

Home Office: 2801 Devine Street, Columbia, South Carolina 29205 (herein called Continental American)

### CERTIFICATE OF INSURANCE FOR GROUP CRITICAL ILLNESS POLICY

### THIS CERTIFICATE PROVIDES BENEFITS FOR THE CRITICAL ILLNESSES LISTED. IT DOES NOT PROVIDE BENEFITS FOR ANY OTHER SICKNESS OR CONDITION.

### PLEASE READ YOUR CERTIFICATE CAREFULLY

THIS IS NOT A MEDICARE SUPPLEMENT POLICY. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare.

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We certify that you are insured under the Critical Illnesses Policy (herein called the Plan) issued to the Policyholder, subject to the definitions, exclusions and other provisions of the Plan against loss resulting from Critical Illness. 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 Effective Date of your Certificate is as shown in the Certificate Schedule if you are on that date actively at work. If not, this Certificate will become effective on the next date you are actively at work as an eligible Employee. 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 is issued in consideration of the payment of the required premium and of your statements and representations in the application. This Certificate, on its Effective Date, automatically replaces any Certificate or Certificates previously issued to you under the Plan. "You" and "your" refer to the Employee or any other Insured under Family Coverage. "We", "us", and "our" refer to the Company.

NO RECOVERY FOR PRE-EXISTING CONDITIONS--READ CAREFULLY. No benefits will be provided during the first twelve months of this Certificate for conditions diagnosed within the 12-month period prior to the Effective Date shown in the Certificate Schedule.

### SECTION I - ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

### ELIGIBILITY

You as used in this Certificate, means a person insured under this Certificate who is:

- 1. an Employee of the Policyholder or an eligible Spouse of the Employee;
- 2. under age 70;
- 3. engaged in full-time work; and
- 4. included in the class of Employees eligible for coverage as shown on the application.

### **EFFECTIVE DATE**

The Effective Date of the Plan is shown on Page 1 of the Master Policy.

The Effective Date for you is as follows:

- 1. Your insurance will be effective on the date shown on the Certificate Schedule provided you are actively at work.
- 2. If you are not actively at work on the date coverage would otherwise become effective, the Effective Date of your coverage will be the date on which you are first thereafter actively at work.

The Effective Date for a Spouse or Dependent Child is the date shown on the Certificate Schedule Page subject to the following:

- 1. The date your insurance is effective for a Spouse or Dependent Child who is eligible on that date; for whom coverage is applied for and premium paid; and who are not hospital confined.
- 2. At 12:00 a.m. Standard Time, on the day a Spouse or Dependent Child is no longer hospital confined if the Spouse or Dependent Child was otherwise eligible for coverage on the date your insurance became effective.
- 3. For a Spouse or Dependent Child eligible on or first acquired after your Effective Date, the Effective Date will be:
  - a. For newborn children, the Effective Date is the moment of birth (see Section III, Definitions, Insured).
  - b. For other than newborn children, the date we assign after approving the application for such coverage.

### **TERMINATION OF YOUR INSURANCE**

Your insurance will terminate on the earliest of:

- 1. the date the Plan is terminated;
- 2. on the 31st day after the premium due date if the required premium has not been paid, in order to have the coverage continue beyond the 31 day period;
- 3. on the date he ceases to meet the definition of an Employee as defined in the Plan; or
- 4. on the date he is no longer a member of the class eligible.

Insurance for an insured Spouse or Dependent Child will terminate the earliest of:

- 1. the date the Plan is terminated;
- 2. on the 31st day after the premium due date if the required premium has not been paid, in order to have the coverage continue beyond the 31 day period;
- 3. the premium due date following the date the Spouse or Dependent Child ceases to be a dependent;
- 4. the premium due date following the date we receive your written request to terminate coverage for your Spouse and/or all Dependent Children.

Termination of the insurance on any Insured shall be without prejudice to his rights as regarding any claim arising prior thereto.

### **Portability Privilege**

When coverage would otherwise terminate under this Plan because an Employee ends employment with the Employer, they may elect to continue coverage. The coverage that may be continued is that which the Employee had on the date their employment terminated, including Dependent coverage then in effect.

- 1. Coverage may not be continued for any of the following reasons:
  - a. the Employee failed to pay any required premium;
  - b. this Group Policy terminates.
- 2. To keep the Certificate in force the Employee must:
  - a. make written Application to the Company within 31 days after the date their insurance would otherwise terminate;
  - b. pay the required premium to the Company no later than 31 days after the date the Certificate would otherwise terminate.
- 3. Insurance will cease on the earliest of these dates:
  - a. the date the Employee fails to pay any required premium;
  - b. the date this Group Policy is terminated.

If an Employee qualifies for this Portability Privilege as described, then the same Benefits, Plan Provisions, and Premium Rate as shown in their Certificate as previously issued will apply.

### **SECTION II - PREMIUM PROVISIONS**

### PREMIUM PAYMENTS

Aggregate premiums for the Plan are to be paid to the Company our 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.

### **GRACE PERIOD**

The Plan has a 31-day Grace Period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the next 31 days. During the Grace Period, this Certificate will stay in force, unless the Policyholder has given the Company written notice of discontinuance of the Plan.

### **SECTION III - GENERAL DEFINITIONS / BENEFIT DEFINITIONS**

Whenever a male pronoun is used, it includes the female unless the context clearly shows otherwise.

Actively at Work to be considered "actively at work", an Employee must perform for a full normal workday the regular duties of his employment at the regular place of business or at a location to which he may be required to travel to perform the regular duties of his employment.

Critical Illness means such illness shown in the Schedule and as defined in this Plan.

Date of Diagnosis means for:

**Heart attack:** The date that the death (infarction) of a portion of the heart muscle occurred based on the criteria listed under the Heart Attack definition.

Stroke: The date a stroke occurred based on documented neurological deficits and neuroimaging studies.

Kidney failure: The date that a doctor or physician recommends that an Insured begin renal dialysis.

Major organ transplant surgery or coronary artery bypass surgery: The date the surgery occurs for covered transplants or covered coronary artery bypass surgery.

### Dependent Children –

Means your natural Children, step-Children, legally adopted Children or Children placed for adoption, who:

- 1. Are unmarried;
- 2. Are chiefly dependent on you or your Spouse for support; and
- 3. Are younger than age 19 and unmarried, who is a full time student under age 25 and unmarried, without regard to whether such child resides in the same household as the insured. The definition of "full-time student" will be based on the criteria of the learning institution at which the student is enrolled.

"Children" also includes Dependent Children, regardless of age, who:

- 1. Are incapable of self-sustaining employment by reason of mental retardation or physical condition.
- 2. Chiefly dependent upon the insured for support and maintenance.

**Doctor or Physician** means any licensed practitioner of the healing arts acting within the scope of his license in treating a Critical Illness. It doesn't include an Insured or their family member.

Employee means the Insured as shown in the Certificate Schedule.

Family Member means an Insured's spouse, son, daughter, mother, father, sister, or brother.

**Illness** means sickness or disease which begins while the Insured's coverage is in force and after any applicable Waiting Period. Any loss due to illness must begin while the Insured's coverage is in force.

**Injury** means bodily injury solely due to an accident. It includes all complications of and all injuries from the same accident.

### Insured(s) -

- 1. If Employee coverage is shown in the Certificate Schedule, we insure the Employee.
- 2. If coverage is for the Spouse of an eligible Employee, we insure the Spouse as shown on the Certificate Schedule.
- 3. a. Newborn Children of you and/or your insured Spouse shall automatically be covered from birth. You must notify us within thirty-one (31) days after the birth of the Newborn Child in order to have the coverage continue beyond the 31 day period. Foster Children shall be eligible for coverage on the same basis upon placement in the Foster Home.
  - b. Children for which a decree of adoption has been entered by you or your Spouse (or for whom adoption proceedings have been instituted by you or your Spouse), shall be covered automatically from date of adoption. A decree of adoption must be entered within one year from the date proceedings were instituted, unless extended by order of the court, and you or your Spouse must continue to have custody pursuant to the decree of the court.

