

**Group Voluntary
Accidental Death and
Dismemberment Insurance**

Designed for Employees of

**University of Arkansas and its
Domestic Wholly Owned Subsidiaries**

by





HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

Simsbury, Connecticut
(A stock insurance company)

Having issued Group Policy No. 83096651

to

University of Arkansas and its Domestic Wholly Owned Subsidiaries

(herein called the Holder)

CERTIFICATE OF INSURANCE

Hartford Life and Accident Insurance Company hereby certifies that You are insured under the Policy provided that You qualify under the Eligibility and Enrollment provision, become insured and remain insured in accordance with the terms of the Policy. Your insurance is subject to all of the definitions, limitations, and conditions of the Policy.

This certificate is not the entire contract of insurance. It is a part of the Policy and is evidence of Your insurance. It takes effect at 12:01 A.M. Standard Time on the date determined by the Effective Dates provision of the Policy. The Policy can be amended by mutual consent between the Holder and Us.

The Policy is in the Holder's possession and may be inspected by You at any time during normal business hours at the Holder's office.

This certificate replaces any other certificate previously issued to You under the Policy. This certificate is not valid unless the Schedule of Benefits is attached.

EXAMINING YOUR CERTIFICATE

It is important that You understand the coverage described in this certificate. You should read it carefully. If You have any questions, You should contact the Holder. You may also write to Us and We will attempt to assist You.

TLC 1AA

Signed for the Hartford Life and Accident Insurance Company

Richard M. Costello, Secretary

Thomas M. Marra, President

Group Accidental Death and Dismemberment Certificate
It Does Not Pay Benefits for Loss from sickness
Renewable with the Consent of the Company

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SCHEDULE OF BENEFITS

Effective as of: January 1, 2005

Holder: University of Arkansas and its Domestic Wholly Owned Subsidiaries
Policy Number: SR-83096651
Policy Effective Date: January 1, 2005
Eligible Class: All individuals in the following class are eligible for insurance:
1 All active, full-time employees of the Holder working in the United States of America.

Full-time means Actively Working an average of at least 30 hours per week for the Holder. All part-time, temporary, seasonal or retired employees of the Holder are not eligible.

YOUR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Amount of Principal Sum: Minimum of \$25,000 to a maximum of \$300,000 in multiples of \$25,000. Principal Sums in excess of \$150,000 may not exceed 10 times Your Basic Annual Salary.

Basic Annual Salary means the base salary paid to You each year by the Holder. It does not include commissions, bonuses, overtime pay or any other compensation.

Benefit Reduction Due to Age: The Benefit for Your Spouse reduces to 65% at age 70; to 45% at age 75; to 30% at age 80; and to 15% at age 85.

Premium for Insured's age 70 or older will be based on the Principal Sum prior to the reductions above.

YOUR DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Employee and Family Insurance

Eligible Dependents	Amount of Dependent Principal Sum
Your lawful spouse.....	60% of Your original Principal Sum
Your unmarried Dependent Child who age 14 days through 19 years and who is dependent upon You for support and maintenance.....	20% of Your original Principal Sum

Child coverage may be extended for Your unmarried Dependent Child from age 19 up to age 22 if Your Child is:

- 1) attending an accredited school full-time; and
- 2) financially dependent upon You for support.

Benefit Reduction Due to Age: The Benefit for Your Spouse reduces to 65% at age 70; to 45% at age 75; to 30% at age 80; and to 15% at age 85.

Premium for Covered Person's age 70 or older will be based on the Principal Sum prior to the reductions above.

ADDITIONAL BENEFITS

The following additional benefits are included:

- Day Care Benefit
- Education Benefit
- Paralysis Benefit
- Seatbelt and Air Bag Benefit
- Worldwide Travel Assistance Benefit

IMPORTANT: THIS IS A PART OF YOUR CERTIFICATE OF INSURANCE. IT IS EVIDENCE OF YOUR COVERAGE AND SHOULD BE ATTACHED TO YOUR CERTIFICATE OF INSURANCE. THIS SCHEDULE OF BENEFITS REPLACES AND CANCELS ALL OTHER SCHEDULE OF BENEFITS, IF ANY, ISSUED TO YOU UNDER THE POLICY.

AGCS

EMPLOYEE INSURANCE

ELIGIBILITY AND ENROLLMENT

Who are Eligible Persons?

All persons in an Eligible Class shown in the Schedule are considered Eligible Persons.
ADC-2AA

When are You enrolled for coverage?

When You become an Eligible Person, You may elect to enroll for coverage under the Voluntary plan of insurance on the first of the following dates:

- 1) the Policy Effective Date, if You are an Eligible Person on or before such date; or
- 2) the first day of the month following the date You become an Eligible Person if such date falls after the Policy Effective Date.

If You choose not to enroll for the Voluntary plan of insurance during Your initial enrollment period, and later wish to apply, please contact the Holder for the necessary forms and instructions.
ADC-3AA

EFFECTIVE DATES

When does Your insurance take effect?

(Applicable to Eligible Persons on or before the Policy Effective Date)

Your insurance under the Voluntary plan of insurance will take effect on the date stated in the Schedule (Policy Effective Date).

No coverage will go into effect until You have satisfied the Waiting Period, if any.
ADC-6AA

When does Your insurance take effect?

(Applicable to Eligible Persons after the Policy Effective Date)

If You enroll for coverage under the Voluntary plan of insurance after first becoming eligible, Your insurance will take effect on the first day of the month following the date You enroll, provided the required premium has been paid.

No coverage will go into effect until You have satisfied the Waiting Period, if any.
ADC-6AA

When will insurance become effective if an Injury or sickness causes You to be absent from work on Your Effective Date?

If, because of Injury or sickness, You are not Actively at Work on the date the insurance would otherwise become effective, it will take effect on the first day of the month after You return to Active Work for a period of 1 day.
ADC-7AA

CHANGES IN THE AMOUNTS OF PRINCIPAL SUM

When can a change in Your Principal Sum occur?

Changes in Your Principal Sum can occur if:

- 1) there is a change in Your class or plan under the Policy, or there is a change in Your salary;
- 2) You request a change in Your Principal Sum; or
- 3) there is a change in Your age, if You have attained one of the benefit reduction ages as stated in the Schedule.

When is Your new Principal Sum effective?

For a change in:

- 1) Your class or plan under the Policy, Your salary, or You request a change in Your Principal Sum, Your new Principal Sum will be effective on:
 - a) the first day of the month following the date the change occurs; or
 - b) the first day of the month following the date You request a change in Your Principal Sum; or
- 2) Your age, Your new Principal Sum will be effective:
 - a) immediately, if You have already attained the applicable reduction age at the time Your insurance goes into effect; or
 - b) the date You attain the reduction age if this occurs after Your insurance goes into effect;

provided the required premium is paid.

If You are not Actively at Work on the date the new Principal Sum would otherwise take effect, it will take effect on the first day of the month after You return to Active Work for a period of 1 day.

Any type of decrease in Principal Sum will become effective on the date of the change whether or not You are Actively at Work.

Any change in Principal Sum will apply only to an Injury occurring after the effective date of the change.

ADCC-3AA

DEPENDENTS' INSURANCE

ELIGIBILITY AND ENROLLMENT

Who are Your Eligible Dependents?

Your eligible Dependents are defined in the Schedule. An Insured under the Policy may not be considered a Dependent.

If both parents of a Child are Insureds, the Child will be considered a Dependent of either parent. The Child may not be considered a Dependent of both parents.

ADCD-1AA

When are You first eligible to elect Dependent coverage?

You are first eligible to elect Dependent coverage when You enroll for coverage for Yourself. If You do not have an eligible Dependent, You may add Dependent coverage as of the date You first acquire a Dependent.

ADCD-2AA

What if You do not elect Dependent coverage when first eligible?

If You do not elect Dependent coverage when Your Dependent is first eligible, You may add such coverage at a later date. If You later wish to apply for Dependent coverage, please contact the Holder for the necessary forms and instructions.

ADCD-3AA

EFFECTIVE DATES

When does Your Dependent's coverage start?

Your Dependent's coverage starts on the latest of:

- 1) the date Your insurance becomes effective under the Policy, if You have enrolled for Dependent coverage on or before that date;
- 2) the first day of the month following the date You enroll for Dependent coverage;

provided the required premium is paid.

ADCD-4AA

When does coverage for a Newborn Child start?

Coverage for a Newborn Child starts automatically from the moment of birth if a Child is born to You and You have not previously elected Dependent coverage. The newborn Child will be a Covered Person for 31 days. The newborn Child will cease to be a Covered Person unless:

- 1) You request, in writing, and within such 31-day period, continuation of such Dependent coverage; and
- 2) the required premium, if any is paid.

If additional premium is required for such Child, premium will be charged from the date of birth.

Dependent coverage will also be extended to newly adopted, foster or step Children, as of the date they become financially dependent on You for support, provided they otherwise meet the definition of a Dependent Child.

ADCD-5AA

When does coverage for a New Spouse start?

