

Unum Life Insurance Company of America

2211 Congress Street, Portland, Maine 04122

CERTIFICATE OF COVERAGE

Policyholder.....Georgia Bankers Association
Policy Number.....GSR 11061
Division, Subsidiary or Affiliate Company(ies).....
Your Coverage Effective Date01/01/2004
Renewal Date.....01/01/2005
Eligible Group(s):

<u>Class</u>	<u>Description of Eligible Persons</u>
I	All regular full-time active employees of Member banks working 20 or more hours per week domiciled in the United States
II	Dependents of Class I insureds for whom written application is made domiciled in the United States
III	All employees insured in Class I for whom written application is made domiciled in the United States
IV	Dependents of Class III for whom written application is made
V	Non-employee directors not in Class I, II, III or IV whose names and ages and company affiliation are on file with the policyholder domiciled in the United States

Unum Life Insurance Company of America (referred to as We, Our, Us or Unum) welcomes You as a client.

This is Your certificate of coverage as long as You are eligible for coverage and You become insured. You will want to read it carefully and keep it in a safe place. If the terms and provisions of this certificate of coverage (issued to You) are different from the policy (issued to the Policyholder) the policy will govern. Your coverage may be changed in whole or in part. Only an officer of Unum can approve a change. The approval must be in writing and endorsed on or attached to the policy. Any other person, including an agent, may not change the policy or Your coverage or waive any part of it. This certificate of coverage is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the group policy, Unum has discretionary authority to determine Your eligibility for benefits and to interpret the terms and provisions of this policy. For purposes of effective dates and ending dates under the group policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the Policyholder's address.

AD&D BENEFIT SCHEDULE

Minimum Hours Requirement

You must be working at least 30.0 hours per week.

Waiting Period

For persons entering an eligible group after 01/01/2004

Class I	first day of the month following the date of employment
Classes II, III, IV	the next premium due date
Class V	first day of the month following the date of affiliation with the Policyholder

Rehire - If employment ends and You are rehired within 12 months, Your previous work while in an eligible group will apply toward the waiting period. Waive Waiting Period - If You have been continuously employed by Your employer for a period of time equal to Your waiting period, We will waive Your waiting period when You enter an eligible group. Credit Prior Service - Unum will apply any prior period of work with Your employer toward the waiting period to determine Your eligibility date.

Your Amount of AD&D Benefit

Class I	As selected; \$20,000.
Class II	The benefit for the spouse is an amount equal to 50% of the Insured's AD&D Benefit if there are no eligible children. An amount equal to 40% of the Insured's AD&D Benefit if there are eligible children. The benefit for each eligible child of an Insured is an amount equal to 10% of the Insured's AD&D Benefit if there is spouse coverage. An amount equal to 15% of the Insured's AD&D Benefit if there is no spouse coverage.
Class III	As selected; to a maximum amount of \$230,000 and a minimum amount of \$10,000. Amounts in \$10,000 increments as applied for by the insured and approved by Unum. Amounts in excess of \$250,000 cannot exceed ten (10) times the employee's annual earnings.
Class IV	The benefit for the spouse is an amount equal to 50% of the Insured's AD&D Benefit if there are no eligible children. An amount equal to 40% of the Insured's AD&D Benefit if there are eligible children. The benefit for each eligible child of an Insured is an amount equal to 10% of the Insured's AD&D Benefit if there is spouse coverage. An amount equal to 15% of the Insured's AD&D Benefit if there is no spouse coverage.
Class V	As selected; \$20,000.

AD&D Benefit Reductions: The AD&D Benefit for You and Your dependents will reduce as shown in the following Table:

Attainment of Age:	AD&D Benefit reduced to:
70	65% of the benefit
75	45% of the benefit
80	30% of the benefit
85	15% of the benefit

The reductions take place at the end of the calendar year in which You or Your spouse attain the stated age. You may not increase coverage after age 70.

