

This is a legal contract between You and Us. It is issued in return for the approved Application and Initial Premium. We agree to pay the benefits described in this policy, subject to its provisions, exclusions and limitations.

#### RENEWAL

This policy is guaranteed renewable to age 80. That means as long as You pay premiums when due, We cannot cancel or change this policy. If We change premium rates, We can only do it after approval or acknowledgement by Your state for all policies in the Insured Person's class. You will be given 31 days' notice by mail prior to any premium change.

#### **RIGHT TO EXAMINE**

You may cancel this policy within 30 days of receiving it by returning this policy to Our administrative office. As soon as this policy is received by Us, it is treated as if it was never issued. Any premium payment will be refunded when We receive this policy.

#### **RIGHT TO CANCEL**

You may cancel this policy at any time after the 30-day Right to Examine period by delivering or mailing a written request to Our administrative office. You may specify the date on which You want cancellation to be effective. However, cancellation will only be effective on the date You specify if We receive Your written request before that date. If We do not receive Your written request prior to the date You specify for cancellation, cancellation will be effective on the date We receive Your written request. Upon cancellation, We will promptly return the unearned portion of any premium paid.

Assurity Life Insurance Company has signed this policy on the Issue Date

President Secretary ACCIDENTAL DEATH AND DISMEMBERMENT POLICY Guaranteed Renewable to age 80. Non-participating Policy Company may change premium rates. THIS IS A LIMITED BENEFIT POLICY - READ IT CAREFULLY. This policy does not pay benefits for sickness. THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. If the Insured Person is eligible for Medicare, review the Guide to Health Insurance for People with Medicare, which is available from Us.

Representative: Address:

Telephone:

I H2011

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## SCHEDULE

FORM NO.	FORM NAME	BENEFIT AMOUNT	INITIAL ANNUAL PREMIUM
I H2011	Accidental Death and Dismemberment		
R 12005	Accident-Only Disability Income Rider		
R I2012	Child Accidental Death and Dismemberment Rider		$\frown$
R 12007	Critical Accident Rider		
	Insured Person: Spouse:		
R 12008	Disability Waiver of Premium Rider		
R 12009	Return of Premium Rider		
R I2013	Spouse Accidental Death and Dismemberment Rider		

Insured Person: Owner: Insured Person's Issue Age: Insured Person's Gender: Policy Number: Issue Date: Initial Premium: Premium Mode: Annual Policy Fee:

#### DEFINITIONS

Accidental Death means death that results directly and independently of all other causes from an Injury suffered while this policy is in force.

Anniversary means the month and day of the Issue Date in succeeding calendar years.

**Application** means the documents signed by the Insured Person and You, if different, in order to obtain this policy, to obtain reinstatement of this policy or to change this policy.

Automobile means a four-wheeled private passenger motor vehicle licensed for use on public highways and is not being used to transport passengers for hire.

Beneficiary(ies) means the person(s) named in this policy's Application, or later changed as described in the Change of Beneficiary section.

**Common Carrier** means an entity that is licensed primarily to transport passengers for hire in any public land, air or water conveyance.

**Covered Accident** means an unforeseen event which (a) directly, independently and exclusively results in an Injury, (b) occurs after the Issue Date, (c) occurs while this policy is in force and (d) is not excluded by name or specific description in this policy.

**Dismemberment** means an Injury sustained in a Covered Accident, directly or independently of all other causes, resulting in the complete severance of a body extremity or the complete Joss of sight or hearing.

- Loss of a hand means that the hand is cut off through or above the wrist joint.
- Loss of a foot means that the foot is cut off through or above the ankle joint.
- Loss of sight of an eye means that at least 80% of vision is permanently lost after reasonable effort has been made to correct the Insured Person's vision using the most advanced medically acceptable procedures and devices available.
- Loss of hearing means the total and irreversible loss of hearing in both ears. Loss of hearing does not include loss
  of hearing that can be corrected by the use of any hearing aid or device.

