td>• your reduced life insurance amount</td> </tr> <tr> <td style="padding-right: 10px;"><u>x .50</u></td> <td>• rate per \$1,000</td> </tr> <tr> <td style="padding-right: 10px;">\$ 3.75</td> <td>• your reduced monthly premium</td> </tr> </table>	\$30,000	• your life insurance amount	<u>-22,500</u>	• the accelerated benefit paid to you	\$ 7,500	• your reduced life insurance amount	<u>x .50</u>	• rate per \$1,000	\$ 3.75	• your reduced monthly premium
\$30,000	• your life insurance amount										
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\$ 7,500	• your reduced life insurance amount										
<u>x .50</u>	• rate per \$1,000										
\$ 3.75	• your reduced monthly premium										

Exclusions

We will not pay an accelerated benefit if:

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

Date Coverage Ends under this Benefit

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

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