# **Africa** CONTINENTAL AMERICAN INSURANCE COMPANY 2801 Devine Street, Columbia, South Carolina 29205

800-433-3036

# RIDER TO GROUP TERM LIFE INSURANCE

# ACCIDENTAL DEATH, LOSS OF SIGHT AND DISMEMBERMENT BENEFIT

This Benefit is available to the Employee or Spouse as indicated in the Certificate Schedule. Losses covered by this Rider must occur prior to the termination date for it to be shown in the Certificate Schedule.

# **GENERAL INFORMATION**

We will pay an Accidental Death, Loss of Sight or Dismemberment Benefit if a/an Employee or Spouse shown on the Certificate Schedule suffers one of the losses shown below, as a result of an Accidental Injury that occurs while the individual's Certificate is In Force.

#### BENEFITS

#### Accidental Death Benefit

For Accidental Death, We will pay the Accidental Death Benefit shown on the Certificate Schedule.

#### Loss of Sight And Dismemberment Benefits

We will pay 50% of the Accidental Death Benefit shown on the Certificate Schedule for Accidental loss of:

- Both Hands;
- Both Feet;
- Sight of Both Eyes;
- One Hand and One Foot
- One Hand and Sight of one eye; or
- One Foot and Sight of one eye.

#### Seat Belt Benefit

For death resulting from a Motor Vehicle or Common Carrier Accident, We will pay 25% of the Accidental Death Benefit shown on the Certificate Schedule when the Insured is wearing a Seat Belt and:

- Driving or riding in a Motor Vehicle; or
- A Passenger on a Common Carrier.

This Benefit is in addition to other Optional Benefits.

#### DEFINITIONS

Common Carrier means a conveyance that:

- Is operated by a government-regulated or government-run business; and
- Transports persons for a fee.

Loss of Foot means the total and irrecoverable loss of use of the foot.

Loss of Hand means the total and irrecoverable loss of use of at least four fingers entirely on one hand.

**Loss of Sight** means clinically-proven, irreversible reduction of sight in both eyes as a result an Injury. The corrected visual acuity must be:

- Less than 20/200; or
- A visual field restriction to 20 degrees or less in both eyes.

There must be clear proof that blindness was due to an Injury, and that the condition has continued without interruption for a period of at least six (6) consecutive months after diagnosis.

No benefit will be paid if, in general medical opinion, surgery, a device, or implant could result in the partial or total restoration of sight.

The diagnosis must be made:

- By physical examination by an ophthalmologist; and
- After the Effective Date of Insurance.

Motor Vehicle means a vehicle licensed to operate on public roadways.

Racing means engaging in a contest of speed against one or more other persons.

**Seat Belt** means a manufacturer or dealer-installed safety device in a Common Carrier or Motor Vehicle consisting of a strap or harness that is intended to restrain an occupant during an Accident and reduce injuries.

#### LIMITATIONS AND EXCLUSIONS

The loss must occur within 180 days after the Accident.

This Benefit will terminate for the covered Employee when a Loss of Sight or Dismemberment Benefit is paid.

If two (2) or more losses covered by this Benefit result from one (1) Accident, We will pay only one (1) Benefit. That Benefit will be the largest amount available for any one (1) of the losses. This does not apply to the Seat Belt Benefit.

If two (2) or more Accidents cause losses covered by this Benefit, We will not pay more than 100% of the Accidental Death Benefit shown on the Certificate Schedule for all such losses combined. This does not apply to the Seat Belt Benefit.

This Benefit is not payable if a loss results from:

- was caused directly or indirectly, wholly or partly, from suicide or attempted suicide, whether same or insane, or any intentionally self-inflicted Injury; or
- resulted from or occurred while committing an assault or felony, or resisting or fleeing from arrest; or
- resulted from or occurred while participating in a riot or insurrection; or
- was caused by taking, absorbing or inhaling voluntarily poison, poison gas or fumes; or

- was intentionally inflicted by any person (If the Covered Person is an innocent bystander having no relationship to an altercation, it is covered.); or
- was incurred during travel, flight or descent from any kind of aircraft, unless the Covered Person was being transported as a fare paying passenger on a regularly scheduled flight (This exclusion does not apply to airline employees flying while working, traveling for pleasure or traveling to and from a job assignment); or
- was caused by disease, illness or bacterial infection (If the infection occurs because of an Injury, it is covered.);
- Substance abuse (This does not exclude a loss brought about by the use of drugs prescribed by and used as directed by a Physician.);
- War or act of war, whether declared or undeclared;
- Service in the armed forces of any country or organization or in units auxiliary thereto;
- Bacterial infection, unless the infection is caused by an Accident;
- Voluntarily taking, absorbing or inhaling poison, poisonous gas or fumes;
- Intoxication; or
- Racing a self-propelled vehicle on a racetrack, on a public road or at another place.

All Certificate provisions apply to this Rider, unless inconsistent with or changed by this Rider. The Incontestability Provision of the Certificate applies to this Rider from the Rider Issue Date.

Signed for the Company at its Home Office.

Teresa White, President

J. Matthew Loudermilk, Secretary



# **CONTINENTAL AMERICAN INSURANCE COMPANY**

Columbia, South Carolina 800.433.3036

# Endorsement to Policy and Certificate of Insurance

This Endorsement alters the Policy and the Certificate to which it is attached. Unless specifically addressed by this Endorsement, all other Policy and Certificate provisions, definitions, and terms continue to apply.

Continental American Insurance Company's mailing addresses for claims and premium payments are changed as listed below.

Notice of Claim and Proof of Loss should be mailed to the Company at:

P.O. Box 84075, Columbus, Georgia, 31993-9103

Premium Payments should be mailed to the Company at:

P.O. Box 84069, Columbus, Georgia, 31908-4069

If applicable, references to 2801 Devine Street, Columbia, SC 29205 are deleted.

Signed for the Company at its Home Office,

Teresa White, President

J. Matthew Loudermilk, Secretary

# **Africa** CONTINENTAL AMERICAN INSURANCE COMPANY 2801 Devine Street, Columbia, South Carolina 29205 800-433-3036

# GROUP TERM LIFE INSURANCE CERTIFICATE NON-PARTICIPATING

# **READ YOUR CERTIFICATE CAREFULLY**

#### **INSURING INFORMATION**

Continental American Insurance Company has issued a Group Term Life Insurance Policy ("the Policy") to the Policyholder.

This is a Certificate issued under the terms of the Policy. It is a summary of the Policy.

Provisions that are in the Policy but not in this Certificate are:

- Renewal, Amendment and Termination of Policy;
- Voluntary Termination;
- Premium Provisions; and
- Some General Provisions.

If the Policy and this Certificate differ, the Policy will govern. On request, the Policyholder will provide You with the Policy or a copy of it for review.

# ACCELERATED BENEFITS MAY BE TAXABLE. IF SO YOU OR YOUR BENEFICIARY MAY INCUR A TAX OBLIGATION. AS WITH ALL TAX MATTERS, YOU SHOULD CONSULT YOUR PERSONAL TAX ADVISOR TO ASSESS THE IMPACT OF THIS BENEFIT.

# Term Life Insurance Renewable to Attained Age 95 Portability to Attained Age 70

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# SECTION I ELIGIBILITY

#### Eligibility To Enroll

You are Eligible to Enroll when You:

- Are a member of a Class of Eligible Employees listed on the Policy Schedule; and
- Meet the Eligibility Requirements shown in the master policy.

#### SECTION II EFFECTIVE DATE OF INSURANCE

Because the Policy coverage is Contributory, coverage begins on the Date of Certificate shown in the Certificate Schedule if:

- You meet the Eligibility Requirements shown in the master policy ;
- You have completed an Enrollment Form, if required;
- Enrollment has been approved by Us; and
- The First Premium is paid ; . and
- You are in the Active Employment of the Policyholder on the Date of Certificate.

However, if You do not Enroll, insurance will not become effective until the first day of the Calendar Month following a later enrollment.

We may require Evidence of Insurability if enrollment takes place more than 30 days after You first become Eligible.

We and the Policyholder may agree on a different method for determining the Effective Date that will result in an earlier or later Effective Date. We must agree in advance and in writing to any different method for determining the Effective Date.

Evidence of Insurability may be required based upon agreement between the Policyholder and Us.

#### SECTION III BENEFITS

Benefits offered are shown in the Application for the Policy. Benefits that the Policyholder has selected for availability to Eligible Employees are also shown in the Application for the Policy. The Application is attached to and made a part of the Policy. The Schedule attached to the Policy shows the Benefits selected by the Policyholder and agreed to by Us.

Benefits selected by You are shown on Your Enrollment Form if required and, if approved by Us, in the Certificate Schedule.

All Benefits of the Policy are subject to the Benefit Conditions, Limitations and Exclusions provision.

# SECTION IV LIFE INSURANCE

#### A. Term Life

The term life insurance that is offered to You and Eligible Dependents under the terms of the Policy is available with 10, 20, or 30-year Planned Level Premiums. With Our agreement, the Policyholder selects the option(s) available to You. Options available to You are shown in the application for the Policy.

• Because You elected the 10-year Planned Level Premium Period coverage may renew coverage once for an additional Planned Level Premium Periods of 10 years or until eligibility for coverage under the Policy ends, if earlier. Planned Level Premiums at renewal will be based on then Attained Age rates. Premiums at the end of the second Planned Level Premium Period will increase annually based on then Attained Age rates until eligibility for coverage under the Policy ends.

Renewals are subject to the right of either the Policyholder or Us to terminate the Policy as stated in the Policy Renewal, Amendment and Termination of Policy Provision.

#### Amount of Life Insurance

While the Policy and this Certificate are In Force, We provide You with the Amount of Life Insurance shown on the Certificate Schedule.

We will pay this Benefit when We receive Proof of Loss showing that You have died.

#### **B.** Basic Accidental Death, Loss of Sight and Dismemberment Benefit

We will provide the Benefit described. The Benefit is available to those Covered Persons designated in this Certificate as covered for Basic Accidental Death, Loss of Sight and Dismemberment. Losses covered by this Benefit must occur prior to the termination date shown in the Certificate Schedule.

#### **General Information**

We will pay a Basic Accidental Death, Loss or Sight or Dismemberment Benefit if a Covered Person suffers accidental loss of life, accidental loss of both hands, or both feet, sight of both eyes, or one hand and one foot, or one hand and sight of one eye, or one foot and sight of one eye as a result of an Accidental Injury that occurs while the individual is a Covered Person.

# Benefits

When We receive Proof of Loss documenting a covered Accidental Death, Loss of Sight or Dismemberment, We will pay the Beneficiary the Benefits indicated below:

For accidental loss of life, We will pay 10% of the Amount of Life Insurance for this Benefit shown on the Certificate Schedule.

For accidental loss of both hands, or both feet, sight of both eyes, or one hand and one foot, or one hand and sight of one eye, or one foot and sight of one eye, We will pay 5% of the Amount of Life Insurance for this Benefit shown on the Certificate Schedule.

# Limitations and Exclusions

Loss must occur within 180 days after the Accidental Injury.

This Benefit terminates for the Covered Person when this Benefit is paid.

If two or more losses covered by this Benefit result from any one bodily Injury, We will pay only one Benefit. That Benefit shall be the largest available based on the losses suffered by the Covered Person.

No Basic Accidental Death, Loss of Sight or Dismemberment Benefit is payable when the death or loss:

- was caused directly or indirectly, wholly or partly, from suicide or attempted suicide, whether same or insane, or any intentionally self-inflicted Injury; or
- resulted from or occurred while committing an assault or felony, or resisting or fleeing from arrest; or
- resulted from or occurred while participating in a riot or insurrection; or
- was caused by taking, absorbing or inhaling voluntarily poison, poison gas or fumes; or
- was intentionally inflicted by any person (If the Covered Person is an innocent bystander having no relationship to an altercation, it is covered.); or
- was incurred during travel, flight or descent from any kind of aircraft, unless the Covered Person was being transported as a fare paying passenger on a regularly scheduled flight (This exclusion does not apply to airline employees flying while working, traveling for pleasure or traveling to and from a job assignment); or
- was caused by disease, illness or bacterial infection (If the infection occurs because of an Injury, it is covered.).

