



COMPANION LIFE INSURANCE COMPANY
 7909 PARKLANE ROAD, SUITE 200, COLUMBIA, SC 29223-5666
 PO Box 100102, Columbia, SC 29202-3102
 (803) 735-1251

**SHORT TERM DISABILITY AND
 ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY
 RENEWAL AT OPTION OF COMPANION LIFE
 (NON-PARTICIPATING)**

Policyholder:	ARKANSAS STATE UNIVERSITY JONESBORO	Date of Issue:	January 16, 2007
Policy Number:	901-15-46965-002	Effective Date:	February 1, 2007
State of Delivery:	Arkansas	Policy Anniversary:	February 1

In consideration of the payment of the first premium, and of the statements and agreements in the Group Application and individual applications, if any, of the eligible employees, Companion Life Insurance Company (herein called Companion Life) agrees to insure eligible employees of the Policyholder. ("Eligible employees" are defined in the General Policy Provisions section). Companion Life promises to pay benefits according to the terms of this Policy. A copy of the Group Application is attached and made part of this Policy.

Subject to the Policyholder Provisions and the Incontestability Provisions, this Policy may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by Companion Life, but will not be less than 12 months.

This Policy is delivered in and governed by the laws of the State of Delivery named above. **PLEASE READ YOUR POLICY CAREFULLY.**

In consideration of the payment of the first premium, and of the statements and agreements in the Group Application and individual applications, if any, of the eligible employees, Companion Life Insurance Company (herein called Companion Life) agrees to insure eligible employees of the Policyholder. ("Eligible employees" are defined in the General Policy Provisions section). Companion Life promises to pay benefits according to the terms of this Policy. A copy of the Group Application is attached and made part of this Policy.

Subject to the Policyholder Provisions and the Incontestability Provisions, this Policy may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by Companion Life, but will not be less than 12 months.

This Policy is delivered in and governed by the laws of the State of Delivery named above. **PLEASE READ YOUR POLICY CAREFULLY.**

For purposes of effective dates and ending dates under this Policy, all days begin and end at 12:01 a.m. Standard Time at the Policyholder's address where the Policy is delivered.

COMPANION LIFE INSURANCE COMPANY

Donald H. Dashiell

SCHEDULE OF BENEFITS

Plan 5

This Plan Has a 7 Day "Elimination Period" for Total Disability Due to an Accidental Injury

This Plan Has a 7 Day "Elimination Period" for Total Disability Due to Sickness

The Maximum Benefit Period is 26 Weeks

Each Employee May Select a Level of Benefit listed Below. The Employee's Selection is Included in the Employee's Application for Coverage and in the Employee's Schedule of Benefits Within the Employee's Certificate of Coverage.

<u>BENEFIT LEVEL</u>	<u>BENEFIT</u>	<u>ANNUAL SALARY MUST BE AT LEAST</u>
Benefit Level A	\$150 per Week	\$11,700
Benefit Level B	\$200 per Week	\$15,600
Benefit Level C	\$250 per Week	\$19,500
Benefit Level D	\$300 per Week	\$23,400
Benefit Level E	\$350 per Week	\$27,300
Benefit Level F	\$400 per Week	\$31,200
Benefit Level G	\$450 per Week	\$35,100
Benefit Level H	\$500 per Week	\$39,000
Benefit Level I	\$550 per Week	\$42,900
Benefit Level J	\$600 per Week	\$46,800

Benefits May Not Exceed 66 2/3% of an Insured's Basic Weekly Earnings

SECTION 1

POLICY EFFECTIVE DATE AND TERM

The Effective Date of this Policy is shown on the front of the policy. This Policy will stay in force for as long as the proper premium is paid; however, either the Policyholder or Companion Life may cancel this Policy on any Premium Due Date by telling the other in writing at least 31 days prior to such Premium Due Date.

SECTION 2

ACTIVELY AT WORK PROVISION

"Active, Full-Time Employee" means an employee who performs all of the duties of his or her job with the Policyholder. This job may be at either:

1. the Policyholder's normal place of employment; or
2. at some other place to which the regular business operations of the Policyholder require that person to go.