Due Date means the date renewal premiums are due.

Grace Period means the 31-day period after a Due Date during which premiums can still be paid and are considered to have been paid on the Due Date.

Immediate Family means the Spouse, father, mother, children or siblings of any Insured Person.

**Injury** means bodily harm that is caused solely by, or is the direct result of, a Covered Accident. All Injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

**Insured Person(s)** means the person(s) insured for the benefits of this policy or any attached rider, as listed on the Schedule, rider Schedule/or as later amended.

**Issue Date** means the date the insured Person first becomes insured for the benefits of this policy or attached riders, if any, as listed on the Schedule, rider Schedule or as later amended.

**Physician** means a doctor of medicine or osteopathy who is duly licensed by the state medical board and practicing in the United States. Such Physician cannot be a member of Your or an Insured Person's Immediate Family or business associate and must be providing services within the scope of his or her license/specialty. Physician will also include nurse practitioners and physician assistants. Practitioners other than those named above are not Physicians. For the purposes of this policy or attached riders, if any, chiropractors are not considered Physicians.

Reinstatement Date means the date We have both approved the Application for reinstatement and received any premiums due.

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

**Spouse** means the person to whom the Insured Person is lawfully married and if also an Insured Person, was named on the Application as the Spouse, or who was added at a later date. No more than one Spouse may be insured at any given time.

We, Us and Our means Assurity Life Insurance Company, a stock company.

You and Your means the Owner listed on the Schedule or later changed, as described in the Change of Ownership section.

#### PREMIUMS

**Premium Payments.** The first premium is due on the Issue Date. Premiums will include rider premiums, if any. Premiums paid after the first premium are renewal premiums. We may change the renewal premiums as provided in the Renewal section.

Renewal premiums are due on the Due Date. This policy will lapse (will not be in force) if a renewal premium is not paid by the end of the Grace Period.

**Grace Period.** Premium not paid on or before its Due Date may be paid during the Grace Period. This policy will remain in effect if the premium is paid during the Grace Period. If the Insured Person's Accidental Death occurs during the Grace Period, benefits remain payable after deducting the unpaid premium. If the premium due is not paid by the end of the Grace Period, this policy will lapse (will not be in force) for non-payment of premium.

We will provide written notice that this policy will lapse (will not be in force) for non-payment of premium at least 31 days before such termination would occur. Notice will be to Your last known address and the last known address of any assignee of record. Notice will include the amount of premium necessary to keep this policy in force and the date by which such premium must be received.

**Reinstatement.** If premium is not paid by the end of the Grace/Period, this policy will lapse (will not be in force). If you want this policy to be reinstated (to be in force again), You must apply for reinstatement in writing to Our administrative office within one year of this policy lapsing. Your Application for reinstatement requires Our approval. If Your Application for reinstatement is approved, this policy may be reinstated with payment of any premium/due. This policy will be reinstated on the Reinstatement Date. If We have not acted to approve or decline Your Application for reinstatement within 45 days of receipt of Your Application, the request for reinstatement will be considered approved.

This policy/cannot be reinstated if a surrender is requested under the Right to Examine or Right to Cancel sections.

**Refund of Unearned Premium** If this policy terminates due to death, We will refund the portion of any premiums paid which were applied to periods following the date of the Insured Person's death to the Beneficiary.

**Unpaid Premiums**. When a claim is paid, any premium then due and unpaid may be deducted by Us from the claim payment and applied to the premium due. If the premium due is more than the amount payable for the claim, no benefit is payable.

#### BENEFITS

We will pay the following benefits when the Insured Person incurs any of the losses described below for death or Injury sustained in a Covered Accident, occurring while this policy is in force. Any loss not stated in this section is not covered. Death, Dismemberment or paralysis must be certified or diagnosed by a Physician within 180 days of the Covered Accident and occur while this policy is in force. The maximum amount payable for all losses from the same Covered Accident is equal to the amount paid for the loss with the highest benefit amount.