# C. Accelerated Benefit for Terminal Illness

YOU SHOULD SEEK THE ASSISTANCE OF A PERSONAL TAX ADVISOR PRIOR TO MAKING A CLAIM FOR THE ACCELERATED BENEFIT FOR TERMINAL ILLNESS IN ORDER TO DETERMINE ANY TAX IMPACT.

We will provide the Benefit described. The Benefit is available to the Insured designated in the Certificate Schedule as covered for this Benefit. Losses covered by this Benefit must be diagnosed prior to the termination date for it shown in the Certificate Schedule.

#### **General Information**

This Benefit provides accelerated payment of the Amount of Life Insurance for the Covered Person if diagnosed with a Terminal Illness while covered by the Policy and this Certificate.

If this Accelerated Benefit is paid, the Amount of Life Insurance for the Covered Person payable at death will be reduced by the amount of Accelerated Benefit paid. If the Accelerated Benefit paid is equal to the Amount of Life Insurance for the Covered Person, insurance on that person terminates and nothing will be paid at their death.

#### Benefit

When We receive Proof of Loss showing that the Covered Person has a Terminal Illness while the Policy and this Certificate are In Force, We will pay the Beneficiary the Accelerated Benefit for Terminal Illness shown on the Certificate Schedule.

When a Claim is paid, We will provide an explanation of Benefits showing the dollar amount of the Benefit paid and the remaining Amount of Life Insurance available for the Covered Person.

**Terminal Illness** means a Sickness that will, with a reasonable degree of medical certainty, result in death of a Covered Person under the Policy within six (6) months from the date the attending Physician signs a Claim form.

The attending Physician must confirm that You or a covered Eligible Dependent suffers from a Terminal Illness commencing while the Policy and this Certificate are In Force.

#### Limitations and Exclusions

We must receive consent of all irrevocable Beneficiaries.

We must receive a Claim form for this Benefit during the lifetime of the Terminally Ill Covered Person.

Only one Accelerated Benefit for each Terminal Illness shall be paid on behalf of the Covered Person per lifetime.

A Physician must diagnose a covered Terminal Illness.

The Accelerated Benefit for Terminal Illness is only payable during the lifetime of the Terminally Ill Covered Person. We will not be liable for any payment made or action taken by Us before We receive and acknowledge notice of the death of the Terminally Ill Covered Person.

The Accidental Death, Loss of Sight and Dismemberment Benefit provided by the Policy will not increase or decrease the Accelerated Benefit for Terminal Illness.

If two or more Accelerated Benefits are payable on behalf of the same Covered Person under the Policy for the same or related Sickness, Injury, or other loss, We will pay only one Accelerated Benefit. You are entitled to choose the Accelerated Benefit that We will pay.

The sum of all Accelerated Benefits payable under this Certificate and its Optional Benefit and Riders shall not exceed the Amount of Life Insurance shown on the Certificate Schedule for a Covered Person during the entire time that the Certificate insuring a Covered Person is In Force.

# SECTION V OPTIONAL BENEFIT - Total Disability Waiver of Premium (Employee Only)

If this Benefit is shown on the Certificate Schedule, then We will provide the Benefit described. The Benefit is available in the event You are Total Disabled. Losses covered by Benefit must occur prior to Your Attained Age 60.

#### Benefit

If You become Totally Disabled by a covered Accidental Injury or Sickness prior to Your Attained Age 60, We will waive certain Premiums.

#### Premiums to be Waived

Premiums will be waived from the date of Total Disability after We receive Proof of Loss showing that covered Total Disability has continued for six (6) consecutive months.

When a Claim is filed and approved for this Benefit, all Premiums under the Certificate for You and covered Eligible Dependents that fall due on or after the date of Total Disability will be waived, and refunded if previously paid. Premiums will be waived in accordance with the mode of Premium payment in effect on the date of the Total Disability began.

Pending Our approval of a Claim for Waiver of Premium, Premiums should be paid as they fall due.

#### **Limitations and Exclusions**

Premiums are only waived in the event of a Total Disability suffered by the named Employee shown on the Certificate Schedule.

This Benefit shall not cause Your coverage or that of covered Eligible Dependents to continue beyond the earliest of any of the following dates:

- The date on which You request termination, if the Policy provides Contributory insurance;
- The date on which the Policy is terminated;
- The date on which the Employee's class is no longer included for insurance;
- The end of the Planned Level Premium Period or renewal(s) of the Planned Level Premium Period allowed by the Policy; or
- You Attained Age 65.

Premiums will not be waived under this Benefit if Total Disability:

- Was caused directly or indirectly, wholly or partly, from suicide or attempted suicide, whether sane or insane, or from any intentionally self-inflicted Injury;
- Resulted from or occurred while committing an assault or felony, or resisting or fleeing from arrest;
- Resulted from or occurred while participating in a riot or insurrection;
- Was caused by taking, absorbing or inhaling voluntarily poison, poison gas or fumes;
- Was intentionally inflicted by any person (If You are an innocent bystander having no relationship to an altercation, it is covered.);
- Was incurred during travel, flight or descent from any kind of aircraft, unless You were being transported as a fare-paying passenger on a regularly scheduled flight (This exclusion does not apply to airline employees flying while working, traveling for pleasure or traveling to and from a job assignment);
- Results from neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder without demonstrable organic cause (This does not exclude Alzheimer's disease, Parkinson's disease or senile dementia.); or
- Results from substance abuse (This will not exclude a condition brought about by Your use of drugs prescribed by and taken in accordance with the directions of a Physician.).

# SECTION VI DEATH BENEFIT PROVISION

#### **Death Proceeds**

Upon receipt of proof of death of a Covered Person, We will pay the Death Proceeds to the Beneficiary.

The amount of Death Proceeds is the sum of:

- the Amount of Life Insurance shown on the Certificate Schedule for the Covered Person;
- any Life Insurance provided by an Optional Benefit Rider;
- the portion of Premium paid for a period beyond the month in which the Covered Person died; and
- interest on the Death Proceeds to the extent prescribed by law or regulation in the state of residence of the Beneficiary;

Less:

- Unpaid Premium due before the date of death of the Covered Person; and
- Any Accelerated Benefit paid on behalf of the Covered Person under a Benefit or Optional Benefit of the Policy.

# SECTION VII BENEFIT CONDITIONS, LIMITATIONS AND EXCLUSIONS

If a Covered Person, whether sane or insane, dies by suicide within two years of the Date of Certificate, Our liability for Death Proceeds is limited to the Premiums paid.

# **Total Disability Waiver of Premium**

Any loss due to a Pre-existing Condition will not be covered if the loss begins within 12 months after the Your Effective Date of Insurance. However, premiums may be waived due to a Pre-existing Condition of a Employee who was covered:

- by a Replaced Policy; and
- by this Policy on its Initial Effective Date.
- 1. We will review the claim. If this Policy's Pre-Existing Condition Exclusion has been satisfied We will waive premiums.
- 2. If You do not satisfy the Policy's Pre-Existing Condition Exclusion, but can satisfy the Replaced Policy's pre-existing condition exclusion giving credit for all time insured under both policies; then We will waive premiums.
- 3. If You do not satisfy the Pre-Existing Condition Exclusion of this Policy or that of the Replaced Policy, premiums will not be waived.

# SECTION VIII CLAIM PROVISIONS

You, the Claimant or an authorized representative of either may submit Claims under this Certificate.

# Beneficiary

Primary Beneficiaries surviving You will receive the Death Proceeds and Accidental Death Benefits on Your life. Surviving contingent Beneficiaries are paid only if no Beneficiary in the prior class survives You. If more than one Beneficiary in a class survives You, they will share equally, unless Your designation provides otherwise. If there is no Beneficiary surviving You, or if no Beneficiary is named, then Your estate will be paid.

A Beneficiary is deemed to have survived You when that Beneficiary has survived to receive payment. You are the Beneficiary of any Life Insurance payable on the life of another Covered Person.

You are the Beneficiary of any Loss of Sight or Dismemberment Benefit payable.

Your Employer that remits Premiums to Us will receive Premium refunds that may be due under any Total Disability Waiver of Premium Benefit.

If You do not live to receive a payment, that payment shall be paid to Your estate.

# Notice of Claim

Written notice of Claim must be given to Us within 30 days after the date of loss. If that is not possible, We must be notified as soon as it is reasonably possible to do so.

When we receive written notice of Claim, We will send Claim forms. If You do not receive the claim forms within 15 days after the notice is sent, written proof of Claim can be sent to Us without waiting for the forms.

# **Proofs of Loss**

Proof of Loss must be given to Us within 180 days after a loss occurs or starts.

If it is not possible to give proof within these time limits, it must be given as soon as reasonably possible. Proof of Claim may not be given later than one year after the time proof is otherwise required, except if the individual is legally unable to provide Proof of Loss.

Proof of Loss includes a Claim form or other documentation satisfactory to Us.

Proof of Loss may also include statements completed by the Insured and/or the Claimant, the Policyholder and the attending Physician documenting:

- the nature of the loss;
- the date, or inclusive dates, of loss;
- the cause of loss; and
- for Life Insurance Death Proceeds, a certified copy of the deceased Covered Person's death certificate.

For Benefits that provide periodic payments, We may require Proof of Loss on a monthly basis unless it is not reasonably necessary to do so.

For Claims under the Total Disability Waiver of Premium Benefit:

- We may require Proof of Loss on a monthly basis if You are Totally Disabled; and
- We will not require Proof of Loss on a monthly basis when it is no longer reasonably necessary to do so.

On request, We will tell You, the Claimant or the Beneficiary what forms or documents are required.

We may require authorizations to obtain medical and psychiatric information as well as non-medical information, including personal financial information.

We will provide You or the Claimant with a Claim form upon request. You are responsible for the cost of obtaining a completed Claim form.

We may request additional Proof of Loss such as records of hospitals and Physicians. We will be responsible for the cost of obtaining such records.

#### **Examination and Autopsy**

We, at Our own expense, will have the right and opportunity to have a Claimant examined by a Physician of Our choice. This right may be exercised as often as reasonably required. We, at Our own expense, will have the right to have an autopsy performed in the case of death, where autopsy is not forbidden by law.

#### **Time of Payment of Claims**

All Benefits payable under the Certificate will be paid as soon as We receive Proof of Loss acceptable to Us.

# **Payment of Claims**

All Benefits are payable as stated in the Beneficiary section of the Claim Provisions.

When a Claim for an Accelerated Benefit is paid, We will provide an explanation of Benefits showing the dollar amount of the Benefit paid and the remaining Amount of Life Insurance available for the Covered Person on whose behalf the Benefit was paid.

When a Claim is paid as a result of the death of a Covered Person, We will provide an explanation itemizing how the Benefit was calculated.

# SECTION IX TERMINATION OF YOUR INSURANCE

You and any covered Dependents will cease to be insured under the Policy and the Certificate on the earliest of the following dates:

- the date on which You request termination, if the Policy provides Contributory insurance;
- the date on which the Policy is terminated;
- the date on which You are no longer in an eligible class;
- the date on which Your class is no longer included for insurance;
- the end of the period for which the last required contribution for Your insurance has been paid;
- the date on which Active Employment ends or Your Retirement Date, subject to the Continuation of Insurance Provision; or
- Your death.

Termination of Your insurance is without prejudice to any Claim that occurred or commenced prior to the date of such termination.

The Continuation of Insurance Provision, the Conversion Provision, and the Portability Provision, if available, provide certain rights at times when Your coverage would otherwise end as required by the Termination of Insurance Provision.

# SECTION X CONTINUATION OF INSURANCE

Insurance may be continued under certain conditions when the Insured is no longer an Eligible Employee. The Policyholder must treat all Employees in the same way when continuing coverage.

#### As Required by Law or Regulation

The Policyholder will continue insurance on Covered Persons if required to do so by state or federal law or regulation.

The Company does not have, nor does it assume, either expressly or impliedly, a responsibility for any such Policyholder obligation.