- 4. If any person who would otherwise be an Insured is specifically excluded from coverage by endorsement to the Certificate or by the application, then such person shall not be an Insured.
- 5. Any other additions to the Insured class must be added by endorsement after applying to the Company.

**Pathologist** means a doctor, other than an Insured or a family member, who is licensed to practice medicine and who is also licensed to practice pathologic anatomy by the American Board of Pathology. A Pathologist also means an Osteopathic Pathologist who is certified by the Osteopathic Board of Pathology.

Spouse means an Employee's legal wife or husband.

**Successor Insured** - If an Employee dies while covered under a Certificate, then their surviving Spouse shall become the Insured if such Spouse is an Insured. If there is no surviving Spouse covered under the Certificate, then the Certificate shall terminate on the next premium due date.

**Treatment** means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

**Treatment free** means a period of time without the consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

**Waiting Period** means the number of days after the Effective Date before we will pay benefits for loss due to a Critical Illness. We won't pay benefits for a Critical Illness that begins during the Waiting Period.

### **BENEFIT DEFINITIONS**

**Heart Attack (Myocardial Infarction)** means the death of a portion of the heart muscle (myocardium) resulting from a blockage of one or more coronary arteries. Heart Attack does not include any other disease or injury involving the cardiovascular system. Cardiac Arrest not caused by a Myocardial Infarction is not a Heart Attack. The diagnosis must include all of the following criteria:

- 1. New and serial Electrocardiographic (EKG) findings consistent with Myocardial Infarction;
- 2. Elevation of cardiac enzymes above generally accepted laboratory levels of normal in case of creatine physphokinase (CPK), a CPK-MB measurement must be used; and
- 3. Confirmatory imaging studies such as thallium scans, MUGA scans, or stress echocardiograms.

**Coronary Artery Bypass Surgery** means undergoing open heart surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts, but excluding procedures such as, but not limited to balloon angioplasty, laser relief, stints or other non-surgical procedures.

**Major Organ Transplant** means undergoing surgery as a recipient of a transplant of a human heart, lung, liver, kidney, or pancreas.

**Stroke** – Means Apoplexy (due to rupture or acute occlusion of a cerebral artery), or a cerebral vascular accident or incident, which begins on or after the Effective Date. Stroke does not include Transient Ischemic Attacks and attacks of Verterbrobasilar Ischemia. We will pay a benefit for Stroke which produces permanent clinical neurological sequela following an initial diagnosis made after any applicable Waiting Period. We must receive evidence of the permanent neurological damage provided from Computed Axial Tomography (CAT scan) or magnetic Resonance Imaging (MRI). **Stroke does not mean head injury, transient ischemic attack or chronic cerebrovascular insufficiency.** 

**Kidney Failure (Renal Failure)** means the end stage renal failure presenting as chronic, irreversible failure of both kidneys to function. The Kidney Failure must necessitate regular renal dialysis, hemo-dialysis or peritoneal dialysis (at least weekly); or which results in kidney transplantation. Renal failure is covered, provided it is not caused by a traumatic event, including surgical traumas.

### **SECTION IV - BENEFITS**

### **Critical Illness Benefit**

We will pay this benefit when an Insured is diagnosed with one of the Critical Illnesses shown on the Certificate Schedule if:

- 1. The date of diagnosis is after the Waiting Period;
- 2. The date of diagnosis is while the his coverage is in force; and
- 3. It is not excluded by name or specific description in the Certificate.

If the date of diagnosis of a Critical Illness occurs during the Waiting Period, the Certificate may be returned for a full refund of premium.

The Certificate's Initial Maximum Benefit amount is shown in the Schedule. If the Schedule shows a Maximum Benefit Reduction Date, a Certificate's Maximum Benefit will be reduced to the Reduced Maximum Benefit Amount, also shown in the Schedule, on that date. Benefits will be based on the Maximum Benefit amount in effect on the Critical Illness Date of Diagnosis. Any partial benefits paid will be deducted from the appropriate Critical Illness.

Payment of benefits is subject to the following:

- 1. We will pay benefits for a Critical Illness in the order the events occur.
- 2. No benefits are payable for each different Critical Illness after the first unless its date of diagnosis is separated from the prior different Critical Illness by at least 6 months and it is not caused by or contributed to by a Critical Illness for which benefits have been paid.
- 3. Once benefits have been paid for a Critical Illness, no additional benefits are payable for that same Critical Illness unless the dates of diagnosis are separated by at least 12 months.

### Health Screening Benefit (Calendar Year Limit)

We will pay the amount shown in the Benefit Schedule for Health Screening Tests performed after the Waiting Period and while an Insured's coverage is in force. This Benefit is payable once per calendar year up to the Maximum Benefit amount shown in the Benefit Schedule. Payment of this benefit will not reduce the Critical Illness benefit available under this Certificate.

Health Screening Tests include but are not limited to:

- 1. Stress test on a bicycle or treadmill,
- 2. Fasting blood glucose test,
- 3. Blood test for triglycerides,
- 4. Serum cholesterol test to determine level of HDL and LDL,
- 5. Bone marrow testing,
- 6. Breast ultrasound,
- 7. CA 15-3 (blood test for breast cancer),
- 8. CA 125 (blood test for ovarian cancer),
- 9. CEA (blood test for colon cancer),
- 10. Chest X-ray,

- 11. Colonoscopy,
- 12. Flexible sigmoidoscopy,
- 13. Hemocult stool analysis,
- 14. Mammography,
- 15. Pap smear,
- 16. PSA (blood test for prostate cancer),
- 17. Serum Protein Electrophoresis (blood test for myeloma),
- 18. Thermography.

There is no limit to the number of years an Insured can receive benefits for Health Screening Tests, as long as this Plan is in force.

We will pay this benefit regardless of the results of the test.

### SECTION V – LIMITATIONS AND EXCLUSIONS

This Certificate contains a 30-day "Waiting Period". This means no benefits are payable for any Insured who has been diagnosed before their coverage has been in force for 30 days from their Effective Date. If an Insured is first diagnosed during the "Waiting Period", benefits for treatment of that Critical Illness will apply only to loss commencing after 12 months from their Effective Date; or, at your option, you may elect to void the Certificate from the beginning and receive a full refund of premium.

### PRE-EXISTING CONDITIONS LIMITATION

"Pre-existing Condition" means a sickness or physical condition which, within the 12-month period prior to an Insured's Effective Date resulted in the Insured receiving medical advice or treatment.

We will not pay benefits for any Critical Illness starting within 12 months of an Insured's Effective Date which is caused by, contributed to, or resulting from a Pre-existing Condition.

A claim for benefits for loss starting after 12 months from an Insured's Effective Date will not be reduced or denied on the grounds that it is caused by a Pre-existing Condition.

A Critical Illness will no longer be considered Pre-existing at the end of 12 consecutive months starting and ending after an Insured's Effective Date.

### EXCLUSIONS

We won't pay for loss due to:

- 1. Intentionally self inflicted injury or action.
- 2. Suicide or attempted suicide while sane or insane.
- 3. Illegal activities or participation in an illegal occupation.
- 4. War participating in war or any act of war, declared or not, or participating in the armed forces of or contracting with any country or international authority. This exclusion does not include acts of terrorism. We will return the prorated premium for any period not covered by this certificate when you are in such service.
- 5. Substance Abuse.

Diagnosis must be made and treatment received in the United States.

### **SECTION VI - CLAIM PROVISIONS**

**Notice of Claim**: Written notice of claim must be given within sixty (60) days after a covered loss starts, or as soon as reasonably possible. The notice can be given to the Company at P.O. Box 427, Columbia, South Carolina 29202. Notice should include the name of the Insured and the Certificate number.

**Claim Forms:** When we receive a notice of claim, we will send the claimant forms for filing proof of loss. If the forms are not given within 15 working days, proof of loss requirements can be met by giving us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss Section.

**Proof of Loss:** Written Proof of Loss must be furnished to the Company at P.O. Box 427, Columbia, South Carolina 29202 within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time. However, such proof must be furnished as soon as reasonably possible and in no event (except in the absence of legal capacity) later than one year from the time proof is otherwise required.