Accidental Death. We will pay the Benefit Amount on the Schedule to the Beneficiary if the Insured Person suffers an Accidental Death from an Injury sustained in a Covered Accident. This benefit will not be paid if the Accidental Death - Common Carrier benefit is paid.

**Accidental Death - Automobile Seatbelt.** We will pay an additional 10% of the Benefit Amount on the Schedule to the Beneficiary if the Insured Person suffers an Accidental Death from an Injury sustained in a Covered Accident while driving or riding in an Automobile while wearing and properly utilizing a Seatbelt as certified by the police accident report.

Accidental Death - Common Carrier. We will pay two times the Benefit Amount on the Schedule to the Beneficiary if the Insured Person suffers an Accidental Death from an Injury sustained in a Covered Accident while riding as a fare-paying passenger on a Common Carrier.

**Accidental Dismemberment.** We will pay You the Benefit Amount on the Schedule multiplied by the applicable percentage from the table below if the Insured Person suffers a listed Dismemberment.

Both hands or both arms	50%
Both feet or both legs	50%
Sight in both eyes	50%
Hearing in both ears	50%
One hand or one arm and one foot or one leg	50%
Sight in one eye	25%
One hand or one arm	25%
One foot or one leg	25%

Accidental Paralysis. We will pay You the Benefit Amount on the Schedule multiplied by the applicable percentage from the table below if the Insured Person suffers complete paraplegia, quadriplegia or hemiplegia resulting from a Covered Accident lasting at least 90 consecutive days and diagnosed by a Physician to be permanent. The benefit amount paid is based on the number of limbs paralyzed.

Quadriplegia		/ 50%	)	
Paraplegia or Hemiplegia	ſ	25%	•	
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For purposes of this benefit:

- Hemiplegia means a spinal cord injury resulting in paralysis of one vertical side of the body.
- Paraplegia means a spinal cord injury resulting in paralysis of two or three limbs.
- Quadriplegia means a spinal cord injury resulting in paralysis of all four limbs.

This benefit will be paid no more than once per lifetime.

## BENEFICIARY

Unless otherwise stated in this policy, in any payment contract in effect under this policy or in a Beneficiary designation in effect under this policy, the following applies to any and all Beneficiaries:

- Only a surviving Beneficiary has an interest in any benefits payable. Surviving means living at least 120 hours beyond the deceased insured Person.
- A Beneficiary is either a primary Beneficiary or a contingent Beneficiary. A surviving primary Beneficiary's interest in the benefits payable is superior to and exclusive of that of any contingent Beneficiary. Benefits are payable to the contingent Beneficiaries only if no primary Beneficiaries survive the Insured Person.
- We will pay the Benefit Amount to the Beneficiary surviving at the time of the Insured Person's Accidental Death.
   We may require proof of age/gender or of the continued survival of any Beneficiary. We may rely on the affidavit of any responsible person to determine the identity of any Beneficiary not identified by name or whether any Beneficiary not identified by name is living.
- All surviving Beneficiaries in the same class (primary or contingent) will share equally unless specified otherwise.
- After the death of all designated Beneficiaries, We will pay the benefits payable to You or Your successors, transferees or estate.
- To the extent allowed by law, We will protect the payment of benefits and interest to a Beneficiary from creditors' claim and legal process.

**Change of Beneficiary**. You may change the Beneficiary while the Insured Person is alive by completing and signing a form provided by Us for changing the Beneficiary and returning the form to Our administrative office for Our written acknowledgement.

Naming a new Beneficiary voids any prior designation, unless otherwise stated in the new designation.

When We furnish written acknowledgement of the change of Beneficiary, the change becomes effective on the date You signed Our form, unless otherwise specified. We are not liable for payments made or action taken prior to Our written acknowledgement of the Beneficiary change.

