

## 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



## CONTINENTAL AMERICAN INSURANCE COMPANY

Columbia, South Carolina 800.433.3036

## CERTIFICATE OF INSURANCE FOR NON-PARTICIPATING GROUP ACCIDENTAL INJURY POLICY

This is accident-only coverage. It does not pay benefits for loss from sickness.

(Coverage for sickness may be included in a separate Rider, requiring additional premiums.)

**Your Employer** ("the Policyholder") applied for coverage under this Group Insurance Policy (the "Plan"). This Plan is issued by Continental American Insurance Company (the "Company," "we," "us," or "our"). Based on the Application and based on the timely payment of premiums, the Company agrees to pay the benefits provided on the following pages. Your Application is maintained on a file and made part of this Certificate. (Please note that male pronouns—such as *he, him,* and *his*—are used for both males and females, unless the context clearly shows otherwise.)

You will notice that certain words and phrases (including some medical terms and the names of policy documents) in this document are capitalized. These refer to terms with very specific definitions as they apply to this insurance policy.

#### Please read your certificate carefully.

We certify that you are insured under the Group Accidental Injury Policy (the "Plan"). The Plan was issued to your employer, the Policyholder. This coverage provides benefits for loss resulting from Accidental Injury. The Certificate is subject to the definitions, exclusions, and other provisions of the Plan.

Certain provisions of the Plan are summarized in this Certificate. All provisions of the Plan, whether contained in your Certificate or not, apply to the insurance referred to by the Certificate.

The Certificate Effective Date is shown in the Certificate Schedule. This Certificate will remain in effect for the period for which the premium has been paid. This Certificate may be continued for further periods as stated in the Plan.

This Certificate, on its Effective Date, automatically replaces any Certificate or Certificates previously issued to you under the Plan.

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## Section I - Eligibility, Effective Date, and Termination

#### Eligibility

You are an eligible Employee under this Plan if you meet the following three requirements. You are:

- 1. An Employee of the Policyholder,
- 2. Engaged in full-time work, and
- 3. Included in the class of Employees eligible for coverage, as shown on the Application.

Dependents are eligible for coverage under this Plan. A *Dependent* is:

- Your Spouse or
- The Dependent Child of your or your Spouse. *Dependent Children* are your or your Spouse's natural children, step-children, legally adopted children, or children placed for adoption who are younger than age 26 (details included in the **Definitions** section).

*Insureds* are defined as those who might be eligible for coverage in the following categories under this Plan:

- **Employee Coverage** We insure only the Employee.
- **Employee and Spouse Coverage** We insure the Employee and Spouse.
- Employee and Child Coverage We insure the Employee and any Dependent Children.
- **Family Coverage** We insure the Employee, Spouse, and any Dependent Children.

Any other additions to the Insured class must be added by Endorsement after applying to the Company.

#### **Effective Date**

Your Certificate Effective Date is the date your insurance takes effect. That date is either the date:

- Shown on the Certificate Schedule if you are Actively at Work on that date, or
- You return to an Actively-at-Work status if you are not Actively at Work on the date shown on the Certificate Schedule.

#### Plan Termination

The Plan may terminate for any of the following reasons:

- The premium is not paid before the end of the Grace Period.
- The Company cancels the Plan any time after the end of the first premium year. To do this, the Company must give 60 days' written notice.
- The number of participating Employees is less than the number mutually agreed upon by the Company and the Policyholder in the signed master Application.

The Policyholder has the sole responsibility to notify you of the Plan's termination. If the Plan terminates, it—and all Certificates and Riders issued under the Plan—will terminate on the specified termination date. The termination occurs as of 12:01 a.m. at the Policyholder's address. If the Plan terminates, we will provide coverage for claims arising from Covered Accidents that occurred while the Plan was in force.

## **Termination of An Employee's Insurance**

Your insurance will terminate on whichever occurs first:

- The date the Company terminates the Plan.
- The 31st day after the premium due date, if the premium has not been paid.
- The date you no longer meet the Plan's definition of an Employee.
- The date you no longer belong to an eligible class.

If the Plan terminates, we will provide coverage for claims arising from Covered Accidents that occurred while the Plan was in force.

### **Section II - Premium Provisions**

#### **Premium Calculations**

The Schedule of Premiums determines the premium amount payable on any premium due date. The rates shown in this Schedule can be changed annually. The Company will give the Policyholder written notice 31 days before any change in rates becomes effective.

#### **Premium Increase**

The Company will notify the Policyholder and each employer group or subgroup insured under the Policy of the maximum amount of a group premium increase. This will be done no less than 60 days before the premium increase becomes effective.

#### **Premium Payments**

The first premium is due on this Plan's Effective Date. After that, premiums are due on the first day of each month that the Plan remains in effect.

Aggregate premiums for this Plan should be paid to the Company at its home office in Columbia, South Carolina. Payment of any premium will not keep the Plan in force beyond the due date of the next premium, except as set forth in the Grace Period.

#### **Premium Refund**

If coverage is terminated for any reason, the Company will return any unearned premium to the Insured on a pro-rata basis on or before the premium cancellation date.