"Full-time" means an employee must be:

1. scheduled to work for the Policyholder at least 30 hours each week; and
2. on the regular payroll of the Policyholder for that work.

An active and full-time employee as defined above may also include members of an association or employees of member firms of an association to which the Policy is issued.

"Active work" is work performed as an active, full-time employee. "Actively at work" means being engaged at active work.

SECTION 3

DEFINITIONS

"Basic Weekly Earnings" means the Insured's rate of earnings from the Policyholder in effect immediately prior to the date a claim begins. It does not include bonuses, overtime pay and other extra compensation other than commissions. Commissions will be averaged over the 12 month period prior to the date a claim begins.

"Total Disability" or "Totally Disabled" means any disability that:

1. Begins while this Policy is in force as to the Insured.
2. Results from Injury or sickness.
3. Prevents the Insured from engaging in your own occupation for wages or profit.
4. Requires the Insured to be under the regular care and attendance of a licensed physician, unless it is determined by Companion that continued care is of no benefit to the insured.

"Group Application" means the application for this Policy signed by the Policyholder.

"Schedule of Benefits" means the description of benefits set forth in the Group Application and included on Page 3 of this policy.

"Insured" means an eligible employee who has submitted an application for coverage and whose application for coverage has been accepted by Companion.

"The date the Insured retires" or "retirement" means the effective date of the Insured's:

1. retirement pension benefits under any plan of a federal, state, county or municipal retirement systems, if such pension benefits include any credit for employment with the Policyholder;
2. retirement pension benefits under any plan which the Policyholder sponsors, or makes or has made contributions;
3. retirement benefits under the United States Social Security Act of 1935, as amended, or under any similar plan or act.

"Physician" means a medical doctor or surgeon licensed to render services in accordance with the laws of the state where such services are rendered. The term "physician" will also include a licensed medical practitioner whose services are required by law to be recognized on the same basis as if they had been performed by a licensed medical doctor. Such practitioner must be acting within the scope of his or her license. Physician does not include the Insured or a member of the Insured's immediate family (spouse, daughter, son, father, mother, sister, or brother).

"Partial Disability" means the Insured:

1. is able to do some but not all of the duties of his or her occupation; and
2. is under the regular care and attendance of a licensed physician.

SECTION 4

SHORT TERM DISABILITY BENEFIT

PART 1

WHAT CERTAIN TERMS MEAN FOR SHORT TERM DISABILITY BENEFITS

"Elimination Period" means the number of consecutive days an Insured must be Totally Disabled before benefits become payable under this Policy. The Elimination Period is shown in the Group Application and Schedule of Benefits for the Plan or Plans selected. The Elimination Period may be different for disabilities due to "Sickness" than for "Injury."

"Injury" means bodily injury caused by an accident when:

1. the accident occurs while this Policy is in force as to the Insured; and
2. the accident and Injury are not caused or contributed to by illness or disease; and
3. the Injury results directly and independently of all other causes in Total Disability which commences within 60 days of the accident. If the Injury results in Total Disability which commences more than 60 days following the date of the accident, Total Disability shall be deemed to be the result of Sickness.

"Pre-existing Condition" means a condition:

1. resulting from an Injury that occurred or a sickness that began before the Insured's effective date of coverage under this Policy; and
2. for which medical treatment or advice was received or recommended no more than 12 months before the effective date of the Insured's coverage under this Policy; and
3. that causes Total Disability while the Insured is insured under this Policy.

"Sickness" means illness or disease which causes Total Disability that begins while the Insured is insured under this Policy. Pregnancy will be covered as any other sickness for purposes of providing benefits under this policy, subject to all policy provisions.

PART 2

TOTAL DISABILITY - INJURY

Companion Life will pay the Weekly Total Disability Benefit shown in the Schedule of Benefits, when an Injury causes the Insured to be Totally Disabled beyond the Elimination Period. The benefit payable shall be the lesser of the selected Maximum Weekly Benefit or 66 2/3% of the Insured's Basic Weekly Earnings.