Coverage for a new spouse starts automatically at Your marriage, if You have not previously elected Dependent coverage. Such spouse will be a Covered Person for 31 days. The spouse will cease to be a Covered Person unless:

- 1) You request, in writing, and within such 31 day period, continuation of such Dependent coverage; and
- 2) the required premium, if any is paid.

If additional premium is required for such spouse, premium will be charged from the date of marriage.

ADCD-6AA

Will the effective date of coverage be delayed if Your Dependent is confined in a Hospital?

The effective date of insurance will be delayed if Your Dependent, other than a newborn Child, is confined in a Hospital on the date his coverage would otherwise become effective. In such case, the Dependent's coverage will become effective on the first day of the month after discharge from the Hospital.

ADCD-7AA

CHANGES IN AMOUNTS OF DEPENDENT PRINCIPAL SUM

When can a change in Your Dependent's Principal Sum occur?

Changes in Your Dependent's Principal Sum can occur if:

- 1) there is a change in Your class or plan under the Policy, or there is a change in Your salary;
- 2) You request a change in Your Principal Sum; or
- 3) Your Dependent has attained one of the benefit reduction ages as stated in the Schedule.

When is Your Dependent's new Principal Sum effective?

For a change in:

- 1) Your class or plan under the Policy, or Your salary, or You request a change in Your Principal Sum, Your Dependent's new Principal Sum will be effective on:
 - a) the first day of the month following the date the changes occurs; or
 - b) the first day of the month following the date You request a change in Your Principal Sum; or
- 2) Your Dependent's age, Your Dependent's new Principal Sum will be effective:
 - a) immediately, if the Dependent has already attained the applicable reduction age at the time the Dependent's insurance goes into effect; or
 - b) the date the Dependent attains the applicable reduction age if this occurs after the Dependent's insurance goes into effect;

provided the required premium is paid.

If Your Dependent is Hospital confined, other than a newborn Child, on the date his new Principal Sum would otherwise become effective, the effective date will be delayed until the later of:

- 1) the first day of the month following the date he completely recovers and resumes normal activities; or
- 2) if employed, the first day of the month following the date he is performing the material and substantial duties of his regular occupation on a full-time basis.

Any type of decrease in Your Dependent's Principal Sum will become effective on the first day of the month following the date of the change whether or not such Dependent is disabled or Hospital confined.

Any change in the Dependent Principal Sum will apply only to an Injury occurring after the effective date of the change.

ADC-9AA

DESCRIPTION OF COVERAGES

AIR TRAVEL COVERAGE

What is Air Travel Coverage?

Air Travel Coverage extends coverage under the Policy for a loss resulting from an Injury occurring while the Covered Person is riding as a passenger in any aircraft being used for transportation of passengers. Coverage under the Policy does not include riding in an aircraft owned, operated or leased by or on behalf of Your employer if other than the Holder.

Does Air Travel include riding as a pilot or crew member?

Air Travel does not include riding as a pilot or crew member in any aircraft.

ADAT-1AA

EXPOSURE AND DISAPPEARANCE COVERAGE

How is loss due to Exposure covered under the Policy?

We will presume the Covered Person suffered loss due to an Injury, if such loss resulted from Accidental exposure to the elements.

How is loss due to Disappearance covered under the Policy?

We will presume the Covered Person suffered Loss of Life due to an Injury, if:

- 1) the Covered Person was riding in a Conveyance that is involved in an Accident;
- 2) the Covered Person's body was not found within 1 year of the disappearance, forced landing, sinking or wrecking of the Conveyance in which the Covered Person was riding; and
- 3) coverage was in force for the Covered Person at the time of the Accident.

Definitions

As used in this provision:

Conveyance means:

- 1) any land or water vehicle, transport or vessel including, but not limited to, a vehicle, transport or vessel licensed to carry passengers for hire; or
- 2) any aircraft operated by a business organized to operate an aircraft service and licensed for the transportation of passengers for hire.

ADXPD-1AA

EXTENSION OF AIR TRAVEL COVERAGE

What is Extension of Air Travel Coverage?

Extension of Air Travel Coverage extends coverage under the "Air Travel Coverage" provision of the Policy for loss resulting from an Injury occurring while You are riding as a passenger in an aircraft owned, operated or leased by the Holder; and described as follows:

Description of Aircraft	Aggregate Limit of Liability
Raytheon King Air BE-200 – 9 passenger seats, 2 crew seats; Reg No. N 89UA	\$2,700,000
Raytheon BeechJet BE-400 – 8 passenger seats, 2 crew seats; Reg No. N 88UA	\$2,400,000

provided such aircraft is being operated at the time with the consent of the Holder and is being piloted by:

Kenneth Haxel or another professional pilot with a commercial license who has 3,000 hours of first pilot time, 1,500 hours of like-aircraft pilot time and 600 hours of like-model pilot time.

What other aircraft is covered under this provision?

This extension applies to an aircraft of like type and airworthiness certificate category which is used as a temporary substitute for the aircraft described above. Coverage for such substitute aircraft shall apply for up to 30 days unless We amend the policy to extend such coverage.

This extension also applies to a newly acquired aircraft that either replaces one of those described above or is an additional aircraft. If the newly acquired aircraft replaces an aircraft described above, Our liability will be only to the extent of the Aggregate Limit of Liability provided for the replaced aircraft.

If the newly acquired aircraft is an additional aircraft and We insured all aircraft owned, operated or leased by the Holder, Our liability will be only to the extent of the lowest Aggregate Limit of Liability provided for any other aircraft described above which is owned or leased by the Holder.

If the Holder does not notify Us of a newly acquired aircraft within 30 days after its delivery, or if the newly acquired aircraft is an additional aircraft and We do not insure all aircraft owned or leased by the Holder, the insurance on such aircraft shall become effective on the date We amend the policy to provide such coverage. The Holder is obligated to notify You of change of aircraft to which this extension applies.

Definitions

As used in this provision:

Leased Aircraft is an aircraft the Holder does not own. The Holder uses the aircraft as the Holder wishes for the term of the written lease. The time will be longer than one week or more than one or two trips. The Holder cannot alter or sell the aircraft without consent of the owner.

Operated Aircraft means an aircraft the Holder does not own but over which the Holder exercises control. It is an aircraft the Holder leased, rented or borrowed. The Holder can use it as the Holder wishes. The term Operated Aircraft includes aircraft for which the Holder pays or reimburses operating expenses. The Holder can not alter or sell the aircraft without consent of the owner.

Owned Aircraft means an aircraft to which the Holder holds legal or equitable title. The Holder can use, alter or sell an Owned Aircraft as the Holder wishes.

ADXAT-CAA

DESCRIPTION OF BENEFITS

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

What is the Accidental Death and Dismemberment Benefit?

This benefit provides a lump sum benefit payment if an Injury sustained by the Covered Person results in any of the Losses listed below. Loss must occur within 365 days of the date of the Accident.

Loss of:	Percent of Principal Sum Payable
Life.....	100%
Both Hands or Both Feet.....	100%
Both Arms or Both Legs.....	100%
Entire Sight of Both Eyes.....	100%
One Arm or One Leg.....	50%
One Hand or One Foot.....	50%
Entire Sight of One Eye.....	50%
Speech.....	50%
Hearing in Both Ears.....	50%
Thumb and Index Finger of Same Hand.....	25%

What is payable under this provision?

We will pay the Percentage of Principal Sum Payable for the Losses listed above. The Principal Sum is stated in the Schedule.

What does Loss mean?

Loss as used above with reference to:

- hand or foot: means that the hand or foot is completely cut off at or above the wrist or ankle joint;
- eye: means irrecoverable loss of entire sight;
- arm or leg: means that the arm or leg is completely cut off at or above the elbow or knee;
- speech: means that speech is completely lost and cannot be recovered or restored;
- hearing: means that hearing in both ears is completely lost and cannot be recovered or restored;
- thumb and index finger: means that the thumb and index finger of the same hand are cut off at or above the metacarpophalangeal joints;

What if more than one Loss results from any one Accident?

If more than one Loss results from any one Accident, only one benefit, the largest, will be paid for the following multiple Losses which result from the same Accident:

- Loss of Thumb and Index Finger of the Same Hand, and Loss of One Hand for Injury to the same hand.
- Loss of Hand or Foot, and the Loss of Arm or Leg for Injury to the same arm or leg.

ACADD-1AB

What is the maximum benefit payable?

The maximum benefit payable will not exceed the Covered Person's Principal Sum for all losses due to the same Accident. No benefit is payable for a loss which is not shown above.

ACADD-1AB

WHAT OTHER BENEFITS ARE AVAILABLE?

DAY CARE BENEFIT

What is the Day Care Benefit?

This benefit provides a yearly benefit payment for each of Your Dependent Children for day care expenses charged by a Day Care Center following Your or Your covered Dependent spouse's death resulting from an Injury.

What conditions must be met before benefits are payable under this provision?