No benefit will be payable under this certificate unless the Injury occurs while the certificate is in force.

DEFINED TERMS IN THIS CERTIFICATE

All defined terms are shown for the first time in bold throughout this certificate.

Active Employment means You are working for Your employer for earnings that are paid regularly and that You are performing the material and substantial duties of Your regular occupation. You must be working at least the minimum number of hours as described in this coverage. Your work site must be: 1. Your employer's usual place of business; 2. an alternative work site at the direction of Your employer; or 3. a location to which Your job requires You to travel.

Normal vacation is considered Active Employment. Temporary and seasonal workers are excluded from coverage.

AD&D Benefit means the total benefit amount for which a person is insured under this coverage, subject to the maximum benefit.

Aircraft means any vehicle or device that is used for aerial navigation in the earth's atmosphere.

Annual Earnings means Your gross annual income from the employer in effect just prior to the date of Loss. It does not include income received from commissions, bonuses, overtime pay or any other extra compensation, or include income received from services other than the Insured's employer.

Disabled means that You are not working in any occupation and due to Your Injury or Sickness are unable to perform the duties of any Gainful Occupation for which You are reasonably fitted by training, education or experience.

Doctor means: 1. a person performing tasks that are within the limits of his or her medical license; and 2. a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or 3. a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or 4. a person who is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction. Unum will not recognize You or Your spouse, children, parents, or siblings as a Doctor for a claim that You send to Us.

Injury means a bodily injury that is solely caused by external, violent and accidental means and is independent of any other cause.

Layoff or Leave of Absence means that You are absent from Active Employment for a period of time that has been agreed to in advance in writing by Your employer. Your normal vacation time or any period of disability is not considered a Layoff or Leave of Absence.

Loss means the following:

Loss of a hand means that all four fingers are cut off at or above the knuckles joining each to the hand.

Loss of a foot means that all of the foot is cut off at or above the ankle joint.

Loss of sight means one of the eyes is totally blind and that no sight can be restored in that eye.

Loss of thumb and index finger means that all of the thumb and index finger are cut off at or above the joint closest to the wrist.

Loss of speech means the total and irrecoverable loss of speech.

Loss of hearing means the total and irrecoverable loss of hearing in both ears.

With regard to paralysis (quadriplegia, paraplegia, hemiplegia), loss must be complete and irreversible as applied to the recovery of the use of such limbs.

Material and Substantial Duties means duties that: 1. normally are required for the performance of Your regular occupation; and 2. cannot be reasonably omitted or modified.

Payable Claim means a claim for which Unum is liable under the terms of the policy.

Policyholder means the organization named in the policy and this certificate. It includes any division, subsidiary or affiliate company also named in the policy and this certificate.

Regular Occupation means the occupation You are routinely performing when Your disability begins. We will look at Your occupation as it is normally performed, in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

Sickness means a sickness or disease which causes a disability which starts while the insurance is in force.

Waiting Period means the continuous period of time that You must be in Active Employment in an eligible group before You are eligible for coverage under the policy.

You, Your means the person named on the enrollment form.

WHO IS ELIGIBLE FOR COVERAGE

A person is eligible for coverage if You are working for or are a member of the Policyholder in an eligible group, on the later of the Policy Effective Date; or the day after completing the **Waiting Period**.

You are also eligible to elect Family Plan coverage for Your dependents at the time You select Your own coverage.

Dependents include You:

lawful spouse, including a legally separated spouse. A spouse cannot be covered as a dependent if he or she is enrolled for this coverage as an Insured.

unmarried, dependent children from live birth but less than age 19. Stillborn children are not eligible for coverage.

Unmarried dependent children age 19 or over but under age 25 also are eligible if they are full-time students at an accredited post-secondary institution of higher learning for full-time students beyond the 12th grade level ; or if they are incapable of self support due to being physically or mentally challenged. Proof of incapacity and dependency must be given to Us within 31 days after the child reaches 25. We may require periodic proof of the uninterrupted continuance of incapacity and dependency. After the first 2 years, We will not require such proof more often than once a year.