SHORT TERM DISABILITY BENEFIT

PART 3

TOTAL DISABILITY BENEFIT - SICKNESS

Companion Life will pay the Weekly Total Disability Benefit shown in the Schedule of Benefits, when a Sickness causes the Insured to be Totally Disabled beyond the Elimination Period. The benefit payable shall be the lesser of the selected Maximum Weekly Benefit or 66 2/3% of the Insured's Basic Weekly Earnings.

PARTIAL DISABILITY BENEFIT

If the Insured returns to work on a part-time basis after a period of Total Disability, Companion Life will pay the Insured a Partial Disability Benefit. The Insured:

1. must have received a Total Disability Benefit as provided by the Policy; and
2. must be Partially Disabled as a result of the same Sickness or Injury that caused Total Disability.

PARTIAL DISABILITY BENEFIT CALCULATION

To figure the amount of Partial Disability Benefit:

1. Determine the Total Disability Benefit as shown in the Schedule of Benefits;
2. Multiply the Insured's part-time weekly earnings by 50%;
3. Subtract the amount determined in Step 2 above from the amount determined in Step 1.

The amount determined in Step 3 is the Partial Disability Benefit.

However, for a Partial Disability Benefit to be payable, the Insured's part-time weekly earnings may not exceed the Total Disability Benefit as shown in the Schedule of Benefits.

PART 4

MAXIMUM BENEFIT PERIOD

The Maximum Benefit Period is shown in the Group Application and the Schedule of Benefits. Total and Partial disability will be considered one period of Total Disability.

PART 5

MAXIMUM WEEKLY BENEFIT

The Maximum Weekly Benefit is the amount selected by the Insured in the Insured's application for insurance.

PART 6

RECURRENT DISABILITY

While this Policy is in force as to the Insured, successive periods of Total Disability:

1. resulting from the same or related Injury or Sickness; and
2. for which benefits had been paid under this Policy;

will be considered as one period of Total Disability under this Policy unless such periods of Total Disability are separated by at least 14 consecutive days, during which the Insured has returned to active, full time work.

SHORT TERM DISABILITY BENEFIT

PART 7

LIMITATIONS

This Policy will not pay benefits for any disability which:

1. is not being continuously treated by a physician, unless it is determined by Companion that continued care is of no benefit to the insured;
2. is the result of Injury or Sickness that, in either case, arises out of work for wage or profit;
3. is the result of an intentionally self-inflicted injury or a suicide attempt;
4. is the result of declared or undeclared war, or any act of war, or armed aggression, or which results from service in the armed forces of any country or international authority;
5. is the result of participation in a riot or insurrection, or commission of, or attempt to commit an assault or felony, or while engaged in an illegal occupation;

Any Weekly Total Disability Benefit payable to an Insured under the Policy will be reduced by the amount of any retirement benefits payable to the Insured if such retirement benefits are due to any credit for employment with the Policyholder.

SHORT TERM DISABILITY BENEFIT

PART 8

TERMINATION OF TOTAL DISABILITY BENEFIT

Companion Life will stop paying a Weekly Total Disability Benefit on the earlier of the following:

1. the date the Insured ceases to be Totally Disabled as defined in these provisions; or
2. the date the maximum Benefit Period has been reached.

PART 9

TOTAL DISABILITY BENEFIT - PRE-EXISTING CONDITION LIMITATION

Companion Life will pay the benefits in the Schedule of Benefits for Pre-existing Conditions provided that Total Disability resulting from a Pre-existing Condition commences 12 months or more after the Insured's effective date of coverage under this Policy.

PART 10

WAIVER OF PRE-EXISTING CONDITION LIMITATION

The "Pre-existing Condition Limitation" will not apply if the Insured:

1. is actively at work on the effective date of this plan;
2. was insured under the prior carrier's short term disability policy on its termination date; and
3. the insured was responsible for paying the entire premium for his/her coverage under the prior carrier's plan.
4. This Plan replaced the employer's prior short term disability policy which terminated within 31 days of the effective date of this Plan.

SECTION 5

ACCIDENTAL DEATH AND DISMEMBERMENT

PART 1

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If an Insured suffers any of the following losses, Companion Life will pay the indicated percentage of the Principal Sum, provided such loss:

1. results from Injury and independently of all other causes, which Injury is caused by an accident that occurs while this benefit is in force as to the Insured; and
2. occurs within 90 days of that accident. The Principal Sum is shown in the Schedule of Benefits.