Benefits are payable under this provision if the following conditions are met:

- 1) the Loss of Life Benefit is payable under the Accidental Death and Dismemberment Benefit; and
- 2) on the date of Your or Your covered Dependent spouse's Accident, Your Dependent Child meets the following qualifications:
 - a) is under age 7;
 - b) is attending a Day Care Center; or
 - c) attends a Day Care Center within one year after Your or Your covered Dependent Spouse's death; and
- 3) We receive satisfactory proof that such day care expenses have been incurred for the Dependent Child.

What is payable under this provision?

We will pay, for each Dependent Child who qualifies, an amount equal to 3% of Your or Your covered Dependent spouse's Principal Sum whose death is the basis of the claim or \$3,000, whichever is less.

This benefit is payable in addition to any other benefits provided under the Policy.

When will payment of the Day Care Benefit begin?

Payment will begin immediately upon Our receipt of satisfactory proof that the above conditions have been met.

When will payment of the Day Care Benefit end?

Payment under this provision will end:

- 1) on the date the Dependent Child attain(s) age 7; or
- 2) when a maximum of 4 yearly Day Care Benefit payments have been made;

whichever occurs first.

To whom are benefits payable under this provision?

Payment will be made to, or on behalf of, Your Dependent Child.

What if there are no qualifying Dependent Children?

If there are no Dependent Children who qualify as described above, We will pay Your Beneficiary or You, if Your covered Dependent spouse's death is the basis of the claim, a lump-sum benefit equal to 3% of Your or Your covered Dependent spouse's Principal Sum if Your covered Dependent spouse's death is the basis of the claim or \$3,000, whichever is less.

Definitions

As used in this benefit:

Day Care Center means a center of child care which:

- 1) holds a license as a day care center, or is operated by a licensed day care provider, if required; or
- 2) if licensing is not required, operates primarily for the care of children on a daily basis for 12 months a year; and
- 3) is operated in a private home, school or other facility; and
- 4) a charge is customarily made for the care provided.

A300C-1AA

EDUCATION BENEFIT

What is the Education Benefit?

This benefit provides a yearly benefit payment for each of Your Dependent Children to enable them to continue their education following Your or Your covered Dependent spouse's death resulting from an Injury.

What conditions must be met before benefits are payable?

Benefits are payable if the following conditions are met:

- 1) the Loss of Life Benefit is payable for You or Your covered Dependent spouse under the Accidental Death and Dismemberment Benefit;
- 2) Your Child met, on the date of Your or Your covered Dependent spouse's Accident, the following qualifications:
 - a) is enrolled as a full-time student in a School for Higher Learning; or
 - b) is in the 12th grade but will be enrolled as a full-time student in a School for Higher Learning within one year after Your death.

What is payable under this provision?

We will pay a yearly benefit payment, for each year the Dependent Child qualifies in an amount equal to 2% of Your or Your covered Dependent spouse's Principal Sum, whose death is the basis of the claim.

If Your Dependent Child continues to qualify each year, benefits may be paid for a total of 4 consecutive years.

This benefit is payable in addition to any other benefits provided under the Policy.

To whom are benefits payable under this provision?

Payment will be made to or on behalf of, Your qualifying Dependent Child or to You, if Your covered Dependent spouse's death is the basis of claim upon receipt of satisfactory proof that the above requirements for the Dependent Child have been met.

What must be done in order for the Dependent Child to continue to receive yearly benefit payments under this provision?

In order to continue to receive yearly benefit payments, Your Dependent Child must:

- 1) continue to be enrolled as a full-time student in a School for Higher Learning; and
- 2) make a written request for the subsequent yearly benefit payment during the calendar year for which the benefit is to be paid.

When do benefit payments end?

Benefit payments end on the date Your Dependent Child:

- 1) fail to make written request for a subsequent yearly benefit payment;
- 2) ceases to be eligible for payment of the Education Benefit in any one year; or
- 3) has received a total of 4 benefit payments under this provision;

whichever first occurs.

What if there is no qualifying Dependent Child?

If You do not have a Dependent Child who qualifies for this benefit, We will pay Your Beneficiary, or You, if Your covered Dependent spouse's death is the basis of the claim, a lump-sum amount equal to 2% of Your Principal Sum or \$6,000, whichever is less.

Definitions

As used in this benefit:

School for Higher Learning means an educational institution above the 12th grade level. It includes, but is not limited to, any state university, private college or trade school.

AJED-1AA

PARALYSIS BENEFIT

What is the Paralysis Benefit?

This benefit provides a lump sum benefit payment if, as the result of an Injury, the Covered Person sustains Paralysis.

What conditions must be met before benefits are payable?

Benefits are payable, if the following conditions are met:

- 1) such Paralysis occurs within 365 days of the date of the Accident;
- 2) the Paralysis continues for 12 consecutive months;
- 3) a competent medical authority, acceptable to Us, determines the Paralysis to be permanent, complete and irreversible; and
- 4) the Covered Person sustains any of the losses described below.

What is payable under this provision?

We will pay, after the 12th month of Paralysis, a lump sum benefit amount based on the Covered Person's Principal Sum, equal to the Percent of Principal Sum Payable listed below.

	Percent of Principal Sum Payable
Paraplegia.....	75%
Quadriplegia	100%

Can the total amount of benefits payable under this provision, in addition to any other benefits payable under the Policy, exceed the Principal Sum?

No, unless specifically stated otherwise, the most We will pay under the Policy for all losses resulting from any one Accident is the Covered Person's Principal Sum.

Definitions

As used in this provision:

Paralysis means the permanent impairment and loss of the ability to voluntarily move or to have sensation in an entire extremity. Paralysis must be the result of an Injury to the brain or spinal cord and without the severance of a limb.

Paraplegia means the total Paralysis of both lower limbs.

Quadriplegia means the total Paralysis of both upper and lower limbs.

ACP-1AA

SEATBELT AND AIR BAG BENEFIT

What is the Seatbelt Benefit?

This benefit provides a lump sum benefit payment if the Covered Person dies from Injuries sustained in an Automobile Accident while wearing a properly fastened Seatbelt at the time of such Accident.

This benefit is payable in addition to any other benefits provided under the Policy.

What conditions must be met before benefits are payable under the Seatbelt Benefit?

Benefits are payable under this provision if the following conditions are met:

- 1) the Loss of Life Benefit is payable under the Accidental Death and Dismemberment Benefit and
- 2) due proof of Seatbelt use is provided as part of the official police report or as certified, in writing, by the investigating law enforcement officer.

If due proof of Seatbelt use is not provided, and it is unclear if the Covered Person was wearing a Seatbelt, We will pay an additional lump sum benefit payment of \$1,000.

What is payable under the Seatbelt Benefit?

We will pay an amount equal to 10% of the Covered Person's Principal Sum or \$25,000, whichever is less.

What is the Air Bag Benefit?

This benefit provides a lump sum benefit payment if the Covered Person dies from Injuries sustained in an Automobile Accident and the Automobile is equipped with a factory installed Supplemental Restraint System (Air Bag).

What conditions must be met before benefits are payable under the Air Bag Benefit?

Benefits are payable under this provision if the following conditions are met:

- 1) benefits are payable under the Seatbelt Benefit as described immediately above;
- 2) the Covered Person is positioned in a seat that is designed to be protected by an Air Bag; and
- 3) the police report or other evidence establishes that the Air Bag inflated properly upon impact.

If it is unclear whether the Covered Person was positioned in a seat designed to be protected by an Air Bag or if it is not established that the Air Bag inflated properly upon impact, We will pay an additional lump sum benefit payment of \$1,000.

What is payable under the Airbag Benefit?

We will pay an amount equal to 5% of the Covered Person's Principal Sum or \$2,500, whichever is less.

Exclusions

In addition to any other Exclusions listed herein, We will not pay benefits for any loss caused by or resulting from any Injury sustained while the Covered Person is:

- 1) driving or riding in any vehicle used in a race, speed or endurance test or for acrobatic or stunt driving;
- 2) breaking any traffic laws of the jurisdiction in which the Accident occurred;
- 3) intoxicated. Intoxication means that which is defined and determined by the laws of the jurisdiction where the loss or cause of loss occurred; or
- 4) under the influence of drugs, unless taken as prescribed by a Doctor.

Definitions

As used in this provision:

Automobile means a four-wheel private passenger car, including pick-up trucks, sports utility vehicles and vans with a load capacity of one ton or less, and self-propelled motor homes, that is duly licensed for passenger use. It must be designed primarily for use on public streets and highways.

Automobile Accident means an Accident that occurs when the Covered Person is driving or riding in an Automobile.

Seatbelt means an unaltered lap or lap and shoulder restraint. It includes a government approved child restraint device when used in accordance with the manufacturer's directions. In the case of small children, the restraint must:

- 1) meet the standards of the National Safety Council; and
- 2) must be properly secured and utilized in accordance with applicable state law and the recommendations of its manufacturer for children of like age and weight.

Supplemental Restraint System or ***Air Bag*** means a device of passive restraint installed inside a vehicle. Such device must be designed to inflate upon collision to protect the individual from Injury or death.