#### **Grace Period**

This Plan has a 31-day Grace Period. If a renewal premium is not paid on or before its due date, the premium may be paid during the next 31 days. During the Grace Period, the Plan will stay in force, unless the Policyholder has given the Company written notice of its intention to discontinue the Plan.

#### **Section III – Definitions**

When the terms below are used in this Plan, the following definitions will apply:

Accidental Injury or Injuries means bodily Injury or Injuries resulting from an unforeseen and unexpected traumatic event that meets the definition of Covered Accident.

**Actively at Work** is defined as your ability to perform your regular employment duties for a full normal workday. You may perform these activities either at your employer's regular place of business or at a location where you may be required to travel to perform the regular duties of your employment.

Calendar Year is defined as January 1 through December 31 of the same year.

**Covered Accident** means an unforeseen and unexpected traumatic event resulting in bodily Injury. An event meets the qualifications of Covered Accident if it:

- Occurs on or after the Plan's Effective Date,
- Occurs while coverage is in force, and
- Is not specifically excluded.

**Dependent** means your Spouse or your Dependent Child. **Dependent Children** are your or your Spouse's natural children, step-children, legally adopted children, or children placed for adoption who are younger than age 26.

If Dependent Child coverage is not already in force, newborn children are automatically covered from the moment of birth for 30 days. Newly adopted children are also automatically covered from the date of placement for adoption or final decree of adoption, whichever occurs first, for 30 days. To extend coverage beyond 30 days, the Insured must contact the Company within the 30-day time period following the child's birth or adoption. If Dependent Child coverage is already in-force, no notice is required.

However, there is an exception to the age-26 limit listed above. This limit will not apply to any child who is incapable of self-sustaining employment due to mental or physical handicap and is dependent on a parent for support. You or your Spouse must furnish proof of this incapacity and dependency to the Company within 31 days following the Child's 26th birthday.

**Doctor** is defined as a person who is:

- Legally qualified to practice medicine,
- Licensed as a physician by the state where Treatment is received, and
- Licensed to treat the type of condition for which a claim is made.

A Doctor does not include you or your Family Member.

*Employee* is a person who meets eligibility requirements under **Section I – Eligibility**, and who is covered under this Plan. The Employee is the primary Insured under this Plan.

*Family Member* includes the Employee's *Spouse* (who is defined as an Employee's legal wife or husband) as well as the following members of the Insured's immediate family:

son

mother

sister

daughter

father

• brother

This includes Step-Family Members and Family-Members-in-law.

*Full-time Work* means that an Insured spends at least the minimum hours required by your employer per week performing his occupational duties.

*Hospital* refers to a place that:

- Is legally licensed and operated as a Hospital;
- Provides overnight care of injured and sick people;
- Is supervised by a Doctor;
- Has full-time nurses supervised by a registered nurse;
- Has on-site or pre-arranged use of X-ray equipment, laboratory, and surgical facilities; and
- Maintains permanent medical history records.

#### A Hospital is **not:**

- A nursing home;
- An extended-care facility;
- A convalescent home;
- A rest home or a home for the aged;
- A place for alcoholics or drug addicts; or
- A mental institution.

*Hospital Intensive Care Unit* refers to a specifically designed Hospital facility that provides the highest level of medical care and is restricted to patients who are critically ill or injured. Hospital Intensive Care Units must be:

- Separate and apart from the surgical recovery room;
- Separate and apart from rooms, beds, and wards customarily used for patient confinement;

- Permanently equipped with special life-saving equipment to care for the critically ill or injured; and
- Under constant and continuous observation by nursing staffs assigned to the Intensive Care Unit on an exclusive, full-time basis.

*Treatment or Medical Treatment* is the consultation, care, or services provided by a Doctor. This includes receiving any diagnostic measures and taking prescribed drugs and medicines.

Your Occupation means the occupation in which you are regularly engaged at the time you become disabled.

#### Section IV - Benefit Provisions

The language in this provision matches that of the Policy. As this Certificate is issued to you, the primary Insured, we included the use of "you" and "yours."

The benefit amounts payable under this section are shown in the Benefit Schedule.

## **Specific Injuries Benefits**

#### **Fracture Benefit**

*Fracture* is a break in a bone that can be seen by X-ray. If a bone is fractured in a Covered Accident, and it is diagnosed and treated by a Doctor within 90 days after the accident, we will pay the appropriate amount shown in the Benefit Schedule.

If the fracture requires open reduction, we will pay 150% of the amount shown in the Benefit Schedule.

*Multiple fractures* refers to more than one fracture requiring either open or closed reduction. If these fractures occur in any one Covered Accident, we will pay the appropriate amounts shown in the Benefit Schedule for each fracture. However, we will pay no more than 150% of the benefit amount for the bone fractured which has the highest dollar amount.

*Chip fracture* refers to a piece of bone that is completely broken off near a joint. If a Doctor diagnoses the fracture as a chip fracture, we will pay 10% of the amount shown in the Benefit Schedule for the affected bone.