Loss of Life	100%
Loss of Both Hands or Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and the Entire Sight of One Eye	100%
Loss of One Foot and the Entire Sight of One Eye	100%
Loss of One Hand or One Foot	50%
Loss of Entire Sight of One Eye	50%

"Loss" as above used means:

1. with reference to hand or foot, complete loss of the use of the hand, or foot; and
2. with reference to eye, irrecoverable loss of the entire sight thereof.

If the Insured suffers more than one of the above losses as a result of the same accident, the benefit provided under this provision will be paid only for the greatest loss.

PART 2

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT EXCLUSIONS

This Accidental Death and Dismemberment Benefit does not provide benefits for any loss caused by or resulting from:

1. Declared or undeclared war or any act of war;
2. Service in the armed forces of any country or international authority;

ACCIDENTAL DEATH AND DISMEMBERMENT

3. Suicide or intentionally self-inflicted injury whether the insured was sane or insane (in Missouri while sane) at the time of the suicide or injury;
4. Flying in an aircraft owned, operated, leased or chartered by the Policyholder;
5. Participation in, or in consequence of having participated in, the commission of any felony;
6. Sickness or disease, ptomaine or bacterial infection (except infections occurring through an accidental cut or wound);
7. Intentionally taking a narcotic, drug, barbiturate, hallucinogenic drug, alcohol or any combination of these when not part of a professional medical treatment plan.

*00In

PART 3

PAYMENT OF BENEFITS

Upon receipt of due proof of loss, the Accidental Death and Dismemberment benefit will be paid to the Insured, if living; otherwise, to the beneficiary as described in Section 7.

All Claim Provisions and Beneficiary and Settlement Provisions apply to this coverage.

SECTION 6

WAIVER OF PREMIUM

Companion Life Insurance Company shall waive premiums which become due for an Insured beginning when the following conditions are met:

1. The Insured is "Totally Disabled" and receiving Weekly Total Disability Benefits under the group insurance policy, and
2. The Insured is not receiving compensation from the employer from which premiums can be deducted.

Premium payments as to an Insured must begin again on the next premium due date when either of the above conditions are no longer met.

The Waiver of Premium Benefit will not extend benefits beyond the date they would otherwise terminate.

The Waiver of Premium Benefit will not continue the group policy or certificate in force beyond the date either would otherwise terminate.

SECTION 7

BENEFICIARY AND SETTLEMENT OPTIONS

PART 1

BENEFICIARY DESIGNATION

The beneficiary or beneficiaries of an Insured shall be that person or persons indicated on the Insured's individual application for insurance. This application will be filed with the Policyholder.

PART 2

CHANGE OF BENEFICIARY

Unless the Insured has made an irrevocable assignment of benefits, the beneficiary may be changed by sending a written request to the Home Office of Companion Life. When such request is received by Companion Life, the change of beneficiary shall take effect as of the date of execution of the written request, but without prejudice to Companion Life on account of any payment previously made by Companion Life.

PART 3

CONSENT OF BENEFICIARY

If the Insured does initially name the spouse as beneficiary, Companion Life will require written consent of the spouse to name or change the beneficiary in community property states.

PART 4

PREFERENTIAL BENEFICIARY

If the Insured has died and no beneficiary is living or named, Companion Life may, at its option, pay the benefits to the Insured's estate or to the following surviving relatives of the Insured:

- The Insured's:
1. Spouse;
 2. Child or children;
 3. Parent(s);
 4. Brothers and sisters; or
 5. Executors or administrators.

Companion Life will not be liable to the extent of any payment so made, unless it receives written notice of a valid claim by some other person before payment is made.

BENEFICIARY AND SETTLEMENT OPTIONS

PART 5

MINOR BENEFICIARY

If the beneficiary is a minor or, in the opinion of Companion Life, is not able to give valid release for any payment due, Companion Life may, at its option and until claim is made by the duly appointed guardian, pay the benefit to the person or entity who appears to have assumed the care and support of the beneficiary. Benefits in this event will be made in monthly payments of not more than \$50 each.