A098-1A4

WORLDWIDE TRAVEL ASSISTANCE BENEFIT

What is the Worldwide Travel Assistance Benefit?

This benefit provides coverage for the following emergency assistance services which may be required if the Covered Person sustains an Injury, becomes Sick or dies while traveling more than 100 miles from his Primary Home:

- 1) Emergency Medical Evacuation/Repatriation;
- 2) Return of a Traveling Companion;
- 3) Bedside Visit; and
- 4) Return of Mortal Remains.

Benefits provided under the Worldwide Travel Assistance Benefit provision are payable in addition to any other benefits provided under the Policy.

What conditions must be met before any emergency assistance service is payable?

Before benefits are payable for any emergency assistance service the following conditions must be met:

- 1) the Covered Person has to obtain advance approval of the emergency assistance service from the emergency assistance provider contracted by Us to render such emergency assistance service;
- 2) the emergency assistance service must be arranged and provided by such emergency assistance service provider; and
- 3) with respect to emergency medical evacuation/repatriation, all evacuation and medical transportation recommendations must be deemed Medically Necessary. The determination as to whether or not:
 - a) adequate medical treatment is available locally and whether or not the subsequent medical evacuation is Medically Necessary;
 - b) repatriation of the Covered Person is Medically Necessary, including the means of transportation; or
 - c) any medical or non-medical escort to accompany the Covered Person is Medically Necessary during the medical evacuation or repatriation;

will be made by Our emergency assistance service provider's medical Doctor in conjunction with the Covered Person's attending Doctor. However, repatriation will not be deemed Medically Necessary if Our emergency assistance service provider determines that the Covered Person is able to continue his trip or use the original transportation arrangements that the Covered Person purchased for the trip.

What is payable under this provision?

Emergency Medical Evacuation/Repatriation

We will pay the Reasonable Expenses incurred for:

- 1) medical evacuation of the Covered Person to the nearest appropriate medical facility, if adequate medical treatment is not available locally where the Covered Person sustained the Injury or became Sick; and/or
- 2) repatriation of the Covered Person from the place where the Covered Person is being treated to:
 - a) the most appropriate medical facility closest to the Covered Person's Primary Home; or
 - b) to his Primary Home; and
- 3) any medical or non-medical escort to accompany the Covered Person during such medical evacuation or repatriation.

Coverage includes all Medically Necessary treatment, services and supplies required as part of the medical evacuation or repatriation. However, no benefits are payable for any medical treatment, services or supplies that were provided before and/or after the Covered Person's evacuation or repatriation.

Return of a Traveling Companion

When an Injury or Sickness results in the emergency medical evacuation, repatriation, or hospitalization of the Covered Person, or if the Covered Person dies, and as a result, the Covered Person's Traveling Companion has to forfeit his return airfare, We will pay for the:

- 1) transportation expenses incurred up to the cost of a one-way Economy Airfare, to return the Covered Person's Traveling Companion to his Primary Home; and/or
- 2) expenses incurred for the necessary services of a qualified, non-family attendant if the Traveling Companion is the Covered Person's dependent child and if such child is left unattended following the Covered Person's medical evacuation, repatriation, hospitalization or death.

Bedside Visit

We will pay for the transportation expenses incurred up to the cost of an Economy Airfare, for one round trip of one friend or family member, as designated by the Covered Person, to visit the Covered Person while he is Hospital confined, provided:

- 1) the Covered Person was traveling alone at the time he became Sick or was Injured; and
- 2) the Injury or Sickness causes the Covered Person to be Hospital confined for at least 10 consecutive days.

Coverage includes the Reasonable Expenses incurred for meals and hotel accommodations, not to exceed a maximum benefit payable of \$150 per day, subject to a maximum period payable of 7 days per Injury or Sickness.

However, no benefits are payable under this Bedside Visit provision if the Covered Person is scheduled to be evacuated or repatriated within 24 hours of the scheduled arrival of the family member or friend the Covered Person designated be at his bedside.

Return of Mortal Remains

We will pay the Reasonable Expenses incurred for the following services:

- 1) embalming or cremation;
- 2) a container or urn appropriate for the transport of mortal remains;
- 3) transportation of the mortal remains to the funeral director responsible for the Covered Person's burial; or
- 4) the necessary documentation and permission from local authorities to remove and transfer the Covered Person's mortal remains;

if the Covered Person dies.

Benefits for the return of the Covered Person's mortal remains are payable to the person who has incurred the cost for the return of the Covered Person's mortal remains.

Definitions

As used in this provision:

Economy Airfare means the least expensive airfare available by the most direct and economical route not in excess of the published tariff for an economy fare, less any credit or refund.

Foreign Country means any country other than the United States.

Medically Necessary means a treatment is:

- 1) Recommended by the attending Doctor;
- 2) Consistent with generally accepted medical practice for the Injury or Sickness, as determined by Us;
- 3) Generally considered by Doctors in the U.S.A. to be appropriate for the Injury or Sickness; and
- 4) Accepted as safe, effective and reliable by a medical specialty or board recognized by the American Board of Medical Specialties.

The fact that a Doctor may prescribe, order, recommend or approve a treatment does not, of itself, make the treatment Medically Necessary.

If a treatment does not meet the criteria above or is not consistent with professionally recognized standards of care with respect to quality, frequency or duration, the treatment will not be deemed Medically Necessary.

Primary Home means the residence the Covered Person's maintains as his principal domicile. If a Covered Person has been living in a Foreign Country longer than 30 days, "Primary Home" means the residence the Covered Person maintains as his principle domicile in such Foreign Country.

Reasonable Expense means the normal and customary charge of the provider incurred for a service or supply, but not more than the general level of charges made in the area:

- 1) for a like service by a provider with similar training or experience; or
- 2) for a supply which is identical or substantially equivalent to the one for which the charge is being incurred.

The final determination of the normal and customary charge rests solely with Us.

Sickness or Sick means illness or disease which requires medical treatment by a Doctor. For the purposes of this Worldwide Travel Assistance Benefit, any exclusions or limitations pertaining to Sickness or disease including, but not limited to, any heart, coronary or circulatory malfunction, otherwise found in the Policy, shall not apply.

Traveling Companion means a person or persons, including but not limited to the Covered Person's spouse and dependent children who are scheduled to accompany the Covered Person the entire time the Covered Person is traveling away from his Primary Home.

ADIC-1AA

EXCLUSIONS

What is excluded from coverage under the Policy?

No benefits will be paid for loss caused by or resulting from:

- riding in or boarding or alighting from any aircraft owned, operated, or leased by or on behalf of the Holder unless a specific written agreement has been obtained from Us to provide such coverage. (This does not include Chartered Aircraft as defined in this certificate.)
- riding in or boarding or alighting from any vehicle or device for aerial navigation as a pilot or crew member;
- declared or undeclared war or an act of either;
- suicide, a suicide attempt, self-destruction or an attempt to self-destroy while sane or insane;
- intentionally self-inflicted Injury while sane or insane;
- service in the armed forces of any country. However, orders to active military service for 2 months or less will not constitute service in the armed forces;
- sickness or disease, except pyogenic infections which occur through an Accidental cut or wound;
- any heart, coronary or circulatory malfunction;
- Injury sustained while the Covered Person is under the influence of drugs, unless taken as prescribed by a Doctor.

A2FX-AA

CONVERSION PRIVILEGE

What is the Conversion Privilege provision?

This provision allows You to continue Your and Your covered Dependent's accident insurance coverage provided under the Policy by converting such coverage from group accident insurance to accident conversion coverage after Your coverage under the Policy ends.

Under what conditions can Your Accident Insurance coverage be converted?

You may convert Your accident insurance coverage to accident conversion coverage if insurance under the Policy is no longer in force for any reason except:

- 1) non-payment of the required premium; or
- 2) the Holder sponsors or arranges to replace this coverage with similar coverage within 31 days of terminating this coverage.

How is the group accident coverage converted?

To convert the group accident coverage You must:

- 1) make written application to Us within 31 days after the group accident coverage ends; and
- 2) include the first premium payment with Your application.

When We receive Your written application and first premium payment, We will issue to You accident conversion coverage. The issuance of the accident conversion coverage will be subject to the following conditions:

- 1) the effective date will be the date that coverage under the Policy ceases;
- 2) the accident conversion coverage will be at the premium rate and on the form then being made available by Us for such conversion;
- 3) the amount of insurance will not be less than the amount in force under the Policy or \$10,000, whichever is the highest amount;
- 4) the amount of insurance will not be more than the amount in force under the Policy or \$250,000, whichever is the lowest amount; and
- 5) the accident conversion coverage will provide benefits for Accidental Death and Dismemberment.

Any accident conversion coverage issued under this Conversion Privilege will be in lieu of all other benefits under the Policy.

ACC-2AA

TERMINATION PROVISIONS

TERMINATION OF EMPLOYEE INSURANCE

When does Your insurance terminate?