Children include Your own natural offspring, lawfully adopted children and stepchildren. They also include foster children and other children who are dependent on You for main support and living with You in a regular parent-child relationship. Your unmarried children who do not live with You, but are being provided benefits by You as required by a divorce decree are also covered. A child will be considered as Your adopted child or foster child on the date of placement in Your home. No dependent children may be covered by more than one person covered under the group policy. No dependent children can be covered as both a dependent and as another person under the group policy.

WHEN COVERAGE BEGINS

Your coverage will begin at 12:01 a.m. on the coverage effective date shown in this certificate.

If You are absent from work due to Injury, Sickness, **Layoff** or **Leave of Absence**, Your coverage will begin on the date You return to **Active Employment**.

If You are not working due to Injury or **Sickness**, and if premium is paid, You may continue to be covered for the benefits under the policy for 12 months.

If You are on a **Layoff**, and if premium is paid, You will be covered through the end of the month that immediately follows the month in which Your temporary Layoff begins.

If You are on a **Leave of Absence**, and if premium is paid, You will be covered through the end of the month that immediately follows the month in which Your Leave of Absence begins.

We will continue Your coverage in accordance with the employer's Human Resource policy on family and medical leaves of absence if premium payments continue and the employer approved Your leave in writing. Coverage will be continued until the end of the latest of: 1. the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments; or 2. the leave period required by applicable state law; or 3. the leave period provided to You for an Injury or sickness.

If the employer's Human Resource policy doesn't provide for continuation of Your coverage under the policy during a family and medical Leave of Absence, then Your coverage will be reinstated when You return to Active Employment. We will not apply a new **Waiting Period**.

When the Policyholder pays 100% of the cost of Your dependent coverage under the group policy, dependents will be covered at 12:01 a.m. on the date they are eligible for coverage.

When You and the Policyholder share the cost of dependent coverage under the group policy or when You pay 100% of the cost, the dependents will be covered at 12:01 a.m. on the later of:

1. the date the dependents are eligible for coverage, if You apply for insurance before that date; or
2. the date You apply for dependent insurance, if applied for within 31 days after the dependent's eligibility date.

A DESCRIPTION OF THE COVERAGE

Accidental Death and Dismemberment Benefit

If We approve the claim, We will pay You or Your beneficiary a benefit for a covered **Loss** which is the result of an **Injury**. The benefit will be paid only if: 1. Your death or Your dependent's death occurs within 365 days from the date of the accident; or 2. Your Injury or Your dependent's injury results in one or more covered Losses listed below within 365 days from the date of the accident.

The accident and the Injury must occur while You and Your dependent's are insured under the policy.

Covered Loss and Benefit Amount List

For Loss of Life	The AD&D Benefit
For Loss of:	
Both Hands or Both Feet or Sight of Both Eyes	The AD&D Benefit
One Hand and One Foot	The AD&D Benefit
One Hand or Foot and Sight of One Eye	The AD&D Benefit
Speech and Hearing	The AD&D Benefit
Quadriplegia (Total and irreversible paralysis of all four limbs).....	The AD&D Benefit
Paraplegia (Total and irreversible paralysis of both lower limbs)	Three Quarters The AD&D Benefit
One Hand or One Foot.....	One-Half the AD&D Benefit
Speech or Hearing.....	One-Half the AD&D Benefit
Sight of One Eye.....	One-Half the AD&D Benefit
Hemiplegia (Total and irreversible paralysis of	
One Arm and One Leg on the same side of the body)	One-Half the AD&D Benefit
Thumb and Index Finger of Same Hand.....	One-Quarter the AD&D Benefit
The most We will pay for any combination of Losses from any one accident is the AD&D Benefit .	