Companion Life will not be liable to the extent of any payment so made in good faith.

PART 6

MORE THAN ONE BENEFICIARY

If the Insured has named more than one beneficiary, the Accidental Death and Dismemberment Benefit shall be paid to the beneficiaries who survive the Insured, in equal shares, unless the Insured has specified a different proportion.

PART 7

NO BENEFICIARY

If the beneficiary predeceases the Insured or if the Insured does not designate a beneficiary, then the applicable amount of insurance will be paid to the estate of the Insured.

PART 8

SETTLEMENT OPTIONS

An Insured may elect or change a settlement option by filing a written request with Companion Life. The settlement options available will be those offered by Companion Life when the option is chosen. If an Insured does not request a settlement option, the beneficiary may do so after the Insured's death.

SECTION 8

ASSIGNMENT

1. The Insured may make an irrevocable assignment of interest under this Policy. The assignment:
 - A. must be made in writing on a form approved by Companion Life;
 - B. must be an absolute assignment that transfers all rights except those of an irrevocably named beneficiary; and
 - C. Must not be a collateral assignment.
2. Assignment of interest conveys all rights of ownership. These include the right to change the beneficiary, receive payment of claims and assign the insurance.
3. Companion Life is not responsible for the validity or results of the assignment.

SECTION 9

WHEN INDIVIDUAL INSURANCE BEGINS

To become insured, eligible employees must be Actively at Work Full-time and make written application to Companion Life. Coverage will begin on the Premium Due Date, shown in the Group Application for benefits, following the date Companion Life approves the application. Companion Life may require evidence of insurability before approving the application.

If an eligible employee is not at Active Full-time work due to an injury or sickness on the date insurance is due to begin, it will not begin until the eligible employee returns to Active Full-time work.

SECTION 10

WHEN INDIVIDUAL INSURANCE ENDS

The insurance will end on the earliest of the following:

With respect to an Insured:

1. When this Policy is cancelled;
2. When the insurance is cancelled for the class of insureds to which the Insured belongs;
3. The beginning of the period for which premium is not paid as to the Insured;
4. The date the Insured is no longer Actively Working on a Full-time basis in any class or classes insured under this Policy.

SECTION 11

PREMIUM PROVISIONS

PREMIUM PAYMENT: Premiums are payable at the Home Office of Companion Life on or before each premium due date.

PREMIUM DUE DATE: The first premium will be due on the Policy effective date and on the same day of each subsequent month unless the Policyholder and Companion Life agree on some other method of premium payment.

CHANGES IN PREMIUM RATES: The monthly premium rates may be changed by Companion Life from time to time if it gives the Policyholder at least 31 days advance written notice. No such change will be made until 12 months after the Policy Effective Date except when the Policyholder requests it.

INCORRECT PREMIUM PAYMENT: Premiums paid in error for a person who is not eligible to be insured will be refunded without interest when requested by the Policyholder. These premiums will not be refunded for any period before the last Policy anniversary date.

GRACE PERIOD: If, before any premium due date except the first, the Policyholder has not given written notice to Companion Life that this Policy is to be terminated, a grace period of 31 days will be given in which to pay the premium then due. This Policy will stay in effect during that time. If any premium is not paid by the end of the grace period, this policy will automatically terminate at the end of the grace period; except that if the Policyholder has given written notice in advance of an earlier date of termination, this Policy will terminate as of the earlier date.

POLICY REINSTATEMENT: In the event that this Policy is terminated because premiums were not paid within the grace period, Companion Life may reinstate this Policy at its sole option, and may charge an additional reinstatement fee if it wishes to do so. If Companion Life does not elect to reinstate this policy, it is not required to do so.

SECTION 12

CLAIM PROVISIONS

NOTICE OF CLAIM: Written notice of claim must be given within 30 days after a covered loss begins, or as soon as reasonably possible. The notice may be given to Companion Life at 7909 Parklane Road, Suite 200, Columbia, South Carolina 29223-5666. Notice should include information which identifies the Insured and this Policy.