#### For Illness or Accidental Injury

The Policyholder may continue insurance for Insured persons absent form work due to Total Disability. This continuation will end on the earliest of the following dates:

- 180 days after Total Disability began;
- the date from which We approve a Waiver of Premium, if applicable; or
- the Policy termination date.

# Portability

If Your coverage is terminated for any reason other than Your death, You may continue coverage under the Policy subject to the Benefit Conditions, Limitations and Exclusions and by Premiums when due for as long as the Group Policy remains in force. We must receive the first Premium within 31 days after coverage terminated. The Group Policy must be in force on the date that You port coverage.

Subject to the Benefit Conditions, Limitations and Exclusions provision, You may port Benefits when You are:

- less than Age 70 and
- no longer a member of the eligible Class.

#### SECTION XI ASSIGNMENT AND BENEFICIARY PROVISIONS

#### Assignment

You may not assign Your Certificate or allow it to be assigned.

#### Beneficiaries

The Beneficiary section in the Claim Provisions describes how Benefits are paid to Beneficiaries.

The primary beneficiary and any contingent Beneficiary for Life Insurance and Accidental Death Insurance covering You are named on the Enrollment Form for coverage under the Policy. You can change any Beneficiary during Your lifetime unless an Irrevocable Beneficiary is named.

A change in Beneficiary must be made by filling a written request satisfactory to Us. The change will be effective as of the date it was signed, but We will not be liable for any action taken before notice is received and recorded at the Home Office. If no Beneficiary is named, the Your estate will be paid.

#### **Facility of Payment Provision**

Any benefit becoming due because of the death of the Insured will be payable to the beneficiary designated by the Insured, subject to the provision of the policy. If there is no beneficiary, and subject to any right reserved by the company to pay at its option a part of the benefit not to exceed two hundred fifty dollars (\$250.00) to any person appearing to the company to be entitled by having incurred funeral or other expenses to the last illness or death of the Insured.

# SECTION XII GENERAL PROVISIONS

#### **Agreements and Policy Changes**

No change in the Policy shall be valid unless made by endorsement or amendment. Such a change is valid only if signed by Our Chairman, Chief Executive Officer, President, or Vice President.

No other person can waive any Policy terms or make any agreements about the Policy that are binding on Us.

# **Clerical Error**

No Clerical Error by the Policyholder will:

- delay the Effective Date of a Covered Person's insurance
- end insurance otherwise validly In Force; or
- continue insurance otherwise validly terminated.

# **Conformity with State Statutes**

Any Policy wording that, on the Initial Effective Date, is in conflict with the statutes of the Situs State is hereby amended to conform with the minimum requirements of such statutes.

# **Entire Contract**

The Policy, the Policyholder's Master Application, enrollment forms and Evidence of Insurability, if required, as well as any endorsements and amendments shall make up the entire contract.

Statements made by the Policyholder or Insured shall be deemed representations and not warranties.

# **Evidence of Insurability**

We may require evidence that a person meets our underwriting standards for this insurance.

# **Grace Period**

The Policy has a Grace Period of thirty-one (31) days for the payment of any Premium due except the first.

During the Grace Period, the Policy is In Force, unless the Policyholder gives Us written notice to cancel it before the end of the Grace Period. The Policyholder shall be liable to Us for the payment of a pro-rata Premium for the time the Policy was In Force during the Grace Period.

# Incontestability

The validity of the Policy will not be contested except for nonpayment of Premiums after it has been In Force for two (2) year(s) from its Initial Effective Date.

In the absence of fraud, no statement made by any person insured shall be used in any contest unless a copy of the statement is or has been furnished to:

- the person insured; or,
- in the event of death or incapacity of the person insured, to His beneficiary or personal representative.

Except for claims incurred within two (2) year(s) after a Covered Person's Effective Date of Insurance, no statement except a fraudulent statement, made by any person insured when applying for insurance will be used to contest the validity of that insurance after:

- the insurance has been continuously In Force for two (2) years during the lifetime of the person insured; and
- unless it is contained in a written form signed by the Insured.

This provision shall not preclude the assertion at any time of defenses based upon Policy provisions that relate to eligibility for coverage.

# Legal Actions

Legal Action cannot be taken against Us:

- Sooner than 60 days after due Proof of Loss has been filed; or
- More than 3 years after the time written Proof of Loss is required to be filed according to the terms of the Policy.

#### **Misstatement of Age**

If the Age of a Covered Person has been misstated and if the amount of Premium is based on Age, an adjustment of Premiums shall be made based on the Covered Person's true Age. If Age is a factor in determining eligibility or amount of insurance and there has been a misstatement of Age, the insurance coverages or amounts of Benefits, or both, for which the Covered Person is insured shall be adjusted in accordance with the Covered Person's true Age. Any misstatement of Age shall neither continue insurance otherwise validly terminated nor terminate insurance otherwise validly In Force.

If it is determined after the death of a Covered Person that the Covered Person's Age was misstated, the Amount of Insurance will be that which the Premiums would have purchased at the correct Age.

#### **Non-Participating**

The Policy is a non-participating policy. We will not pay dividends on the Policy.

# SECTION XIII DEFINITIONS

For the purposes of the Certificate when these words are used in the Certificate, they have the meanings stated.

Accident (Accidental) means a sudden, unexpected, violent and external event that causes bodily Injury to a Covered Person.

Actively At Work (Active Employment) means the person must be working:

- on a full-time basis and paid regular earnings;
- at least the minimum number of hours shown in the Certificate Schedule;
- at the Employer's usual place of business; or
- at a location to which the Employer's business requires the person to travel.

A person must be considered Actively At Work if the Employee was actually at work on the day immediately preceding:

- a weekend;
- holidays;
- paid vacations;
- any non-scheduled work day;
- excused leave of absence (except medical leave and lay-off); or
- emergency leave of absence (except emergency medical leave required by His Illness or Injury).

**Application** means the forms the Policyholder completed when applying for the Policy that are attached to the Policy.

Age means the Age of a Covered Person on His last birthday as of the Initial Effective Date.

If coverage is effective after the Initial Effective Date, Age means Age as of the last birthday preceding the request for insurance coverage.

Attained Age means the Age of the Employee stated on the Certificate, plus the number of completed Certificate years.

The Attained Age of any other Covered Person is the person's Age on the Date of Certificate, plus the number of completed Certificate years.

**Beneficiary** means the Person or Persons the Employee names to receive the Death Proceeds in the event of the Employee's death. For benefits payable other than at the Employee's death, Beneficiary means the Employee.

Calendar Month means any of the named months, January through December.

Calendar Year means a 12 month period, January 1 through December 31.

**Certificate of Insurance (Certificate)** means the document We issue for delivery to each Insured stating the protection to which He is entitled, to whom We will pay Benefits and a statement of any family member's or dependent's coverage.

**Child (Children)** means a person who is primarily dependent upon and living with the Insured in a permanent parent-child relationship and a:

- Natural or adopted child of the Insured or Spouse;
- Child placed with the Insured for adoption; or
- Stepchild of the Insured.

Child does not include a:

- Person not meeting the above Child definition;
- Child living outside of the United States (unless living with an Insured); or
- Child on active military duty for a period in excess of 30 days.

**Claim** means any request for a Policy Benefit, made by a Claimant or by a representative of the Claimant that complies with the Policy's procedures for making Benefit Claims.

Claimant means a Covered Person who makes a Claim under the Policy.

**Contributory** means coverage under the Policy for which the Employee is paying a portion of the Premium. The Schedule Page indicates if Employee contributions are required.

Covered Employee means the Eligible Employee, when covered by the Policy.

**Covered Person** means an eligible Employee or Eligible Dependent who is covered under the Policy. Persons eligible for coverage are shown on the Schedule.

Eligible Dependents means a Spouse, His Child(ren) and the Child(ren) of an Eligible Employee.

We must approve eligibility of the Spouse and Child(ren) of a/an Employee.

Each such person must meet the Eligibility requirements shown in the Certificate Schedule.

If a Child is covered by the Policy, the Child's Eligibility will not end if the Child is and remains:

- Unmarried;
- Incapable of self-sustaining employment due to mental incapacity or physical handicap; and
- Chiefly dependent on the Employee or Spouse for support.

However, in no event will Eligibility or coverage of any Child continue beyond the date that the Employee's coverage ends.

The Employee must furnish Us with proof of physical or mental incapacity within 31 days after the Child's Eligibility would otherwise end. Thereafter, We may require proof, but not more frequently than annually.

Eligible Employee means a person who:

- Is in Active Employment of the Policyholder; and
- Meets the Enrollment Eligibility and Waiting Period provisions shown in the application.

Eligible Person means someone who:

- Is a Member in good standing of the Policyholder; and
- Meets any other Eligibility Requirements for Eligible Members shown on the Certificate Schedule.

**Employer** means an entity that employs a workforce of persons in Active Employment. Employer includes any division, subsidiary or affiliated company named in the Application.

**Enroll** means application by an Eligible Employee for Policy coverage. By agreement between the Company and the Policyholder, Enrollment may:

- Require completion of an Enrollment Form by the Eligible Employee;
- Be automatic, in which case it is not necessary for the Eligible Employee to complete an Enrollment Form; and
- Require Evidence of Insurability.

**Evidence of Insurability** means a form acceptable to Us showing that a person meets Our requirements for coverage under the Policy.

**Home Office** means the Executive Offices of Continental American Insurance Company, 2801 Devine Street, Columbia, SC, 29205.

In Force. The policy is In Force as of its Effective Date when:

- The Employer's Application for Insurance is approved by Us;
- The Policy is issued; and
- The first Premium is paid to Us.

The Policy remains In Force when Premiums are paid to Us on their due dates or within the Grace Period. The Policy can be canceled by the Policyholder or by Us under the terms stated in the Policy.

Each Certificate issued under the Policy is In Force from its Effective Date when:

- The Employee's enrollment is approved by Us; and
- The first Premium is paid.

Each Certificate remains In Force when Premiums are paid to Us on their due dates or within the Grace Period.

An Optional Benefit available under the Policy is In Force when:

- The Employee's enrollment for the Benefit is approved by Us; and
- The first Premium is paid.

An Optional Benefit remains In Force when Premiums for it are paid to Us on their scheduled due dates or within the Grace Period.

The Certificate Schedule indicates termination dates for specific Policy Benefits and Optional Benefits provided to the Employee and any other Covered Person.

Illness means Sickness or disease of a Covered Person.

Initial Effective Date means the date that coverage begins under the Policy.

Injury means the bodily harm resulting directly from an Accident and independently of all other causes.

Insured means an Eligible Employee who is covered by the Policy.

Lapse means the Policy is no longer In Force when a Premium is more than 31 days past due.

**Maximum Issue Amount** means the maximum sum of life insurance that We will issue on the life of the Insured under the Policy and any Optional Benefits selected. It is shown on the Certificate Schedule.

**Physician** means a medical doctor or other person recognized by law or regulation in the state where services are rendered as a Physician. The person must be licensed and practicing in the United States.

Physician does not include:

- You;
- A person related to You by blood or marriage; or
- A medical doctor or other person practicing outside of the United States.

**Planned Level Premium** means the Premium that We charge at the beginning of a Planned Level Premium Period for term life insurance on Employees and Spouses who are Covered Persons. The Planned Level Premium is based on expected experience for the group and is subject to change at the end of each Policy Year as explained in the Premium Provisions of the Policy.

**Planned Level Premium Period** means the maximum time during which a Planned Level Premium may be charged.

**Policy** means the group Policy issued to the Policyholder.

**Policy Month** means a period of time:

- Beginning on the day of the month corresponding to the Initial Effective Date; and
- Continuing through the end of the preceding day in the next Calendar Month.

**Policy Year** means a period of time:

- Beginning on the Initial Effective Date or its anniversary; and
- Continuing through the end of the day preceding the next anniversary.

Policyholder means the entity so named on the Policy face page.

Proof means evidence satisfactory to Us for insurability or for other matters which require Proof.

**Rate Guarantee** means a written agreement by the Company that rates charged for the insurance provided by the Policy will not change for a specified period.