Enhancements of the AD&D Benefit

Coverage for Exposure and Disappearance

We will provide coverage if You sustain an Injury and are unavoidably exposed to the elements and as a result of the exposure suffers a Loss. We will presume You suffered Loss of life due to an accident if: 1. You are riding in a common carrier that is involved in an accident covered under this policy; and 2. as a result of the accident, the common carrier is wrecked, sinks, is stranded, or disappears; and 3. Your body is not found within one year of the accident.

Common Disaster Benefit

If We approve the claim, when We receive proof that both You and Your spouse have died as the result of Injuries sustained in the same accident, We will pay a benefit for common disaster in accordance with the beneficiary designation provision, or to the designated guardian for Your dependent children. Both deaths must occur within 90 days of the accident which caused the Injuries. We will increase Your spouse's AD&D Benefit to equal the amount of Your AD&D Benefit.

HOW TO CONVERT

If the policy is cancelled with Unum or changes so that You are no longer eligible, You may convert only the Accidental Death & Dismemberment Coverage described in the Description of Coverage, to a maximum of \$250,000. Enhancements of the Accidental Death & Dismemberment Benefit are not convertible. The converted amount will be determined by Unum. You are eligible to convert if currently insured under this policy for at least one year and You are not Disabled under the terms of the policy. Premiums for the current insurance will be based on: 1. Your attained age on the effective date of the individual policy; 2. the type and amount of insurance to be converted; 3. Unum's customary rates in use at that time; and 4. the class of risk to which You belong. The converted policy will take effect on the later of: 1. the date that Your insurance under the Policyholder's policy terminates; or 2. the date of Your application for the converted policy; or 3. the date Your premium for the converted policy is paid. To apply for conversion, You must ask the Policyholder for a conversion application form which includes cost information. Upon completion of the application, it must be sent with the first premium amount to:

Unum Life Insurance Company of America
 Special Risk Customer Service Department
 2211 Congress Street,
 Portland, Maine 04122

WHAT IS EXCLUDED FROM COVERAGE

We will not pay any claim for a loss that is caused by, contributed to by, or resulting from: intentionally self-inflicted injury while sane, or self inflicted injury while sane or insane; suicide (in Missouri, while sane), or any attempt at suicide; war or any act of war, declared or undeclared; service or full-time active duty in the armed forces

of any country or international authority; disease of the body, bodily or mental infirmity, or any bacterial infection other than bacterial infection due directly to an accidental cut or wound; operating, learning to operate, or serving as a member of a crew of an Aircraft; or while in any Aircraft operated by or under any military authority; or while in any Aircraft being used for a test or experimental purpose, or while in any Aircraft owned or leased by or on behalf of the Policyholder or any division, subsidiary or affiliate of the Policyholder, or by the Insured and members of his or her family or boarding or alighting from such Aircraft; This exclusion does not apply to: 1. transport type aircraft operated by the Military Airlift Command of the United States. 2. similar air transport service of any other country; active participation in a riot; You or Your dependent's voluntary use of any controlled substance. (This is defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments.) This exclusion will not apply if the controlled substance is prescribed for You by a Doctor and You take the controlled substance in accordance with Your Doctor's directions; an attempt to commit or commission of a crime under state or federal law; the voluntary ingestion of that percentage of alcohol in Your blood or Your Insured dependent's blood which raises a presumption that You or Your dependents were driving any vehicle used for transportation while under the influence of alcohol. The blood-alcohol level which raises this presumption is governed by the laws of the state in which the accident occurred;

HOW TO FILE A CLAIM

1. **Notice of Claim.** You or Your beneficiary, or someone on Your behalf, must give Us written notice within 90 days of the Loss. The notice must name You and the policy number.
2. **Claim Forms.** We will send the claimant Proof of Loss forms within 15 days after We get the notice. If the claimant does not get the Proof of Loss forms in 15 days he or she can send Us a detailed written report of the claim and extent of the loss. We will accept this report as a Proof of Loss if sent within the time fixed below for filing Proof of Loss.
3. **Proof of Loss.** Written Proof of Loss must be sent to Us within 90 days of the Loss or as soon as reasonably possible. In no event shall proof be furnished later than 1 year after the date that notice of claim is otherwise required, unless due to the legal incapacity of the claimant.