**Time of Payment of Claims:** Benefits payable under this Plan will be paid immediately upon receipt of acceptable Proof of Loss.

**Payment of Claims:** All benefits will be payable to you unless assigned by them or by operation of law. Any accrued benefit unpaid at the Insured's death may be paid to their estate.

**Conformity with State Statutes:** Any provision of the Plan which, on its Effective Date, is in conflict with the statutes of the state in which it was issued is hereby amended to conform to the minimum requirements of such statutes.

Additional Coverage with the Company: We will only pay benefits for covered Critical Illness under one Critical Illness Certificate if an Insured is covered by more than one of our Critical Illness Certificates. You may choose which Certificate you wish to keep in force by sending us written notice of your choice. We will return the premiums paid for any of our other Critical Illness Certificates during the period there was more than one Certificate in force.

### SECTION VII - GENERAL PROVISIONS

**Questions or Comments:** If you have any questions about this Plan, its benefits, the filing of claims, a complaint or a compliment, please call us at the toll free number listed on the front of this Plan.

**Entire Contract, Representations:** This Policy together with the Group/Individual Applications, Endorsements, Benefit Agreements, Certificate and Riders, if any, is the Entire Contract of Insurance. No change in this Plan shall be valid until approved in writing by an Executive Officer of the Company. Any change must be noted on or attached hereto. No agent may change this Plan or waive any of its Provisions. Any Rider, Endorsement or Application that modifies, limits or excludes coverage under this Plan must be signed by the Employee to be valid. A copy of any application shall be attached to the policy when issued. All statements made by the policy owner or by the persons insured shall be deemed representations and not warranties. No written statement made by any person insured shall be used in any contest unless a copy of the statement is furnished to the insured or to the beneficiary or authorized representative.

**Physical Examination and Autopsy:** We, at our expense, have the right to have an Insured examined as often as reasonable necessary while a claim is pending. In the case of death, we may also have any autopsy done unless prohibited by law.

**Legal Action:** No legal action may be brought to recover on this Plan within 60 days after written Proof of Loss has been given as required by the Plan. No such action may be brought after 3 years from the time written Proof of Loss is required to be given.

**Incontestability:** The policy shall not be contested, except for nonpayment of premiums, after it has been in force for two years. No statement made by any insured under the policy relating to his insurability or the insurability of his insured dependents shall be used in contesting the validity of the insurance with respect to which statement was made:

- 1. After the insurance has been in force prior to the contest for a period of two years during the lifetime of the person about whom the statement was made: and
- 2. Unless the statement is contained in a written instrument signed by him

Misstatement of Age: If an age has been misstated on the application, the benefits will be those the premium paid would have purchased at the correct age.

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### **CERTIFICATE SCHEDULE**

Initial Maximum Benefit:

See Benefit Schedule

Waiting Period:

Percentage for Partial Benefits:

30 Days

25% of applicable Maximum Benefit

The applicable Maximum Benefit (Initial or Reduced) is payable for the following Critical Illnesses

Stroke Kidney Failure Heart Attack Major Organ Transplant

### PARTIAL BENEFITS

HEART ATTACK

Coronary Artery Bypass Surgery - <u>When this Partial Benefit is paid, it will reduce the Heart Attack Benefit by 25%.</u>

Maximum Health Screening Benefit Amount: \$320 per insured Employee and Spouse per calendar year.



2801 Devine Street, Columbia, South Carolina 29205

### 800.433.3036

### **Portability Privilege Amendment**

This Amendment is part of the form to which it is attached. Unless amended by this document, all definitions, exclusions, limitations, terms, and other provisions apply. For the purpose of this Amendment, "you" (including "your" and "yours") refers to the Insured named in the Certificate Schedule.

### Effective Date

This Amendment becomes effective on the Effective Date of the form to which it is attached.

### **Portability Privilege**

The following language replaces the ELIGIBILITY provision found under SECTION I – ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION of the Master Policy and the Certificate of Insurance:

### ELIGIBILITY — CLASSES OF COVERAGE

### Class I

All full-time and part-time benefit-eligible Employees are eligible for Class I coverage. That eligibility extends to their spouses and children under age 26.

### Class II

A Class I primary insured is eligible for Class II coverage if he:

- was previously insured under Class I; and
- is no longer employed by the Policyholder.

The Employee must elect Class II coverage under the Portability Privilege within 31 days after the date for which his class I eligibility would otherwise terminate.

Only Dependents covered under Class I coverage are eligible for continued coverage under Class II.

Class II insureds cannot continue coverage through the employer's payroll deduction process. They must remit premiums directly to the Company.

The following language replaces the TERMINATION OF THE PLAN provision found under SECTION I – ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION of the Master Policy.

### **TERMINATION OF THE PLAN**

The Plan will cease if the premium is not paid before the end of the Grace Period.

After the end of the first Plan year, the Company has the right to cancel the Plan. To do so, the Company must give 31 days written notice that the plan will end on the date before the next premium due date. The Policyholder has the right to cancel the Plan on the date before any premium due date by giving 31 days written notice.

Upon such termination, Class I and Class II coverage will be affected as follows:

### Class I

If terminated, this Plan and all certificates issued under this class will terminate on such date at 12:01 a.m. Standard Time at the Policyholder's address. This will be without prejudice to the rights of any Insured regarding any claim arising while the Plan is in force.

The Policyholder has the sole responsibility to notify Class I Employees of such termination. When notice of termination is received by the Company, the Portability Privilege under Class I coverage is no longer available.

### Class II

The group policy will remain active, and coverage under Class II will continue as long as premiums are paid, subject to the premium grace period. Notification of any changes in the plan will be provided directly to each insured by the Company. The Policyholder will lose any rights and obligations under the Plan.

The following language replaces the TERMINATION OF AN EMPLOYEE'S INSURANCE provision found under SECTION I – ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION of the Master Policy and the Certificate of Insurance.

### TERMINATION OF AN EMPLOYEE'S INSURANCE

An Employee's insurance will terminate on the earliest of the following:

- 1. the date the Plan is terminated, for Class I insureds;
- 2. the 31<sup>st</sup> day after the premium due date if the required premium has not been paid;
- 3. the date he ceases to meet the definition of an Employee as defined in the Plan, for Class I insureds; or
- 4. the date he is no longer a member of the Class eligible for coverage.

Insurance for Dependents will terminate on the earliest of the following:

- 1. the date the Plan is terminated, for Dependents of Class I insureds;
- 2. the 31<sup>st</sup> day after the premium due date, if the required premium has not been paid;
- 3. the date the Spouse or Dependent Child ceases to be a dependent; or
- 4. the premium due date following the date we receive the Employee's written request to terminate coverage for his Spouse and/or all Dependent Children.

Termination of the insurance on any Insured will not prejudice his rights regarding any claim arising prior to termination.

The following language replaces the PORTABILITY PRIVILEGE provision found under SECTION I – ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION of the Master Policy and the Certificate of Insurance.

### PORTABILITY PRIVILEGE

Under the Portability Privilege provision, when coverage would otherwise terminate because an Employee ends his employment, coverage may be continued. He may exercise the Portability Privilege when there is a change to his coverage class. The Employee — and any covered dependents — will continue the coverage that is in-force on the date employment ends. The continued coverage will be provided under Class II.

The premium rate for portability coverage may change for the class of covered persons on portability on any premium due date. Written notice will be given at least 31 days before any change is to take effect.

The Employee may continue the coverage until the earlier of:

- the date he fails to pay the required premium; or
- the date the class of coverage is terminated.

Coverage may not be continued:

- if the Employee fails to pay any required premium; or
- if the Company receives notice of Class I plan termination.

## **General Provisions**

## **Time Limit on Certain Defenses**

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

## **Contract**

This Amendment is part of the form to which it is attached. It will terminate when that form terminates.

This Amendment is subject to all of the terms of the form to which it is attached unless those terms are inconsistent with this Amendment.