**Replaced Policy** means a policy or certificate, the premiums for which are paid by or through the Policyholder.

It must:

- Have a paid-to date within 60 days of the Policy's Date of Application;
- Be replaced by the Policy; and
- End upon issue of the Policy.

At Our request, the Policyholder must give Us Proof about a/an Employee's Replaced Policy. **Schedule** means page(s) so labeled in the Policy and the Certificate. The Schedule summarizes the Benefits and eligibility requirements of the Policy.

**Sickness** means an illness or disease causing a loss covered by the Policy. Sickness includes pregnancy and complications of pregnancy.

# Spouse means :

1. the person recognized as the covered Insured's husband or wife under the laws of the state in which the Insured lives : or

2. the person recognized by the Insured's state of residence as :

- the Insured's Domestic Partner;
- a party to a Civil Union with the Insured;

- a Reciprocal Beneficiary of the Insured; or
- someone for whom we must provide the coverage of the Policy on a spousal equivalent basis under the laws or regulations of that state.

3. persons who, by written agreement between the Company and the Policyholder, may be covered by the Policy on a spousal equivalent basis.

We will continue to provide coverage after the Insured or Spouse moves to a state that does not recognize the relationship described.

We will not continue to provide coverage under these definitions for the Spouse when a legal action ends a relationship described.

The Policy will at no time cover more than one person as an Insured's Spouse.

**Totally Disabled (Total Disability)** means, for the first 12 months of a disability that the Covered Employee is:

- Unable to perform the substantial and material duties of His regular occupation;
- Not working in any other occupation; and
- Under the care of a Physician for the disability.

After 12 months of Total Disability, Totally Disabled means that the Insured is:

- Unable to perform the duties of any gainful occupation for which He is reasonably fitted by training, education or experience; and
- Under the care of a Physician for the disability.

We will not require care of a Physician when it is no longer needed for the sound medical care of the condition causing Total Disability.

**Waiting Period** means the period during which the Employee must be in the Active Employment of the Employer before the Employee is eligible for coverage under the Policy. The Waiting Period is shown in the Certificate Schedule.

We, Us, Our and Company all mean Continental American Insurance Company.

You and Your means the covered Employee.

Any reference to "He", "Him" or "His" will also refer to "She" or "Her," or "their."



# **CONTINENTAL AMERICAN INSURANCE COMPANY**

**Columbia, South Carolina** 800.433.3036

# Endorsement to Policy and Certificate of Insurance

This Endorsement alters the Policy and the Certificate to which it is attached. Unless specifically addressed by this Endorsement, all other Policy and Certificate provisions, definitions, and terms continue to apply.

Continental American Insurance Company's mailing addresses for claims and premium payments are changed as listed below.

Notice of Claim and Proof of Loss should be mailed to the Company at:

P.O. Box 84075, Columbus, Georgia, 31993-9103

Premium Payments should be mailed to the Company at:

P.O. Box 84069, Columbus, Georgia, 31908-4069

If applicable, references to 2801 Devine Street, Columbia, SC 29205 are deleted.

Signed for the Company at its Home Office,

Teresa White, President

J. Matthew Loudermilk, Secretary

# **Afficac** CONTINENTAL AMERICAN INSURANCE COMPANY 2801 Devine Street, Columbia, South Carolina 29205

800-433-3036

# **GROUP TERM LIFE INSURANCE POLICY**

The Policy is a legal contract between Continental American Insurance Company ("Company") and the Policyholder. All the provisions on this page and the following are part of the Policy.

Insurance selected by the Policyholder and issued by the Company is shown on the Schedule (Page 3). Insurance on Covered Persons is shown in their Certificates.

The Policy may be renewed on each Policy Renewal Date. Any change in terms will be shown on an amendment or amended Schedule.

The Policy is non-participating. This means that it will not share in the Company's profits or surplus earnings and the Company will pay no dividends on it.

The Policy is issued in and governed by the laws of the Situs State.

Signed for the Company

Teresa White, President

J. Matthew Loudermilk, Secretary

\*Term Life Insurance Renewable to Attained Age 95 \*Portability to Attained Age 70 \*Non-participating-No Dividends

# ACCELERATED BENEFITS MAY BE TAXABLE, IF SO, YOU OR YOUR BENEFICIARY MAY INCUR A TAX OBLIGATION. AS WITH ALL TAX MATTERS, YOU SHOULD CONSULT YOUR PERSONAL TAX ADVISOR TO ASSESS THE IMPACT OF THIS BENEFIT.

# **READ YOUR POLICY CAREFULLY**

**GROUP POLICY NUMBER:** 24829

**ISSUED TO POLICYHOLDER:** Harnett County Schools

**INITIAL EFFECTIVE DATE:** 01/01/2019 **POLICY RENEWAL DATES:** 01/01/2020

**SITUS STATE: North Carolina** 

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# SECTION I SCHEDULE

BENEFITS	ELIGIBLE PERSONS	MAXIMUM BENEFIT AVAILIBLE	
Insureds:	Other Classes as Named in the Master App		
Group Term Life Insurance			
10, 20, or 30 year Planned Level Premium Period available	Other Classes as Named in the Master App		
Basic Accidental Death and Dismemberment and Loss of Sight Benefit		AD&D – 10% of applicable Life Benefit Loss of Sight – 5% of applicable Life Benefit	
Accelerated Benefit for Terminal Illness	Employee Spouse Children	50 % 50 % 50 %	
Optional Benefits			
Total Disability Waiver of Premium	Employee	Waiver of Premium Only	
Optional Riders			
Accidental Death, Loss of Sight and Dismemberment Benefit Rider	Employee Spouse	\$100,000 Accidental Death Benefit \$50,000 Accidental Death Benefit	

# SECTION II PARTICIPATION REQUIREMENTS

A Policyholder must enroll Eligible Employees as follows. If the Policy is Non-Contributory, all Eligible Employees must enroll within the Waiting Period.

# ELIGIBILITY

Classes of Eligible Employees: Other Classes as named in the Master Application **Classes of Eligible Dependents:** 

Spouses of Insured Eligible Employees Children of Insured Eligible Employees

# SECTION III ELIGIBILITY TO ENROLL

A person is Eligible to Enroll when He:

- Is a member of a Class of Eligible Employees listed on the Schedule; and
- Meets the Eligibility Requirements.

# **Eligibility Requirements**

In order to enroll, an Eligible Person must be Actively at Work (Active Employment): for Other Named Class Actively at Work means 16 hours per week

Eligible Persons must be Age 18 but not more than Age 65.

# Additional Eligibility Requirements for Dependents

Spouses of the Insured must be Age 18 but not more than Age 65. A Spouse who is an Eligible Person may be covered as an Insured or a Spouse, but not both.

Children of the Insured must be Age 15 days but not more than Age 25. A Child who is an Eligible Person may be covered as an Insured or a Child, but not as both.

# SECTION IV EFFECTIVE DATE OF INSURANCE

Because this Policy is Contributory, coverage begins on the Date of Certificate shown in the Certificate if:

- The Employee meets the Eligibility Requirements shown on the Schedule;
- The Employee has completed an Enrollment Form, if required;
- Enrollment has been approved by Us; and
- The first Premium is paid ; . and
- the Employee is in the Active Employment of the Policyholder on the Date of Certificate.

However, if the Eligible Employee does not Enroll, insurance will not become effective until the first day of the Calendar Month following a later enrollment.

We may require Evidence of Insurability if enrollment takes place more than 30 days after a/an Employee first becomes Eligible.

We and the Policyholder may agree on a different method for determining the Effective Date that will result in an earlier or later Effective Date. We must agree in advance and in writing to any different method for determining the Effective Date.

Evidence of Insurability may be required based upon agreement between the Policyholder and Us.

# SECTION V BENEFITS

Benefits offered are shown in the Application for the Policy. Benefits that the Policyholder has selected for availability to Eligible Employees are also shown in the Application for the Policy. The Application is attached to and made a part of the Policy. The Schedule attached to the Policy shows the Benefits selected by the Policyholder and agreed to by Us.

Benefits selected by each Eligible Employee are shown on the Employee's Enrollment Form if required and, if approved by Us, in the Certificate Schedule.

All Benefits of the Policy are subject to the Benefits Conditions, Limitations and Exclusions provision.

# A. Term Life

The term life insurance that is offered to Employees and Eligible Dependents under the terms of the Policy is available with 10, 20, or 30-year Planned Level Premiums. With Our agreement, the Policyholder selects the option(s) available to Employees. Options available to Employees are shown in the application for the Policy.

• Employees electing the 10-year Planned Level Premium Period coverage may renew coverage once for an additional Planned Level Premium Periods of 10 years or until eligibility for coverage under the Policy ends, if earlier. Planned Level Premiums at renewal will be based on then Attained Age rates. Premiums at the end of the second Planned Level Premium Period will increase annually based on then Attained Age rates until eligibility for coverage under the Policy ends.

Renewals are subject to the right of either the Policyholder or Us to terminate the Policy as stated in the Policy Renewal, Amendment and Termination of Policy Provision.

# **Amount of Life Insurance**

While the Policy and the Employee's Certificate are In Force, We provide the covered Employee with the Amount of Life Insurance shown on the Employee's Certificate Schedule.

We will pay this Benefit when We receive Proof of Loss showing that the Employee has died.

# B. Basic Accidental Death, Loss of Sight and Dismemberment Benefit

We will provide the Benefit described. The Benefit is available to those Covered Persons designated in the Employee's Certificate as covered for Basic Accidental Death, Loss of Sight and Dismemberment. Losses covered by this Benefit must occur prior to the termination date shown in the Certificate Schedule.

# **General Information**

We will pay a Basic Accidental Death, Loss or Sight or Dismemberment Benefit if a Covered Person suffers accidental loss of life, accidental loss of both hands, or both feet, sight of both eyes, or one hand and one foot, or one hand and sight of one eye, or one foot and sight of one eye as a result of an Accidental Injury that occurs while the individual is a Covered Person.

# Benefits

When We receive Proof of Loss documenting a covered Accidental Death, Loss of Sight or Dismemberment, We will pay the Beneficiary the Benefits indicated below:

For accidental loss of life, We will pay 10% of the Amount of Life Insurance for this Benefit shown on the Certificate Schedule.

For accidental loss of both hands, or both feet, sight of both eyes, or one hand and one foot, or one hand and sight of one eye, or one foot and sight of one eye, We will pay 5% of the Amount of Life Insurance for this Benefit shown on the Certificate Schedule.

# **Limitations and Exclusions**

Loss must occur within 180 days after the Accidental Injury.

This Benefit terminates for the Covered Person when this Benefit is paid.

If two or more losses covered by this Benefit result from any one bodily Injury, We will pay only one Benefit. That Benefit shall be the largest available based on the losses suffered by the Covered Person.

No Basic Accidental Death, Loss of Sight or Dismemberment Benefit is payable when the death or loss:

- was caused directly or indirectly, wholly or partly, from suicide or attempted suicide, whether sane or insane, or any intentionally self-inflicted Injury; or
- resulted from or occurred while committing an assault or felony, or resisting or fleeing from arrest; or
- resulted from or occurred while participating in a riot or insurrection; or
- was caused by taking, absorbing or inhaling voluntarily poison, poison gas or fumes; or
- was intentionally inflicted by any person (If the Covered Person is an innocent bystander having no relationship to an altercation, it is covered.); or
- was incurred during travel, flight or descent from any kind of aircraft, unless the Covered Person was being transported as a fare paying passenger on a regularly scheduled flight (This exclusion does not apply to airline employees flying while working, traveling for pleasure or traveling to and from a job assignment); or
- was caused by disease, illness or bacterial infection (If the infection occurs because of an Injury, it is covered.).

# C. Accelerated Benefit for Terminal Illness

# THE EMPLOYEE SHOULD SEEK THE ASSISTANCE OF A PERSONAL TAX ADVISOR PRIOR TO MAKING A CLAIM FOR THE ACCELERATED BENEFIT FOR TERMINAL ILLNESS IN ORDER TO DETERMINE ANY TAX IMPACT.