#### **Dislocation Benefit**

*Dislocation* refers to a completely separated joint. If a joint is dislocated in a Covered Accident, and it is diagnosed and treated by a Doctor within 90 days after the accident, we will pay the amount shown in the Benefit Schedule.

If the dislocation requires open reduction, we will pay 150% of the amount shown in the Benefit Schedule.

We will pay benefits only for the first dislocation of a joint. We will not pay for recurring dislocations of the same joint. If you dislocated a joint before the Effective Date of your Certificate and then dislocate the same joint again, it will not be covered by this Certificate.

*Multiple dislocations* refers to more than one dislocation requiring either open or closed reduction in anyone Covered Accident. For each covered dislocation, we will pay the amounts shown in the Benefit Schedule. However, we will pay no more than 150% of the benefit amount for the dislocated joint that has the higher dollar amount.

*Partial dislocation* is one in which the joint is not completely separated. If a Doctor diagnoses and treats the Accidental Injury as a partial dislocation, we will pay 25% of the amount shown in the Benefit Schedule for the affected joint.

If you have **both** fracture and dislocation in the same Covered Accident, we will pay for both. However, we will pay no more than 150% of the benefit amount for the fractured bone or dislocated joint that has the higher dollar amount.

#### **Laceration Benefit**

If you receive a laceration in a Covered Accident, we will pay the appropriate amount shown in the Benefit Schedule. The laceration must be repaired with stitches by a Doctor within 72 hours after the accident. The amount paid will be based on the length of the laceration.

You may receive a laceration that does not require stitches. However, if that laceration is treated by a Doctor within 72 hours after the Covered Accident, we will pay the appropriate amount shown in the Benefit Schedule.

If you suffer multiple lacerations in a Covered Accident, and the lacerations are repaired with stitches by a Doctor within 72 hours after the accident, we will pay this benefit based on the largest single laceration which requires stitches, as shown in the Benefit Schedule.

#### **Concussion Benefit**

A *concussion* or *Mild Traumatic Brain Injury (MTBI)* is defined as a disruption of brain function resulting from a traumatic blow to the head. (Note: *Concussion* and *MTBI* are used interchangeably.)

If you have a concussion from a Covered Accident, we will pay the amount shown for this benefit in the Benefit Schedule. The concussion must be diagnosed by a Doctor.

#### Coma Benefit

*Coma* means a state of profound unconsciousness caused by a Covered Accident. If you are in a coma lasting 30 days or more as the result of a Covered Accident, we will pay this benefit as shown in the Benefit Schedule.

#### **Emergency Dental Work Benefit**

We will pay this benefit if you have an Injury to sound natural teeth as the result of a Covered Accident. We will pay for extraction or repair with a crown as shown in the Benefit Schedule.

#### **Eve Injuries Benefit**

For eye injuries requiring surgical repair, we will pay the amount shown in the Benefit Schedule, if, because of a Covered Accident:

- You injure an eye,
- A Doctor repairs the eye through surgery, and
- The eye surgery occurs within 90 days after the Accident.

For eye injuries requiring removal of a foreign body, we will pay the amount shown in the Benefit Schedule if a Doctor removes a foreign body from the eye, with or without anesthesia.

#### **Tendons and Ligaments Benefit**

We will pay the appropriate amount shown in the Benefit Schedule if a Covered Accident causes you to:

- Tear, sever, or rupture a tendon or ligament;
- Receive Treatment from a Doctor within 60 days; and
- Have surgical repair within 90 days after the accident.

The amount paid will be based on the number (single or multiple) of tendons or ligaments repaired.

#### **Ruptured Disc Benefit**

We will pay the amount shown in the Benefit Schedule if a Covered Accident causes you to:

- Rupture a disc in your spine,
- Receive Treatment from a Doctor within 60 days after the accident, and
- Have surgical repair by a Doctor within one year after the accident.

The amount paid will be based on when the accident occurred. See the Benefit Schedule for details.

#### Torn Knee Cartilage Benefit

We will pay the amount shown in the Benefit Schedule if you are injured in a Covered Accident and:

- Accidental injuries result in torn knee cartilage,
- This Injury requires Doctor Treatment within 60 days from the accident date, and
- This Injury requires surgical repair within one year from the accident date.

The amount paid will be based on when the accident occurred. See the Benefit Schedule for details.

#### **Internal Injuries Benefit**

We will pay the amount shown in the Benefit Schedule if:

- A Covered Accident causes you to have internal Injuries, and
- Those internal Injuries require open abdominal or thoracic surgery.

### **Exploratory Surgery Benefit**

We will pay the amount shown in the Benefit Schedule if a Covered Accident causes you to have exploratory surgery (without repair). The Exploratory Surgery must be required as the result of an Injury.

#### **Paralysis Benefit**

*Paralysis* means the permanent loss of movement of two or more limbs. We will pay the appropriate amount shown in the Benefit Schedule if, because of a Covered Accident:

- You are injured,
- The Injury causes paralysis which lasts more than 90 days, and
- The paralysis is diagnosed by a Doctor within 90 days after the accident.

The amount paid will be based on the number of limbs paralyzed.