PAYMENT OF CLAIM

1. **Time of Payment.** We will pay claims for most Losses as soon as We get the Proof of Loss. Unless an optional periodic payment time is named, any Loss to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance which remains when Our liability ends will then be paid when We receive the Proof of Loss.
2. **Who We Will Pay (Beneficiary Designation).** All benefits, except Loss of life, will be paid to You. You have the right to name a beneficiary. A beneficiary has no interest in the policy other than to receive the benefits for Loss of life. You may change the beneficiary at any time unless Your interest has been assigned. Unless there has been an assignment, consent to change by a prior beneficiary is not needed. The naming of a beneficiary is not effective until entered on the records of the Policyholder. We are not responsible for the correctness of the records. If You do not name a beneficiary, or if all named beneficiaries die with or before You, We have the option of paying death benefits to Your estate or to Your surviving family members in the order listed below:
 - a. spouse;
 - b. child or children, equally, if living, otherwise to their descendants per stirpes;
 - c. parents, equally or to the survivor;
 - d. sisters or brothers, equally or to the survivor or survivors;
 - e. Your estate.
3. **Physical Examination and Autopsy.** For a pending death claim, We may have an autopsy performed unless forbidden by law. For other pending claims, We will require You or Your dependent to undergo:
 - a. a medical examination; and/or
 - b. a functional capacity examination; and/or
 - c. a vocational assessment and/or job skill analysis; and/or
 - d. a psychiatric examination; and/or
 - e. any related tests as are reasonably necessary to the performance of the examination by a Doctor or specialist appropriate for the condition at such time and place and with such frequency as required.

We have the right to select the examiner. We will pay for the examination, including the costs associated with Your or the dependent's travel to the examination, if the examination cannot be conducted locally.

We must be given the information which We need to determine if a benefit is payable and how much that benefit should be. We may require: 1. relevant portions of Your personal or business federal income tax returns; and/or 2. income statements; and/or 3. other statements or reports of receipts and payments; and/or 4. other related financial records. We also have the right to require a financial audit, if necessary, by a representative of Our choice.

GENERAL POLICY PROVISIONS

1. **Payment of Premium and Grace Period.**
 - a. **When Due.** Premium is due on the Premium Due Date. The premiums must be paid by the Policyholder to Unum in United States dollars.
 - b. **Grace Period.** The policy will continue in force for 31 days after the Premium Due Date if:
 - (1) the late payment is not the first premium payment; or
 - (2) We have not given notice to the Policyholder at least 31 days before the Premium Due Date that We will not renew the policy past the current paid-up period. Notice will be delivered or mailed to the Policyholder at the last mailing address in Our records.
2. **Termination of Policy.**
 - a. **Cancellation of the Policy.**
 - (1) The Policyholder may cancel this policy at any time by returning it, or giving written notice to Us stating the date cancellation is to take effect.
 - (2) By Us. We may cancel the policy by written notice delivered to, or mailed to, the Policyholder at the last mailing address in Our records. The notice will state the date and hour, not less than 31 days later, that cancellation is to take effect. Proof of mailing or delivery is sufficient proof of notice.
 - (3) Unearned Premiums. We will promptly refund any unearned premiums.
3. **Termination of Your or Your Dependent's Coverage.**
 - a. Your coverage will end on the earliest of the next Premium Due Date after:
 - (1) the date the policy is cancelled;
 - (2) the date You are no longer in an eligible group;
 - (3) the date the eligible group is no longer covered;
 - (4) the last day of the period for which You made any required contributions;

(5) the last day You are in Active Employment unless continued due to a covered layoff or leave of absence or due to an injury or sickness as described in this certificate;

b. Dependents' coverage ends on the earliest of:

- (1) the date the policy is cancelled;
- (2) the date You are no longer in an eligible group;
- (3) the date Your eligible group is no longer covered;
- (4) the last day of the period for which You made any required contributions;
- (5) the last day You are in Active Employment unless continued due to a covered layoff or leave of absence or due to an injury or sickness as described in this policy;
- (6) the date of Your death.