Signed for the Company at its Home Office,

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Paul S. Amos II, President

J. Matthew Loudermilk, Secretary



### 2801 Devine Street, Columbia, South Carolina 29205 800-433-3036

### AMENDMENT TO CERTIFICATE OF INSURANCE FOR CRITICAL ILLNESS

This rider is a part of the certificate to which it is attached. Unless amended by this rider, Certificate Definitions, other Provisions and terms apply to this rider.

**Effective Date** - If issued at the same time as the certificate, this rider becomes effective when the certificate becomes effective. If issued after the certificate becomes effective, this rider will have a later Effective Date, which will be shown in the Rider Schedule issued with this rider.

# The Health Screening Benefit in SECTION IV - BENEFITS of the form is deleted and replaced by the following:

### Health Screening Benefit (Calendar Year Limit)

We will pay the amount shown in the Benefit Schedule for Health Screening Tests performed after the Waiting Period and while an Insured's coverage is in force. This Benefit is payable once per calendar year up to the Maximum Benefit amount shown in the Benefit Schedule. Payment of this benefit will not reduce the benefit amount payable for Critical Illness.

Health Screening Tests include but are not limited to:

- 1. Stress test on a bicycle or treadmill,
- 2. Fasting blood glucose test,
- 3. Blood test for triglycerides,
- 4. Serum cholesterol test to determine level of HDL and LDL,
- 5. Bone marrow testing,
- 6. Breast ultrasound,
- 7. CA 15-3 (blood test for breast cancer),
- 8. CA 125 (blood test for ovarian cancer),
- 9. CEA (blood test for colon cancer),
- 10. Chest X-ray,
- 11. Colonoscopy,
- 12. Flexible sigmoidoscopy,
- 13. Hemocult stool analysis,
- 14. Mammography,
- 15. Pap smear,
- 16. PSA (blood test for prostate cancer),
- 17. Serum Protein Electrophoresis (blood test for myeloma),
- 18. Thermography.

There is no limit to the number of years an Insured can receive benefits for Health Screening Tests, as long as this Plan is in force. This benefit is only payable for Health Screening Tests performed as the result of preventive care, including tests and diagnostic procedures ordered in connection with routine examinations.

We will pay this benefit regardless of the results of the test.

The Pre-existing Condition Limitation in Section V is deleted and replaced by the following:

# **PRE-EXISTING CONDITIONS LIMITATION – NOT APPLICABLE TO CANCER and/or CARCINOMA IN SITU**

"Pre-existing Condition" means a sickness or physical condition which, within the 12-month period prior to an Insured's Effective Date resulted in the Insured receiving medical advice or treatment.

We will not pay benefits for any Critical Illness starting within 12 months of an Insured's Effective Date which is caused by, contributed to, or resulting from a Pre-existing Condition.

A claim for benefits for loss starting after 12 months from an Insured's Effective Date will not be reduced or denied on the grounds that it is caused by a Pre-existing Condition.

A Critical Illness will no longer be considered Pre-existing at the end of 12 consecutive months starting and ending after an Insured's Effective Date.

### **GENERAL PROVISIONS**

This Rider is part of the Critical Illness Certificate and will terminate when that Certificate terminates, or when premiums are no longer paid for this Rider.

This Rider is subject to all of the terms of the Critical Illness Certificate to which it is attached unless any such items are inconsistent with the terms of this Rider.

### Signed for the Company at its Home Office.

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Paul S. Amos II, President

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J. Matthew Loudermilk, Secretary



Home Office: 2801 Devine Street, Columbia, South Carolina 29205 (herein called Continental American)

### DEPENDENT CHILDREN BENEFIT RIDER TO CERTIFICATE OF INSURANCE FOR CRITICAL ILLNESS

This Rider is a part of the Certificate to which it is attached. We have issued this Rider to you because: (1) you paid the additional premium for this Rider; and (2) we relied on the application you made. Unless amended by this Rider, Certificate Definitions, other Provisions and terms apply to this Rider.

**Effective Date** - If issued at the same time as the Certificate, this Rider becomes effective when the Certificate becomes effective. If issued after the Certificate becomes effective, this Rider will have a later Effective Date, which will be shown in the Certificate Schedule. The insurance of a Dependent Child will become effective on the Rider date if such person is active on that date. Otherwise, the Effective Date will be deferred until the day following the date he becomes active.

### DEFINITIONS

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

YOU, YOUR means the person named in the Certificate Schedule.

### **DEPENDENT CHILD(REN)**

Means your natural Children, step-Children, legally adopted Children or Children placed for adoption, who:

- are unmarried;
- are chiefly dependent on you or your Spouse for support; and
- are younger than age 19 and unmarried, who is a full time student under age 25 and unmarried, without regard to whether such child resides in the same household as the insured. The definition of "full-time student" will be based on the criteria of the learning institution at which the student is enrolled.

If your child is unable due to a medical condition to continue as a full-time student, coverage under this rider shall continue in force (i) for a period of not more than 12 months from the date the child ceases to be a full-time student or (ii) until the child attains age 25, whichever first occurs, provided the child's treating physician certifies to us at the time the child withdraws as a full-time student that the child's absence is medically necessary.

"Children" also includes Dependent Children, regardless of age, who:

- Are incapable of self-sustaining employment by reason of mental retardation or physical condition.
- Chiefly dependent upon the insured for support and maintenance.

If your Children are covered under this Rider, your Children born after the Effective Date of this Rider will also be covered from the moment of birth. No notice or additional premium is required.

**ACTIVE** means a Dependent Child who is not confined in a hospital and who is able to carry on regular activities customary of a person in good health of the same age and sex.

**TREATMENT** means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

### BENEFITS

If a Dependent Child contracts a Specified Critical Illness after any applicable Waiting Period and while this Rider is in force, we will provide the benefits contained in the Certificate under the Benefits Section. The appropriate benefit amounts we will pay for the Dependent are shown in the Certificate Schedule.

### LIMITATIONS AND EXCLUSIONS

This Rider contains a 30-day "Waiting Period". This means no benefits are payable for any covered Dependent Child who has been diagnosed before coverage has been in force 30 days from his "Effective Date." If a Dependent Child is first diagnosed during the "waiting period", benefits for treatment of that Critical Illness or Specified Procedure will apply only to loss commencing after 12 months from the "Effective Date" of his coverage; or, at your option, you may elect to void his coverage from the beginning and receive a full refund of any applicable premium.

### LIMITATIONS

### **PRE-EXISTING CONDITIONS**

"Pre-existing Condition" means a sickness or physical condition which, within the 12-month period prior to a Dependent Child's Effective Date resulted in him receiving medical advice or treatment.

We will not pay benefits for any condition or illness starting within 12 months of a Dependent Child's Effective Date which is caused by, contributed to, or resulting from a Pre-existing Condition.

A claim for benefits for loss starting after 12 months from a Dependent Child's Effective Date will not be reduced or denied on the grounds that it is caused by a Pre-existing Condition.

A condition will no longer be considered Pre-existing at the end of 12 consecutive months starting and ending after a Dependent Child's Effective Date.

### EXCLUSIONS

We won't pay for loss due to:

- 1. Intentionally self inflicted injury or action.
- 2. Suicide or attempted suicide while sane or insane.
- 3. Illegal activities or participation in an illegal occupation.
- 4. War -participating in war or any act of war, declared or not, or participating in the armed forces of or contracting with any country or international authority. This exclusion does not include acts of terrorism. We will return the prorated premium for any period not covered by this certificate when you are in such service.
- 5. Substance Abuse.

### **GENERAL PROVISIONS**

If your Dependent Child's coverage is terminated because of marriage or attainment of the limiting age, we will still pay benefits for any covered condition that was diagnosed while the Dependent was covered under this Rider.

### TIME LIMIT ON CERTAIN DEFENSES

After this Rider has been in force for a period of two years it shall become incontestable as to the statements contained in the application.

### CONTRACT

This Rider is part of the Certificate, and will terminate when the Certificate terminates, or when premiums are no longer paid for this Rider.

This Rider is subject to all of the terms of the Certificate to which it is attached unless any such terms are inconsistent with the terms of this Rider.