If this benefit is paid and you later die as a result of the same Covered Accident, we will pay the appropriate Death Benefit, less any amounts paid under the Paralysis Benefit.

#### **Burns Benefit**

We will pay the appropriate amount shown in the Benefit Schedule if you have burns in a Covered Accident. We will pay the Burns Benefit according to the percentage of body surface burned. You must be treated for burns by a Doctor within 72 hours after the accident. First-degree burns are not covered.

#### **Dismemberment Benefit**

We will pay the appropriate amount shown in the Benefit Schedule if, because of a Covered Accident, you:

- Are injured and
- Lose a hand, a foot, or sight within 90 days after the accident as a result of the Injury.

If you lose one hand, one foot, or the sight of one eye in a Covered Accident, we will pay the single loss benefit shown in the Benefit Schedule.

If you lose both hands, both feet, the sight of both eyes, or a combination of any two, we will pay the double loss benefit shown in the Benefit Schedule.

If you lose one or more fingers or toes in a Covered Accident, we will pay the finger/toe benefit shown in the Benefit Schedule.

Dismemberment means:

- Loss of a hand The hand is removed at or above the wrist joint; or
- Loss of a foot The foot is removed at or above the ankle; or
- Loss of sight At least 80% of the vision in one eye is lost (such loss of sight must be permanent and irrecoverable); or
- Loss of a finger/toe The finger or toe is removed at or above the joint where it is attached to the hand or foot.

If you do not qualify for the Dismemberment Benefit but lose at least one joint of a finger or toe, we will pay the Partial Dismemberment Benefit shown in the Benefit Schedule.

If the Dismemberment Benefit is paid and you later die as a result of the same Covered Accident, we will pay the appropriate death benefit, less any amounts paid under this benefit.

### **Services Benefits**

#### Blood/Plasma Benefit

We will pay the amount shown in the Benefit Schedule if, because of a Covered Accident, you:

- Are injured and
- Receive blood or plasma within 90 days after the accident.

#### **Ambulance Benefit**

We will pay the appropriate amount shown in the Benefit Schedule if, because of a Covered Accident, you:

- Are injured and
- Require transportation to a Hospital by a professional ambulance service. This transportation must occur within 90 days after the accident.

Ambulance service includes air ambulance service.

#### **Transportation Benefit**

We will pay the applicable amount shown in the Benefit Schedule for train, plane, or bus transportation. This benefit is payable if, because of a Covered Accident, you:

- Are injured **and**
- Require Doctor-recommended Hospital Treatment or diagnostic study that is not available in your resident city.

Use of such transportation must begin within 90 days from the Covered Accident date. The distance to the Hospital Treatment or diagnostic study must be greater than 50 miles from your residence.

### Family Member Lodging Benefit

We will pay this benefit in the amount and for the number of days shown in the Benefit Schedule. We will pay this benefit for each night's lodging in a motel/hotel room for an adult member of your immediate family. For this benefit to be payable, because of a Covered Accident:

- You must be confined to a Hospital for Treatment of an Injury,
- The Hospital and motel/hotel must be more than 100 miles from your residence, and
- The Treatment must be prescribed by your local Doctor.

#### **Medical Fees Benefit**

We will pay the amount shown in the Benefit Schedule for the following medical fees:

- X-rays
- Doctor services

For benefits to be payable, because of a Covered Accident, you must:

- Be injured **and**
- Receive initial Treatment from a Doctor within 72 hours after the accident.

We will pay the Medical Fees Benefit:

- For Treatment received due to injuries from a Covered Accident and
- For each Covered Accident up to one year after the accident date.

We will not pay the Medical Fees Benefit and the Accident Emergency Room Treatment Benefit for the same Covered Accident. We will pay the highest eligible benefit amount.

#### **Prosthesis Benefit**

Prosthetic devices must be used as the result of Injury from a Covered Accident. For Covered Accidents, we will pay the amount shown in the Benefit Schedule for each prosthetic device you use. Prosthetic devices **not** covered include:

- Hearing aids.
- Wigs.
- Dental aids (including, but not limited to, false teeth).

#### **Appliances Benefit**

We will pay the amount shown in the Benefit Schedule if a Doctor advises you to use a medical appliance. The medical appliance must be used as the result of an Injury received in a Covered Accident. It must be used as an aid in personal locomotion. *Medical appliance* means crutches, wheelchairs, leg braces, back braces, and walkers.

#### **Accident Follow-Up Treatment Benefit**

For injuries received in a Covered Accident, we will pay this benefit under the following conditions:

- You receive initial Treatment within 72 hours after the Covered Accident.
- You receive Doctor-prescribed follow-up Treatment.
- The follow-up Treatment begins within 30 days after the Covered Accident or discharge from the Hospital.

We will pay for a maximum of 6 Treatments per Covered Accident.

#### Physical Therapy Benefit

For injuries received in a Covered Accident, we will pay this benefit under the following conditions:

- You receive initial Treatment within 72 hours after the Covered Accident.
- You receive Doctor-prescribed physical therapy Treatment.
- The physical therapy Treatment begins within 30 days after the Covered Accident or discharge from the Hospital.
- The physical therapy Treatment takes place within 6 months after the Covered Accident.