### EXCLUSIONS

We will not pay benefits for losses that are caused by or are the result of an Insured Person:

- operating, learning to operate or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing, parakiting, mountain or rock climbing, B.A.S.E. jumping, sky diving or cave diving;
- riding in or driving any motor-driven vehicle in an organized race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- having a sickness, disease or infection, other than infection from an Injury received while this policy is in force;
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces or units auxiliary thereto, including the National Guard or Reserve, except during the active duty training of less than 60 days;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant (except those used as prescribed to the Insured Person by a Physician);
- being intoxicated (as determined by the laws governing the operation of motor vehicles in the jurisdiction where loss occurs) or under the influence of an illegal substance;
- committing or attempting to commit a felony;
- being incarcerated in a penal institution or government detention facility
- participating in a riot, insurrection or rebellion;
- engaging in an illegal occupation;
- intentionally self-inflicting an injury; or
- committing or attempting to commit suicide, while sane or insahe.

# TERMINATION

Coverage will terminate and no benefits will be payable under this policy or any attached riders on the earliest of the following:

- when any premium due for this policy is not paid before the end of the Grace Period;
- the date We receive Your written notice at Our administrative office to terminate this policy, unless the notice specifies a later date;
- upon the Insured Person's death; or
- the policy Anniversary following the Insured Person's 80th birthday.

### **CLAIM PROCEDURES**

**Notice of Claim.** Written notice of claim must be given to Us within 20 calendar days after a loss covered by this policy occurs, or as soon as reasonably possible, subject to the Proof of Loss section. Notice must be given to Us at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. The notice should include the Policy Number as shown on the Schedule and the name of the Insured Person. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested.

**Claim Forms.** When We receive the notice of claim, We will send You or the Beneficiary the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days, it shall be deemed You or the Beneficiary met the proof of loss requirement by giving Us written proof of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss section.

**Proof of Loss.** Written proof of loss satisfactory to Us must be given to Us within 120 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after such loss unless You are legally incapacitated.

**Timely Payment of Claim.** Benefits for any loss covered by this policy will be paid immediately after We receive written proof satisfactory to Us and all other provisions herein are met.

**Time of Loss.** Benefits will be paid only for a loss which occurs while this policy is in force. Termination of coverage will not affect any claim, provided the covered loss occurred prior to termination of this policy and all other provisions are met.

**Payment of Claim.** Benefits paid due to Dismemberment or paralysis that are incurred while the Insured Person is alive will be paid to You. Benefits paid if the Insured Person suffers an Accidental Death will be paid to the Beneficiary. If no Beneficiary is living, benefits will be paid to Your estate. If benefits are payable to Your estate, We may pay up to \$1,000 to any relative of Yours who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

**Overpayment Reimbursement.** We have the right to recoup or recover any overpayment We make, for any reason, in processing a claim. We can only do so no later than three years after the date of the error and will notify You within 15 days after We discover the error. Such notice will clearly state the nature of the error and the amount of the overpayment. We must be reimbursed in full for the amount of the overpayment.

**Claim Review.** If We deny a claim, We will provide written notice of Our reason(s) for the denial and the provision(s) herein that We relied upon within 15 days of Our decision. You or the Beneficiary have the right to ask Us to review the claim on appeal and the right to submit additional information to Us that might change Our decision.

**Appeal.** Prior to filing any lawsuit against Us, You or the Beneficiary must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision. We will provide written notice of Our decision on appeal.

## GENERAL PROVISION\$

**Application Statements.** No statement will void this policy or any attached riders, or be used to deny a claim unless the statement was made in the Application signed by You and the Insured Person(\$), if different, which includes any papers signed or information provided.

In the absence of fraud, statements made in the Application, which includes any papers You and the Insured Person(s), if different, signed or information You and the Insured Person(s), if different, provided, are deemed representations and not warranties. Representations are statements that, to the best of Your and any Insured Person's knowledge and understanding, represent the truth. Warranties are statements that are guaranteed to be true. If We considered the Application statements as warranties, We could cancel this policy for any inaccuracy, even an honest mistake.