Signed by the Company at our Home Office.

Pld. Cm

Paul S. Amos II, President

Ma fordigh

J. Matthew Loudermilk, Secretary



### 2801 Devine Street, Columbia, South Carolina 29205 800-433-3036

### **Dependent Children Definition Rider**

This rider is a part of the document to which it is attached. Unless amended by this rider Policy, Certificate and Dependent Rider Definitions, Exclusions and Limitations, other term and provisions apply to this rider.

The definition of Dependent Children is deleted and replaced by the following:

**Dependent Children** means your natural children, step-children, foster children, legally adopted children or children placed for adoption, who are under age 26.

Your natural Children born after the Effective Date of this Rider will be covered from the moment of live birth. No notice or additional premium is required.

Coverage on a Dependent Child will terminate on the child's 26<sup>th</sup> birthday. However, if any child is incapable of self-sustaining employment due to mental retardation or physical handicap and is dependent on his parent(s) for support, the above age of twenty-six (26) shall not apply. Proof of such incapacity and dependency must be furnished to the Company within thirty-one (31) days following such 26th birthday.

The second paragraph under the provisions **TERMINATION OF AN EMPLOYEE'S INSURANCE** and **TERMINATION OF YOUR INSURANCE** is deleted and replaced by the following:

Insurance for an insured Spouse or Dependent Child will terminate the earliest of:

- 1. the date the Plan is terminated;
- 2. the date the Spouse or Dependent Child ceases to be a dependent;
- 3. the premium due date following the date we receive your written request to terminate coverage for your Spouse and/or all Dependent Children.

This rider is subject to all of the terms of the document to which it is attached unless any such terms are inconsistent with the terms of this Rider.

Signed by the Company at its Home Office.

Pld. Com

Paul S. Amos II, President

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J. Matthew Loudermilk, Secretary

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Home Office: 2801 Devine Street, Columbia, South Carolina 29205 (herein called Continental American)

### HEART EVENT RIDER TO CERTIFICATE OF INSURANCE FOR SPECIFIED CRITICAL ILLNESS

This rider is a part of the certificate to which it is attached. We have issued this rider to you because (1) you paid the additional premium for this rider; and/or (2) we relied on the application you made. Unless amended by this rider, Certificate Definitions, other Provisions and terms apply to this rider.

The Benefits provided in this rider amends any benefits shown in the base plan for the same conditions. In no case will benefits be paid in excess of 100% of the face amount.

**Effective Date -** If issued at the same time as the certificate, this rider becomes effective when the certificate becomes effective. If issued after the certificate becomes effective, this rider will have a later Effective Date, which will be shown in the Rider Schedule issued with this rider.

### DEFINITIONS

Specified Critical Illness means such illness shown in the Schedule and as defined in this rider.

**Waiting Period** means the number of days after the Effective Date before we will pay benefits for loss due to Specified Critical Illness. We won't pay benefits for a Specified Critical Illness which begins during the Waiting Period.

**Diagnosed/Diagnosis** means a definitive and unequivocal diagnosis made by a Physician: (1) based upon the use of clinical and/or laboratory investigations as supported by the Insured's medical records; and (2) meeting any Diagnostic Requirements set forth in the Certificate for the particular Critical Illness being diagnosed. For Benefit purposes, Date of Diagnosis means both the date the surgery or procedure occurs.

**Treatment** means consultation, care or services provided by a physician including diagnostic measures and surgical procedures.

### **Actively At Work Requirement**

If an Insured is not actively at work on the last scheduled work day coincident with or preceding the date his insurance would otherwise become effective, insurance will not be effective until the date such Insured returns to and remains actively at work.

If an Eligible Dependent is unable to engage in the normal activities of a person in good health of like age and sex on the date the insurance would otherwise become effective, coverage will not be effective until the date such person is able to engage in the normal activities of a person in good health of like age and sex. This will not apply to an Eligible Dependant Child who is incapable of self-sustaining employment by reason of mental or physical incapacity, and who is primarily dependent on the Insured for support and maintenance.

### **BENEFIT DEFINITIONS**

### **Category I - Specified Surgeries of the Heart**

**Specified Surgeries of the Heart** "open heart surgery"– means undergoing open chest surgery, where the heart is *exposed* and/or *manipulated* for open cardiothoracic situations.

Benefits are paid for the following Open Heart Surgery procedures only:

1. **Coronary artery bypass surgery**, also coronary artery bypass graft surgery, or bypass surgery is a surgical procedure performed to relieve angina and reduce the risk of death from coronary artery disease.

**Off-pump coronary artery bypass (OPCAB)** is a form of bypass surgery that does not stop the heart or use the heart lung machine.

**Coronary Artery Bypass Grafting (CABG)** is used to treat a narrowing of the coronary arteries when the blockages are hard to reach or are too long or hard for angioplasty. A blood vessel, usually taken from the leg or chest, is grafted onto the blocked artery, creating a bypass around the blockage. If more than one artery is blocked, a bypass can be done on each but only one benefit is payable under this rider.

- 2. Mitral valve replacement or repair: a cardiac surgery procedure in which a patient's mitral valve is repaired or replaced by a different valve.
- 3. Aortic valve replacement or repair: a cardiac surgery procedure in which a patient's aortic valve is repaired or replaced by a different valve.
- 4. **Surgical Treatment of Abdominal aortic aneurysm:** To prevent aneurysm rupture. The operation consists of opening the abdomen, finding the aorta and removing (excising) the aneurysm. Abdominal aortic aneurysm is a ballooning or widening of the main artery (the aorta) as it courses down through the abdomen. At the point of the aneurysm, the aneurysm generally measures 3 cm or more in diameter.

Category I Benefits exclude all procedures not specifically listed above, including procedures such as, but not limited to, angioplasty, laser relief, stents or other surgical and non-surgical procedures.

### Category II - Invasive, Procedures and Techniques of the Heart

A Category II Benefit is paid for the following procedures only:

- 1. **AngioJet Clot Busting** used to clear blood clots from coronary arteries before angioplasty and stenting. The device delivers a high pressure saline solution through the artery to the clot, breaking it up and simultaneously drawing it out.
- 2. **Balloon Angioplasty** (or **Balloon valvuloplasty**) used to open a clogged blood vessel. A thin tube is threaded through an artery to the narrowed heart vessel, where a small balloon at its tip is inflated. A balloon opens the narrowing by compressing atherosclerotic plaque against the vessel wall. The balloon is then deflated and removed.
- 3. Laser Angioplasty. Similar to balloon angioplasty, a laser tip is used to burn/break down plaque in the clogged blood vessel.

- 4. **Atherectomy** used to open blocked coronary arteries or clear bypass grafts by using a device on the end of a catheter to cut or shave away atherosclerotic plaque.
- 5. **Stent implantation**. Where a stainless steel mesh coil is implanted in a narrowed part of an artery to keep it propped open.
- 6. **Cardiac catheterization** (also called heart catheterization) is a diagnostic and occasionally therapeutic procedure that allows a comprehensive examination of the heart and surrounding blood vessels.
- 7. Automatic Implantable (or Internal) Cardioverter Defibrillator (AICD). Means the initial placement of the AICD. AICDs are used for treating irregular heartbeats. The defibrillator is surgically placed inside the patient's chest where it monitors the heart's rhythm. When it identifies a serious arrhythmia it produces an electrical shock to disrupt the arrhythmia.
- 8. **Pacemakers.** Means the initial placement of a pacemaker. Pacemakers are implanted to send electrical signals to make the heart beat when your heart's natural pacemaker is not working properly. This electrical device is placed under the skin. A lead extends from the device to the right side of the heart. Most pacemakers are used to correct a slow heart rate.

Subject to the re-occurrence benefit in the base plan, only one Category II benefit is payable. Benefits will not be paid for multiple procedures listed under the Category II benefit.

### Category II Benefits exclude all procedures not specifically listed above.

### BENEFITS

We will pay the benefit if you are treated with one of the Specified Surgical Procedures or Interventional Procedures shown on the Rider Schedule if:

- 1. The Date of Treatment is after the Waiting Period;
- 2. Treatment is incurred while this Rider is in force;
- 3. Treatment is recommended by a physician; and
- 4. It is not excluded by name or specific description in this Rider.