Your insurance coverage will terminate on the earliest of the following dates:

- 1) the date the Policy is terminated;
- 2) the date You request to cancel Your coverage under the Policy;
- 3) the date at the end of the period for which premium has been paid, if the required premium is not paid within the Grace Period;
- 4) on the premium due date that falls on or next follows the date:
 - a) You are no longer a member in an Eligible Class;
 - b) Your class is no longer covered under the Policy;
- 5) the date You enter the armed forces of any country. Membership in the reserves or a call to active duty for 2 months or less is not deemed entry into the armed forces.

Termination will not affect a covered loss which began before the date of termination.

ADC 5AA

TERMINATION OF DEPENDENT'S INSURANCE

When does Your Dependent's coverage terminate?

Your Dependent's coverage will end on the earliest of:

- 1) the date Your coverage terminates;
- 2) the date the Policy terminates;
- 3) the date You cancel Your Dependent's insurance;
- 4) the date at the end of the period for which the last premium has been paid if the required premium is not paid within the Grace Period;
- 5) the date the Dependent ceases to be an eligible Dependent;
- 6) the date You are no longer in a class eligible for Dependents' insurance;
- 7) the date of termination of Dependents' insurance under the Policy;
- 8) the date Your Dependent enters the armed forces of any country. Membership in the reserves, or a call to active duty for 2 months or less is not deemed entry into the armed forces;
- 9) the date of a final decree of divorce (applicable to spouse coverage, if any).

ADDD-7 GAA

Under what conditions can Your unmarried handicapped Dependent Child continue to qualify for coverage?

We will continue coverage beyond the termination age for Your unmarried covered Dependent Child who is not capable of self-support due to physical or mental handicap. Coverage for such Dependent Child will continue while he remains disabled, Your coverage stays in force and the required premium is paid.

We will require proof of the disability and dependency of the Child within 31 days after the date coverage would have otherwise ended and thereafter, as requested. After 2 years, We will not require such proof more often than once a year. If the proof is not provided, coverage will terminate 90 days after We mail You a request for proof of incapacity status.

ACYCD-7 AA

BENEFICIARY AND PAYMENT OF CLAIMS

How do You designate or change Your Beneficiary?

At the time You become insured, You should name a Beneficiary to receive Your loss of life proceeds payable under the Policy for death caused by an Injury.

It is important that You name a Beneficiary and keep Your designation current. You may name a new Beneficiary at any time by filing with the Holder a written request on forms acceptable to Us. The Holder will send the request to Us upon Your death. When the request is received by Us from the Holder, the change will relate back to and take effect as of the date it was signed. This is the case whether You are alive or not when We receive the request. Even though the change of Beneficiary will relate back to the date it was signed, it will be without prejudice to Us on account of any payment We have already made.

ADC-13AA

To whom are benefits payable?

Benefits for Your loss of life will be payable in accordance with the Beneficiary designation in effect at the time of payment. Benefits for other than loss of life are payable to You. In lieu of a lump sum payment, You or Your Beneficiary may select an optional method of settlement as stated in the provision titled *Can You or Your Beneficiary choose an Optional Method of Settlement*. We will pay all accrued benefits unpaid at Your death in the same manner as benefits for Your loss of life.

ADC-14AA

Benefits payable for losses sustained by Your Dependents will be paid to You. If You should die before receiving such benefits, We will pay them to Your estate.

ADC-15AA

If a Beneficiary dies simultaneously with You, or within 10 days of Your death, benefits will be paid as if You survived Your Beneficiary.

ADC-16AA

If You name more than one Beneficiary and do not specify the amounts, percentage shares, or order of payment of the Beneficiaries, any proceeds that become payable under the Policy will be divided equally among all Beneficiaries. The share of any Beneficiary who has died before You, will go equally to the surviving Beneficiaries.

If a Beneficiary is a minor or is not legally competent, We may, at Our option, pay up to \$2,000 to the person or entity that has in Our opinion assumed custody and main support of such person. We will do this until the Beneficiary's legal guardian makes a formal claim.

At Our option, We may pay a part of the Accidental Death Benefit to any person who has incurred funeral or other expenses on the Covered Person's behalf as result of an Injury ending in the Covered Person's death. The maximum amount of such payment is limited to the lesser of \$1,000 or the maximum amount allowed by law.

Any payment made by Us in good faith, will fully discharge Our liability to the extent of such payment.

ADC-17AA

What if there is no valid Beneficiary designation in effect at the time of Your death?

If no such designation is in effect at that time, the benefits shall be paid to Your Beneficiary as designated under the Group Life Insurance policy issued to the Holder and in effect on the date of the Accident. Otherwise, Your loss of life proceeds will be paid to Your estate if:

- 1) You die without naming a Beneficiary; or
- 2) all of Your Beneficiaries have died before You.

If payment would otherwise be payable to Your estate due to the above, We have the right to pay all or a part of the benefit to the first of the following successive classes of surviving relatives: Your spouse; Your children; Your parents, or Your siblings.

Any payment made by Us in good faith, will fully discharge Our liability to the extent of such payment.

ADC-18AA

UNIFORM PROVISIONS

Time of Payment of Claim

Benefits payable under the Policy will be paid after We receive due written proof of loss.

Notice of Claim

Written notice of claim must be given to Us within 30 days after any loss covered by the Policy. If notice cannot be given within that time, it must be given as soon as reasonably possible.

Notice will be sufficient if it identifies the Covered Person and the Policy. The notice must be sent to Us at Our Home Office, CNA Plaza, Chicago, Illinois 60685, or given to Our agent.

Claim Forms

After We receive the written notice of claim, We will furnish claim forms within 15 days. If We do not, the Covered Person will be considered to have met the requirements for written proof of loss if We are sent written proof as described below. The proof must describe the occurrence, extent and nature of the loss.

Written Proof of Loss

Written proof of loss must be given to Us within 90 days after the date of such loss. If it is not reasonably possible to give the proof within 90 days, the claim is not affected if the proof is given as soon as possible. Unless the Insured is legally incapacitated, written proof must be given within one year of the time it is otherwise due.

Physical Examination

At Our expense, We will have the right to examine the Covered Person as often as reasonably necessary while a claim is pending.

Autopsy

We have the right to have an autopsy performed unless forbidden by law.

Legal Actions

No action at law or in equity can be brought until after 60 days following the date written proof of loss was given. No action can be brought after 3 years (Kansas, 5 years, South Carolina, 6 years) from the date written proof is required.

Conformity with State Statutes

If any provision of the Policy is in conflict with the statutes of the state in which the Policy was delivered or issued for delivery, the provision is automatically amended to meet the minimum requirements of the statute.

APC JP-1AA

GENERAL PROVISIONS

How will Your statements made in any application for this insurance be used?

Any statement made by You will be deemed a representation and not a warranty. No statement will be used to void or reduce benefits, or be used in defense to a claim unless:

- 1) it is in writing;
- 2) it was signed by You; and
- 3) a copy has been given to You, Your Beneficiary or Your personal representative.

We will not use any statement to contest the validity of Your insurance after it has been continuously in force under the Policy for a period of 2 years during Your lifetime.

ADC-19AA

What is the Grace Period if the premium is not paid?

A grace period of 31 days will be allowed for the payment of any unpaid premium after the first payment is made. Your insurance will remain in force during the grace period. If the premium is not paid by the end of the grace period, Your coverage under the Policy ends.

The grace period will not apply if:

- 1) at least 31 days prior to the premium due date We send written notice to the Holder of Our intent not to renew the Policy; or
- 2) the Holder tells Us in writing that the Policy will not be renewed.

Your coverage will end on the date stated in Our notice, or on the date stated in such notice from the Holder, whichever is first to occur.

ADC-20AA

Can You or Your Beneficiary choose an Optional Method of Settlement?

Yes. In lieu of a lump sum payment, You or Your Beneficiary may elect to have all or a part of the insurance benefits paid in a fixed number of monthly installments. If You have not made such election, Your Beneficiary may do so. Election must be made by filing written request with Us at Our Home Office.

The amount of each monthly payment, according to the number of years elected, is shown in the table below:

Number of Years of Payment	3	4	5	10	15	20
Monthly Instalment for each \$1,000 of Benefits Payable	\$28.99	\$22.06	\$17.91	\$9.61	\$8.87	\$5.51

The first payment will be made once You or Your Beneficiary become eligible for payment under the applicable benefit provision. A period of years resulting in monthly payments of less than \$50.00 may not be selected.

If You or Your Beneficiary die while receiving monthly payments, the present value of the remaining payments will be paid to Your Beneficiary or to Your Beneficiary's estate unless You or Your Beneficiary has designated an alternate payee by prior written election. The present value will be determined by using a 3% per year interest factor.

We may change the above table on any Policy anniversary date. We may also change the table on any date the provisions of the Policy are changed. Any new table will not apply to any claim pending under the Policy before the date of the change.

ADC-21AA

Can You assign Your Ownership Rights?