**Assignment.** You can transfer, or assign, some or all of this policy's rights, while the Insured Person is alive, to someone else by making a contract with that person. We are not responsible for the validity of any assignment of this policy, nor are We bound by any assignment until We receive a copy of the assignment at Our administrative office.

When We furnish written acknowledgement of the assignment, the assignment becomes effective on the date You signed Our form unless a later date is specified. We are not liable for payments made or action taken prior to Our written acknowledgement of the assignment.

**Change of Ownership.** This policy belongs to You and all policy rights may be exercised by You. If there is no living Owner at the time of Your death, the ownership will transfer to the Insured Person, if different. Policy ownership may be changed while the Insured Person is alive. You may change ownership by completing and signing a form approved by Us for changing ownership and returning the form to Our administrative office for Our written acknowledgement.

Naming a new owner voids any prior designation unless stated otherwise in the new designation.

When We furnish You written acknowledgment of the change of ownership, the change becomes effective on the date You signed Our form. We are not liable for payment made or action taken prior to Our written acknowledgment of the ownership change.

**Conformity with State and Federal Law.** The laws of the federal government and Your state of residence on the Issue Date apply. If this policy conflicts with the laws of the federal government or Your state on the Issue Date, they are considered changed to meet those laws. The change will be to the law's minimum requirement.

**Duty of Cooperation.** You, the Insured Person and any Beneficiary shall reasonably cooperate during any investigation or adjudication of a claim. This cooperation shall include providing information We request and authorizing the release of medical records to Us.

**Entire Contract; Changes.** The entire contract consists of this policy, which includes the Application and any riders, endorsements, amendments or any other papers We have attached. No change in this policy will be effective until approved by one of Our officers, and unless such approval is endorsed and attached to this policy. No sales representative has authority to change this policy or to waive any of its provisions.

**Legal Action.** Legal action to recover benefits under this policy cannot be started for at least 60 days after You or the Beneficiary have given Us written proof of loss. Such an action cannot start more than three years after the date proof of loss is required.

**Misstatement of Age and/or Gender.** If the Insured Person's age and/or gender has been misstated, an adjustment in premiums, coverage or both will be made based on the correct age and/or gender. If, according to the correct age, the coverage provided by this policy would not have become effective or would have ceased, Our only liability during the period in which the Insured Person was not eligible for coverage shall be limited to a refund of premiums.

**Physical Examination and Autopsy.** We have the right to have any Insured Person examined when and as often as is reasonable while a claim is pending and to have an autopsy performed where it is not forbidden by law. If We initiate the request, either or both will be done at Our expense.

**Time of Coverage.** Coverage starts on the Issue Date at 12:01 a.m. in the time zone of Your permanent residence. It ends at 12:01 a.m. in the same time zone on the renewal date, subject to the Grace Period. Each time this policy is renewed, the new term begins when the old term ends.

Time Limit on Certain Defenses. We have the right to contest the validity of this policy and any attached riders based on material misrepresentations made in the initial Application. However, We cannot contest the validity of this policy or any attached riders after it has been in force during any Insured Person's lifetime for two years from the Issue Date, except for fraudulent misstatements in the Application when permitted by applicable law in the state where this policy is delivered or issued for delivery.

We have the right to contest the validity of a change or reinstatement of this policy and any attached riders based on material misrepresentations made in the Application for change or reinstatement. However, We cannot contest a change or reinstatement after this policy has been changed or reinstated and in force during any insured Person's lifetime for two years from the change effective date or Reinstatement Date, except for fraudulent misstatements in the Application for change or reinstatement, when permitted by applicable law in the state where this policy is delivered or issued for delivery.

ACCIDENTAL DEATH AND DISMEMBERMENT POLICY Guaranteed Renewable to age 80. Non-participating Policy Company may change premium rates. THIS IS A LIMITED BENEFIT POLICY - READ IT CAREFULLY. THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. If the Insured Person is eligible for Medicare, review the Guide to Health Insurance for People with Medicare, which is available from Us.