This Rider pays the indicated percentages of the Initial Maximum Benefit Amount shown in the Certificate Schedule that occurs while this Rider is in force. Benefits are not payable under this Rider for Loss if these conditions result from another Specified Critical Illness.

Benefits for Category II will reduce the benefit amounts payable for Category I benefits. Benefits will be paid only at the highest benefit level. If a Category I and II are performed at the same time, benefits are only eligible at the 100% (higher) event and will not exceed the amount Initial Face Amount shown on the Rider Schedule. You are only eligible to receive one payment for each benefit category listed on the schedule page.

The Dates of Loss for Covered Procedures must be separated by at least 12 months for benefits to be payable for multiple Covered Procedures.

Payment of initial, re-occurrence, or additional occurrence benefits are subject to the Benefits section of your Certificate.

### LIMITATIONS AND EXCLUSIONS

This Rider contains a 30-day Waiting Period. This means no benefits are payable for any Insured who has been diagnosed for a covered condition before coverage has been in force 30 days from the Insured's

Effective

Date shown in the Rider Schedule. If an Insured is first diagnosed, and has a covered procedure during the Waiting Period, benefits for treatment of that Specified Critical Illness will apply only to loss commencing after twelve months from the Insured's Effective Date; or, at your option, you may elect to void this rider from the beginning and receive a full refund of premium.

### PRE-EXISTING CONDITIONS LIMITATION

"Pre-existing Condition" means a sickness or physical condition which, within the 12-month period prior to an Insured's Effective Date resulted in the Insured receiving medical advice or treatment.

We will not pay benefits for any surgical procedure occurring within 12 months of an Insured's Effective Date which is caused by, contributed to, or resulting from a Pre-existing Condition.

A claim for benefits for loss starting after 12 months from an Insured's Effective Date will not be reduced or denied on the grounds that it is caused by a Pre-existing Condition.

A Critical Illness will no longer be considered Pre-existing at the end of 12 consecutive months starting and ending after an Insured's Effective Date.

Any Benefits for Coronary Artery Bypass Surgery denied under this rider due to pre-existing conditions may be paid at the reduced benefit amount under the certificate, subject to the terms of the certificate.

### **EXCLUSIONS**

- 1. No benefits will be paid if the Specified Critical Illness is a result of:
  - a. Intentionally self inflicted injury or action;
  - b. Suicide or attempted suicide while sane or insane;
  - c. Illegal activities or participation in an illegal occupation;
  - d. War, declared or undeclared, or military conflicts, participation in an insurrection or riot, civil commotion or state of belligerence; or
  - e. an injury sustained while under the influence of alcohol, narcotics or any other controlled substance or drug unless properly administered upon the advice of a physician.
- 2. No benefits will be paid for loss which occurred prior to the effective date of this Rider.

### **GENERAL PROVISIONS**

- 1. This Rider is part of the Critical Illness Certificate and will terminate when that Certificate terminates, or when premiums are no longer paid for this Rider.
- The premium for this Rider is shown in the Rider Schedule. Premiums for this Rider are payable for 2. the number of years shown in the Rider Schedule or until the Rider terminates.
- 3. This Rider is subject to all of the terms of the Critical Illness Certificate to which it is attached unless any such items are inconsistent with the terms of this Rider.

### Signed for the Company at its Home Office.

Pl S. C. J. Manfandille

Paul S. Amos II, President

J. Matthew Loudermilk, Secretary

### **RIDER SCHEDULE**

### **BENEFITS**

Initial Benefit Amount:

See Certificate Schedule

Category I Specified Surgeries of the Heart 100% of Initial Benefit amount

### Category II Invasive Procedures and techniques of the heart 10% of Initial Benefit amount

Benefits for Category II will reduce the benefit amounts payable for Category I benefits. Benefits will be paid only at the highest benefit level. If a Category I and II are performed at the same time, benefits are only eligible at the 100% (higher) event and will not exceed the amount Initial Face Amount shown on the Rider Schedule.

The Dates of Loss for Category I or Category II Covered Procedures must be separated by at least 12 months for benefits to be payable for multiple Covered Procedures.



Home Office: 2801 Devine Street, Columbia, South Carolina 29205 (herein called Continental American)

### ADDITIONAL BENEFITS RIDER TO CERTIFICATE OF INSURANCE FOR CRITICAL ILLNESS

This Rider is a part of the certificate to which it is attached. We have issued this Rider to you because (1) you paid the additional premium for this Rider; and/or (2) we relied on the application you made. Unless amended by this Rider, Certificate Definitions, other Provisions and terms apply to this Rider.

**Effective Date** - If issued at the same time as the certificate, this Rider becomes effective when the certificate becomes effective. If issued after the certificate becomes effective, this Rider will have a later Effective Date, which will be shown in the Rider Schedule issued with this Rider.

### DEFINITIONS

Specified Critical Illness means such illness shown in the Rider Schedule and as defined in this Rider.

**Waiting Period** means the number of days after the Effective Date before we will pay benefits for loss due to Specified Critical Illness. We won't pay benefits for a Specified Critical Illness which begins during the Waiting Period.

**Diagnosed/Diagnosis** means a definitive and unequivocal diagnosis made by a Physician: (1) based upon the use of clinical and/or laboratory investigations as supported by the Insured's medical records; and (2) meeting any Diagnostic Requirements set forth in this Rider for the particular Specified Critical Illness being diagnosed.

### Actively At Work Requirement

If you are not Actively at Work on the last scheduled work day coincident with or preceding the date your insurance would otherwise become effective, insurance will not be effective until the date you return to and remain Actively at Work.

If an eligible Spouse or Dependent Child is unable to engage in the normal activities of a person in good health of like age and sex on the date this Rider would otherwise become effective, coverage will not be effective until the date such person is able to engage in the normal activities of a person in good health of like age and sex. This will not apply to an eligible Dependant Child who is incapable of self-sustaining employment by reason of mental or physical incapacity, and who is primarily dependent on the Insured for support and maintenance.

### **BENEFIT DEFINITIONS**

Coma means a state of unconsciousness for 30 consecutive days with:

- 1. no reaction to external stimuli;
- 2. no reaction to internal needs; and
- 3. the use of life support systems.

**Paralysis/Paralyzed** means the permanent, total, and irreversible loss of muscle function or sensation to the whole of at least two limbs as a result of injury or disease and supported by neurological evidence.

**Severe Burn/Severely Burned** means cosmetic disfigurement of the surface of a body area not less than 35 square inches due to fire, heat, caustics, electricity or radiation that is a full-thickness or third-degree burn, as determined by a Physician. (A full-thickness or third-degree burn is the destruction of the skin through the entire thickness or depth of the dermis and possible into underlying tissues, with loss of fluid and sometimes shock, by means of exposure to fire, heat, caustics, electricity or radiation.

# Loss of Sight, Speech or Hearing means:

- 1. Loss of Speech means the total and permanent loss of the ability to speak as the result of physical injury.
- 2. Loss of Hearing means the total and irreversible loss of hearing in both ears. Loss of Hearing that can be corrected by the use of any hearing aid or device shall not be considered an irrevocable loss.
- 3. Loss of Sight means the total and irreversible loss of all sight in both eyes

# **Specified Critical Illness Benefit**

# BENEFITS

We will pay this benefit if an Insured diagnosed with one of the Specified Critical Illnesses shown on the Rider Schedule if:

- 1. The Date of Diagnosis is after the Waiting Period;
- 2. The Date of Diagnosis is while this Rider is in force; and
- 3. It is not excluded by name or specific description in this Rider.

This Rider pays the indicated percentages of the applicable Maximum Benefit Amount shown in the Certificate Schedule that occurs while this Rider is in force. Benefits are not payable under this Rider for Loss if these conditions result from another Specified Critical Illness. The Dates of Loss for Specified Critical Illnesses must be separated by at least 12 months for benefits to be payable for multiple Specified Critical Illnesses.