We will pay for a maximum of 6 physical therapy Treatments per Covered Accident. We will not pay this benefit for the same visit that the Accident Follow-up Treatment Benefit is paid.

#### Wellness Benefit

We will pay the amount shown in the Benefit Schedule for the following:

- Annual physical exams
- mammograms
- pap smears

- eye examinations
- immunizations
- flexible sigmoidoscopy
- PSA tests
- ultrasounds
- blood screening

This benefit is only payable for Wellness Tests performed as the result of preventive care, including tests and diagnostic procedures ordered in connection with routine examinations.

This benefit is payable after premiums have been paid for 12 months and while your coverage is in force. This benefit is payable once each 12-month period.

#### **Emergency Room Treatment Benefit**

We will pay the amount shown in the Benefit Schedule for injuries received in a Covered Accident if you:

- Receive Treatment in a Hospital emergency room and
- Receive initial Treatment within 72 hours after the Covered Accident.

This benefit is payable only once per 24-hour period and only once per Covered Accident. We will not pay the Accident Emergency Room Treatment Benefit and the Medical Fees Benefit for the same Covered Accident. We will pay the highest eligible benefit amount.

#### **Emergency Room Observation Benefit**

We will pay the amount shown in the Benefit Schedule for injuries received in a Covered Accident if you:

- Receive Treatment in a Hospital emergency room, and
- Are held in a Hospital for observation for at least 24 hours, and
- Receive initial Treatment within 72 hours after the accident.

This benefit is payable only once per 24-hour period and only once per Covered Accident. This benefit is paid in addition to Accident Emergency Room Treatment Benefit or the Medical Fees Benefit.

## **Hospital Benefits**

## **Hospital Admission Benefit**

We will pay the Hospital Admission Benefit amount shown in the Benefit Schedule. We will pay this benefit when, because of a Covered Accident, you:

- Are injured,
- Require hospital confinement, and
- Are confined to a hospital for at least 24 hours within 6 months after the accident date.

We will pay this benefit once per Calendar Year. We will not pay this benefit for confinement to an observation unit. We will not pay this benefit for emergency room Treatment or outpatient surgery or Treatment.

#### **Hospital Confinement Benefit**

We will pay the appropriate amount shown in the Benefit Schedule if, because of a Covered Accident:

- You are injured, and
- Those injuries cause you to be confined to a Hospital for at least 24 hours within 90 days after the accident.

The Benefit Schedule shows the maximum period for which you can collect the Hospital Confinement Benefit for the same Injury.

This benefit is payable once per Hospital confinement even if the confinement is caused by more than one Accidental Injury.

We will not pay this benefit for confinement to an observation unit. We will not pay this benefit for emergency room Treatment or outpatient surgery or Treatment.

#### **Hospital Intensive Care Benefit**

We will pay the appropriate amount and number of days shown in the Benefit Schedule if, because of a Covered Accident:

- You are injured, and
- Those injuries cause you to be confined to a hospital intensive care unit.

This benefit is payable in addition to the Hospital Confinement Benefit.

### **Accidental-Death Benefits**

#### Accidental-Death Benefit

We will pay the amount shown in the Benefit Schedule if, because of a Covered Accident:

- You are injured, and
- The Injury causes you to die within 90 days after the accident.

We will pay the Accidental-Death Benefit in addition to the Accidental Common-Carrier Death Benefit.

#### Accidental Common-Carrier Death Benefit

We will pay the amount shown in the Benefit Schedule if you:

- Are a fare-paying passenger on a common carrier, as defined below, and
- Are injured in a covered accident, and
- Die within 90 days after the covered accident.

#### Common carrier means:

- An airline carrier that is licensed by the United States Federal Aviation Administration and operated by a licensed pilot on a regular schedule between established airports;
- A railroad train that is licensed and operated for passenger service only; or
- A boat or ship that is licensed for passenger service and operated on a regular schedule between established ports.

We will pay the Accidental Common-Carrier Death Benefit in addition to the Accidental-Death Benefit.

#### **Section V - Exclusions**

We will not pay benefits for Injury, Total Disability, or death contributed to, caused by, or resulting from:

- War –participating in war or any act of war, declared or not; participating in the armed forces of, or contracting with, any country or international authority. We will return the prorated premium for any period not covered by this Certificate when you are in such service.
- Suicide –committing or attempting to commit suicide, while sane or insane.
- **Sickness** –having any disease or bodily/mental illness or degenerative process. We also will not pay benefits for any related medical/surgical Treatment or diagnostic procedures for such illness.
- **Self-Inflicted Injuries** –injuring or attempting to injure yourself intentionally.
- Racing –riding in or driving any motor-driven vehicle in a race, stunt show, or speed test.
- **Intoxication** –being legally intoxicated, or being under the influence of any narcotic, unless taken under the direction of a Doctor. *Legally intoxicated* means that condition as defined by the law of the jurisdiction in which the accident occurred.)
- **Illegal Acts** –participating or attempting to participate in an illegal activity, or working at an illegal job.
- **Sports** –participating in any organized sport –professional or semi-professional.
- **Cosmetic Surgery** –having cosmetic surgery or other elective procedures that are not medically necessary or having dental Treatment except as a result of a Covered Accident.