Coverage for any one dependent will end on the earliest of:

- (i) the date Your coverage ends;
- (ii) the date the dependent ceases to be an eligible dependent;
- (iii) for a spouse, the date of divorce or annulment.

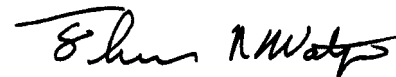
If Your coverage ends or a dependent's coverage ends, the termination of coverage will not affect a Payable Claim as long as it occurs while You or the dependent are covered under the policy.

4. **Legal Action.** No action on this policy may be brought until 60 days after written Proof of Loss has been given to Us. Any action must be started within 3 years (5 years in Kansas; 6 years in South Carolina) of the date the written proof is required to be submitted.
5. **Policyholder Records.** The Policyholder will keep a record of the vital facts of coverage for each insured employee. We may examine these records at reasonable times during the policy period and up to two years after the policy ends, or until all claims are closed, whichever is later. The Policyholder will report to Us within a reasonable time all changes in insured persons.
6. **Statements not Warranties.** Any statements made by the Policyholder or You will be considered a representation and not a warranty. We will not use a statement to deny or reduce a claim or cancel Your coverage from the original effective date unless it is in writing and signed by You.
7. **Conformity with Statute.** Terms of this policy in conflict with the laws of the state where it is delivered are amended to conform to such laws.
8. **Certificates.** We will issue individual certificates of insurance to the Policyholder for delivery to the persons insured by this policy. The certificates will state the main terms of the policy. The Policyholder will maintain a complete record of the persons insured under the policy.
9. **Changes.** A change in the policy is not valid until approved by one of Our officers and noted on or attached to this policy by Us and accepted by the Policyholder. No agent has authority to change or waive any terms of this policy. We will give written notice to the Policyholder at least 31 days in advance of a change.
10. **Changes in Your Coverage.** Once Your coverage begins, any increased or additional coverage due to a change in Your **Annual Earnings** or due to a change requested by the Policyholder will take effect on the first day of the month following the date of changed coverage. You must be in Active Employment or on a covered layoff or leave of absence. If You are not in Active Employment due to Injury or sickness, any increased or additional coverage due to a change in Your Annual Earnings or due to a change requested by the Policyholder will begin on the date You return to Active Employment. Any decrease in coverage will take effect immediately but will not affect a **Payable Claim** that occurs prior to the decrease.
11. **Fraud.** Unum will ensure that You and the Policyholder do not incur additional insurance costs as a result of the undermining effects of insurance fraud. Unum promises to focus on all means necessary to support fraud detection, investigation, and prosecution. It is a crime if You knowingly, and with intent to injure, defraud or deceive Unum or provide any information, including filing a claim, that contains any false, incomplete or misleading information. These actions, as well as submission of materially false information, will result in denial of Your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. Unum will pursue all appropriate legal remedies in the event of insurance fraud.
12. **Assignment of Interest.** You have the right to transfer the rights under this certificate to someone else. A transfer of rights is binding when We receive and register at Our office a written notice that has been signed by You. We will not be responsible for the legal, tax or other effects of any assignment, or for any action taken under the provisions of the policy before receiving and registering an assignment.
13. **The Contract:** This Policy, the Certificates of Coverage, the Insured's application, riders, endorsements, and any other attached papers represents the entire contract between the Insured and Us. Statements by agents or brokers are not part of this contract. Only an executive officer of this Company can approve a change in this Policy. No one else can change this Policy or waive any of its conditions.

Signed for the Unum Life Insurance Company of America.



Secretary



President