### Coma

If an Insured is Diagnosed as being Comatose after his Effective Date and any applicable Waiting Period, the Company will pay the Benefit Amount for Coma shown in the Schedule of Benefits.

The Diagnosis of Coma must indicate that permanent neurological deficit is present.

### Paralysis

If an Insured is diagnosed as being Paralyzed after his Effective Date and any applicable Waiting Period, the Company will pay the Benefit Amount for Paralysis shown in the Schedule of Benefits.

The Diagnosis of Paralysis must include documented evidence of the illness or injury that caused the Paralysis.

### **Severe Burn**

If an Insured is diagnosed as having suffered a Severe Burn after his Effective Date and any applicable Waiting Period, the Company will pay the Benefit Amount for Severe Burn shown in the Schedule of Benefits.

# Loss of Sight, Speech or Hearing

If an Insured is diagnosed as having suffered Loss of Sight, Speech, or Hearing after his Effective Date and any applicable Waiting Period, the Company will pay the Benefit Amount for Loss of Sight, Speech or Hearing shown in the Schedule of Benefits.

### LIMITATIONS AND EXCLUSIONS

This Rider contains a 30-day Waiting Period. This means no benefits are payable for any Insured who has been diagnosed before coverage has been in force 30 days from the Insured's Effective Date shown in the Rider Schedule. If an Insured is diagnosed during the Waiting Period, benefits for treatment of that Specified Critical Illness will apply only to loss commencing after twelve months from the Insured's Effective Date; or, at your option, you may elect to void this rider from the beginning and receive a full refund of premium.

### EXCLUSIONS

- 1. No benefits will be paid if the Specified Critical Illness is a result of:
  - a. Intentionally self inflicted injury or action;
  - b. Suicide or attempted suicide while sane or insane;
  - c. Illegal activities or participation in an illegal occupation;
  - d. War -participating in war or any act of war, declared or not, or participating in the armed forces of or contracting with any country or international authority. This exclusion does not include acts of terrorism. We will return the prorated premium for any period not covered by this certificate when you are in such service.
  - e. Substance abuse.
- 2. No benefits will be paid for loss which occurred prior to the effective date of this Rider.
- 1. No benefits will be paid for diagnosis made outside the United States.

# **GENERAL PROVISIONS**

This Rider is part of the Critical Illness Certificate and will terminate when that Certificate terminates, or when premiums are no longer paid for this Rider.

The premium for this Rider is shown in the Rider Schedule. Premiums for this Rider are payable for the number of years shown in the Rider Schedule or until the Rider terminates.

This Rider is subject to all of the terms of the Critical Illness Certificate to which it is attached unless any such items are inconsistent with the terms of this Rider.

**READ YOUR POLICY CAREFULLY.** Signed for the Company at its Home Office.

Pld. Cm

Paul S. Amos II, President

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J. Matthew Loudermilk, Secretary

# **RIDER SCHEDULE**

### BENEFITS

Paralysis

Severe Burn

# Loss of Sight, Speech or Hearing

Loss of Speech Loss of Hearing Loss of Sight 100% of applicable Maximum Benefit100% of applicable Maximum Benefit100% of applicable Maximum Benefit

100% of applicable Maximum Benefit 100% of applicable Maximum Benefit 100% of applicable Maximum Benefit

# IMPORTANT NOTICE REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or of you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number:

Continental American Insurance Company Post Office Box 427 Columbia, South Carolina 29202-9952 800-308-6457

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

Commonwealth of Virginia State Corporation Commission Bureau of Insurance P.O. Box 1157 Richmond, Virginia 23218 (804) 371-9741 (Outside VA) (800) 552-7945 (In State Only)

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company, or the Bureau of Insurance, have your policy number available.

# CONTINENTAL AMERICAN INSURANCE COMPANY

# 2801 Devine Street, Columbia, South Carolina 29205 800.433.3036

# NOTICE OF PROTECTION PROVIDED BY VIRGINIA LIFE, ACCIDENT AND SICKNESS INSURANCE GUARANTY ASSOCATION

This notice provides a **brief summary** of the Virginia Life, Accident and Sickness Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Virginia law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that a life, annuity or health insurance company licensed in the Commonwealth of Virginia becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Virginia law, with funding from assessments paid by other life and health insurance companies licensed in the Commonwealth of Virginia.

The basic protections provided by the Association are:

• Life Insurance

o \$300,000 in death benefits o \$100,000 in cash surrender or withdrawal values

• Health Insurance

o \$500,000 in hospital, medical and surgical insurance benefits

o \$300,000 in disability [income] insurance benefits

o \$300,000 in long-term care insurance benefits

o \$100,000 in other types of health insurance benefits

Annuities

o \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$350,000, except for hospital, medical and surgical insurance benefits, for which the limit is increased to \$500,000.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Virginia law.

To learn more about the above protections, please visit the Association's website at www.valifega.org or contact:

VIRGINA LIFE, ACCIDENT AND SICKNESS INSURANCE GUARANTY ASSOCIATION c/o APM Management Services, Inc. 8001 Franklin Farms Drive, Suite 235 Henrico, VA 23229 804-282-2240

STATE CORPORATION COMMISSION Bureau of Insurance P. O. Box 1157 Richmond, VA 23218 804-371-9741 Toll Free Virginia only: 1-800-552-7945 http://www.scc.virginia.gov/division/boi/index.htm

Insurance companies and agents are not allowed by Virginia law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Virginia law, then Virginia law will control.

# NOTICE OF PRIVACY PRACTICES - PROTECTED HEALTH INFORMATION

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. The terms of this Notice of Privacy Practices – Protected Health Information ("Notice") apply to Protected Health Information (defined below) associated with Health Plans (defined below) issued by American Family Life Assurance Company of Columbus, American Family Life Assurance Company of New York, Continental American Insurance Company (CAIC), and Continental American Life Insurance Company (collectively, "we," "our," or "Aflac"). This Notice describes how CAIC may use and disclose Protected Health Information to carry out payment and health care operations, and for other purposes that are permitted or required by law.

We are required by the privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to maintain the privacy of Protected Health Information and to provide our policyholders and certificateholders with notice of our legal duties and privacy practices concerning Protected Health Information. In the event applicable law, other than HIPAA, prohibits or materially limits our uses and disclosures of Protected Health Information, as set forth below, we will restrict our uses or disclosure of your Protected Health Information in accordance with the more stringent standard. We are required to abide by the terms of this Notice so long as it remains in effect. We reserve the right to change the terms of this Notice of Privacy Practices as necessary and to make the new Notice effective for all Protected Health Information maintained by us. If we make material changes to our privacy practices, we will mail copies of revised notices to all policyholders and certificateholders then covered by a Health Plan. Copies of our current Notice may be obtained by contacting CAIC at the telephone number or address below, or on our Web site at <u>www.aflacgroupinsurance.com</u>.

# **DEFINITIONS**

**Health Plan** means, for purposes of this Notice, the following plans issued by CAIC: dental, specified disease (e.g., cancer), hospital indemnity and other coverages that meet the definition of Health Plan contained in HIPAA. The following products are not considered Health Plans: coverage only for accident, or disability income insurance, or any combination thereof, life insurance, and other coverages that do not meet the definition of Health Plan contained in HIPAA.

**Protected Health Information ("PHI")** means individually identifiable health information, as defined by HIPAA, that is created or received by CAIC and that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual or for which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes information of persons living or deceased, unless the person has been deceased more than 50 years.

# USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION

The following categories describe different ways that we use and disclose PHI. For each category of uses and disclosures we will explain what we mean and, where appropriate, provide examples for illustrative purposes. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted or required to use and disclose PHI will fall within one of the categories.

**Uses and Disclosures for Payment** – We may make requests, uses, and disclosures of your PHI as necessary for payment purposes. For example, we may use information regarding your medical procedures and treatment to process and pay claims. We may also disclose your PHI for the payment purposes of a health care provider or another Health Plan.

