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Group Trust Certificate of Insurance

GROUP POLICYHOLDER: Trustee of the USAble Life Group Insurance Trust

GROUP POLICY NUMBER: 30004796-TGL-2

GROUP POLICY EFFECTIVE DATE: January 1, 1999

Schedule of Benefits

CLASS LIFE AD&D
All Eligible Employees \$30,000 \$30,000

REDUCTIONS AND TERMINATIONS

Life and AD&D amounts reduce by 35% percent at age 65, reduce to 30% of the pre-age 65 amount at age 70, and further reduce to 20% of the pre-age 65 amount at age 75. All benefits terminate at retirement.

We certify that a group insurance policy has been issued to the policyholder. The policy provides benefits for enrolled employees who are eligible and who have authorized payroll deduction, if necessary, of required premium contributions.

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. Additional benefits and provisions may apply based on the requirements of the state where the certificate is issued and the state where you live. 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

It is signed at our Home Office on the effective date shown above.

Assistant Secretary

Mark Langston

President

James B. House

EMPLOYERS' GROUP TRUST INSURANCE CERTIFICATE

Nonparticipating

Renewable

^{*} This certificate replaces any certificate issued before the date shown.

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Definitions

Accident or Injury

Accidental bodily injury which occurs while the insured person is covered under this policy and is independent of all other causes.

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.

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

This term refers to a Participating Employer, unless the context clearly indicates otherwise.

Employee

A 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, or any subsidiary or affiliate covered under this policy.

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.

Gender

The use of the male pronoun also includes the female.

Home Office

The principal office of USAble Life in Little Rock, Arkansas.

Insured Person

You if your insurance has become and remains effective under all the conditions and provisions of this policy.

Participating Employer A person, firm, or institution who meets the participation and eligibility requirements as outlined in the Participation Agreement.

Physician

A person who is acting within the scope of his or her license; and is either:

- 1. licensed to practice medicine and prescribe and administer drugs or to perform surgery; or is
- 2. 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.

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.

Definitions

Plan Your employer's program of group insurance, which is explained in

this certificate. Coverage under the Plan is provided through a policy

issued to the Trust.

Sickness A disease or illness, including pregnancy.

Total Disability You are totally disabled if you are unable, due to sickness or injury, to engage in any employment or occupation for which you are or

become qualified by reason of education, training, or experience, and are under the regular care of a physician. If you are engaged in any

business for pay or profit you are not totally disabled.

Waiting Period The period of time which must pass before you are eligible to enroll in

this insurance program.

We, Our, or Us These terms refer to USAble Life.

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 employer's participation agreement.

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

- 1. the effective date of this policy;
- 2. the employer's effective date:
- 3. the end of the specified waiting period;
- 4. the date this policy or the employer's participation agreement is changed to include the employee's class; or
- 5. 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 day you become eligible, 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 the day you become eligible.
- 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.

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.

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.

Suicide

If you, whether sane or insane, die by suicide within one year of your original effective date of insurance, the death benefit will be limited to the amount of premiums paid for your insurance.

After having been insured for one year, if you, whether sane or insane, die by suicide within one year of the effective date of an increase in coverage, the death benefit will be limited to the amount of insurance in effect prior to the increase in coverage, plus the amount of premiums paid for the increase in coverage.

Extended Insurance Benefit (Waiver of Premium)

We will continue your life insurance in force without premium payment while you remain totally disabled, if:

- 1. total disability begins before age 60; and
- 2. proof of total disability is given, as required.

Definition of Total Disability

As used in this Section, total disability means the insured employee is unable, due to sickness or injury, to engage in any employment or occupation for which he is or becomes qualified by reason of education, training, or experience. An insured employee engaging in any business for pay or profit is not totally disabled.

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.

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" under Claims Provisions.) You must give us proof no later than 12 months after the date you became totally disabled. We may at any time require proof that total disability continues. You must give us proof of continuing disability within 60 days after our request. After you have been totally disabled for more than two years from the date of total disability, we will not request proof more than once a year. We may require that you be examined at our expense by a physician of our choice.