We will provide the Benefit described. The Benefit is available to the Insured designated in the Employee's Certificate Schedule as covered for this Benefit. Losses covered by this Benefit must be diagnosed prior to the termination date for it shown in the Certificate Schedule.

# **General Information**

This Benefit provides accelerated payment of the Amount of Life Insurance for the Covered Person if diagnosed with a Terminal Illness while covered by the Policy.

If this Accelerated Benefit is paid, the Amount of Life Insurance for the Covered Person payable at death will be reduced by the amount of Accelerated Benefit paid. If the Accelerated Benefit paid is equal to the Amount of Life Insurance for the Covered Person, insurance on that person terminates and nothing will be paid at their death.

# Benefit

When We receive Proof of Loss showing that the Covered Person has a Terminal Illness while the Policy and the Employee's Certificate are In Force, We will pay the Beneficiary the Accelerated Benefit for Terminal Illness shown on the Certificate Schedule.

When a Claim is paid, We will provide an explanation of Benefits showing the dollar amount of the Benefit paid and the remaining Amount of Life Insurance available for the Covered Person.

**Terminal Illness** means a Sickness that will, with a reasonable degree of medical certainty, result in death of a Covered Person under the Policy within six (6) months from the date the attending Physician signs a Claim form.

The attending Physician must confirm that the Employee or covered Eligible Dependent suffers from a Terminal Illness commencing while the Policy is In Force.

# **Limitations and Exclusions**

We must receive consent of all irrevocable Beneficiaries.

We must receive a Claim form for this Benefit during the lifetime of the Terminally III Covered Person.

Only one Accelerated Benefit for each Terminal Illness shall be paid on behalf of the Covered Person per lifetime.

A Physician must diagnose a covered Terminal Illness.

The Accelerated Benefit for Terminal Illness is only payable during the lifetime of the Terminally Ill Covered Person. We will not be liable for any payment made or action taken by Us before We receive and acknowledge notice of the death of the Terminally Ill Covered Person.

The Accidental Death, Loss of Sight and Dismemberment Benefit provided by the Policy will not increase or decrease the Accelerated Benefit for Terminal Illness.

If two or more Accelerated Benefits are payable on behalf of the same Covered Person under the Policy for the same or related Sickness, Injury, or other loss, We will pay only one Accelerated Benefit. The Employee is entitled to choose the Accelerated Benefit that We will pay.

The sum of all Accelerated Benefits payable under the Policy and its Optional Benefits and Riders shall not exceed the Amount of Life Insurance shown on a Certificate Schedule for a Covered Person during the entire time that the Certificate insuring a Covered Person is In Force.

# SECTION VI OPTIONAL BENEFIT - Total Disability Waiver of Premium (Employee Only)

If this Benefit is shown on the Certificate Schedule, then We will provide the Benefit described. The Benefit is available in the event of a Total Disability of the Employee. Losses covered by Benefit must occur prior to Attained Age 60 of the Employee.

# Benefit

If the Employee becomes Totally Disabled by a covered Accidental Injury or Sickness prior to his Attained Age 60, We will waive certain Premiums.

# Premiums to be Waived

Premiums will be waived from the date of Total Disability after We receive Proof of Loss showing that covered Total Disability has continued for six (6) consecutive months.

When a Claim is filed and approved for this Benefit, all Premiums under the Certificate for the Totally Disabled Employee and covered Eligible Dependents that fall due on or after the date of Total Disability will be waived, and refunded if previously paid. Premiums will be waived in accordance with the mode of Premium payment in effect on the date of the Total Disability began.

Pending Our approval of a Claim for Waiver of Premium, Premiums should be paid as they fall due.

# **Limitations and Exclusions**

Premiums are only waived in the event of a Total Disability suffered by the named Employee shown on the Certificate Schedule.

This Benefit shall not cause coverage of a/an Employee or that of covered Eligible Dependents to continue beyond the earliest of any of the following dates:

- The date on which the Employee requests termination, if the Policy provides Contributory insurance;
- The date on which the Policy is terminated;
- The date on which the Employee's class is no longer included for insurance;
- The end of the Planned Level Premium Period or renewal(s) of the Planned Level Premium Period allowed by the Policy; or
- The Employee's Attained Age 65.

Premiums will not be waived under this Benefit if Total Disability:

- Was caused directly or indirectly, wholly or partly, from suicide or attempted suicide, whether sane or insane, or from any intentionally self-inflicted Injury;
- Resulted from or occurred while committing an assault or felony, or resisting or fleeing from arrest;
- Resulted from or occurred while participating in a riot or insurrection;
- Was caused by taking, absorbing or inhaling voluntarily poison, poison gas or fumes;
- Was intentionally inflicted by any person (If the Employee is an innocent bystander having no relationship to an altercation, it is covered.);
- Was incurred during travel, flight or descent from any kind of aircraft, unless the Employee was being transported as a fare-paying passenger on a regularly scheduled flight (This exclusion does not apply to airline employees flying while working, traveling for pleasure or traveling to and from a job assignment);
- Results from neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder without demonstrable organic cause (This does not exclude Alzheimer's disease, Parkinson's disease or senile dementia.); or
- Results from substance abuse (This will not exclude a condition brought about by the Employee's use of drugs prescribed by and taken in accordance with the directions of a Physician.).

# SECTION VII DEATH BENEFIT PROVISION

# **Death Proceeds**

Upon receipt of proof of death of a Covered Person, We will pay the Death Proceeds to the Beneficiary.

The amount of Death Proceeds is the sum of:

• the Amount of Life Insurance shown on the Certificate Schedule for the Covered Person;

- any Life Insurance provided by an Optional Benefit Rider;
- the portion of Premium paid for a period beyond the month in which the Covered Person died; and
- interest on the Death Proceeds to the extent prescribed by law or regulation in the state of residence of the Beneficiary;

Less:

- Unpaid Premium due before the date of death of the Covered Person; and
- Any Accelerated Benefit paid on behalf of the Covered Person under a Benefit or Optional Benefit of the Policy.

# SECTION VIII BENEFIT CONDITIONS, LIMITATIONS AND EXCLUSIONS

If a Covered Person, whether sane or insane, dies by suicide within two years of the Date of Certificate, Our liability for Death Proceeds is limited to the Premiums paid.

# **Total Disability Waiver of Premium**

Any loss due to a Pre-existing Condition will not be covered if the loss begins within 12 months after the Employee's Effective Date of Insurance. However, premiums may be waived due to a Pre-existing Condition of a Employee who was covered:

- by a Replaced Policy; and
- by this Policy on its Initial Effective Date.
- 1. We will review the claim. If this Policy's Pre-Existing Condition Exclusion has been satisfied We will waive premiums.
- 2. If the Employee does not satisfy this Policy's Pre-Existing Condition Exclusion, but can satisfy the Replaced Policy's pre-existing condition exclusion giving credit for all time insured under both policies; then We will waive premiums.
- 3. If the Employee does not satisfy the Pre-Existing Condition Exclusion of this Policy or that of the Replaced Policy, premiums will not be waived.

# SECTION IX CLAIM PROVISIONS

The Employee, the Claimant or an authorized representative of either may submit Claims under the Policy.

# Beneficiary

Primary Beneficiaries surviving the Employee will receive the Death Proceeds and Accidental Death Benefits on the life of the Employee. Surviving contingent beneficiaries are paid only if no Beneficiary in the prior class has survived the Employee. If more than one Beneficiary in a class survives the Employee, they will share equally, unless the Employee's designation provides otherwise. If there is no Beneficiary surviving the Employee, or if no Beneficiary is named, the Employee's estate will be paid.

If there is no beneficiary as to all or any part of the amount payable at the death of the Insured, we may pay a sum not exceeding two hundred fifty dollars (\$250.00) to any person appearing to the Company to be equitably entitled thereto by having incurred funeral or other expenses incident to the last illness or death of the Insured.

A beneficiary is deemed to have survived the Employee when that Beneficiary has survived to receive payment.

The Employee is the Beneficiary of any Life Insurance payable on the life of another Covered Person.

The Employee is the Beneficiary of any Loss of Sight or Dismemberment Benefit payable.

The Employee is the Beneficiary of any Accelerated Benefit payable under the Certificate or one of its Optional Benefits.

If the Employee does not live to receive a payment, that payment shall be paid to the estate of the Employee.

# Notice of Claim

Written notice of Claim must be given to Us within 30 days after the date of loss. If that is not possible, We must be notified as soon as it is reasonably possible to do so.

When We receive written notice of Claim, We will send Claim forms. If the Claim forms are not received within 15 days after the notice is sent, written proof of claim can be sent to Us without waiting for the forms.

#### **Proofs of Loss**

Proof of Loss must be given to Us within 180 days after a loss occurs or starts.

If it is not possible to give proof within these time limits, it must be given as soon as reasonable. Proof of Claim may not be given later than one year after the time proof is otherwise required, except if the individual is legally unable to provide Proof of Loss.

Proof of Loss includes a Claim form or other documentation satisfactory to Us.

Proof of Loss may also include statements completed by the Insured and/or the Claimant, the Policyholder and the attending Physician documenting:

- the nature of the loss;
- the date, or inclusive dates, of loss;
- the cause of loss; and
- for Life Insurance Death Proceeds, a certified copy of the deceased Covered Person's death certificate.

For Benefits that provide periodic payments, We may require Proof of Loss on a monthly basis unless it is not reasonably necessary to do so.

For Claims under the Total Disability Waiver of Premium Benefit:

- We may require Proof of Loss on a monthly basis if the Employee is Totally Disabled; and
- We will not require Proof of Loss on a monthly basis when it is no longer reasonably necessary to do so.

On request, We will tell a Claimant or Beneficiary what forms or documents are required.

We may require authorizations to obtain medical and psychiatric information as well as non-medical information, including personal financial information.

We will provide the Employee or the Claimant with a Claim form upon request. The Employee is responsible for the cost of obtaining a completed Claim form.

We may request additional Proof of Loss such as records of hospitals and Physicians. We will be responsible for the cost of obtaining such records.

### **Examination and Autopsy**

We, at Our own expense, will have the right and opportunity to have a Claimant or Covered Person examined by a Physician of Our choice. This right may be exercised as often as reasonably required. We, at Our expense, will have the right to have an autopsy performed in the case of death, where autopsy is not forbidden by law.

### **Time of Payment of Claims**

All Benefits payable under the Certificate will be paid as soon as We receive Proof of Loss acceptable to Us.

### **Payment of Claims**

All Benefits are payable as stated in the Beneficiary section of the Claim Provisions.

When a Claim for an Accelerated Benefit is paid, We will provide an explanation of Benefits showing the dollar amount of the Benefit paid and the remaining Amount of Life Insurance available for the Covered Person on whose behalf the benefit was paid.

When a Claim is paid as a result of the death of a Covered Person, We will provide an explanation itemizing how the Benefit was calculated.

## SECTION X RENEWAL, AMENDMENT AND TERMINATION OF POLICY

The Policy and all insurance hereunder shall terminate with respect to a Policyholder as provided under the Grace Period of the Policy. Termination of the Policy is without prejudice to Claims that occur or commence prior to the date of termination.

### **Policyholder Renewal**

With Our consent, the Policy may be renewed subject to the payment of Premiums. The Policy will end at 11:59 p.m. local time at the Policyholder's mailing address as shown in Our records on the day immediately preceding the anniversary date if it is not renewed, unless it is terminated as provided in the Termination of Policy provision.

### **Amendment of the Policy**

With Our consent, the Policyholder may amend the Policy to add, modify or delete Benefits or other provisions.

We may amend the Policy to add, modify or delete Benefits or other provisions by providing the Policyholder with at least 31-days advance notice of any such change.

Deletion or reduction of a Benefit or Benefits is without prejudice to any Claim or Claims that occurred prior to the date on which the Benefit was deleted or reduced.

When the Policy is amended to reduce the Amount of Life Insurance, Covered Persons may be entitled to convert the amount of coverage reduced to an individual plan of insurance as set out in the conversion provision of the Policy.

Addition, modification or deletion of Benefits may increase or decrease the Premiums charged for coverage under the Policy.