#### **Section VI - Claim Provisions**

#### **Notice of Claim**

You must give written notice of claim:

- Within 60 days after a Covered Accident or
- As soon as reasonably possible.

Notice must include your name and the Certificate number. Notice can be mailed to the Company at:

P.O. Box 427, Columbia, South Carolina, 29202

#### Claim Forms

When the Company receives notice of a claim, we will send you forms so that you can file Proof of Loss (details included in the **Proof of Loss** section below). If the Company does not provide the forms within 10 working days, you can meet Proof of Loss requirements by providing a written statement about the nature and extent of the loss. You will also need to provide a statement by the treating Doctor. You must provide this information within the time limit stated in the **Proof of Loss** section.

#### **Proof of Loss**

*Proof of Loss* refers to documentation that supports a claim (this information is often found in standardized medical documents, such as hospital bills and operative reports). You must provide Proof of Loss to the Company at:

P.O. Box 427, Columbia, South Carolina, 29202

You must provide Proof of Loss documentation within 90 days after the date of the Covered Accident. However, the Company will not invalidate or reduce any claim if it was not reasonably possible for you to provide this proof within the required time. You must provide the proof as soon as reasonably possible. The Company will not accept proof any later than one year and three months after the Covered Accident, except in the absence of your legal mental capacity.

## **Claims Payment Timeframe**

Once we receive proper Proof of Loss, we will process your claim. If the claim can be paid, and a benefit provides for periodic payments, we will pay those benefits on a monthly basis. For other payable benefits, we will pay those claims after processing. We will process electronic claims within 15 working days and paper claims within 30 calendar days.

## Payment of Claims

We will pay all benefits to you unless otherwise assigned. For any benefits that remain unpaid at the time of death, we will pay those benefits in the following order:

- 1. To any approved assignee;
- 2. To your beneficiary;
- 3. To your surviving spouse;
- 4. To your estate.

## **Changing Your Beneficiary**

You can ask us to change your beneficiary at any time. The request must be in writing and the change must be approved by us. If approved, it will go into effect the day you sign the request. The change will not have any bearing on payments made before we approved the request.

## **Unpaid Premium**

When a claim is paid, we may deduct any premium due and unpaid from the claim payment.

## **Physical Examination and Autopsy**

The Company may have an Insured examined as often as reasonably necessary while a claim is pending. In the case of death, the Company may also require an autopsy, unless prohibited by law. The Company will cover all costs for exams and/or autopsy.

## **Legal Action**

You cannot take legal action against us for benefits under this Plan:

- Within 60 days after you have sent us written Proof of Loss; or
- More than 3 years from the time written proof is required to be given.

#### **Section VII - General Provisions**

## **Entire Contract Changes**

The Entire Contract of Insurance is made up of:

- This Policy,
- The Application,
- Certificates.
- Endorsements.
- Benefit agreements, and
- Riders (if any).

All statements (excluding fraudulent ones or intentionally misrepresented ones) that the Policyholder or an Insured have made in the Application will be considered representations, **not** warranties.

If statements on the Application require additional review, the Company will send a copy of the Application to:

- The Policyholder, or
- The Insured, **or**
- The Insured's beneficiary.

This will ensure that Policyholders have an opportunity to review the information they have provided in their Applications. The Company *will not* void insurance or reduce benefits (as a result of statements made on the Application) without sending Application copies as outlined above.

Changes to this Plan:

- Will not be valid unless approved in writing by an executive officer of the Company.
- Must be noted on or attached to the Contract.
- May not be made by any agent (nor can an agent waive any Plan provisions).

Any Rider, Endorsement, or Application that modifies, limits, or excludes coverage under this Plan must be signed by the Insured to be valid.

## Misstatement of Age

If an age has been misstated on the Application, the benefits will be those that the paid premium would have purchased at the correct age.

## Time Limit on Certain Defenses

After two years from your Effective Date of coverage, the Company may not void coverage or deny a claim for any loss because of misstatements made on your Application. This does not apply to fraudulent misstatements.

#### Clerical Error

Clerical error by the Policyholder will not end coverage or continue terminated coverage. In the event of a clerical error, the Company will make a premium adjustment.

#### **Individual Certificate**

The Company will give the Policyholder a Certificate for each Employee. The Certificate will set forth:

- The coverage,
- To whom benefits will be paid, and
- The rights and privileges under the plan.

## **Required Information**

The Policyholder will furnish all information and proofs which the Company may reasonably require with regard to the Plan.

## **Conformity With State Statutes**

Any Plan provision that conflicts with state statutes where this Plan was issued on its Effective Date is hereby amended to conform to the minimum requirements of those statutes.