Your right, title, and interest in the Policy are evidenced by the certificate. You may assign such right, title, and interest to someone else (known as an assignee). This assignment will cover all of Your ownership rights under the Policy including, but not limited to the following:

- 1) the right to change the Beneficiary;
- 2) the right to receive any and all benefits under the Policy without notice to or consideration to You; or
- 3) any right to convert this group insurance to accident conversion coverage in accordance with the Conversion Privilege.

We will recognize an assignee as the owner of the rights assigned only if:

- 1) the assignment is in writing, signed by You, and on a form approved by Us; and
- 2) a signed or certified copy of the written assignment has been received and registered by Us.

You cannot assign Your Accident Insurance as collateral for a loan.

We will not be responsible for the legal, tax or other effects of any assignment; or for any action taken under the Policy's provisions before receiving and registering an assignment.

ACC-22AA

Are proceeds protected from the claims of the Beneficiary's creditors?

The benefits under the Policy are not subject to the claim of, or legal process by any creditor of Your Beneficiary.

ACC-23AA

What if the age of someone covered under the Policy is misstated?

If the age of a person covered under the Policy has been misstated and the benefits payable under the Policy are subject to any age reduction requirements, any benefits payable will be adjusted to reflect the correct amount of benefits payable had the true age of the person covered been known.

ADIC-24AA

What happens if there is a record keeping error?

An error in keeping records will not cancel insurance that should otherwise continue in force. Such error will not continue insurance that should otherwise end. Your insurance coverage will not be prejudiced by the failure on the part of the Holder to transmit reports, pay premium or comply with any of the provisions of the Policy when such failure is due to an inadvertent error or clerical mistake.

We have the right to examine the Holder's records for the Policy at any reasonable time. This right will extend until 2 years after the expiration of the Policy or until final adjustment and settlement of all claims hereunder, whichever is later.

ADD-75AA

How is this Policy affected by Workers' Compensation Insurance?

The policy is not in lieu of and does not affect any requirements for coverage by Workers' Compensation Insurance.

ADD-26AA

DEFINITIONS

The following are key words and phrases used in this certificate. When these words and phrases or forms of them are used, they are capitalized. As You read this certificate, refer back to these definitions.

Any word in the male pronoun equally applies to the female pronoun unless a distinction is specified.

ADD

Accident means a sudden, unexpected, unusual, specific and abrupt event. Such event must occur by chance at an identifiable time and place while coverage is in force. Any loss caused by, or resulting from, a sickness or disease is not an accident.

ADD-1AA

Active Work, Actively at Work, or Actively Working means You must be:

- 1) working at the Holder's usual place of business, or on assignment for the purpose of furthering the Holder's business; and
- 2) performing the material and substantial duties of Your regular occupation on a full-time basis.

ADD-2AA

Basic Annual Salary is as stated in the Schedule.

ADD-3AA

Beneficiary means the person, persons or entity You name to receive benefits payable for Your Accidental death.

ADD-4AA

Chartered Aircraft means an aircraft the Holder does not own. The Holder hires the aircraft for one purpose or one trip or for general use. The time the Holder has it may not exceed 10 straight days nor more than 15 days in any one year. The term does not include one or more aircraft hired by the Holder on a regular or frequent basis.

ADD-5AA

Child means Your birth child or an adopted child beginning on the date of placement for purposes of adoption. A Child also includes Your stepchild, foster child, or any other child who has a parent-child relationship with You. Such child must depend upon You for financial support.

ADD-6AA

Contributory means that coverage for which You pay all or a part of the premium.

ADD-7AA

Covered Person means You and Your Dependents who are covered under the Policy.

ADD-8AA

Dependent is as defined in the Schedule.

ADD-9AA

Doctor means a person legally licensed to practice medicine, psychiatry, psychology or psychotherapy, who is neither You nor a member of Your Immediate Family. A licensed medical practitioner is a Doctor if applicable state law requires that such practitioner be recognized for purposes of certification of disability, and the treatment provided by the practitioner is within the scope of his license.

ADD-10AA

Eligible Person or Eligible Persons means a person or persons in an Eligible Class under the Policy. With respect to this Certificate, eligible persons are those persons in an Eligible Class shown in the Schedule.

ADD-11AA

Eligible Class means a class of persons eligible for insurance under the Policy. With respect to this Certificate, the class or classes eligible for insurance are as described in the Schedule.

ADD-12AA

Hospital means an establishment which:

- 1) holds a license as a Hospital (if required in the state);
- 2) operates primarily for the reception, care and treatment of sick or injured persons as in-patients;
- 3) provides around the clock nursing service;
- 4) has a staff of one or more Physicians available at all times;
- 5) provides organized facilities for diagnosis and surgery;
- 6) is not primarily a clinic, nursing, rest or convalescent home or a skilled nursing facility or similar establishment; and
- 7) is not, other than incidentally, a place for treatment of alcoholism, drug addiction or mental or nervous disorders.

The nursing service must be by registered or graduate nurses on duty or call. The surgical facilities may be either at the Hospital or at a facility with which it has a formal arrangement.

Confinement in a special unit of a Hospital used primarily as a nursing, rest or convalescent home or skilled nursing facility will not be deemed to be a confinement in a Hospital.

ADD-13AA

Immediate Family means Your spouse and the children, siblings and parents of either You or Your spouse.

ADD-14AA

Injury means bodily injury caused by an Accident. The Injury must:

- 1) occur while coverage is in force; and
- 2) result, directly and independently of all other causes, in a loss covered by the Policy .

ADD-15AA

Insured means the eligible employee whose insurance is in force under the terms of the Policy.

ADD-16AA

Principal Sum means the amount of accident insurance that applies to You and Your covered Dependents as shown or described in the Schedule.

ADD-18AA

Schedule means the Schedule of Benefits which is a part of this certificate.

ADD-20AA

Waiting Period means the continuous length of time that You must be Actively Working in an Eligible Class before becoming eligible for coverage. The Waiting Period is as stated in the Schedule.

ADD-21AA

We, Our and Us mean Hartford Life and Accident Insurance Company, Chicago Illinois.

ADD-22AA

You, Your and Yours means the Insured to whom this certificate is issued and whose insurance is in force under the terms of the Policy.

ADD-23AA

IMPORTANT ERISA WELFARE PLAN INFORMATION

The following section contains information provided to You at the request of the Plan Administrator of Your Plan to meet certain requirements of the Employee Retirement Income Security Act of 1974, as amended, (ERISA). All inquiries related to the following material should be referred directly to Your Plan Administrator.

DISCRETIONARY AUTHORITY

The Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto. The plan administrator and other plan fiduciaries have discretionary authority to determine Your eligibility for and entitlement to benefits under the Policy. The plan administrator has delegated sole discretionary authority to Hartford Life and Accident Insurance Company to determine Your eligibility for benefits and to interpret the terms and provisions of the plan and any policy issued in connection with it.

COMPLAINT NOTICE

THIS NOTICE IS TO ADVISE YOU THAT ANY COMPLAINTS REGARDING THIS GROUP INSURANCE PLAN MAY BE DIRECTED TO:

CNA Insurance Companies
Attr: Consumer Affairs Department - 16S
CNA Plaza
Chicago, IL 60685

and/or

Arkansas Insurance Department
Consumer Services Division
400 University Tower Building
Little Rock, AR 72204
(800) 852-5494

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of Arkansas who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of this Guaranty Association is to assure that policy and contract owners 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 policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided 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 Health Insurance Guaranty Association ("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 this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is **not** provided for your policy or contract 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 and 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 Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol, Suite 2
Little Rock, AR 72201-1904**

**Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904**

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act'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 Guaranty Association if they live in this state and hold a life, annuity or accident and health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

Exclusions from Coverage

However, persons holding such policies are **not** protected by the Guaranty 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 or contract owner is subject to future assessments, or by an insurance exchange

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

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity account;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividend and voting rights and experience rating credits;
- 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 any insurance company administers them);
- Unallocated annuity contracts (which gives rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FBPC") (whether the FBPC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or other extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan of its trustees).

Limits on Amount of Coverage

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty 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 accident and health insurance benefits, \$100,000 in present value of annuity benefits, 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 one contractholder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account wither its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.



The Hartford[®] is The Hartford Financial Services Group, Inc. and its subsidiaries, including issuing companies Hartford Life and Accident Insurance Company and Hartford Life Insurance Company.

CNA Group Life Assurance Company



INSURANCE IN POLICY WITH YOUR WORLD

CNA Plaza
Chicago, Illinois 60685

A Stock Company

AMENDMENT

This Amendment is attached to and forms a part of Group Insurance Policy SR-83096651 effective January 1, 2005 (herein the Policy). The Policy is issued to University of Arkansas and its Domestic Wholly Owned Subsidiaries as Holder.

Effective January 1, 2005, the Policy replaces and supersedes Group Insurance Policy SR-83096651 effective January 1, 1997 (herein the Prior Policy). Letters of intent issued under the Prior Policy are hereby attached to, and form part of, the Policy.