### **Termination of the Policy**

The Policyholder has the right to cancel the Policy on any Premium due date. Written notice of cancellation must be given at least 31 days before the date the Policy is to end.

We have the right to cancel the Policy on any Policy anniversary Date or any Premium due date; provided written notice of cancellation is given to the Policyholder at least 31 days before the Policy is to end.

The Continuation of Insurance Provision, the Conversion Provision, and the Portability Provision provide certain rights at times when Employee coverage would otherwise end as required by the Termination of Policy Provision.

Termination of Employee insurance is without prejudice to any Claim that occurred or commenced prior to the date of such termination.

When the Policy terminates, Covered Persons may be entitled to convert the amount of terminated life insurance as set out in the Conversion Provision of the Policy.

### Voluntary Employee Termination

We must receive notification of voluntary terminations. The date of termination will be the last day of the Premium period in which the termination occurred. If the Policyholder fails to report the Employee's termination while the Policy remains in effect with Us, Our liability shall be limited to a return of Premium retroactive to the date on which insurance should have been terminated, less any Claims paid during this period. In no event will We refund more than two months Premium.

# SECTION XI TERMINATION OF EMPLOYEE INSURANCE

A An Employee and any covered dependents will cease to be insured under the Policy on the earliest of the following dates:

- the date on which the Employee requests termination, if the Policy provides Contributory insurance;
- the date on which the Policy is terminated;
- the date on which the Employee is no longer in an eligible class;
- the date on which the Employee's class is no longer included for insurance;
- the end of the period for which the last required contribution for the Employee's insurance has been paid;
- the date on which Active Employment ends or the Employee's Retirement Date, subject to the Continuation of Insurance Provision; or
- the Employee's Death.

Termination of Employee insurance is without prejudice to any Claim that occurred or commenced prior to the date of such termination.

The Continuation of Insurance Provision, the Conversion Provision, and the Portability Provision, if available, provide certain rights at times when coverage would otherwise end as required by the Termination of Employee Insurance Provision.

# SECTION XII CONTINUATION OF INSURANCE

Insurance may be continued under certain conditions when the Insured is no longer an Eligible Employee. The Policyholder must treat all Employees in the same way when continuing coverage.

# As Required by Law or Regulation

The Policyholder will continue insurance on Covered Persons if required to do so by state or federal law or regulation.

The Company does not have, nor does it assume, either expressly or impliedly, a responsibility for any such Policyholder obligation.

# For Illness or Accidental Injury

The Policyholder may continue insurance for Insured Persons absent form work due to Total Disability. This continuation will end on the earliest of the following dates:

- 180 days after Total Disability began;
- the date from which We approve a Waiver of Premium, if applicable; or
- the Policy termination date.

### Portability

If coverage is terminated for any reason other than death, a Covered Employee may continue coverage under the Policy subject to the Benefit Conditions, Limitations and Exclusions and by paying Premiums when due for as long as the Group Policy remains in force. We must receive the first Premium within 31 days after coverage is terminated. The Group Policy must be in force on the date that the Employee ports coverage.

Subject to the Benefit Conditions, Limitations and Exclusions provision, a Covered Employee may port Benefits when He is:

- less than Age 70; and
- no longer a member of the eligible Class.

# SECTION XIII PREMIUM PROVISIONS

### Premiums

We actuarially determine Premiums. We reserve the right to change the Premiums as stated in the Change of Premium provision.

The Policyholder determines the source(s) from which Premiums are paid to Us. Premiums may be paid by:

- the Employee;
- the Policyholder; or
- in part by the Employee and in part by the Policyholder.

The Policyholder also determines the percentage shares of Premium payable by Employees and by the Policyholder on the Effective Date of the Policy. The Policyholder reserves the right to change the source(s) of Premium payments and percentage shares payable by Employees and by the Policyholder upon provision of written notice to covered Employees.

The Certificate shows total Premiums payable by Employees and/or the Policyholder. The Policyholder will, on request, furnish Employees with information about the percentage and dollar amount of Premiums paid by the Policyholder.

### **Premium Payments**

Premiums for the insurance under the Policy are payable to Us. Payment of any Premium shall not maintain the Policy or coverage beyond the due date of the next Premium, except as provided under the Grace Period provision.

The first Premium is due on the Initial Effective Date. Later Premiums are due according to the Premium payment frequency shown on the face page of the Policy.

Upon written request by the Policyholder, approved by Us, the manner of Premium payment may be changed.

### Change in Premium

Planned Level Premiums for term life insurance on Employees and covered Dependents are based on the expected experience of the Policy. Unless We have agreed in writing not to increase Premiums, the Planned Level Premium may be changed at the beginning of any Policy Year based on renewal underwriting of the Policy. We may also change Premiums whenever the terms or conditions of the Policy are modified.

We will provide a 31-day notice of any change to a Planned Level Premium or other Premium. Changes to Premiums or other Planned Level Premiums may occur at the start of any Policy Year or whenever terms or conditions of the Policy are modified.

### **Premium Refunds**

If We receive Premiums for periods after Eligibility ends, We will refund Premiums paid after the end of Eligibility. In all other cases, We will refund Premiums paid since the last Policy Renewal Date.

### SECTION XIV ASSIGNMENT AND BENEFICIARY PROVISIONS

### Assignment

The Employee may not assign his Certificate or allow it to be assigned.

### Beneficiaries

The Beneficiary section in the Claim Provisions describes how Benefits are paid to Beneficiaries.

The primary beneficiary and any contingent Beneficiary for Life Insurance and Accidental Death Insurance are named on the Employee Enrollment Form for coverage under the Policy. The Employee can change any Beneficiary during his lifetime unless an Irrevocable Beneficiary is named.

A change in Beneficiary must be made by filing a written request satisfactory to Us. The change will be effective as of the date it was signed, but We will not be liable for any action taken before notice is received and recorded at the Home Office. If no Beneficiary is named, the Employee's estate will be paid.

### **Facility of Payment Provision**

Any benefit becoming due because of the death of the Insured will be payable to the beneficiary designated by the Insured, subject to the provision of the policy. If there is no beneficiary, and subject to any right reserved by the company to pay at its option a part of the benefit not to exceed two hundred fifty dollars (\$250.00) to any person appearing to the company to be entitled by having incurred funeral or other expenses to the last illness or death of the Insured.

### SECTION XV GENERAL PROVISIONS

### **Agreements and Policy Changes**

No change in the Policy shall be valid unless made by endorsement or amendment. Such a change is valid only if signed by Our Chairman, Chief Executive Officer, President, or a Vice President.

No other person can waive any Policy terms or make any agreements about the Policy that are binding on Us.

### Certificates

We will give a Certificate to the Policyholder for delivery to each Insured stating:

- the insurance protection provided, including;
- any insurance for Spouse and/or Children; and

- to whom the insurance Benefits are payable; and
- the Portability rights provided by the Policy.

# **Clerical Error**

No Clerical Error by the Policyholder will:

- delay the Effective Date of a Covered Person's insurance
- end insurance otherwise validly In Force; or
- continue insurance otherwise validly terminated.

## **Conformity with State Statutes**

Any Policy wording that, on the Initial Effective Date, is in conflict with the statutes of the Situs State is hereby amended to conform with the minimum requirements of such statutes.

## **Data Required**

The Policyholder will give Us all data and proof that We may reasonably need to administer the Policy.

## **Entire Contract**

The Policy, the attached Policyholder's Master Application, enrollment forms and Evidence of Insurability, if required, as well as any endorsements and amendments shall make up the entire contract.

Statements made by the Policyholder or Insured shall be deemed representations and not warranties.

# **Evidence of Insurability**

We may require evidence that a person meets our underwriting standards for this insurance.

### **Grace Period**

The Policy has a Grace Period of thirty-one (31) days for the payment of any Premium due except the first.

During the Grace Period, the Policy is In Force, unless the Policyholder gives Us written notice to cancel it before the end of the Grace Period. The Policyholder shall be liable to Us for the payment of a pro-rata Premium for the time the Policy was In Force during the Grace Period.

### Incontestability

The validity of the Policy will not be contested except for nonpayment of Premiums after it has been in Force for two (2) years from its initial Effective Date.

In the absence of fraud, no statement made by any person insured shall be used in any contest unless a copy of the statement is or has been furnished to:

- the person insured; or,
- in the event of death or incapacity of the person insured, to His beneficiary or personal representative.

Except for claims incurred within two (2) years after a Covered Person's Effective Date of Insurance, no statement except a fraudulent statement, made by any person insured when applying for insurance will be used to contest the validity of that insurance after:

- the insurance has been continuously In Force for two (2) years during the lifetime of the person insured; and
- unless it is contained in a written form signed by the Insured.

This provision shall not preclude the assertion at any time of defenses based upon Policy provisions that relate to eligibility for coverage.

# Legal Actions

Legal Action cannot be taken against Us:

- Sooner than 60 days after due Proof of Loss has been filed; or
- More than 3 years after the time written Proof of Loss is required to be filed according to the terms of the Policy.

### Misstatement of Age

If the Age of a Covered Person has been misstated and if the amount of Premium is based on Age, an adjustment of Premiums shall be made based on the Covered Person's true Age. If Age is a factor in determining eligibility or amount of insurance and there has been a misstatement of Age, the insurance coverages or amounts of Benefits, or both, for which the Covered Person is insured shall be adjusted in accordance with the Covered Person's true Age. Any such misstatement of Age shall neither continue insurance otherwise validly terminated nor terminate insurance otherwise validly In Force.

If it is determined after the death of a Covered Person that the Covered Person's Age was misstated, the Amount of Insurance will be that which the Premiums would have purchased at the correct Age.

## **Non-Participating**

The Policy is a non-participating policy. We will not pay dividends on the Policy.

# SECTION XVI DEFINITIONS

For the purposes of the Policy when these words are used in the Policy, they have the meanings stated.

Accident (Accidental) means a sudden, unexpected, violent and external event that causes bodily Injury to a Covered Person.

Actively At Work (Active Employment) means the person must be working:

- on a full-time basis and paid regular earnings;
- at least the minimum number of hours shown in the Certificate Schedule;
- at the Employer's usual place of business; or
- at a location to which the Employer's business requires the person to travel.

A person must be considered Actively At Work if the Employee was actually at work on the day immediately preceding:

- a weekend;
- holidays;
- paid vacations;
- any non-scheduled work day;
- excused leave of absence (except medical leave and lay-off); or
- emergency leave of absence (except emergency medical leave required by His Illness or Injury).

Application means the forms the Policyholder completed when applying for the Policy that are attached to the Policy.

Age means the Age of a Covered Person on His last birthday as of the Initial Effective Date.

If coverage is effective after the Initial Effective Date, Age means Age as of the last birthday preceding the request for insurance coverage.

Attained Age means the Age of the Employee stated on the Certificate, plus the number of completed Certificate years.

The Attained Age of any other Covered Person is the person's Age on the Date of Certificate, plus the number of completed Certificate years.

**Beneficiary** means the Person or Persons the Employee names to receive the Death Proceeds in the event of the Employee's death. For benefits payable other than at the Employee's death, Beneficiary means the Employee.

Calendar Month means any of the named months, January through December.

Calendar Year means a 12 month period, January 1 through December 31.

**Certificate of Insurance (Certificate)** means the document We issue for delivery to each Insured stating the protection to which He is entitled, to whom We will pay Benefits and a statement of any family member's or dependent's coverage.

**Child (Children)** means a person who is primarily dependent upon and living with the Insured in a permanent parentchild relationship and a:

- Natural or adopted child of the Insured or Spouse;
- Child placed with the Insured for adoption; or
- Stepchild of the Insured.

Child does not include a:

- Person not meeting the above Child definition;
- Child living outside of the United States (unless living with an Insured); or
- Child on active military duty for a period in excess of 30 days.

**Claim** means any request for a Policy Benefit, made by a Claimant or by a representative of the Claimant that complies with the Policy's procedures for making Benefit Claims.

Claimant means a Covered Person who makes a Claim under the Policy.

**Contributory** means coverage under the Policy for which the Employee is paying a portion of the Premium. The Certificate Schedule Page indicates if Employee contributions are required.