## Section VIII - Benefit Schedule

Specific Injuries Benefits	Plan I
Fracture	
Hip/thigh	\$4,500
Vertebrae	4,050
Pelvis	3,600
Skull (depressed)	3,375
Skull (simple)	1,575
Leg	2,700
Foot/ankle/knee cap	2,250
Forearm/hand	2,250
Lower jaw	1,800
Shoulder blade/collar bone	1,800
Upper arm/upper jaw	1,575
Facial bones (except teeth)	1,350
Vertebral processes	900
Coccyx/rib/finger/toe	360
Dislocation	
Hip	4,000
Knee (not knee cap)	2,600
Shoulder	2,000
Foot/ankle	1600
Hand	1,400
Lower jaw	1,200
Wrist	1,000
Elbow	800
Finger/toe	320
Laceration	
Over 6"	400
2" to 6"	200
Under 2"	50
Lacerations not requiring stitches	25
Concussion	200
Coma	10,000
Emergency Dental Work	
Repair with crown	150
Extraction	50
Eye Injuries	
Requiring surgical repair	250
Removal of foreign body	50
Tendons/Ligaments	
Single	400
Multiple	600
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Ruptured Disc	
Injury occurs during first Certificate year	100
Injury occurs after first Certificate year	400
Torn Knee Cartilage	
Injury occurs during first Certificate year	100
Injury occurs after first Certificate year	400
Internal Injuries	1,000
Exploratory Surgery (without repair)	250
Paralysis	
Four limbs (quadriplegia)	10,000
Two limbs (paraplegia)	5,000
Burns	
Second Degree	
Less than 10%	100
At least 10% but less than 25%	200
At least 25% but less than 35%	500
35% or more	1,000
Third Degree	
Less than 10%	1,000
At least 10% but less than 25%	5,000
At least 25% but less than 35%	10,000
35% or more	20,000
Dismemberment	
Loss of hand, foot, or sight	
Single loss	12,500
Double loss	25,000
Loss of one or more fingers or toes	1,250
Partial amputation of finger or toe	100
Compiesa Demofita	
Services Benefits Blood/Plasma	100
Blood/Plasma	100
Ambulance	100
Air Ambulance	500
Transportation	
Train or Plane	300
Bus	150
Family Member Lodging Maximum Benefit Period: 30 days	100/per night

**Medical Fees** 

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Prosthesis	500
Appliances	100
Accident Follow-Up Treatment Maximum of 6 Treatments per Covered Accident	25
Physical Therapy Maximum of 6 Treatments per Covered Accident	25
Wellness Once per 12-month period	60
Emergency Room Treatment	125
<b>Emergency Room Observation</b>	75
Hospital Benefits Hospital Admission Payable once per Calendar Year	1,000
Hospital Confinement Maximum Benefit Period: 365 days	200/day
Hospital Intensive Care Maximum Benefit Period: 30 days	400/day
Accidental-Death Benefits Accidental Death	50,000
Accidental Common-Carrier Death	100,000



## CONTINENTAL AMERICAN INSURANCE COMPANY

## Columbia, South Carolina 800.433.3036

# AMENDMENT TO CERTIFICATE OF INSURANCE FOR NON-PARTICIPATING GROUP ACCIDENTAL INJURY POLICY

This Amendment alters the policy and the certificate to which it is attached. Unless specifically addressed by this Amendment, all other policy and certificate provisions, definitions, and other terms apply.

Effective Date – This Amendment is effective on the date it is issued.

#### The Laceration Benefit is deleted and replaced with the following:

If you receive a laceration in a Covered Accident, we will pay the appropriate amount shown in the Benefit Schedule. The laceration must be repaired with stitches by a Doctor within 14 days after the accident. The amount paid will be based on the length of the laceration.

You may receive a laceration that does not require stitches. However, if that laceration is treated by a Doctor within 14 days after the Covered Accident, we will pay the appropriate amount shown in the Benefit Schedule.

If you suffer multiple lacerations in a Covered Accident, and the lacerations are repaired with stitches by a Doctor within 14 days after the accident, we will pay this benefit based on the largest single laceration which requires stitches, as shown in the Benefit Schedule.

#### The Burns Benefit is deleted and replaced with the following:

We will pay the appropriate amount shown in the Benefit Schedule if you have burns in a Covered Accident. We will pay the Burns Benefit according to the percentage of body surface burned. You must be treated for burns by a Doctor within 14 days after the accident. First-degree burns are not covered.

#### The Medical Fees Benefit is deleted and replaced with the following:

We will pay the amount shown in the Benefit Schedule for the following medical fees:

- X-rays.
- Doctor services.

For benefits to be payable, because of a Covered Accident, you must:

- Be injured and
- Receive initial Treatment from a Doctor within 14 days after the accident.

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We will pay the Medical Fees Benefit:

- For Treatment received due to injuries from a Covered Accident and
- For each Covered Accident up to one year after the accident date.

We will not pay the Medical Fees Benefit and the Accident Emergency Room Treatment Benefit for the same Covered Accident. We will pay the highest eligible benefit amount.