Employee Life Insurance

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 70. You will be entitled to the Conversion Privilege as of that date. You may convert no more than the amount of life insurance that was in force for you on the date you attained age 70.

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.

Conversion Upon Termination or Amendment of Group Policy or Employer Participation in 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 or the employer's participation in this policy.

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

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 booklet and given to you at any time, or mailed by the participating employer to your last known address will be considered sufficient written notice to you. It is the responsibility of the participating employer 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.

Group Life Accelerated Benefit Rider

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 your eligibility for Medicaid or other government benefits or entitlements.

Definitions

"Insured Person" means you. You will be insured for the benefits of this rider only if you become and remain insured for life insurance benefits under the group policy.

"Terminal Illness" means a medical condition:

- 1. which is expected to result in your death within 12 months; and
- 2. from which you are not expected to recover.

Eligible Classes

All employees under age 70 who are insured for a minimum of \$15,000 of life insurance under the group policy.

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

You 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 your 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 you when we receive the following:

- 1. a written request for payment of the accelerated benefit, and
- 2. due proof that you are terminally ill.

The accelerated benefit will be paid once and in one lump sum to you.

Cost of Providing The Accelerated Benefit

The accelerated benefit amount as determined below will be discounted to reflect the cost of providing the benefit. We will calculate the discount on the date we receive the request for payment of the accelerated benefit. The discount will be based on the current yield on a 90 day Treasury Bill.

Amount of Accelerated Benefit

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

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

Group Life Accelerated Benefit Rider

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, less the discount; or
- 2. \$150,000 less the discount.

The minimum accelerated benefit will be \$7,500 less the discount.

Written Request for Payment of the Accelerated Benefit

You may request payment of an accelerated benefit in writing. If you are 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.

Effect Of Payment Of An Accelerated Benefit 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, plus the discount. 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 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.

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 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

This rider will end for you 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 and Dismemberment Benefit

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 benefit shown in the Schedule of Benefits for loss of:

- 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 full benefit 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. participation in a riot or insurrection, or commission of an assault or felony;
- 4. war or any act of war, declared or undeclared;
- 5. 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; or
- 7. your being intoxicated. A concentration of 0.10% or more by weight of alcohol in the blood is conclusive proof that you are intoxicated.

"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 consequence of such disorder.

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

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 you have served on full-time active duty for more than 30 days in any Armed Forces, including the National Guard or Military Reserves;
- 3. the date this policy terminates, or the date a specified benefit terminates;
- 4. the date your employer terminates his agreement as a participating employer;
- 5. the date you cease to be a member of a class eligible for insurance; or
- 6. the date you cease to be actively at work.

(See "Conversion Privilege for Life Insurance.")

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 "Extended Insurance Benefit" under Employee Life Insurance.)

Premiums for continuation of coverage must be paid by or through the employer. Coverage will also terminate on the date determined by 1 through 4 above.

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 fifteen (15) months 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. 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 below. At our option, up to \$2,000 may be paid to any person who incurred funeral or other expenses related to the last illness or death of the insured person.

Beneficiary

Your beneficiary will be the person(s) you name in writing to receive any amount of insurance payable due to your death. The beneficiary's name is on record in our Home Office or in the group administrator's office. If this policy replaces a group policy providing similar coverages, your beneficiary named under the prior policy will be the beneficiary under this policy until changed.

You may name or change a beneficiary by giving us written notice at our Home Office (or by giving the group administrator written notice) 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 any amount due, at our discretion, to one of the following classes of survivors: (1) your spouse; or (2) your surviving children in equal shares; or (3) your mother and/or father; or (4) your surviving brother(s) and sister(s) in equal shares; 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.

Claims Provisions

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:

- 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 within 60 days after denial of your claim, you or your beneficiary must 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 in Little Rock, Arkansas.

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 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 participating employer or his administrator has filed or assisted with the filing of a fraudulent claim with us.