Covered Employee means the Eligible Employee, when covered by the Policy.

**Covered Person** means an eligible Employee or Eligible Dependent who is covered under the Policy. Persons eligible for coverage are shown on the Schedule.

Eligible Dependents means a Spouse, His Child(ren) and the Child(ren) of an Eligible Employee.

We must approve eligibility of the Spouse and Child(ren) of a/an Employee.

Each such person must meet the Eligibility requirements shown in the Certificate Schedule.

If a Child is covered by the Policy, the Child's Eligibility will not end if the Child is and remains:

- Unmarried;
- Incapable of self-sustaining employment due to mental incapacity or physical handicap; and
- Chiefly dependent on the Employee or Spouse for support.

However, in no event will Eligibility or coverage of any Child continue beyond the date that the Employee's coverage ends.

The Employee must furnish Us with proof of physical or mental incapacity within 31 days after the Child's Eligibility would otherwise end. Thereafter, We may require proof, but not more frequently than annually.

Eligible Employee means a person who:

- Is in Active Employment of the Policyholder; and
- Meets the Enrollment Eligibility and Waiting Period provisions shown in the application.

Eligible Person means someone who:

- Is a Member in good standing of the Policyholder; and
- Meets any other Eligibility Requirements for Eligible Members shown on the Certificate Schedule.

**Employer** means an entity that employs a workforce of persons in Active Employment. Employer includes any division, subsidiary or affiliated company named in the Application.

**Enroll** means application by an Eligible Employee for Policy coverage. By agreement between the Company and the Policyholder, Enrollment may:

- Require completion of an Enrollment Form by the Eligible Employee;
- Be automatic, in which case it is not necessary for the Eligible Employee to complete an Enrollment Form; and
- Require Evidence of Insurability.

**Evidence of Insurability** means a form acceptable to Us showing that a person meets Our requirements for coverage under the Policy.

**Home Office** means the Executive Offices of Continental American Insurance Company, 2801 Devine Street, Columbia, SC, 29205.

**In Force**. The policy is In Force as of its Effective Date when:

- The Employer's Application for Insurance is approved by Us;
- The Policy is issued; and
- The first Premium is paid to Us.

The Policy remains In Force when Premiums are paid to Us on their due dates or within the Grace Period. The Policy can be canceled by the Policyholder or by Us under the terms stated in the Policy.

Each Certificate issued under the Policy is In Force from its Effective Date when:

- The Employee's enrollment is approved by Us; and
- The first Premium is paid.

Each Certificate remains In Force when Premiums are paid to Us on their due dates or within the Grace Period.

An Optional Benefit available under the Policy is In Force when:

- The Employee's enrollment for the Benefit is approved by Us; and
- The first Premium is paid.

An Optional Benefit remains In Force when Premiums for it are paid to Us on their scheduled due dates or within the Grace Period.

The Certificate Schedule indicates termination dates for specific Policy Benefits and Optional Benefits provided to the Employee and any other Covered Person.

Illness means Sickness or disease of a Covered Person.

Initial Effective Date means the date that coverage begins under the Policy.

**Injury** means the bodily harm resulting directly from an Accident and independently of all other causes.

**Insured** means an Eligible Employee who is covered by the Policy.

Lapse means the Policy is no longer In Force when a Premium is more than 31 days past due.

**Maximum Issue Amount** means the maximum sum of life insurance that We will issue on the life of the Insured under the Policy and any Optional Benefits selected. It is shown on the Certificate Schedule.

**Physician** means a medical doctor or other person recognized by law or regulation in the state where services are rendered as a Physician. The person must be licensed and practicing in the United States.

Physician does not include:

- You;
- A person related to You by blood or marriage; or
- A medical doctor or other person practicing outside of the United States.

**Planned Level Premium** means the Premium that We charge at the beginning of a Planned Level Premium Period for term life insurance on Employees and Spouses who are Covered Persons. The Planned Level Premium is based on expected experience for the group and is subject to change at the end of each Policy Year as explained in the Premium Provisions of the Policy.

Planned Level Premium Period means the maximum time during which a Planned Level Premium may be charged.

Policy means the group Policy issued to the Policyholder.

Policy Month means a period of time:

- Beginning on the day of the month corresponding to the Initial Effective Date; and
- Continuing through the end of the preceding day in the next Calendar Month.

Policy Year means a period of time:

- Beginning on the Initial Effective Date or its anniversary; and
- Continuing through the end of the day preceding the next anniversary.

**Policyholder** means the entity so named on the Policy face page.

Proof means evidence satisfactory to Us for insurability or for other matters which require Proof.

**Schedule** means page(s) so labeled in the Policy and the Certificate. The Schedule summarizes the Benefits and eligibility requirements of the Policy.

Sickness means an illness or disease causing a loss covered by the Policy. Sickness includes pregnancy and complications of pregnancy.

## Spouse means :

1. the person recognized as the covered Insured's husband or wife under the laws of the state in which the Insured lives : or

2. the person recognized by the Insured's state of residence as :

- the Insured's Domestic Partner;
- a party to a Civil Union with the Insured;
- a Reciprocal Beneficiary of the Insured; or
- someone for whom we must provide the coverage of the Policy on a spousal equivalent basis under the laws or regulations of that state.

3. persons who, by written agreement between the Company and the Policyholder, may be covered by the Policy on a spousal equivalent basis.

We will continue to provide coverage after the Insured or Spouse moves to a state that does not recognize the relationship described.

We will not continue to provide coverage under these definitions for the Spouse when a legal action ends a relationship described.

The Policy will at no time cover more than one person as an Insured's Spouse.

Totally Disabled (Total Disability) means, for the first 12 months of a disability that the Covered Employee is:

- Unable to perform the substantial and material duties of His regular occupation;
- Not working in any other occupation; and
- Under the care of a Physician for the disability.

After 12 months of Total Disability, Totally Disabled means that the Insured is:

- Unable to perform the duties of any gainful occupation for which He is reasonably fitted by training, education or experience; and
- Under the care of a Physician for the disability.

We will not require care of a Physician when it is no longer needed for the sound medical care of the condition causing Total Disability.

**Waiting Period** means the period during which the Employee must be in the Active Employment of the Employer before the Employee is eligible for coverage under the Policy. The Waiting Period is shown in the Certificate Schedule.

We, Us, Our and Company all mean Continental American Insurance Company.

You and Your means the covered Employee.

Any reference to "He", "Him" or "His" will also refer to "She" or "Her," or "their."

# SECTION XVII INCORPORATION OF OPTIONAL RIDERS

The listed Optional Benefit Riders are made a part of this Policy.

Accidental Death, Loss of Sight and Dismemberment Benefit Rider

# **Africa** CONTINENTAL AMERICAN INSURANCE COMPANY 2801 Devine Street, Columbia, South Carolina 29205

800-433-3036

# RIDER TO GROUP TERM LIFE INSURANCE

### ACCIDENTAL DEATH, LOSS OF SIGHT AND DISMEMBERMENT BENEFIT

This Benefit is available to the Employee or Spouse as indicated in the Certificate Schedule. Losses covered by this Rider must occur prior to the termination date for it to be shown in the Certificate Schedule.

### **GENERAL INFORMATION**

We will pay an Accidental Death, Loss of Sight or Dismemberment Benefit if a/an Employee or Spouse shown on the Certificate Schedule suffers one of the losses shown below, as a result of an Accidental Injury that occurs while the individual's Certificate is In Force.

### BENEFITS

### Accidental Death Benefit

For Accidental Death, We will pay the Accidental Death Benefit shown on the Certificate Schedule.

### Loss of Sight And Dismemberment Benefits

We will pay 50% of the Accidental Death Benefit shown on the Certificate Schedule for Accidental loss of:

- Both Hands;
- Both Feet;
- Sight of Both Eyes;
- One Hand and One Foot
- One Hand and Sight of one eye; or
- One Foot and Sight of one eye.

### Seat Belt Benefit

For death resulting from a Motor Vehicle or Common Carrier Accident, We will pay 25% of the Accidental Death Benefit shown on the Certificate Schedule when the Insured is wearing a Seat Belt and:

- Driving or riding in a Motor Vehicle; or
- A Passenger on a Common Carrier.

This Benefit is in addition to other Optional Benefits.

### DEFINITIONS

Common Carrier means a conveyance that:

- Is operated by a government-regulated or government-run business; and
- Transports persons for a fee.

Loss of Foot means the total and irrecoverable loss of use of the foot.

Loss of Hand means the total and irrecoverable loss of use of at least four fingers entirely on one hand.

**Loss of Sight** means clinically-proven, irreversible reduction of sight in both eyes as a result an Injury. The corrected visual acuity must be:

- Less than 20/200; or
- A visual field restriction to 20 degrees or less in both eyes.

There must be clear proof that blindness was due to an Injury, and that the condition has continued without interruption for a period of at least six (6) consecutive months after diagnosis.

No benefit will be paid if, in general medical opinion, surgery, a device, or implant could result in the partial or total restoration of sight.

The diagnosis must be made:

- By physical examination by an ophthalmologist; and
- After the Effective Date of Insurance.

Motor Vehicle means a vehicle licensed to operate on public roadways.

Racing means engaging in a contest of speed against one or more other persons.

**Seat Belt** means a manufacturer or dealer-installed safety device in a Common Carrier or Motor Vehicle consisting of a strap or harness that is intended to restrain an occupant during an Accident and reduce injuries.

### LIMITATIONS AND EXCLUSIONS

The loss must occur within 180 days after the Accident.

This Benefit will terminate for the covered Employee when a Loss of Sight or Dismemberment Benefit is paid.

If two (2) or more losses covered by this Benefit result from one (1) Accident, We will pay only one (1) Benefit. That Benefit will be the largest amount available for any one (1) of the losses. This does not apply to the Seat Belt Benefit.

If two (2) or more Accidents cause losses covered by this Benefit, We will not pay more than 100% of the Accidental Death Benefit shown on the Certificate Schedule for all such losses combined. This does not apply to the Seat Belt Benefit.

This Benefit is not payable if a loss results from:

- was caused directly or indirectly, wholly or partly, from suicide or attempted suicide, whether same or insane, or any intentionally self-inflicted Injury; or
- resulted from or occurred while committing an assault or felony, or resisting or fleeing from arrest; or
- resulted from or occurred while participating in a riot or insurrection; or
- was caused by taking, absorbing or inhaling voluntarily poison, poison gas or fumes; or

- was intentionally inflicted by any person (If the Covered Person is an innocent bystander having no relationship to an altercation, it is covered.); or
- was incurred during travel, flight or descent from any kind of aircraft, unless the Covered Person was being transported as a fare paying passenger on a regularly scheduled flight (This exclusion does not apply to airline employees flying while working, traveling for pleasure or traveling to and from a job assignment); or
- was caused by disease, illness or bacterial infection (If the infection occurs because of an Injury, it is covered.);
- Substance abuse (This does not exclude a loss brought about by the use of drugs prescribed by and used as directed by a Physician.);
- War or act of war, whether declared or undeclared;
- Service in the armed forces of any country or organization or in units auxiliary thereto;
- Bacterial infection, unless the infection is caused by an Accident;
- Voluntarily taking, absorbing or inhaling poison, poisonous gas or fumes;
- Intoxication; or
- Racing a self-propelled vehicle on a racetrack, on a public road or at another place.

All Certificate provisions apply to this Rider, unless inconsistent with or changed by this Rider. The Incontestability Provision of the Certificate applies to this Rider from the Rider Issue Date.

Signed for the Company at its Home Office.

Vereza

Teresa White, President

J. Matthew Loudermilk, Secretary

# **IMPORTANT NOTICE**

Under North Carolina General Statute Section 58-50-40, no person, employer, principal, agent, trustee, or third party administrator, who is responsible for the payment of group health or life insurance or group health plan premiums, shall: (1) cause the cancellation or non-renewal of group health or life insurance, hospital, medical, or dental service corporation plan, multiple employer welfare arrangement, or group health plan coverages and the consequential loss of the coverages of the persons insured, by willfully failing to pay those premiums in accordance with the terms of the insurance or plan contract, and (2) willfully fail to deliver, at least 45 days before the termination of those coverages, to all persons covered by the group policy written notice of the person's intention to stop payment of premiums.