CLAIM FORMS: When Companion Life receives notice of claim, forms for filing proof of loss will be sent to the claimant. If these forms are not sent within 15 days, the claimant will meet the proof of loss requirements if, within 90 days after the loss began, he or she gives Companion Life written proof of the nature and extent of the loss.

PROOFS OF LOSS: Written proof of loss must be given to Companion Life within 90 days after the loss begins. Companion Life will not deny nor reduce any claim if it was not reasonably possible to give Companion Life such proof in the time required. In any event, proof must be given to Companion within 1 year after it is due, unless the claimant is legally incapable of doing so. Companion Life has the right to require proof of the continuance of total disability at any time during the first two years after receipt of initial proof of total disability; and thereafter, once a year. If the Insured fails to submit proof of continuing Total Disability when required; or fails to be examined medically when required, no further benefit will be provided for that Total Disability.

PAYMENT OF CLAIMS: Claims for Total Disability will be paid to the Insured. Other benefits provided by this Policy will be paid to the beneficiary determined in accordance with Section 7 of this Policy, entitled BENEFICIARY AND SETTLEMENT OPTIONS.

TIME OF CLAIM PAYMENT: Total Disability Claims will be paid weekly as of the dates required. Claims for other benefits will be paid not more than 30 days after receipt by Companion Life of written proof of loss.

PHYSICAL EXAMINATIONS AND AUTOPSY: Companion Life, at its own expense, will have the right and opportunity to have the Insured examined as often as reasonably necessary while a claim is pending. Companion Life at, its own expense, may have an autopsy made unless prohibited by law.

LEGAL ACTIONS: No legal action may be brought to recover on this Policy before 60 days after written proof of loss has been furnished, as required by this Policy. No such action may be brought after 3 years from the time written proof of loss is required to be furnished.

SECTION 13

GENERAL POLICY PROVISIONS

ENTIRE CONTRACT: This Policy, with the Policyholder's Application, the individual applications, if any, and Amendments, if any, is the entire contract between the Policyholder and Companion Life. In the absence of fraud, all statements made by the Policyholder or the persons insured will be deemed representations and not warranties. No change in this Policy will be valid until approved by a Companion Life officer. This approval must be endorsed on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

INCONTESTABILITY: The validity of this Policy may not be contested, except for nonpayment of premium, after it has been in force for two years from its Effective Date. Unless fraudulent, no statement made by an Insured may be used to reduce or deny a claim or to contest the validity of the insurance unless all of the following are true:

1. The insurance has been in effect for a period of two years or less.
2. The statement is in a written instrument signed by the Insured.
3. A copy of the written instrument has been given to the Insured or the Insured's beneficiary.

NON PARTICIPATION: This Policy will not share in any earnings of Companion Life.

MISSTATEMENT OF AGE: If an Insured's age has been misstated, benefits payable for such Insured will be what the premium paid would have purchased at the correct age. This benefit will be subject to the applicable Policy maximums.

EMPLOYEE ELIGIBILITY: Active Full-time Employees of the Policyholder (Employer) who:

1. are in a class of employees determined by conditions of employment, which is agreed upon as eligible by the Policyholder and Companion Life; and
2. have been continuously employed during the minimum service period, selected by the Policyholder (minimum 30 day period), immediately preceding their individual effective dates of insurance.

Full-time means regularly working a minimum of 30 hours per week at the Policyholder's usual and customary place of business for each employee. The employee must be on the regular payroll of the Policyholder.

DUAL COVERAGE PRECLUDED:

No person may be insured under this Policy as an employee of more than one employer.

GENERAL POLICY PROVISIONS

EXAMINATION OF POLICYHOLDER'S RECORDS: Companion Life will be allowed to examine the records of the Policyholder relating to this Policy. This may be done at any reasonable time up to 2 years after the cancellation of this Policy, or until settlement of all claims, whichever is later.

CERTIFICATES: Companion Life will issue a Certificate of Insurance for each Insured. It will describe:

1. The benefits to which an Insured is entitled under this Policy;
2. To whom such benefits are payable; and
3. The limitations and requirements of this Policy.