All rights and obligations accruing on and after January 1, 2005 will be governed by the terms and conditions of the Policy. All rights and obligations accruing prior to January 1, 2005 will be governed by the terms and conditions of the Prior Policy.

This Amendment takes effect and ends at the same time as the Policy. Nothing herein contained will be held to alter, vary or affect any of the terms, provisions, or conditions of the Policy other than as above stated.

Signed for the CNA Group Life Assurance Company

A handwritten signature in black ink, appearing to read "John H. H. H.", is written over the printed name.
Chairman of the Board

CNA Group Life Assurance Company



INSURANCE IN TOUCH WITH YOUR WORLD

CNA Plaza
Chicago, Illinois 60685

A Stock Company

Holder: University of Arkansas and its Domestic Wholly Owned Subsidiaries

Policy Number: SR-83096651

Policy Effective Date: January 1, 2005

Anniversary Date: January 1

The Policy is issued in consideration of the payment of premium and the statements made in the Master Application.

We agree with the Holder to insure certain eligible persons under the Policy. We promise to pay benefits for loss covered by the Policy in accordance with its provisions.

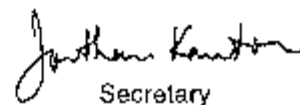
The Policy takes effect on the Policy Effective Date. All insurance periods will be computed from that date. The Policy remains in force for the period for which premium has been paid. It may be renewed for further successive periods by payment of premiums as stated in the Policy. We and the Holder have the right to non-renew the Policy as of January 1, 2006 or any later premium due date. At least 31 days prior written notice of such non-renewal must be provided.

All periods of insurance begin and end at 12:01 A.M., Standard Time, at the Holder's address.

ADDP-1AA

Signed for the CNA Group Life Assurance Company


Chairman of the Board


Secretary

Countersigned by _____
Licensed Resident Agent

Group Accidental Death and Dismemberment Policy
It Does Not Pay Benefits for Loss from sickness
Renewable with the Consent of the Company

SBGADD-P

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ATTACHMENTS:

- Master Application
- Certificate of Insurance

1CC-P

CLASSIFICATION AND DEFINITION

Eligible Classes

All individuals in the following classes are eligible for insurance:

All active, full-time employees of the Holder working in the United States of America.

Full-time means Actively Working an average of at least 20 hours per week for the Holder. All part-time, temporary, seasonal or retired employees of the Holder are not eligible.

ADDP-2AA

CONTRIBUTORY

The coverage provided under the Policy will be on the Contributory plan for:

- Accidental Death and Dismemberment Benefit
- Dependent Accidental Death and Dismemberment Benefit

The Insured must apply for such insurance and agree to make the required premiums.

ADDP-3AA

PREMIUM PROVISIONS

Premiums

The premium rates shall be as proposed by Us and agreed to by the Holder. As of the Policy Effective Date, the premium rates for the coverage provided are as follows:

	Monthly Rate
Employee Only Insurance	\$0.030 per \$1,000 of the Insured's Principal Sum
Employee and Family Insurance	\$0.050 per \$1,000 of the Insured's Principal Sum

The Policy is issued in consideration of the payment of the monthly premium. Premium is due on the Policy Effective Date, and thereafter on each premium due date. The premium due date is the 20th day the month following the month for which premium is being paid. Payment of the required premium by the due date will pay the Policy to the next premium due date. All premiums are to be paid by the Holder to Us or to Our duly authorized agent.

If a Covered Person's insurance:

- 1) becomes effective; or
- 2) changes in amount;

on other than a premium due date, premium will be charged for that person as of the next premium due date.

If a Covered Person's insurance ceases on other than a premium due date, premium must be paid for that person up to the next due date.

We have the right to change the premium rates on any premium due date in accordance with the Premium Rate Guarantee provision. We also reserve the right to inspect the Holder's books and records as they relate to the insurance under the Policy. This right to inspect the Holder's books and records will be exercised at reasonable times.

ADDP-5AA

Premium Rate Guarantee

We agree not to change the premium rates. Such agreement shall be valid until January 1, 2006 if:

- 1) there are no changes made to the Policy;
- 2) there is a minimum of 10 Insureds, and there is less than a 25% change to the number of Insureds since the effective date of the Policy; and
- 3) there are no new classes of employees, subsidiaries, affiliated employers or new acquisitions of the Holder added after the effective date of the Policy.

We have the right to change premium rates on any premium due date after January 1, 2006. We will give 31 days written notice of the change to the Holder before any change in rate will become effective.

ADDP-6AA

Grace Period

A grace period of 31 days from the premium due date is allowed for the payment of any unpaid premium. The Policy will remain in force during the grace period. If the premium is not paid by the end of the grace period, the Policy will terminate on that date. The Holder will continue to be liable to Us for any unpaid premium.

ADDP-7AA

TERMINATION OF POLICY

The Holder can terminate the Policy or a plan under the Policy by giving written notice to Us at least 31 days prior to the termination date.

We may terminate the Policy only if:

- 1) there is less than 60% participation of those Eligible Persons for a Contributory plan;
- 2) the Holder fails to perform any of its obligations that relate to the Policy;
- 3) there are fewer than 10 Insureds under the Policy; or
- 4) the Holder fails to pay any premium within the grace period.

If We terminate the Policy for reasons other than the Holder's failure to pay premium, a written notice will be delivered to the Holder at least 31 days prior to the termination date.

ADDP-8AA

ADDITIONAL PROVISIONS

Registry of Individuals

Upon Our request, the Holder must furnish Us with:

- 1) the names of all persons who are insured on the Policy Effective Date;
- 2) the names of all persons who become eligible for insurance after the Policy Effective Date;
- 3) names of all persons whose eligibility for insurance ceases before the Policy terminates; and
- 4) all data necessary to determine the premium for the Policy.

ADDP-9AA

Individual Certificates

We will deliver certificates of insurance to the Holder for issuance to each Insured. The certificate will state or describe the coverage provided, and to whom benefits are payable. It will also state the rights to which an Insured is entitled under the Conversion Privilege.

ADDP-10AA

Agency

For all purposes of the Policy, the Holder acts on its own behalf or as the Insured's agent. Under no circumstances will the Holder be deemed Our agent.

ADDP-11AA

CONTRACT PROVISIONS

Entire Contract

The Policy and the following documents form the entire contract between the parties:

- 1) the attached Master Application;
- 2) the attached Certificate of Insurance for each eligible class under the Policy;
- 3) the individual applications of the Insureds, if any; and
- 4) any attached papers.

ADDP-12AA

Policy Changes

No change to the Policy is valid unless it is approved in writing on the Policy by one of Our executive officers. No agent has the right to change the Policy or waive any of its provisions.

ADDP-13AA

Incontestability

All statements made by the Holder will be deemed representations and not warranties. Except for non-payment of premium, the Policy cannot be contested after 2 years from the Policy Effective Date.

ADDP-14AA



INSURANCE IN TOUCH WITH YOUR WORLD

Companies (herein CNA)

Continental Assurance Company
Continental Casualty Company
CNA Group Life Assurance Company

Insurance Products

Group Disability Income Group Hospital Indemnity
Group Life Group Dental
Group Accident Group Long Term Care
Group Medical

STATEMENT OF PRIVACY POLICY

The nature of insurance requires that insurers periodically gather individuals' personal information in order to properly underwrite, administer, or service insurance products. However, CNA recognizes that the protection of individuals' personal information under your group insurance policies is a matter of great importance. This notice explains our overall commitment to privacy with respect to nonpublic personal financial or health information (herein called "personal information").

Information We May Collect

We collect personal information about individuals where necessary to review, process or service requests for products, benefits or other services. For example, we may collect personal information to determine eligibility for coverage or benefits under one or more of our products.

Most information we collect is obtained from the policyholder or directly from the individuals in your group insurance program. Generally, we request identification information such as name, address, phone number, and social security number. Additional information may be collected from third parties, depending on the product or service. Third parties may include employers, insurance agencies or brokers, other CNA companies, information service companies, other insurers, consumer reporting agencies and health care providers. Information collected may relate to the individuals' finances, employment, health, avocations, or other personal characteristics.

How We May Disclose Collected Information

We use the collected information to carry out our normal business activities such as making coverage, service, benefit and other insurance-related decisions. As a result, we sometimes share information with CNA affiliates and nonaffiliated third parties to carry out our normal business activities, service your business, or in connection with offering additional products. Examples of nonaffiliated third parties include health care providers, employers, health information clearinghouses, other insurers and consumer reporting agencies. Affiliates are those companies within the CNA family of companies. They may include life insurers, property and casualty insurers, insurance agencies and brokers, third party administrators, information service companies, securities firms, broker/dealers and financial advisors. We may also share information with business partners with whom we jointly offer products.

Other than as described above, or otherwise permitted by law, we will not share personal information with nonaffiliated third parties without first giving an individual the opportunity to tell us that he or she does not want us to share his or her personal information. As a result, individuals need not do anything further at this time to enjoy the protections of this Privacy Policy.