Please note that persons insured under group health or life insurance or group health plans may be entitled to conversion of their coverage under Article 53 of Chapter 58 of the General Statues or entitled to purchase individual policies under the Federal Health Insurance Portability and Accountability Act and Under Article 68 of Chapter 58 of the General Statues. Check your Certificate for additional information on conversion.

Violation of this law is a felony. Any person violating this law is also subject to a court order requiring the person to compensate persons insured for expenses or losses incurred as a result of the termination of the insurance.

CAIC Notice-NC 12/01

# NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE NORTH CAROLINA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

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

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

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

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 North Carolina Life and Health Insurance Guaranty Association Post Office Box 10218 Raleigh, North Carolina, 27605

# North Carolina Department of Insurance, Consumer Services Division 1201 Mail Service Center Raleigh, NC 27699-1201

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

# COVERAGE

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

# EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this association if:

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

The association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed the average rate specified in the law;
- dividends;
- experience or other credits given in connection with the administration of a policy by a group contract holder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contract holders, not individuals), unless they fund a government lottery or a benefit plan of an employer, association or union, except that unallocated annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation are not covered.

• A policy or contract commonly known as Medicare Part C or Part D or any regulations issued pursuant thereto.

# LIMITS ON AMOUNT OF COVERAGE

(1) The guaranty association cannot pay out more than the insurance company would owe under the policy or contract.

(2) Except as provided in (3) and (4) below, the guaranty association will pay a maximum of \$300,000 per individual, per insolvency, no matter how many policies or types of policies issued by the insolvent company.

(3) The guaranty association will pay a maximum of \$500,000 with respect to basic hospital, medical and surgical insurance and major medical insurance.

(4) The guaranty association will pay a maximum of \$1,000,000 with respect to the payee of a structured settlement annuity.

(5) The guaranty association will pay a maximum of \$5,000,000 to any one unallocated annuity contract holder.

### AFLAC PRIVACY PRACTICES

Protecting the privacy and confidentiality of information about our customers is very important to American Family Life Assurance Company of Columbus, American Family Life Assurance Company of New York and Continental American Insurance Company (collectively, "Aflac"). Accordingly, we strive to comply with each of the following practices in everything we do:

- We do not sell, rent, lease or otherwise disclose personal information of our customers for purposes unrelated to our products and services. The personal information of our customers is of paramount importance to us. Therefore, we provide this information only to our employees, agents and third parties as required to allow them to help us develop and provide our insurance and employee benefit products and services.
- We work to ensure information integrity and security. We use technology tools and design our business practices to help ensure that the personal information of our customers is properly gathered, stored and processed. We also work to maintain the security of, and internal and external access to, the personal information of our customers through the use of technology and our business practices.
- We expect our agents and employees to respect the personal information of our customers. Aflac has business policies and practices in place to help ensure that our employees and agents carry out these practices and otherwise protect personal information about our customers. Both employees and agents are subject to censure, dismissal, or termination for violation of these policies.

These Privacy Practices apply to our U.S. customers. Due to legal and cultural differences, our practices may vary outside the United States.

### PRIVACY NOTICE

Aflac and our agents provide this notice to let you know about the current privacy practices of Aflac and our agents. You do not need to do anything in response to this notice. This notice is merely to inform you about how we safeguard your information.

### **Collection of Information**

As part of Aflac's normal underwriting and operating procedures, Aflac (and our agents acting on our behalf) need to obtain information to determine an individual's eligibility for our products and services, and to perform our insurance functions. Aflac and our agents may collect nonpublic personal information (which includes both nonpublic personal financial information and nonpublic personal health information) about Aflac's customers, including:

- Information from our customers (including names, addresses, financial and health information).
- Information about the customers' transactions with Aflac or our agents (including claims and payment information).
- Information from consumer reporting agencies (including creditworthiness and credit history); motor vehicle records
  agencies (including accident reports and violations); investigators (including information regarding general character
  and participation in hazardous activities); insurance support organizations such as the Medical Information Bureau,
  Inc. (including claims, and health and insurance application histories); and the customers' health care providers
  (including health history), employers (including salary and benefits information), and family members.

### **Disclosure of Information**

Aflac may disclose the nonpublic personal financial information we collect, as described above, as well as information about your transactions with us (such as your policy coverage, premiums, and payment history) to our agents or other third parties who perform services or functions on our behalf, including in some circumstances the marketing of Aflac products. We may also disclose the nonpublic personal financial information we collect to other third parties as authorized by you, or as required or permitted by law.

Our agents will make disclosures of our customers' nonpublic personal financial information only while acting on Aflac's behalf and, furthermore, will make such disclosures only as Aflac itself is permitted to make.

Neither Aflac nor our agents will use or share with other parties any nonpublic personal health information about Aflac customers for any purpose other than disclosures for the performance of insurance functions by Aflac or on our behalf, disclosures that are permitted or required by law, or disclosures that the customer has authorized.

Neither Aflac nor our agents will further disclose any nonpublic personal information about a former customer of Aflac other than as may be required or permitted by law.

### **Confidentiality and Security**

Aflac and our agents will safeguard, according to strict standards of security and confidentiality, any information we collect, receive or maintain about Aflac's customers. Aflac maintains administrative, technical, and physical safeguards to ensure the security and confidentiality of our customer information and records, to protect against anticipated threats or hazards to such records, and to protect against unauthorized access to or use of such information or records.

Internally, Aflac limits access to our customers' information to only those employees who need access to the information to perform their job functions. Employees who misuse information are subject to disciplinary actions. Externally, we do not disclose customer information to any third parties unless we have previously informed the customer of the disclosure, have been authorized to do so by the customer, or are required or permitted to make the disclosure by law or our regulators.

### NOTICE OF INFORMATION PRACTICES

Arizona, California, Connecticut, Georgia, Illinois, Maine, Massachusetts, Minnesota, Nevada, New Jersey, North Carolina, Ohio, Oregon, and Virginia require insurers and agents to describe their information practices in addition to providing a Privacy Notice. There is significant overlap between the two notices, but in general our Information Practices include the following: Aflac may obtain information about you and any other persons proposed for insurance. Some of this information will come from you and some may come from other sources. That information and any other subsequent information collected by Aflac may in some circumstances be disclosed to third parties without your specific consent. Residents of these states have the right to access and correct the information collected about them except information that relates to a claim or to a civil or criminal proceeding. They also have the right to receive the specific reason for an adverse underwriting decision in writing. If you wish to have a more detailed explanation of our information practices required by your state, please submit a written request to: Aflac Worldwide Headquarters, ATTN: Client Services, 1932 Wynnton Road, Columbus, Georgia 31999.

### **NOTICE OF PRIVACY PRACTICES - PROTECTED HEALTH INFORMATION**

If you would like a copy of Aflac's Notice of Privacy Practices - Protected Health Information issued pursuant to the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended in 2009, copies are available by sending a written request to: Aflac Worldwide Headquarters, ATTN: Privacy Office, 1932 Wynnton Road, Columbus, Georgia 31999.

EMPLOYEE	GROUP NUMBER	
«ISNAMF» «ISNAML»	«ISGRP»	
DATE OF CERTIFICATE	CERTIFICATE NUMBER	
«ISPHEF»	«ISCERT»	
ISSUE AGE	10-YEAR PLANNED LEVEL PREMIUM	
«ISAGE»	FIND 10 in plan code	
PREMIUM («ISBLMD»)	TERMINATION DATE*	
«ISPREM»	05/01/2027	

# TERM LIFE SCHEDULE PAGE

# **CERTIFICATE INFORMATION**

BENEFIT	ELIGIBLE PERSON(S)	MAXIMUM ISSUE AMOUNT
Group Term Life Insurance	Employee Spouse Children	«ISBNFT» «ISBNFTS» «ISFCD2B» Check to see if this is pulling from column ID
Basic Accidental Death, Loss of Sight and Dismemberment Benefit	Employee Spouse Children	10% of Maximum Issue Amount For Covered Employee, Covered Spouse, or Covered Children
Accelerated Living Benefit for Terminal Illness	Employee Spouse Children	50% of Maximum Issue Benefit Amount
Total Disability Waiver of Premium	Employee Only	Not Applicable

# **OPTIONAL BENEFIT RIDERS**

BENEFIT	ELIGIBLE PERSON(S)	MAXIMUM ISSUE AMOUNT
Accidental Death, Loss of Sight &		Additional 100% of Maximum
Dismemberment Benefit Rider		Issue Amount
	Employee	
	Spouse	Additional 125% of Maximum
		Issue Amount for Common
		Carrier\Motor Vehicle

Evidence of Insurability may be required based upon agreement between the Policyholder and Us.

\*The Termination Dates shown assume that the Policy and Your coverage under it remain continuously In Force until the date indicated. The Policy or coverage for You and Your covered Eligible Dependents may end earlier for reasons stated in the Policy and summarized in the Certificate.

EMPLOYEE	GROUP NUMBER	
«ISNAMF» «ISNAML»	«ISGRP»	
DATE OF CERTIFICATE	CERTIFICATE NUMBER	
«ISPHEF»	«ISCERT»	
ISSUE AGE	20-YEAR PLANNED LEVEL PREMIUM	
«ISAGE»	FIND 20 in plan code	
PREMIUM («ISBLMD»)	TERMINATION DATE*	
«ISPREM»	05/01/2037	

# TERM LIFE SCHEDULE PAGE

# **CERTIFICATE INFORMATION**

BENEFIT	ELIGIBLE PERSON(S)	MAXIMUM ISSUE AMOUNT
Group Term Life Insurance	Employee Spouse Children	«ISBNFT» «ISBNFTS» «ISFCD2B» Check to see if this is pulling from column ID
Basic Accidental Death, Loss of Sight and Dismemberment Benefit	Employee Spouse Children	10% of Maximum Issue Amount For Covered Employee, Covered Spouse, or Covered Children
Accelerated Living Benefit for Terminal Illness	Employee Spouse Children	50% of Maximum Issue Benefit Amount
Total Disability Waiver of Premium	Employee Only	Not Applicable

# **OPTIONAL BENEFIT RIDERS**

BENEFIT	ELIGIBLE PERSON(S)	MAXIMUM ISSUE AMOUNT
Accidental Death, Loss of Sight &		Additional 100% of Maximum
Dismemberment Benefit Rider		Issue Amount
	Employee	
	Spouse	Additional 125% of Maximum
		Issue Amount for Common
		Carrier\Motor Vehicle

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EMPLOYEE	GROUP NUMBER	
«ISNAMF» «ISNAML»	«ISGRP»	
DATE OF CERTIFICATE	CERTIFICATE NUMBER	
«ISPHEF»	«ISCERT»	
ISSUE AGE	20-YEAR PLANNED LEVEL PREMIUM	
«ISAGE»	FIND 30 in plan code	
PREMIUM («ISBLMD»)	TERMINATION DATE*	
«ISPREM»	05/01/2037	

# TERM LIFE SCHEDULE PAGE

# **CERTIFICATE INFORMATION**

BENEFIT	ELIGIBLE PERSON(S)	MAXIMUM ISSUE AMOUNT
Group Term Life Insurance	Employee Spouse Children	«ISBNFT» «ISBNFTS» «ISFCD2B» Check to see if this is pulling from column ID
Basic Accidental Death, Loss of Sight and Dismemberment Benefit	Employee Spouse Children	10% of Maximum Issue Amount For Covered Employee, Covered Spouse, or Covered Children
Accelerated Living Benefit for Terminal Illness	Employee Spouse Children	50% of Maximum Issue Benefit Amount
Total Disability Waiver of Premium	Employee Only	Not Applicable

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BENEFIT	ELIGIBLE PERSON(S)	MAXIMUM ISSUE AMOUNT
Accidental Death, Loss of Sight &		Additional 100% of Maximum
Dismemberment Benefit Rider		Issue Amount
	Employee	
	Spouse	Additional 125% of Maximum
		Issue Amount for Common
		Carrier\Motor Vehicle

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