**Uses and Disclosures for Health Care Operations** – We may use and disclose your PHI as necessary for our health care operations. Examples of health care operations include underwriting, premium rating, or other activities relating to the creation, renewal, or replacement of a Health Plan, reinsurance, compliance, auditing, rating, business management, quality improvement and assurance, and other functions related to your Health Plan. Unless permitted by HIPAA, we are prohibited from using or disclosing your PHI that is genetic information for underwriting purposes.

**Family and Friends Involved in Your Care** – If you are available and do not object, we may disclose your PHI to your family, friends, and others who are involved in your care or payment of a claim. If you are unavailable or incapacitated and we determine that a limited disclosure is in your best interest, we may share limited PHI with such individuals. For example, we may use our professional judgment to disclose PHI to your spouse concerning the processing of a claim. If you do not wish CAIC to share PHI with your spouse or others, you may exercise your right to request a restriction on CAIC's disclosures of your PHI (see below).

**Business Associates** – Certain aspects and components of our services are performed through contracts with outside persons or organizations. Examples of these outside persons and organizations include our duly-appointed insurance agents and vendors that help us process your claims. At times it may be necessary for us to provide certain of your PHI to one or more of these outside persons or organizations.

**Other Products and Services** – We may contact you to provide information about other health-related products and services that may be of interest to you. For example, we may use and disclose your PHI for the purpose of communicating to you about our health insurance products that could enhance or substitute for existing Health Plan coverage, and about health-related products and services that may add value to your Health Plan.

Other Uses and Disclosures - We may make certain other uses and disclosures of your PHI without your authorization:

- We may use or disclose your PHI for any purpose required by law. For example, CAIC may be required by law to use or disclose your PHI to respond to a court order.
- We may disclose your PHI for public health activities, such as reporting of disease, injury, birth and death, and for public health investigations.
- We may disclose your PHI to the proper authorities if we suspect child abuse or neglect; we may also disclose your PHI if we believe you to be a victim of abuse, neglect, or domestic violence.
- We may disclose your PHI if authorized by law to a government oversight agency (e.g., a state insurance department) conducting audits, investigations, or civil or criminal proceedings.
- We may disclose your PHI in the course of a judicial or administrative proceeding (e.g., to respond to a subpoena or discovery request).
- We may disclose your PHI to the proper authorities for law enforcement purposes.
- We may disclose your PHI to coroners, medical examiners, and/or funeral directors consistent with law.
- We may use or disclose your PHI for cadaveric organ, eye or tissue donation.
- We may use or disclose your PHI for research purposes, but only as permitted by law.
- We may use or disclose PHI to avert a serious threat to health or safety.
- We may use or disclose your PHI if you are a member of the military as required by armed forces services, and we may also disclose your PHI for other specialized government functions such as national security or intelligence activities.
- We may disclose your PHI to workers' compensation agencies for your workers' compensation benefit determination.
- We will, if required by law, release your PHI to the Secretary of the Department of Health and Human Services for enforcement of HIPAA.

**Your Authorization** – Except as outlined above, we will not use or disclose your PHI unless you have signed a form authorizing the use or disclosure. You have the right to revoke that authorization in writing except to the extent that we have taken action in reliance upon the authorization or that the authorization was obtained as a condition of obtaining insurance, and we have the right, under other law, to contest a claim under the plan itself.

- The following are examples of when your authorization would be required prior to use and disclosure:
  - Most uses and disclosures of your psychotherapy notes.
  - Uses and disclosures of your PHI for marketing purposes.
  - o Uses and disclosures that constitute a sale of PHI.

**Breach of Unsecured PHI** – If CAIC or a Business Associate of CAIC causes a breach to occur that involved your unsecured PHI, we are required by law to notify you of the incident.

# **RIGHTS THAT YOU HAVE**

Access to Your PHI – You have the right to copy and/or inspect certain PHI that we maintain about you. Certain requests for access to your PHI must be in writing, must state that you want access to your PHI and must be signed by you or your representative (e.g., requests for medical records provided to us directly from your health care provider). We must provide you with access to your PHI in the form or format requested by you, if it is readily producible in such form or format, or, if not, in a form or format agreed upon by you and CAIC. Access request forms are available from CAIC at the address below. We may charge you a fee for copying and postage.

**Amendments to Your PHI** – You have the right to request that PHI that we maintain about you be amended or corrected. We are not obligated to make all requested amendments but will give each request careful consideration. To be considered, your amendment request must be in writing, must be signed by you or your representative, and must state the reasons for the amendment/correction request. Amendment request forms are available from CAIC at the address below.

Accounting for Disclosures of Your PHI – You have the right to receive an accounting of certain disclosures made by us of your PHI. Examples of disclosures that we are required to account for include those to state insurance departments, pursuant to valid legal process, or for law enforcement purposes. To be considered, your accounting requests must be in writing and signed by you or your representative. Accounting request forms are available from CAIC at the address below. The first accounting in any 12-month period is free; however, we may charge you a fee for each subsequent accounting you request within the same 12-month period.

**Restrictions on Use and Disclosure of Your PHI** – You have the right to request restrictions on certain of our uses and disclosures of your PHI for insurance payment or health care operations, disclosures made to persons involved in your care, and disclosures for disaster relief purposes. For example, you may request that we not disclose your PHI to your spouse. Your request must describe in detail the restriction you are requesting. HIPAA does not require us to agree to your request but we will accommodate reasonable requests when appropriate. We retain the right to terminate an agreed-to restriction if we believe such termination is appropriate. In the event of a termination by us, we will notify you of such termination. You also have the right to terminate, in writing or orally, any agreed-to restriction. Requests for a restriction (or termination of an existing restriction) may be made by contacting CAIC at the telephone number or address below.

**Request for Confidential Communications** – You have the right to request that communications regarding your PHI be made by alternative means or at alternative locations. For example, you may request that messages not be left on voice mail or sent to a particular address. We are required to accommodate reasonable requests if you inform us that disclosure of all or part of your information could place you in danger. Requests for confidential communications must be in writing, signed by you or your representative, and sent to CAIC at the address below.

**Right to a Copy of the Notice** – You have the right to a paper copy of this Notice upon request by contacting CAIC at the telephone number or address below.

**Complaints** – If you believe your privacy rights have been violated, you can file a complaint with CAIC in writing at the address below. You may also file a complaint in writing with the Secretary of the U.S. Department of Health and Human Services in Washington, D.C., within 180 days of a violation of your rights. There will be no retaliation for filing a complaint.

### FOR FURTHER INFORMATION

If you have questions or need further assistance regarding this Notice, you may contact CAIC's Privacy Office by writing to: CAIC, Attn: Privacy Office, P.O. Box 427, Columbia, SC 29202, or by calling 1-800-433-3036.

### EFFECTIVE DATE

This Notice is effective August 16, 2013.

Continental American Insurance Company (CAIC), a proud member of the Aflac family of insurers, is a wholly-owned subsidiary of Aflac Incorporated and underwrites group coverage. CAIC is not licensed to solicit business in New York, Guam, Puerto Rico, or the Virgin Islands. For groups sitused in California, coverage is underwritten by Continental American Life Insurance Company. For groups sitused in New York, coverage is underwritten by American Family Life Assurance Company of New York.

Continental American Insurance Company • 2801 Devine Street • Columbia, South Carolina 29205 1-800-433-3036 toll-free

### 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, Continental American Insurance Company (CAIC), and Continental American Life 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) needs 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 plan 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: Continental American Insurance Company, ATTN: Privacy Office, P.O. Box 427, Columbia, SC 29202.

### 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), copies are available by sending a written request to: Continental American Insurance Company, ATTN: Privacy Office, P.O. Box 427, Columbia, SC 29202.

Continental American Insurance Company (CAIC), a proud member of the Aflac family of insurers, is a wholly-owned subsidiary of Aflac Incorporated and underwrites group coverage. **Aflac** is not licensed to solicit business in New York, Guam, Puerto Rico, or the Virgin Islands. For groups sitused in California, coverage is underwritten by Continental American Life Insurance Company. For groups sitused in New York, coverage is underwritten by American Family Life Assurance Company of New York.

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