We understand the sensitive nature of medical record information. As a result, we do not disclose an individual's medical record information (or information received from consumer reports) unless it is required to carry out our normal business activities, where such disclosure is required by law, or authorized by the individual whose information is being disclosed. Information that may be obtained from a report prepared by an insurance-support organization (such as a consumer report) may be retained by that organization and disclosed to other persons to the extent allowed by law.

How We Protect Information

CNA restricts access to personal information to those employees or service providers who need to know the information in order to provide products or services. We regularly review our security measures and employee education programs to help ensure the protection of personal information held in our records. When we share personal information with nonaffiliated third parties, we require that they have standards to keep the information private.

An individual has the right to request a review or correction of personal recorded information collected in connection with a request for insurance under your group insurance policy. Individuals may write to us for more information on how to exercise such rights. Our address is CNA Plaza, Attn: Group Benefits Compliance, Chicago, IL 60685.

General Terms of This Notice

This privacy policy is not in lieu of any other privacy notice issued by any other affiliate, business unit, department or division of CNA Financial Corporation. We reserve the right to change this privacy policy at any time. If our information sharing practices change, we will notify affected individuals and explain if any action may be required on their part. Please note that our overall commitment to privacy does not change even if our relationship with you has ended.

If you have any questions concerning this Statement of Privacy Policy, please contact us toll-free at 1-800-491-3817.

STATE SUPPLEMENT

The following policies apply only to those individuals in your group insurance program who reside in the referenced states.

Arizona and Maine

Except as otherwise permitted by law, we will not disclose collected personal information about an individual to a nonaffiliated third party with whom we jointly offer products without giving the individual an opportunity to tell us that he or she does not want us to share his or her personal information.

Minnesota and Montana

Except as otherwise permitted by law, we will not disclose collected personal information about an individual to a nonaffiliated third party with whom we jointly offer products without obtaining the individual's written authorization.

Montana

Upon written request, an individual who has authorized the collection of health information is entitled to receive a record of CNA's disclosures of any of his medical record information made within the preceding 3 years.

Oregon

An individual has the right to authorize disclosure of his or her personal information to an insurance company. An Oregon resident can exercise this right by requesting an authorization form in writing. Our address is CNA Plaza, Attn: Group Benefits Compliance, Chicago, IL 60685.

January 1, 2005

CNA Group Life Assurance Company



INSURANCE IN TOUCH WITH YOUR WORLD

CNA Plaza
Chicago, Illinois 60685

A Stock Company

MASTER APPLICATION

Application is hereby made to CNA Group Life Assurance Company for Accidental Death and Dismemberment Insurance by:

1) Applicant University of Arkansas and its Domestic Wholly Owned Subsidiaries

2) Address 2404 North University Avenue Little Rock AR 72207
(Street and Number) (City) (State) (Zip)

3) To be effective in the State of Arkansas and governed by the laws thereof.

4) Coverage Applied for:

- Accidental Death and Dismemberment Benefit
- Dependent Accidental Death and Dismemberment Benefit

5) Eligibility

The classes of individuals eligible for coverage are identified in the Policy.

6) Effective Date

The Policy applied for will become effective at 12:01 a.m. Standard Time at the Applicant's address, given herein, on January 1, 2005 provided this Application is accepted in writing by the CNA Group Life Assurance Company. It is agreed that the Policy cannot become effective until a deposit premium has been paid. The Applicant agrees that the Policy cannot become effective until at least 60% of the eligible individuals have enrolled in the contributory plan.

This Application is attached to and made a part of **Policy Number SR-83096651**.

University of Arkansas and its Domestic Wholly
Owned Subsidiaries

Applicant

Witness

Licensed Resident Agent

By _____
Signature Title Date

Any person who knowingly presents: 1) a false or fraudulent claim for payment of a loss or benefit; or 2) false information in a application for insurance, is guilty of a crime and may be subject to fines and confinement in prison.

Z3-140196-A03

Hartford Life Group Insurance Company

Home Office: 2 North LaSalle Street, Suite 2500
Chicago, Illinois 60602

A Stock Company



Executive Offices: 200 Hopmeadow Street
Simsbury, Connecticut 06089

ENDORSEMENT

CHANGE IN NAME OF UNDERWRITING COMPANY

**Policyholder: University of Arkansas and its
Domestic Wholly Owned Subsidiaries**

Policy Number: 83096651

This endorsement is made a part of, and terminates and takes effect at the same time as, the policy or certificate to which it is attached.

It amends the policy or certificate as stated below:

The name CNA Group Life Assurance Company is replaced with the name Hartford Life Group Insurance Company wherever it appears.

In all other respects, the policy and certificate to which this amendment is attached will remain the same.

Signed for Hartford Life Group Insurance Company

Christine Hayer Repasy, *Secretary*

Thomas M. Marra, *President*

LEGISLATURE OF NEBRASKA
ONE HUNDREDTH LEGISLATURE
SECOND SESSION

LEGISLATIVE BILL 1002

Introduced by Pahls, 31.

Read first time January 16, 2008

Committee: Banking, Commerce and Insurance

A BILL

1 FOR AN ACT relating to insurance; to require disclosure of
2 information by issuers of group health benefit plans
3 as prescribed; to provide a duty for the Revisor of
4 Statutes.

5 Be it enacted by the people of the State of Nebraska,

1 Section 1. (1)(a) An insurer or entity issuing a policy
2 or contract providing group health benefit plan coverages to a
3 group of fifty-one or more eligible employees shall provide to
4 the policyholder, contract holder, or sponsor of the group health
5 benefit plan or to an insurance producer authorized by and acting
6 on behalf of the policyholder, contract holder, or sponsor of
7 the group health benefit plan, upon request by the policyholder,
8 contract holder, or sponsor of the group health benefit plan or the
9 insurance producer, annually, but not more than three months prior
10 to the policy or contract renewal date, the total amount of actual
11 claims identified as paid or incurred and paid, and the total
12 amount of premiums by line coverage. If premiums are not billed for
13 each line of coverage, it is not necessary to artificially separate
14 premiums for each line of coverage and total premiums for the time
15 period covered by the information may be provided.

16 (b) The information required by this section shall be
17 provided for the immediately preceding twelve months.

18 (c) The information required by this section shall not
19 disclose any confidential information or otherwise disclose the
20 identity of an individual insured, subscriber, or enrollee who has
21 submitted a claim within the time period covered by the information
22 provided.

23 (2) For purposes of this section:

24 (a) Insurer or entity issuing a policy or contract
25 providing group health benefit coverages includes:

1 (i) The issuer of any group sickness and accident
2 insurance policy, group health maintenance organization contract,
3 or group subscriber contract delivered, issued for delivery, or
4 renewed in this state;

5 (ii) Any self-funded employee benefit plan to the extent
6 not preempted by federal law;

7 (iii) Any multiple employer welfare arrangement subject
8 to the Multiple Employer Welfare Arrangement Act; and

9 (iv) Any group health policy, group health contract, or
10 group health plan established for employees of the state or any of
11 its political subdivisions; and

12 (b) Line of coverage includes medical, prescription drug
13 card program, dental, vision, long-term disability, and short-term
14 disability.

15 (3) A violation of this section shall be subject to the
16 Unfair Insurance Trade Practices Act.

17 Sec. 2. The Revisor of Statutes shall assign section 1 of
18 this act to Chapter 44, article 3.

LB 1015

LB 1015

LEGISLATURE OF NEBRASKA
ONE HUNDREDTH LEGISLATURE
SECOND SESSION

LEGISLATIVE BILL 1015

Introduced by Nantkes, 46.

Read first time January 17, 2008

Committee: Judiciary

A BILL

1 FOR AN ACT relating to civil procedure; to amend section
2 25-21,185.07, Reissue Revised Statutes of Nebraska; to
3 change provisions relating to contributory negligence;
4 and to repeal the original section.
5 Be it enacted by the people of the State of Nebraska,

1 Section 1. Section 25-21,185.07, Reissue Revised Statutes
2 of Nebraska, is amended to read:

3 25-21,185.07 Sections 25-21,185.07 to 25-21,185.12 shall
4 apply to all civil actions for damages, to which contributory
5 negligence may be, ~~pursuant to law,~~ a defense that accrue pursuant
6 to law, accruing on or after February 8, 1992, for damages and
7 arising out of injury to or death of a person or harm to property
8 regardless of the theory of liability. Actions accruing prior
9 to February 8, 1992, shall be governed by the laws in effect
10 immediately prior to such date. Nothing in sections 25-21,185.07
11 to 25-21,185.12 shall be construed to limit wrongful death claims
12 brought pursuant to sections 30-809 and 30-810, but such claims
13 shall be subject to sections 25-21,185.07 to 25-21,185.12. Sections
14 25-21,185.07 to 25-21,185.12 shall not apply to an action under
15 the Nebraska Workers' Compensation Act nor to any person or entity
16 against whom recovery is barred by a statutory grant of immunity
17 from liability.

18 Sec. 2. Original section 25-21,185.07, Reissue Revised
19 Statutes of Nebraska, is repealed.