#### The Accident Follow-Up Treatment Benefit is deleted and replaced with the following:

For injuries received in a Covered Accident, we will pay this benefit under the following conditions:

- You receive initial Treatment within 14 days after the Covered Accident.
- You receive Doctor-prescribed follow-up Treatment.
- The follow-up Treatment begins within 30 days after the Covered Accident or discharge from the Hospital.

We will pay for a maximum of 6 Treatments per Covered Accident.

#### The Physical Therapy Benefit is deleted and replaced with the following:

For injuries received in a Covered Accident, we will pay this benefit under the following conditions:

- You receive initial Treatment within 14 days after the Covered Accident.
- You receive Doctor-prescribed physical therapy Treatment.
- The physical therapy Treatment begins within 30 days after the Covered Accident or discharge from the Hospital.
- The physical therapy Treatment takes place within 6 months after the Covered Accident.

We will pay for a maximum of 6 physical therapy Treatments per Covered Accident. We will not pay this benefit for the same visit that the Accident Follow-up Treatment Benefit is paid.

#### The Emergency Room Treatment Benefit is deleted and replaced with the following:

We will pay the amount shown in the Benefit Schedule for injuries received in a Covered Accident if you:

- Receive Treatment in a Hospital emergency room and
- Receive initial Treatment within 14 days after the Covered Accident.

This benefit is payable only once per 24-hour period and only once per Covered Accident. We will not pay the Accident Emergency Room Treatment Benefit and the Medical Fees Benefit for the same Covered Accident. We will pay the highest eligible benefit amount.

#### The Emergency Room Observation Benefit is deleted and replaced with the following:

We will pay the amount shown in the Benefit Schedule for injuries received in a Covered Accident if you:

- Receive Treatment in a Hospital emergency room,
- Are held in a Hospital for observation for at least 24 hours, and
- Receive initial Treatment within 14 days after the accident.

This benefit is payable only once per 24-hour period and only once per Covered Accident. This benefit is paid in addition to the Accident Emergency Room Treatment Benefit or the Medical Fees Benefit.

#### **GENERAL PROVISIONS**

This Amendment is part of the Non-Participating Group Accidental Injury Policy and Certificate and will terminate when that Policy and Certificate terminates, or when premiums are no longer paid for this Amendment.

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This Amendment is subject to all of the terms of the Non-Participating Group Accidental Injury Policy and Certificate to which it is attached unless any such items are inconsistent with the terms of this Amendment.

Signed for the Company at its Home Office,

Teresa White, President

J. Matthew Loudermilk, Secretary

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## CONTINENTAL AMERICAN INSURANCE COMPANY

Columbia, South Carolina 800.433.3036

Please call the toll-free number above with any questions about this coverage.

#### **Continuation of Coverage Endorsement**

This Endorsement is part of the Policy and Certificate to which it is attached. This Endorsement is subject to all the definitions, terms, and other provisions of the Policy and Certificate to which it is attached, unless those terms are inconsistent with this Endorsement.

#### **EFFECTIVE DATE**

If issued at the same time as the Certificate, this Endorsement becomes effective when the Certificate becomes effective. If issued after the Certificate, this Endorsement will have a later Effective Date.

## The following provisions are added after the Portability Privilege provision in your Certificate: **CONTINUATION OF COVERAGE**

If the Group Policy is terminated by the Policyholder and is not replaced with another group policy you may apply to continue the coverage you had on the Group Policy termination date. This includes any in-force Spouse or Dependent Child coverage. The Group Policy will be continued as if the Group Policy is in force for those who have applied to continue their coverage under this provision. The members will continue to have coverage, with their Certificates remaining in force.

The Company will apply the same benefit sand plan provisions as shown in your Certificate on the date you are eligible to continue coverage under this provision. Your continued coverage is subject to all of the provisions, exclusions and limitations of the Group Policy.

To keep your Certificate in force, you must:

- Apply to the Company in writing under this Continuation of Coverage provision within 31 days after the date your Certificate would terminate, and
- Pay the required premium no later than 31 days after the date the Certificate would terminate and on each premium due date thereafter to the Company at our Customer Service Center in Columbus, Georgia.

#### **PREMIUMS**

Initial premium rates will be based on the rates in effect at the time you apply to continue your coverage. Premium rates can be changed by the Company at any time upon 31 days written notice to you. Any such change will be applied to all Certificates in your class and will not be based on your or your Spouse and Dependent Children's health or other individual factors.

You may decrease, but not increase, the amount of your coverage, and the amount of your Spouse's coverage, if any.

#### **TERMINATION**

Your continued coverage, including any in-force Spouse or Dependent Child coverage, will end:

- 31 days after the date you fail to pay any required premium.
- When coverage is terminated by the Company. We will provide you a 31-day advance written notice of any termination.
- On the date you die (unless your Spouse elects to become the Primary Insured under the Successor Insured provision, if applicable).

Once continued coverage is cancelled it cannot be reinstated. If your coverage terminates, we will provide benefits for valid claims that arose while your coverage was active.

#### **CONTRACT**

This Endorsement is part of the Certificate. It will terminate when:

• The Certificate terminates.

Signed for the Company at its Home Office,

Teresa White, President

J. Matthew Loudermilk, Secretary