ERISA: If this Policy is an integral part of an employee welfare benefit plan subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended (ERISA), Companion Life is a claim fiduciary. As claim fiduciary, Companion Life shall have the discretionary authority to determine eligibility for benefits and to construe the terms of that part of the ERISA plan represented by this Contract. Any judicial review of a decision of Companion Life shall be conducted under the arbitrary and capricious standard of review with deference given to the claim fiduciary's decision.

SPENDTHRIFT CLAUSE: To the extent allowed by law, no benefit of the Policy is subject to the claim or legal process of a creditor of an Insured or a beneficiary.

RECORDS AND ESSENTIAL DATA: The Policyholder will keep a record of all Insureds. This record will contain all of the data that is specified by Companion Life.

POLICY TERMINATION: The Policyholder may terminate this Policy by giving Companion Life at least 31 days prior written notice.

Companion Life may terminate this Policy as of any premium due date by giving at least 31 days advance written notice to the Policyholder if any of the following occurs:

1. if fewer than 5 eligible employees are insured under this Policy;
2. if fewer than the minimum required by law are insured under this Policy.

Companion Life may terminate this Policy at any time after it has been in effect for 12 months by giving advance written notice to the Policyholder.

Termination will take effect on the later of the date stated in the notice or 31 days from the date of mailing such notice.

The Policy will terminate at the end of the grace period if premiums have not been paid by that date.

GENERAL POLICY PROVISIONS

ALLOCATION OF AUTHORITY: Except for those functions which the Policy specifically reserves to the Policyholder, Companion Life has full and exclusive authority to control and manage this Policy, to administer claims and to interpret this Policy and resolve all questions arising in the administration, interpretation and application of this Policy.

Companion Life's authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the group policy and any claim under it; and
3. The right to determine:
 - A. eligibility for insurance;
 - B. entitlement to benefits;
 - C. the amount of benefits payable; and
 - D. the sufficiency and the amount of information Companion Life may reasonably require to determine A, B, or C above.

Subject to the review procedures of the group policy, any decision Companion Life makes in the exercise of this authority is conclusive and binding.

CONFORMITY WITH STATE STATUTES: Any provision of this Policy which, on its Effective Date, is in conflict with the laws of the state in which this Policy is delivered, is amended to conform to the minimum requirements of such laws.

CLERICAL ERROR: Unintentional error shall not continue insurance in force beyond the date insurance would otherwise terminate and shall not prematurely terminate insurance otherwise in force. This provision does not apply to the policyholder's non-payment of premium.

**LIMITATIONS AND EXCLUSIONS UNDER THE
ARKANSAS LIFE AND DISABILITY INSURANCE GUARANTY ASSOCIATION ACT**

Issued by:

**COMPANION LIFE INSURANCE COMPANY
7909 PARKLANE ROAD, SUITE 200
COLUMBIA, SOUTH CAROLINA 29223-5666
P.O. BOX 100102, COLUMBIA SC 29202-3102
(803) 735-1251**

**LIMITATIONS AND EXCLUSIONS UNDER THE
ARKANSAS LIFE AND DISABILITY INSURANCE
GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or disability insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Disability Insurance Guaranty Association. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

DISCLAIMER

The Arkansas Life and Disability Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in the state. You should not rely on coverage by the Arkansas Life and Disability Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to give or send you this notice. However, Insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Disability Insurance Guaranty Association
1123 S. University Avenue
Suite 300 University
Little Rock, Arkansas 72204

Arkansas Insurance Department
400 University Tower Building
12th & University
Little Rock, Arkansas 72204

The state law that provides for this safety-net coverage is called the Arkansas Life and Disability Insurance Guaranty Association Act. Following is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Life and Disability Insurance Guaranty Association if they live in this state and hold a life or disability insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are **NOT** protected by this Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose Guaranty Association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, or similar plan in which the policy-holder is subject to future assessments, or by an insurance exchange.

The association also does **NOT** provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group-contract holder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contractholders, not individuals).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Association is obligated to pay out. The Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$100,000 in health insurance benefits, \$100,000 in present value of annuities, or \$100,000 in life insurance death benefits or cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder.