

<i>SERFF Tracking Number:</i>	<i>CMLX-125594977</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Companion Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>38606</i>
<i>Company Tracking Number:</i>	<i>GCIAR0003601C01</i>		
<i>TOI:</i>	<i>H07G Group Health - Specified Disease - Limited Benefit</i>	<i>Sub-TOI:</i>	<i>H07G.001 Critical Illness</i>
<i>Product Name:</i>	<i>CIEM01GR08</i>		
<i>Project Name/Number:</i>	<i>CIEM01GR08/GCIAR0003601C01</i>		

Filing at a Glance

Company: Companion Life Insurance Company

Product Name: CIEM01GR08

SERFF Tr Num: CMLX-125594977 State: ArkansasLH

TOI: H07G Group Health - Specified Disease - Limited Benefit

SERFF Status: Closed

State Tr Num: 38606

Sub-TOI: H07G.001 Critical Illness

Co Tr Num: GCIAR0003601C01

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Rosalind Minor

Author: SPI CompanionLife

Disposition Date: 04/21/2008

Date Submitted: 04/04/2008

Disposition Status: Approved-Closed

Implementation Date Requested: 04/04/2008

Implementation Date:

State Filing Description:

General Information

Project Name: CIEM01GR08

Status of Filing in Domicile: Authorized

Project Number: GCIAR0003601C01

Date Approved in Domicile: 04/03/2008

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 04/21/2008

Deemer Date:

State Status Changed: 04/21/2008

Corresponding Filing Tracking Number:

Filing Description:

Companion Life Insurance Company hereby files its Group Critical Illness Insurance Policy. The forms are new and will not replace any forms that have been previously approved in your state. They will be used to market critical illness coverage to employer-employee groups and will be marketed through a network of independent licensed agents.

The forms were stamped "Exempt" by our domiciliary state, South Carolina, on April 3, 2008.

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Company and Contact

Filing Contact Information

Vivian Frederic, Contracts Compliance Specialist
 7909 Parklane Rd
 Columbia, SC 29223-5666
 vivian.frederic@companiongroup.com
 (803) 735-1251 [Phone]
 (800) 836-5433[FAX]

Filing Company Information

Companion Life Insurance Company
 7909 Parklane Rd, Suite 200
 Columbia, SC 29223-5666
 (803) 735-1251 ext. [Phone]

CoCode: 77828
 Group Code: 661
 Group Name: Companion Life Insurance Company
 FEIN Number: 57-0523959

State of Domicile: South Carolina
 Company Type:
 State ID Number:

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
000395062	\$50.00	04/04/2008

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	04/21/2008	04/21/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	04/18/2008	04/18/2008	SPI CompanionLife	04/21/2008	04/21/2008

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	AR - NAIC TRANSMITTAL DOC, AR - NAIC FORM FILING ATTACHMENT	Approved-Closed	Yes
Supporting Document	Filing Fee Check	Approved-Closed	Yes
Form (revised)	Group Critical Illness Insurance Policy	Approved-Closed	Yes
Form	Group Critical Illness Insurance Policy	Withdrawn	No
Form (revised)	Group Critical Illness Insurance Certificate	Approved-Closed	Yes
Form	Group Critical Illness Insurance Certificate	Withdrawn	No
Form	Application for Critical Illness Insurance Policy	Approved-Closed	Yes
Form	Critical Illness Insurance Enrollment Form	Approved-Closed	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 04/18/2008
Submitted Date 04/18/2008

Respond By Date

Dear Vivian Frederic,

This will acknowledge receipt of the captioned filing.

Objection 1

- Group Critical Illness Insurance Policy (Form)
- Group Critical Illness Insurance Certificate (Form)

Comment: With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Response Letter

Response Letter Status Submitted to State
Response Letter Date 04/21/2008
Submitted Date 04/21/2008

Dear Rosalind Minor,

Comments:

Thank you for your review of our filing.

Response 1

Comments: We deleted the time limit for furnishing proof of incapacity of a handicapped dependent in the definition of "Dependent."

Related Objection 1

Applies To:

SERFF Tracking Number: CMLX-125594977 State: Arkansas
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- Group Critical Illness Insurance Policy (Form)
- Group Critical Illness Insurance Certificate (Form)

Comment:

With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Group Critical Illness Insurance Policy	CIEGP 4050		Policy/Contract/Fraternal Certificate	Initial		40	CIEGP 4050.PDF
Previous Version							
Group Critical Illness Insurance Policy	CIEGP 4050		Policy/Contract/Fraternal Certificate	Initial		40	CIEGP 4050.PDF
Group Critical Illness Insurance Certificate	CIEGC 4060		Certificate	Initial		41	CIEGC 4060.PDF
Previous Version							
Group Critical Illness Insurance Certificate	CIEGC 4060		Certificate	Initial		41	CIEGC 4060.PDF

No Rate/Rule Schedule items changed.

If you have any questions or need additional information, please let us know.

Sincerely,
 SPI CompanionLife

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Form Schedule

Lead Form Number: CIEGP 4050

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	CIEGP 4050	Policy/Cont	Group Critical Illness Initial ract/Fratern Insurance Policy al Certificate	Initial		40	CIEGP 4050.PDF
Approved-Closed	CIEGC 4060	Certificate	Group Critical Illness Insurance Certificate	Initial		41	CIEGC 4060.PDF
Approved-Closed	CIER APP 9000	Application/ Enrollment Form	Application for Critical Illness Insurance Policy	Initial		48	CIER APP 9000.PDF
Approved-Closed	CIEN APP 9000	Application/ Enrollment Form	Critical Illness Insurance Enrollment Form	Initial		40	CIEN APP 9000.PDF



Companion Life Insurance Company
7909 Parklane Road, Suite 200
Columbia, South Carolina 29223-5666

Policyholder:	[ABC Group]		
Address:	[123 Main Street Chicago, Illinois, 12345]		
Group Policy Number:	[CI-XXX01]	Effective Date:	[June 1, 2007]
Issue Date:	[June 1, 2007]	Policy Anniversary Date:	[June 1, 2007]

Companion Life Insurance Company, herein called the Company, in consideration of the application for this Group Policy and the timely payment of premiums, agrees, subject to the terms and conditions of the Policy, to insure eligible employees, herein called Insured(s), and their eligible Dependents under the Policy.

The Policy takes effect on the effective date shown above, 12:01 a.m. Standard Time at the address of the Policyholder. Subject to the terms and conditions of the Policy, it can be renewed until the first Policy Anniversary by timely payment of the required premium; it can be renewed after such time from month to month by timely payment of the required premium.

All provisions set forth on the following pages are a part of the Policy.

Signed for Companion Life Insurance Company.

A handwritten signature in black ink, appearing to read 'Trescott N. Hinton, Jr.', written over a horizontal line.

Trescott N. Hinton, Jr.
President

GROUP POLICY PROVIDING
CRITICAL ILLNESS BENEFITS
NON-PARTICIPATING

This is a Limited Benefit Health Coverage Policy. Policies of this category are designed to provide limited or supplemental coverage, paying benefits ONLY upon the Occurrence and Diagnosis of a covered condition. This Policy does not provide benefits for any other disease, sickness or incapacity. This Policy does not provide for basic hospital, basic medical-surgical, or major medical expenses. Benefits provided are a supplement, and not a substitute for, medical coverage or disability insurance.

PLEASE READ THIS POLICY CAREFULLY. THIS IS NOT A MEDICARE SUPPLEMENT POLICY.

For service or complaints about this policy, please address any inquiries to the address shown above or call [1-800-736-7872].

TABLE OF CONTENTS

SCHEDULE OF BENEFITS

Section 1	DEFINITIONS
Section 2	ELIGIBILITY AND EFFECTIVE DATE
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Section 6	PREMIUMS
Section 7	CLAIM PROVISIONS
Section 8	GENERAL PROVISIONS

AMENDMENT RIDERS, IF ANY

Schedule of Benefits

[Classes of Employees Eligible for Insurance: All Active Full-Time Employees

Employee Critical Illness Benefit Amount: \$XXXXXXXX

Reduction Formula: If a Covered Person is Age 60 or older on the Policy Effective Date, his Benefit Amount will be reduced by 50 percent on the fifth anniversary of the Policy Effective Date, and in all other cases, the Benefit Amount will be reduced by 50 percent when the Covered Person reaches Age 65 (collectively a “Benefit Reduction Due to Age”).

Premium: \$XXXXXXXX

Premium Class:

Premium Payment Mode: Monthly

Dependent Critical Illness Benefit Amount: \$XXXXXXXX

Classification of Covered Dependent:

Spouse (if applicable): 50% of Covered Employee’s Benefit Amount (to a maximum of \$30,000)

Children: \$5,000

Covered Conditions - Category 1:	Benefit Amount:
• Heart Attack	100%
• Stroke	100%
• Major Organ Transplant of the Heart or Combination Transplant Including Heart	100%
• Coronary Bypass Surgery	25%
• Angioplasty	10%

Covered Conditions - Category 2:	
• Invasive Cancer (Diagnosis more than 30 days after effective date of coverage)	100%
• Invasive Cancer (Diagnosis during the first 30 days of in force coverage)	10%
• Cancer In Situ (Diagnosis more than 30 days after effective date of coverage)	25%
• Cancer In Situ (Diagnosis during the first 30 days of in force coverage)	2.5%

Schedule of Benefits (Continued)

Covered Conditions - Category 3:	Benefit Amount
• Major Organ Transplant - not covered in Category 1	100%
• End-Stage Renal Failure	100%
• Advanced Alzheimer's Disease	100%
• Blindness	100%
• Deafness	100%
• Paralysis	100%
• Severe Burns (Not covered for dependent children)	100%
• Accidental Loss of Speech	100%
• Motor Neuron Disease, including ALS, Lou Gehrig's Disease	100%
• Coma	100%

The Critical Illness Benefit will be paid only if a covered condition first occurs and is diagnosed after the effective date of coverage, except for the covered condition Diagnosis of Invasive and In Situ Cancer, as stated in the Policy Schedule above and this Policy below.

Premiums are subject to change as provided in the Premium Provisions of this Policy.]

SECTION 1 DEFINITIONS

1.01 “Accident” means sudden, unexpected and unintended injury which is independent of any Sickness and which takes place while the Covered Person’s coverage is in force.

1.02 “Active Service” means that the Insured is:

- (a) doing in the usual manner all of the regular duties of his or her employment on a scheduled work day; and
- (b) these duties are being done at one of the places of business where he or she normally does such duties or at some location to which his or her employment sends him or her.

An Insured will be said to be on Active Service on a day which is not a scheduled work day only if he or she would be able to perform in the usual manner all of the regular duties of his or her employment if it were a scheduled work day and was actively at work on the last preceding regular work day.

1.03 “Age” means the attained age as of the last birthday.

1.04 “Benefit Payment” means the percentage of the current benefit amount applicable for that condition if the claim is payable.

1.05 “Calendar year” means the period from January 1 through December 31 of the same year.

1.06 “Certificate” means the individual certificate issued to the Insured. It describes the coverage under the Policy.

1.07 “Company” means Companion Life Insurance Company, located in Columbia, South Carolina.

1.08 “Clinical Diagnosis” means a Diagnosis of Invasive Cancer or Cancer In Situ based on the study of symptoms and diagnostic test results. We will accept a Clinical Diagnosis of Cancer only if the following conditions are met:

- a) a Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
- b) there is medical evidence to support the Diagnosis; and
- c) a Physician is treating the Insured for Invasive Cancer and/or Cancer In Situ.

1.09 “Covered Person(s)” means the Insured and his or her Dependents insured under the Policy.

SECTION 1
DEFINITIONS

1.10 “Critical Illness” means the First Ever Occurrence, while this Policy is in force, of one of the following covered conditions, as defined below:

- a) Accidental Loss of Speech
- b) Advanced Alzheimer’s Disease
- c) Angioplasty
- d) Blindness
- e) Cancer In Situ
- f) Coma
- g) Coronary Bypass Surgery
- h) Deafness
- i) End-Stage Renal Failure
- j) Heart Attack
- k) Invasive Cancer
- l) Major Organ Transplant
- m) Motor Neuron Disease
- n) Paralysis
- o) Severe Burns
- p) Stroke

a) “Accidental Loss of Speech” means the Diagnosis, by a Physician board-certified as medically appropriate for this condition, of the total, permanent and irreversible loss of your ability to speak as a result of an accidental injury.

b) “Advanced Alzheimer's Disease” means the Diagnosis, by a Physician board-certified as a Neurologist, of Advanced Alzheimer's Disease. The Insured must exhibit loss of intellectual capacity involving impairment of memory and judgment as measured by clinical evidence and standardized testing. It must result in significant reduction in mental and social functioning such that the Insured requires Substantial Assistance in performing at least three of the six Activities of Daily Living (as defined below). No other dementing brain disorders or psychiatric illnesses shall meet the definition of Alzheimer’s Disease, nor will they be considered a covered condition.

1. Activities of Daily Living (ADLs) refer to certain basic daily tasks necessary to maintain a person's health and safety. In this Policy, ADLs refer to the activities described below:

- i. Transfer and mobility -The ability to move into or out of a bed, chair or wheelchair or to move from place to place, either via walking, a wheelchair, cane, crutches, walker or other equipment.
- ii. Continence -The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).

SECTION 1 DEFINITIONS

- iii. Dressing -Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- iv. Toileting -Getting to and from the toilet, transferring on and off the toilet and performing associated personal hygiene.
- v. Eating -Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- vi. Bathing -Washing oneself by sponge bath; or in either a tub or a shower, including the task of getting into or out of the tub or shower.

2. Substantial Assistance means hands-on assistance and stand-by assistance. For the purposes of this Policy “stand-by assistance” will be used to determine that substantial assistance by another person is required by you to perform the ADL.

- i. “Hands-on Assistance” means the physical assistance of another person without which you would be unable to perform the ADL.
- ii. “Stand-by Assistance” means the presence of another person within your arm’s reach, to prevent, by physical intervention, injury to you while you perform an ADL (such as being ready to catch you if you fall while getting into or out of the bathtub or shower as part of bathing, or being ready to remove food from your throat if you choke while eating).

c) “Angioplasty” means the actual undergoing of a percutaneous transluminal angioplasty deemed medically necessary to correct a narrowing or blockage of one or more coronary arteries. A Physician board-certified as a Cardiologist must perform the procedure. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.

d) “Blindness” means the Diagnosis, by a Physician board-certified as an Ophthalmologist, of the permanent and uncorrectable loss of sight in each of your eyes. Your corrected visual acuity must either be worse than 20/200 in both eyes or the field of vision must be less than 20 degrees in both eyes, for a continuous period of at least 30 days.

e) “Cancer In Situ” means a Diagnosis of cancer wherein the tumor cells still lie within the tissue of origin without having invaded neighboring tissue.

Cancer In Situ includes:

- 1. early prostate cancer diagnosed as T1N0M0 or equivalent staging; and
- 2. melanoma not invading the dermis.

Cancer In Situ does NOT include:

- 1. other skin malignancies;
- 2. pre-malignant lesions (such as intraepithelial neoplasia); or
- 3. benign tumors or polyps.

SECTION 1 DEFINITIONS

Cancer In Situ must be diagnosed pursuant to a Pathological or Clinical Diagnosis as explained in the Definition section.

- f) “Coma” means the diagnosis, by a Physician board-certified as a Neurologist, that you are in a state of unconsciousness from which you cannot be aroused, in which external stimulation will produce no more than primitive avoidance reflexes, and that this state has persisted continuously for at least 96 hours.
- g) “Coronary Bypass Surgery” means the actual undergoing of coronary artery bypass surgery using either a saphenous vein or internal mammary artery graft for the treatment of coronary heart disease deemed medically necessary to correct a narrowing or blockage of one or more coronary arteries. The procedure must be performed by a Physician board-certified as a Cardiologist. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.
- h) “Deafness” means the Diagnosis, by a Physician board-certified as an Otolaryngologist, of the permanent loss of hearing in both ears with an auditory threshold of more than 90 decibels in each ear, for a continuous period of at least 30 days.
- i) “End-Stage Renal Failure” means the chronic and irreversible failure of both of your kidneys which requires you to undergo periodic and ongoing dialysis. The Diagnosis must be made by a Physician board-certified in Nephrology.
- j) “Heart Attack” means an Acute Myocardial Infarction resulting in the death of a portion of the heart muscle (myocardium) due to a blockage of one or more coronary arteries and resulting in the loss of the normal function of the heart. The Diagnosis must be made by a Physician board-certified as a Cardiologist and based on both:
- 1) new clinical presentation and electrocardiographic changes consistent with an evolving heart attack; and
 - 2) serial measurement of cardiac biomarkers showing a pattern and to a level consistent with a Diagnosis of Heart Attack.
- Established (old) Myocardial Infarction is excluded.
- k) “Invasive Cancer” A malignant neoplasm, which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue, and which is not specifically hereafter excluded. Leukemias and lymphomas are included. The following are not considered Invasive Cancer
1. pre-malignant lesions (such as intraepithelial neoplasia); or
 2. benign tumors or polyps; or
 3. early prostate cancer diagnosed as T1N0M0 or equivalent staging; or
 4. Cancer in Situ; or
 5. any skin cancer (other than invasive malignant melanoma in the dermis or deeper or skin malignancies that have become metastatic).

SECTION 1 DEFINITIONS

Invasive Cancer must be diagnosed pursuant to a Pathological or Clinical Diagnosis as explained in the Other Definition section.

l) “Major Organ Transplant” means the clinical evidence of major organ(s) failure which requires the malfunctioning organ(s) or tissue of the Insured to be replaced with an organ(s) or tissue from a suitable human donor (excluding the Insured) under generally accepted medical procedures. The organs and tissues covered by this definition are limited to: liver, kidney, lung, entire heart, small intestine, pancreas, or bone marrow. In order for the Major Organ Transplant to be covered under this Policy, the Insured must be registered by the United Network of Organ Sharing (UNOS).

m) “Motor Neuron Disease” means the unequivocal diagnosis, by a Physician board-certified as a Neurologist, of one of the following motor neuron diseases: amyotrophic lateral sclerosis (A.L.S. or Lou Gehrig's Disease), primary lateral sclerosis, progressive spinal muscular atrophy, progressive bulbar palsy, or pseudo bulbar palsy. Coverage is limited to these conditions and all other variations of motor neuron disease are excluded.

n) “Paralysis” means the complete and permanent loss of use of two or more limbs through neurological injury for a continuous period of at least 180 days, confirmed by a Physician board-certified as a Neurologist.

o) “Severe Burns” means the Diagnosis, by a Physician board-certified as a Plastic Surgeon, that You have sustained third degree burns covering at least 20% of the surface area of Your body.

p) “Stroke” means any acute cerebrovascular accident producing neurological impairment and resulting in paralysis or other measurable objective neurological deficit persisting for at least 96 hours and expected to be permanent. Cerebral symptoms due to migraine, cerebral injury due to trauma or hypoxia, vascular disease affecting the eye or optic nerve, ischemic disorders of the vestibular system, and transient ischemic attack (mini-stroke) are excluded. The Diagnosis must be made by a Physician board-certified as a Neurologist.

1.11 “Date of Diagnosis” means the date the Diagnosis is established by a Physician, who is a board certified specialist where required under this Policy, through the use of clinical and/or laboratory findings as supported by the Insured’s medical records. For a procedure, it is the date the Insured undergoes the procedure.

1.12 “Dependent” means an Insured’s:

- (a) married spouse who lives with the Insured and is under age 70; or
- (b) unmarried child (natural, step or adopted) who is not eligible for medical coverage as an Insured under the Policy or any other group policy and who:
 - (1) is less than 21 years old and is dependent on the Insured; or
 - (2) is less than 23 and going to an accredited school full time. Such child must be dependent on the Insured for principal support and maintenance;or

SECTION 1 DEFINITIONS

- (3) becomes incapable of self-support because of mental retardation or physical handicap while insured under the Policy and prior to reaching the limiting age for dependent children. The child must be dependent on the Insured for support and maintenance. At the request and expense of the Company, proof of the incapacity must be furnished to the Company by the Policyholder. Coverage will continue for as long as the Insured's insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age 23; or
- (4) is not living with the Insured, but the Insured is legally required to support such child, and the child would otherwise qualify under (1), (2) or (3) above.

The term Dependent does not include:

- (a) a grandchild of the Insured (except where required by law); or
- (b) a child who engages for compensation, profit or gain in any employment or business for 30 or more hours per week, unless such child is a full-time student as described in (b)(2) above.

1.13 "Diagnosis" means the definitive establishment of the Critical Illness through the use of clinical and/or laboratory findings. The Diagnosis must be made by a Physician who is a board certified specialist where required under this Policy.

1.14 "Effective Date" means the date coverage takes effect under the Policy. The Effective Date of the Insured will be the first day after the Normal Pay Date for which the first payroll deduction is taken for this coverage. The "Effective Date" will start at 12:01 a.m. at the main place of business of the Policyholder.

1.15 "Enrollment Form" means the written form(s) provided by us that the employee uses to apply for this Policy, including any amendments and supplemental application(s) thereto, and any application(s) for a Policy change or reinstatement.

1.16 "First Occur(s)/First-Ever Diagnosis or Procedure" means this Occurrence, Diagnosis or Procedure is the first time ever in the Insured's lifetime that he or she has experienced such covered condition, been diagnosed with that specific condition included as a covered condition, or undergone that specific Procedure included as a covered condition.

1.17 "Immediate Family" means the parents, spouse, children, or siblings of a Covered Person, or any person residing with a Covered Person.

1.18 "Initial Benefit Amount" means the amount of Critical Illness Insurance coverage requested by the Insured, which the Company subsequently approves for the Insured.

1.19 "Insured" means any person who is eligible for insurance under Section 2 and is insured under the Policy by virtue of employment by a Policyholder.

SECTION 1 DEFINITIONS

1.20 “Maximum Benefit Amount” means the eligible total of Benefit Payments for all covered conditions as stated in the Policy, including all components of the Multiple Payment Benefit provision.

1.21 “Normal Pay Date” means the day of the week the Insured’s employer normally issues payroll. This date will remain the same regardless of a change in the payday which may occur due to holidays.

1.22 “Occur(s)/Occurrence(s)” means an event or incident that: (1) occurs after the date coverage on an Insured becomes effective under this Policy; (2) occurs while the Policy is in force; and (3) is not precluded by any specific description or exclusion stated in this Policy.

1.23 “Pathological Diagnosis” means Diagnosis of Invasive Cancer or Cancer In Situ based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of Diagnosis must be done by a Physician who is a board certified pathologist and whose Diagnosis of malignancy conforms to the standards set by the American College of Pathology.

1.24 “Physician” means a person other than the Insured or the owner; a family member of the Insured or the owner; a member of the same household; or a business partner or associate of the Insured, owner or family member; who is duly licensed and practicing medicine in the United States, and who is legally qualified to diagnose and treat sickness and injuries. The Physician must be providing services within the scope of his or her license issued by the jurisdiction in which such person’s services are rendered. Such jurisdiction must be within the United States of America. The Physician must be a board certified specialist where required under this Policy.

1.25 “Policy” means the written statement of this contract effecting Critical Illness Insurance, including all clauses, riders, endorsements, applications, or other attached papers. This insurance Policy is a binding contract, issued by the Company to the Employer, which promises to pay a Benefit Amount to Covered Persons according to certain defined terms and conditions.

1.26 “Policy Effective Date” means the date that this Policy takes effect. The Policy Effective Date is shown in the Policy Schedule.

1.27 “Policyholder” means an employer who has elected in writing to participate in the coverage under the Policy.

1.28 “Premium” means the dollar amount that must be paid to keep this Policy in force. Premium is shown in the Policy Schedule.

1.29 “Premium Class” means the Premium Class of the Insured as designated in the Policy Schedule.

1.30 “Premium Payment Mode” means the period of time for which one Premium payment will keep this Policy in force. The Premium Payment Mode is shown in the Policy Schedule.

SECTION 1 DEFINITIONS

1.31 “Proof” means written evidence satisfactory to the Company that a claimant has satisfied the conditions and requirements for a benefit described in this Policy. Proof must include all of the information required under the terms of this Policy and be timely submitted as described in this Policy. When a claim is made for a benefit described in this Policy, Proof must establish:

- a) the nature and extent of the covered condition;
- b) the Company’s obligation to pay the claim; and
- c) the claimant’s right to receive payment.

Except as provided in the “Physical Examinations, Autopsy” claim provision of this Policy, Proof must be provided at the claimant's expense.

1.32 “Reduced Benefit Period” If the covered condition of Invasive or In Situ Cancer is diagnosed, the Reduced Benefit Period shall be 30 days, beginning on the Policy Effective Date of this Policy. If such covered condition Occurs and is diagnosed during the first 30 days of coverage after the Effective Date, there shall be a Benefit Payment of 10% for Invasive Cancer or 2.5% for Cancer In Situ, and the Category B benefits will terminate.

1.33 “Schedule of Benefits (or Schedule)” means the benefit schedule set forth in the Policy or Certificate.

SECTION 2
ELIGIBILITY AND EFFECTIVE DATE

2.01 All persons who:

- (a) are on Active Service as employees of a Policyholder; and
- (b) qualify as eligible Insureds as defined in the master application; and
- (c) meet the definition of eligible employee as stated in the Schedule, are eligible to be insured under the Policy. Evidence of insurability acceptable to the Company may be required.

2.02 The insurance on eligible employees will take effect on the Effective Date of the Policyholder if:

- (a) an application is completed on or before said Effective Date;
- (b) the underwriting rules of the Company are met;
- (c) such person is on Active Service; and
- (d) the first premium is paid and received by the Company.

After the Effective Date of the Policyholder, the insurance of eligible employees will take effect on the first day after the Normal Pay Date for which the first payroll deduction is taken for this coverage, subject to (a), (b), (c) and (d) above and the rules stated in the master application.

2.03 If and where Dependent coverage is available under the Policy, each Insured will be eligible for such coverage on the latest of the following dates:

- (a) the day the Insured becomes eligible for insurance; or
- (b) the day the Insured acquires his or her first Dependent.

With respect to Critical Illness coverages, if both husband and wife are eligible for coverage under the Policy and have no Dependent children, the husband and wife may only elect individual coverage. If both husband and wife are eligible for coverage under the Policy and they have Dependent child(ren), either spouse, but not both, may elect Dependent coverage.

2.04 Dependent coverage may be elected by:

- (a) Completing and signing an application within 31 days of the date the Dependent becomes eligible; and
- (b) By completing any required form of payroll deduction.

SECTION 2
ELIGIBILITY AND EFFECTIVE DATE

2.05 The Effective Date of coverage for each eligible Dependent will be the first day after the Normal Pay Date for which the first payroll deduction is taken for this coverage, following:

- (a) the Company's acceptance of the application; and
- (b) receipt of the first premium by the Company.

However, if on such date the coverage for the eligible employee has not yet taken effect, the Effective Date for Dependent coverage will be the same as the Effective Date for such employee.

If it is the first child or if dependent coverage was elected, a newborn child will become insured under this Policy automatically from the moment of birth as long as the Insured's coverage was in force on that date. The newborn child's coverage will not continue past the 31-day period following birth unless:

- (a) the Company is notified by the end of that 31-day period of the addition of such newborn child; and
- (b) any applicable additional premium is paid.

An adopted child who has not attained 18 years of age, will become insured under this Policy automatically as of the date of adoption or placement for adoption. Placement for adoption means the assumption and retention by a person of legal obligation for total or partial support of a child in anticipation of the child's adoption. Coverage for an adopted child will not continue past the 31-day period following birth unless:

- (a) the Company is notified by the end of the 31-day period of the addition of such adopted child; and
- (b) any applicable additional premium is paid.

In all other instances if a Dependent is totally disabled on the date coverage (with respect to that particular Dependent) would otherwise take effect, the coverage of the Dependent will be deferred until the first of the month following the Dependent's cessation of total disability.

2.06 If a Covered Person is not actively at work when his or her coverage would otherwise take effect, coverage will take effect on the earlier of the following dates:

- (a) with respect to coverage for conditions other than the disabling condition:
 - (1) the day following the expiration of any continuation of coverage provided under the plan this plan replaces; or
 - (2) the day coverage would otherwise take effect if the plan this plan replaces does not provide for continuation of coverage.

**SECTION 3
BENEFITS**

CRITICAL ILLNESS INSURANCE BENEFIT

3.01 The Company will, subject to the terms and conditions of this Policy, pay the Benefit Amount of this Policy shown in the Policy Schedule upon the Diagnosis by a Physician that the Insured has a covered condition under this Policy, if such covered condition First Occurred while this Policy was in force.

3.02 The covered conditions listed in the Policy Schedule are the only conditions, diseases or surgeries for which an Insured may receive benefits under the Policy. If a covered condition First Occurs while you are insured under the Policy, and we receive the required Proof of the covered condition, the current benefit amount will be paid, depending on the type of covered condition.

3.03 The Benefit Payment(s) will be paid in a lump-sum to the Insured. Benefits will not exceed the Maximum Benefit Amount. The Policy will terminate upon payment of the Maximum Benefit Amount.

Category 1

Heart Attack

Stroke

Major Organ Transplant of the Heart or Combination Transplant Including Heart

Coronary Bypass Surgery

Angioplasty

Category 2

Invasive Cancer

Cancer In Situ

Category 3

Major Organ Transplant
(not covered in category 1)

End Stage Renal Failure

Advanced Alzheimer's Disease

Blindness

Deafness

Paralysis

Severe Burns (not covered for dependent children)

Accidental Loss of Speech

Motor Neuron Disease, including ALS, Lou Gehrig's Disease

Coma

SECTION 3 BENEFITS

MULTIPLE PAYMENT BENEFIT

3.04 The Multiple Payment Benefit is a feature of the Policy, which allows for multiple payments from the three categories of covered conditions listed above. The payment of benefits under each category shall not exceed 100% of the Initial Benefit Amount for each category. You can receive a Benefit Payment on a second or third covered condition if that covered condition meets the terms and conditions of the Policy. The total of Benefit Payments can be up to three times the Initial Benefit Amount. After the Initial Benefit Payment under the Policy, you can choose to continue paying Premiums and possibly receive additional Benefit Payments.

How this Benefit is Calculated:

a) Before Age 65 (or within 5 years after issue, if Insured is Age 60 or older on Policy Effective Date):

1. The benefit available in a category equals the Initial Benefit Amount less the sum of any payments made to date for covered conditions in that category.
2. The Benefit Payment for a covered condition equals the appropriate percentage of the Initial Benefit Amount for that covered condition but no greater than the benefit remaining for that category.

b) On or After Age 65 (or 5 years after issue, if Insured is Age 60 or older on Policy Effective Date):

1. The current benefit amount for a category equals 50% of the benefit remaining in that category on the day prior to the Policy anniversary.
2. The benefit available in a category equals the current benefit amount less the sum of any payments made since the Age 65 reduction for covered conditions in that category.
3. The Benefit Payment for a covered condition equals the appropriate percentage of the current benefit amount for that covered condition, but no greater than the benefit remaining for that category.

SECTION 4
EXCEPTIONS AND LIMITATIONS

4.01 Unless the Insured's covered condition First Occurs or is diagnosed during the coverage period of the Policy, no Benefit Amount will be payable.

- a) The payment of all benefits under the Policy shall not exceed three (3) times the Initial Benefit Amount stated in the Policy schedule.
- b) The payment of benefits under each category shall not exceed 100% of the Initial Benefit Amount for each category.
- c) There shall be only one Benefit Payment for each covered condition.
- d) There shall be only one Benefit Payment per 180-day period across the three categories. However, the 180-day period does not apply to Benefit Payments within the same category.
- e) If a First-Ever Diagnosis Occurs within the 180-day period after a Benefit Payment, hence not an eligible claim, a subsequent Occurrence and Diagnosis of that covered condition will be considered a "First-Ever Diagnosis" under the Policy.
- f) If more than one covered condition is diagnosed at the same time, the Benefit Payment shall be based on the larger Benefit Amount of those diagnosed. If the Benefit Amounts are the same, there shall be only one Benefit Payment per 180-day period.

4.02 The Company will NOT pay the Benefit Amount for a covered condition if such covered condition is caused by, results from, or occurs during:

- a) intentionally causing self-inflicted injuries;
- b) suicide, or any attempt at suicide, while sane or insane;
- c) serving in the armed forces or any auxiliary unit of the armed forces;
- d) participation in the commission or attempted commission of a felony;
- e) participation in a riot or insurrection;
- f) alcoholism or drug addiction; or
- g) being intoxicated or under the influence of alcohol, drugs, or any narcotic (including overdose) unless administered on the advice of a physician and taken according to the physician's instructions. The term "intoxicated" refers to that condition as defined by law and decisions of the jurisdiction in which the accident, cause of loss, or loss occurred.

SECTION 4
EXCEPTIONS AND LIMITATIONS

- 4.03 The Company will NOT pay the Benefit Amount for a covered condition if:
- a) Such covered condition is not covered under this Policy;
 - b) Such covered condition First Occurred while this Policy was not in force;
 - c) Such covered condition was diagnosed by a person who is not a Physician;
 - d) Such covered condition was diagnosed outside the U.S., unless the Diagnosis is confirmed in the U.S.;
 - e) Such covered condition or surgical procedure was performed outside the U.S., unless on a U.S. military base or facility; or within another U.S. military or government building or facility; or
 - f) the Insured's date of birth, Age or sex was misstated on the Application and at the correct date of birth, Age or sex the Policy would not have become effective or would have terminated.
- 4.04 Any Benefit Amount payment under this Policy is subject to the adjustments provided in the Policy provisions; including, but not limited to, the Time Limit for Certain Defenses, Misstatement of Age or Sex, Binding Arbitration and Grace Period provisions.
- 4.05 If the Insured is Age 60 or older on the Policy Effective Date, the Initial Benefit Amount will be reduced by 50 percent on the fifth anniversary of the Policy Effective Date. In all other cases, the Benefit Amount will be reduced by 50 percent when the Insured reaches Age 65. After this reduction occurs, the current benefit amount for a category is 50 percent of the benefit remaining in that category on the day prior to the reduction.

SECTION 5
TERMINATION OF INSURANCE

- 5.01 The insurance on an Insured will cease on the earliest of:
- (a) the last day of the payroll deduction period during which the Insured ceases to be a member of a class eligible for coverage as shown in the Schedule;
 - (b) the end of the last period for which premium payment has been made to the Company;
 - (c) the date the Policy terminates;
 - (d) the last day of the payroll deduction period during which the Insured is retired or pensioned;
 - (e) with respect to those Insureds working for employers with less than 20 employees on a typical work day in the preceding Calendar Year, the last day of the payroll deduction period during which the Insured attains age 70; or
 - (f) the last day of the payroll deduction period during which the Insured terminates employment.
 - (g) the date on which the maximum benefit has been paid in all three categories.
- 5.02 The insurance on a Dependent will cease on the earliest of:
- (a) the date the Insured's coverage terminates;
 - (b) the end of the last period for which premium payment has been made to the Company;
 - (c) the date the Dependent no longer meets the definition of Dependent, as defined in the Policy; or
 - (d) the date the Policy is modified so as to exclude Dependent coverage.
 - (e) the date on which the maximum benefit has been paid in all three categories.
- 5.03 The Company shall have the right to terminate the coverage of any Covered Person who submits a fraudulent claim under the Policy.
- 5.04 The Policy, and the coverage of a Policyholder under the Policy, may be terminated as described below.

A Policyholder may terminate coverage under the Policy by giving written notice to the Company. Termination will be effective on the latter of:

- (a) the date we receive the notice; or
- (b) the requested termination date.

After the first anniversary date of the Policy, the Company may terminate any or all of the insurance under the Policy, as of any premium due date, by giving written notice to the Policyholder at least 60 days prior to the termination date.

SECTION 6 PREMIUMS

6.01 All premiums are payable on or before the date they are due. Premiums are payable by a mode of payment that has been agreed upon between the Policyholder and the Company.

6.02 The premium rates may be changed by the Company. If the rates are changed, the Company will give at least 31 days advance written notice. If an increase takes place on other than a premium due date, they will be due on the date of the increase to the next premium due date. If such premium is not paid when due, the coverage will automatically be discontinued as of the date the pro rata premium was due. Any partial payment of premium will be refunded.

6.03 If a change in benefits increases the Company's liability, premium rates may be changed on the date that the liability is increased.

SECTION 7 CLAIM PROVISIONS

7.01 Notice of Claim: Written notice of claim must be given within 60 days after the covered condition is First Diagnosed or as soon as reasonably possible, but in no case later than one year after the covered condition is First Diagnosed. The notice must be given to the Company at Our Home Office.

The Notice of Claim should include the Insured's name, the Policy number, the covered condition, if any, and an address to which the claim form should be sent. Subject to Section 8.02, no claim for loss incurred that starts two years from the date coverage begins will be reduced or denied unless excluded by name or specific description before the date of loss.

7.02 Claim Forms: Claim forms should be used for filing proof of loss. They will be sent to the claimant within 15 days of receipt of notice of claim. If claim forms are not supplied within 15 days, a claimant can give proof as follows:

- (a) in writing;
- (b) setting forth the nature and extent of the loss; and
- (c) within the time stated in the Proof of Loss provision.

(If the Insured resides in Georgia, the reference to 15 days is changed to 10 working days.)

7.03 Proof of Claim: Written Proof of claim, satisfactory to the Company, must be given to us within 90 days after the Occurrence of any covered condition under this Policy. Such Proof of claim must include the Physician's Diagnosis, including documentation supported by clinical, radiological, histological and laboratory evidence. If it was not reasonably possible to give written Proof in the time required, We will not reduce or deny the claim for this reason if the Proof is filed as soon as reasonably possible. Unless the owner was legally incapable, this Proof must be given within one year from the date the covered condition Occurred.

7.04 Time of Payment of Claim: After the Company receives written Proof of Claim satisfactory to us, and subject to the terms and conditions of this Policy, we will pay the current benefit amount then due under this Policy.

7.05 Payment of Claim: The Benefit Payment will be paid in a lump-sum to the Insured. Any Benefit Payment unpaid at the Insured's death will be paid to the Insured's Estate.

7.06 Physical Examinations and Autopsy: The Company has the right to have a Covered Person examined by a Physician of its choice as often as reasonably necessary while a claim is pending. The Company will pay for such examination. In case of death, the Company may request an autopsy where it is not forbidden by law.

SECTION 8
GENERAL PROVISIONS

- 8.01 Entire Contract – Changes: The entire contract shall include:
- (a) the Policy;
 - (b) the application of the Policyholder;
 - (c) the Insured’s enrollment form, if any, attached to the Certificate; and
 - (d) all endorsements and amendments.

Statements made by the Policyholder or the Insured are representations and not warranties, if fraud was not intended. (The words “if fraud was not intended” do not apply in Georgia or North Carolina.) No such statements will be used to avoid the insurance, reduce benefits, or defend a claim under the Policy unless:

- (a) the statement is in writing; and
- (b) a copy of that statement is given to the Insured or his or her beneficiary.

The terms of the Policy can be changed only by endorsement or amendment signed by the President or Secretary of the Company. No agent may change the Policy or waive its provisions.

8.02 Time Limit on Certain Defenses: The validity of the Policy cannot be contested after two years from its date of issue, except for nonpayment of premiums. After coverage for a Covered Person has been in force for two years, the Company cannot:

- (a) void the coverage; or
- (b) deny a claim for loss that starts after the two-year period, because of statements in the application unless they were fraudulent misstatements.

Nothing herein should be construed to prevent the Company from denying any claim on the basis that an individual was not eligible for coverage.

8.03 Grace Period: A grace period of 31 days will be allowed for each premium payment after the first premium. Coverage will stay in force during this time. The coverage under the Policy will terminate at the end of the grace period if the premium has not been paid. The Policyholder must still pay all unpaid premium due for the grace period.

The Policyholder may, by writing to the Company, cancel the coverage under the Policy:

- (a) on any future premium due date; or
- (b) on any date during the grace period.

If coverage is cancelled on a premium due date, the grace period will not apply. If cancellation is during the grace period, the Policyholder will be liable for any unpaid premium including the pro rata premium for that part of the grace period coverage was in force.

SECTION 8 GENERAL PROVISIONS

- 8.04 Legal Actions: No legal action may be brought to recover under the Policy:
- (a) within 60 days after written proof of loss has been furnished as required; or
 - (b) more than three years (five years in Kansas, six years in South Carolina and the applicable statute of limitations in Florida) from the time written proof of loss is required to be furnished.
- 8.05 Conformity with State Statutes: A provision of the Policy that, on the Effective Date, conflicts with a law of the state of issue is hereby changed to meet the minimum standards of that law as of the Effective Date.
- 8.06 Misstatement of Age or Sex: If the date of birth, Age or sex of any Covered Person has been misstated, the Initial Benefit Amount of this Policy will be of an amount that the Premium paid would have purchased at the correct date of birth, Age or sex.
- 8.07 New Insureds: To the group or class originally insured, there will be added from time to time all persons eligible and applying for insurance in such group or class.
- 8.08 Certificates: The Company will supply individual Certificates for each Insured. This Certificate will describe:
- (a) the insurance benefits;
 - (b) to whom benefits will be paid;
 - (c) any limitations of the Policy; and
 - (d) all other essential features of the Policy.

If more than one Certificate is issued under the Policy to an Insured, only the last one issued will be in effect.

8.09 ERISA: If this Policy is an integral part of an employee welfare benefit plan subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, Companion Life is a claim fiduciary. As claim fiduciary, Companion Life shall have the discretionary authority to determine eligibility for benefits and to construe the terms of that part of the ERISA plan represented by this Contract. Any judicial review of a decision of Companion Life shall be conducted under the arbitrary and capricious standard of review with deference given to the claim fiduciary's decision.

8.10 Allocation of Authority: Except for those functions which the Policy specifically reserves to the Policyholder, Companion Life has full and exclusive authority to control and manage this Policy, to administer claims and to interpret this Policy and resolve all questions arising in the administration, interpretation and application of this Policy.

SECTION 8
GENERAL PROVISIONS

- 8.11 Companion Life's authority includes, but is not limited to:
- (a) The right to resolve all matters when a review has been requested;
 - (b) The right to establish and enforce rules and procedures for the administration of the group policy and any claim under it; and
 - (c) The right to determine:
 - (1) eligibility for insurance;
 - (2) entitlement to benefits;
 - (3) the amount of benefits payable; and
 - (4) the sufficiency and the amount of information Companion Life may reasonably require to determine A, B, or C above.

Subject to the review procedures of the group policy, any decision Companion Life makes in the exercise of this authority is conclusive.



Companion Life Insurance Company
7909 Parklane Road, Suite 200
Columbia, South Carolina 29223-5666

Policyholder:	[ABC Group]		
Address:	[123 Main Street Chicago, Illinois, 12345]		
Group Policy Number:	[CI-XXX01]	Effective Date:	[June 1, 2007]
Issue Date:	[June 1, 2007]	Policy Anniversary Date:	[June 1, 2007]

This is to certify that Companion Life has issued and delivered the Group Insurance Policy to The Policyholder shown above and subject to the terms of that policy you, the Insured, are eligible.

This Certificate of Insurance is evidence of your insurance under the policy and of the policy's benefits. Everything contained in this Certificate of Insurance is subject to the provisions, definitions and exceptions in the policy. The policy is on file with the Policyholder and may be examined at any reasonable time.

This Certificate replaces all Certificates and Certificate Riders, if any, previously issued to the Policyholder by Companion Life to give to you under the Policy.

Signed for Companion Life Insurance Company.

A handwritten signature in black ink, appearing to read 'Trescott N. Hinton, Jr.', written over a horizontal line.

Trescott N. Hinton, Jr.
President

GROUP CERTIFICATE PROVIDING
CRITICAL ILLNESS BENEFITS
NON-PARTICIPATING

This is a Limited Benefit Health Coverage Certificate. Certificates of this category are designed to provide limited or supplemental coverage, paying benefits ONLY upon the Occurrence and Diagnosis of a covered condition. This certificate does not provide benefits for any other disease, sickness or incapacity. This certificate does not provide for basic hospital, basic medical-surgical, or major medical expenses. Benefits provided are a supplement, and not a substitute for, medical coverage or disability insurance.

PLEASE READ THIS CERTIFICATE CAREFULLY. THIS IS NOT A MEDICARE SUPPLEMENT POLICY.

For service or complaints about this certificate, please address any inquiries to the address shown above or call [1-800-736-7872].

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AMENDMENT RIDERS, IF ANY

SECTION 1

Schedule of Benefits

[Classes of Employees Eligible for Insurance: All Active Full-Time Employees

Insured: John Doe

Employee Critical Illness Benefit Amount: \$XXXXXXXX

Reduction Formula: If a Covered Person is Age 60 or older on the Policy Effective Date, his Benefit Amount will be reduced by 50 percent on the fifth anniversary of the Policy Effective Date, and in all other cases, the Benefit Amount will be reduced by 50 percent when the Covered Person reaches Age 65 (collectively a "Benefit Reduction Due to Age").

Dependent Critical Illness Benefit Amount: \$XXXXXXXX

Classification of Covered Dependent:

Spouse (if applicable): 50% of Covered Employee's Benefit Amount
(to a maximum of \$30,000)

Children: \$5,000

Covered Conditions - Category 1:

	Benefit Amount:
• Heart Attack	100%
• Stroke	100%
• Major Organ Transplant of the Heart or Combination Transplant Including Heart	100%
• Coronary Bypass Surgery	25%
• Angioplasty	10%

Covered Conditions - Category 2:

• Invasive Cancer (Diagnosis more than 30 days after effective date of coverage)	100%
• Invasive Cancer (Diagnosis during the first 30 days of in force coverage)	10%
• Cancer In Situ (Diagnosis more than 30 days after effective date of coverage)	25%
• Cancer In Situ (Diagnosis during the first 30 days of in force coverage)	2.5%

Covered Conditions - Category 3:

• Major Organ Transplant - not covered in Category 1	100%
• End-Stage Renal Failure	100%
• Advanced Alzheimer's Disease	100%
• Blindness	100%
• Deafness	100%
• Paralysis	100%
• Severe Burns (Not covered for dependent children)	100%
• Accidental Loss of Speech	100%
• Motor Neuron Disease, including ALS, Lou Gehrig's Disease	100%
• Coma	100%

The Critical Illness Benefit will be paid only if a covered condition first occurs and is diagnosed after the effective date of coverage, except for the covered condition Diagnosis of Invasive and In Situ Cancer, as stated in the Policy Schedule above and this Policy below.]

SECTION 2 DEFINITIONS

1.01 “Accident” means sudden, unexpected and unintended injury which is independent of any Sickness and which takes place while the Covered Person’s coverage is in force.

1.02 “Active Service” means that you are:

- (a) doing in the usual manner all of the regular duties of your employment on a scheduled work day; and
- (b) these duties are being done at one of the places of business where you normally do such duties or at some location to which your employment sends you.

You are said to be on Active Service on a day which is not a scheduled work day only if you would be able to perform in the usual manner all of the regular duties of your employment if it were a scheduled work day and you were actively at work on the last preceding regular work day.

1.03 “Age” means the attained age as of the last birthday.

1.04 “Benefit Payment” means the percentage of the current benefit amount applicable for that condition if the claim is payable.

1.05 “Calendar year” means the period from January 1 through December 31 of the same year.

1.06 “Certificate” means the individual certificate issued to you. It describes the coverage under the Policy.

1.07 “Company” means Companion Life Insurance Company, located in Columbia, South Carolina.

1.08 “Clinical Diagnosis” means a Diagnosis of Invasive Cancer or Cancer In Situ based on the study of symptoms and diagnostic test results. We will accept a Clinical Diagnosis of Cancer only if the following conditions are met:

- a) a Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
- b) there is medical evidence to support the Diagnosis; and
- c) a Physician is treating You for Invasive Cancer and/or Cancer In Situ.

1.09 “Covered Person(s)” means you and Your Dependents insured under the Policy.

SECTION 2 DEFINITIONS

1.10 “Critical Illness” means the First Ever Occurrence, while this Policy is in force, of one of the following covered conditions, as defined below:

- a) Accidental Loss of Speech
- b) Advanced Alzheimer’s Disease
- c) Angioplasty
- d) Blindness
- e) Cancer In Situ
- f) Coma
- g) Coronary Bypass Surgery
- h) Deafness
- i) End-Stage Renal Failure
- j) Heart Attack
- k) Invasive Cancer
- l) Major Organ Transplant
- m) Motor Neuron Disease
- n) Paralysis
- o) Severe Burns
- p) Stroke

a) “Accidental Loss of Speech” means the Diagnosis, by a Physician board-certified as medically appropriate for this condition, of the total, permanent and irreversible loss of your ability to speak as a result of an accidental injury.

b) “Advanced Alzheimer's Disease” means the Diagnosis, by a Physician board-certified as a Neurologist, of Advanced Alzheimer's Disease. You must exhibit loss of intellectual capacity involving impairment of memory and judgment as measured by clinical evidence and standardized testing. It must result in significant reduction in mental and social functioning such that you require Substantial Assistance in performing at least three of the six Activities of Daily Living (as defined below). No other dementing brain disorders or psychiatric illnesses shall meet the definition of Alzheimer’s Disease, nor will they be considered a covered condition.

1. Activities of Daily Living (ADLs) refer to certain basic daily tasks necessary to maintain a person's health and safety. In this Policy, ADLs refer to the activities described below:

- i. Transfer and mobility -The ability to move into or out of a bed, chair or wheelchair or to move from place to place, either via walking, a wheelchair, cane, crutches, walker or other equipment.
- ii. Continence -The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).

SECTION 2 DEFINITIONS

- iii. Dressing -Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- iv. Toileting -Getting to and from the toilet, transferring on and off the toilet and performing associated personal hygiene.
- v. Eating -Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- vi. Bathing -Washing oneself by sponge bath; or in either a tub or a shower, including the task of getting into or out of the tub or shower.

2. Substantial Assistance means hands-on assistance and stand-by assistance. For the purposes of this Policy “stand-by assistance” will be used to determine that substantial assistance by another person is required by you to perform the ADL.

- i. “Hands-on Assistance” means the physical assistance of another person without which You would be unable to perform the ADL.
 - ii. “Stand-by Assistance” means the presence of another person within your arm’s reach, to prevent, by physical intervention, injury to you while you perform an ADL (such as being ready to catch you if you fall while getting into or out of the bathtub or shower as part of bathing, or being ready to remove food from your throat if you choke while eating).
- c) “Angioplasty” means the actual undergoing of a percutaneous transluminal angioplasty deemed medically necessary to correct a narrowing or blockage of one or more coronary arteries. A Physician board-certified as a Cardiologist must perform the procedure. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.
- d) “Blindness” means the Diagnosis, by a Physician board-certified as an Ophthalmologist, of the permanent and uncorrectable loss of sight in each of your eyes. Your corrected visual acuity must either be worse than 20/200 in both eyes or the field of vision must be less than 20 degrees in both eyes, for a continuous period of at least 30 days.
- e) “Cancer In Situ” means a Diagnosis of cancer wherein the tumor cells still lie within the tissue of origin without having invaded neighboring tissue.
Cancer In Situ includes:
- 1. early prostate cancer diagnosed as T1N0M0 or equivalent staging; and
 - 2. melanoma not invading the dermis.

SECTION 2 DEFINITIONS

Cancer In Situ does NOT include:

1. other skin malignancies;
2. pre-malignant lesions (such as intraepithelial neoplasia); or
3. benign tumors or polyps.

Cancer In Situ must be diagnosed pursuant to a Pathological or Clinical Diagnosis as explained in the Definition section.

- f) “Coma” means the diagnosis, by a Physician board-certified as a Neurologist, that you are in a state of unconsciousness from which you cannot be aroused, in which external stimulation will produce no more than primitive avoidance reflexes, and that this state has persisted continuously for at least 96 hours.
- g) “Coronary Bypass Surgery” means the actual undergoing of coronary artery bypass surgery using either a saphenous vein or internal mammary artery graft for the treatment of coronary heart disease deemed medically necessary to correct a narrowing or blockage of one or more coronary arteries. The procedure must be performed by a Physician board-certified as a Cardiologist. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.
- h) “Deafness” means the Diagnosis, by a Physician board-certified as an Otolaryngologist, of the permanent loss of hearing in both ears with an auditory threshold of more than 90 decibels in each ear, for a continuous period of at least 30 days.
- i) “End-Stage Renal Failure” means the chronic and irreversible failure of both of your kidneys which requires you to undergo periodic and ongoing dialysis. The Diagnosis must be made by a Physician board-certified in Nephrology.
- j) “Heart Attack” means an Acute Myocardial Infarction resulting in the death of a portion of the heart muscle (myocardium) due to a blockage of one or more coronary arteries and resulting in the loss of the normal function of the heart. The Diagnosis must be made by a Physician board-certified as a Cardiologist and based on both:

- 1) new clinical presentation and electrocardiographic changes consistent with an evolving heart attack; and
- 2) serial measurement of cardiac biomarkers showing a pattern and to a level consistent with a Diagnosis of Heart Attack.

Established (old) Myocardial Infarction is excluded.

- k) “Invasive Cancer” A malignant neoplasm, which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue, and which is not specifically hereafter excluded. Leukemias and lymphomas are included. The following are not considered Invasive Cancer:

SECTION 2 DEFINITIONS

1. pre-malignant lesions (such as intraepithelial neoplasia); or
2. benign tumors or polyps; or
3. early prostate cancer diagnosed as T1N0M0 or equivalent staging; or
4. Cancer in Situ; or
5. any skin cancer (other than invasive malignant melanoma in the dermis or deeper or skin malignancies that have become metastatic).

Invasive Cancer must be diagnosed pursuant to a Pathological or Clinical Diagnosis as explained in the Other Definition section.

l) “Major Organ Transplant” means the clinical evidence of major organ(s) failure which requires the malfunctioning organ(s) or tissue of yours to be replaced with an organ(s) or tissue from a suitable human donor (excluding you) under generally accepted medical procedures. The organs and tissues covered by this definition are limited to: liver, kidney, lung, entire heart, small intestine, pancreas, or bone marrow. In order for the Major Organ Transplant to be covered under this Policy, You must be registered by the United Network of Organ Sharing (UNOS).

m) “Motor Neuron Disease” means the unequivocal diagnosis, by a Physician board-certified as a Neurologist, of one of the following motor neuron diseases: amyotrophic lateral sclerosis (A.L.S. or Lou Gehrig's Disease), primary lateral sclerosis, progressive spinal muscular atrophy, progressive bulbar palsy, or pseudo bulbar palsy. Coverage is limited to these conditions and all other variations of motor neuron disease are excluded.

n) “Paralysis” means the complete and permanent loss of use of two or more limbs through neurological injury for a continuous period of at least 180 days, confirmed by a Physician board-certified as a Neurologist.

o) “Severe Burns” means the Diagnosis, by a Physician board-certified as a Plastic Surgeon, that You have sustained third degree burns covering at least 20% of the surface area of Your body.

p) “Stroke” means any acute cerebrovascular accident producing neurological impairment and resulting in paralysis or other measurable objective neurological deficit persisting for at least 96 hours and expected to be permanent. Cerebral symptoms due to migraine, cerebral injury due to trauma or hypoxia, vascular disease affecting the eye or optic nerve, ischemic disorders of the vestibular system, and transient ischemic attack (mini-stroke) are excluded. The Diagnosis must be made by a Physician board-certified as a Neurologist.

1.11 “Date of Diagnosis” means the date the Diagnosis is established by a Physician, who is a board certified specialist where required under this Policy, through the use of clinical and/or laboratory findings as supported by Your medical records. For a procedure, it is the date that you undergo the procedure.

SECTION 2 DEFINITIONS

1.12 “Dependent” means your:

- (a) married spouse who lives with You under age 70; or
- (b) unmarried child (natural, step or adopted) who is not eligible for medical coverage as an Insured under the Policy or any other group policy and who:
 - (1) is less than 21 years old and is dependent on You; or
 - (2) is less than 23 and going to an accredited school full time. Such child must be dependent on You for principal support and maintenance; or
 - (3) becomes incapable of self-support because of mental retardation or physical handicap while insured under the Policy and prior to reaching the limiting age for dependent children. The child must be dependent on you for support and maintenance. At the request and expense of the Company, proof of the incapacity must be furnished to the Company by the Policyholder. Coverage will continue for as long as your insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age 23; or
 - (4) is not living with you, but you are legally required to support such child, and the child would otherwise qualify under (1), (2) or (3) above.

The term Dependent does not include:

- (a) a grandchild of yours (except where required by law); or
- (b) a child who engages for compensation, profit or gain in any employment or business for 30 or more hours per week, unless such child is a full-time student as described in (b)(2) above.

1.13 “Diagnosis” means the definitive establishment of the Critical Illness through the use of clinical and/or laboratory findings. The Diagnosis must be made by a Physician who is a board certified specialist where required under this Policy.

1.14 “Effective Date” means the date coverage takes effect under the Policy. The Effective Date of your coverage will be the first day after the Normal Pay Date for which the first payroll deduction is taken for this coverage. The “Effective Date” will start at 12:01 a.m. at the main place of business of the Policyholder.

1.15 “Enrollment Form” means the written form(s) provided by us that the employee uses to apply for this Policy, including any amendments and supplemental application(s) thereto, and any application(s) for a Policy change or reinstatement.

1.16 “First Occur(s)/First-Ever Diagnosis or Procedure” means this Occurrence, Diagnosis or Procedure is the first time ever in Your lifetime that you have experienced such covered condition, been diagnosed with that specific condition included as a covered condition, or undergone that specific Procedure included as a covered condition.

1.17 “Immediate Family” means the parents, spouse, children, or siblings of a Covered Person, or any person residing with a Covered Person.

SECTION 2 DEFINITIONS

1.18 “Initial Benefit Amount” means the amount of Critical Illness Insurance coverage requested by you, which the Company subsequently approves for you.

1.19 “Insured” means any person who is eligible for insurance under Section 2 and is insured under the Policy by virtue of employment by a Policyholder.

1.20 “Maximum Benefit Amount” means the eligible total of Benefit Payments for all covered conditions as stated in the Policy, including all components of the Multiple Payment Benefit provision.

1.21 “Normal Pay Date” means the day of the week that your employer normally issues payroll. This date will remain the same regardless of a change in the payday which may occur due to holidays.

1.22 “Occur(s)/Occurrence(s)” means an event or incident that: (1) occurs after the date coverage on you become effective under this Policy; (2) occurs while the Policy is in force; and (3) is not precluded by any specific description or exclusion stated in this Policy.

1.23 “Pathological Diagnosis” means Diagnosis of Invasive Cancer or Cancer In Situ based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of Diagnosis must be done by a Physician who is a board certified pathologist and whose Diagnosis of malignancy conforms to the standards set by the American College of Pathology.

1.24 “Physician” means a person other than you or the owner; a family member of yours or the owner; a member of the same household; or a business partner or associate of yours, owner or family member; who is duly licensed and practicing medicine in the United States, and who is legally qualified to diagnose and treat sickness and injuries. The Physician must be providing services within the scope of his or her license issued by the jurisdiction in which such person’s services are rendered. Such jurisdiction must be within the United States of America. The Physician must be a board certified specialist where required under this Policy.

1.25 “Policy” means the written statement of this contract effecting Critical Illness Insurance, including all clauses, riders, endorsements, applications, or other attached papers. This insurance Policy is a binding contract, issued by the Company to the Employer, which promises to pay a Benefit Amount to Covered Persons according to certain defined terms and conditions.

1.26 “Policy Effective Date” means the date that this Policy takes effect. The Policy Effective Date is shown in the Policy Schedule.

1.27 “Policyholder” means an employer who has elected in writing to participate in the coverage under the Policy.

SECTION 2 DEFINITIONS

1.28 “Proof” means written evidence satisfactory to the Company that a claimant has satisfied the conditions and requirements for a benefit described in this Policy. Proof must include all of the information required under the terms of this Policy and be timely submitted as described in this Policy. When a claim is made for a benefit described in this Policy, Proof must establish:

- a) the nature and extent of the covered condition;
- b) the Company’s obligation to pay the claim; and
- c) the claimant’s right to receive payment.

Except as provided in the “Physical Examinations, Autopsy” claim provision of this Policy, Proof must be provided at the claimant's expense.

1.29 “Reduced Benefit Period” If the covered condition of Invasive or In Situ Cancer is diagnosed, the Reduced Benefit Period shall be 30 days, beginning on the Policy Effective Date of this Policy. If such covered condition Occurs and is diagnosed during the first 30 days of coverage after the Effective Date, there shall be a Benefit Payment of 10% for Invasive Cancer or 2.5% for Cancer In Situ, and the Category B benefits will terminate.

1.30 “Schedule of Benefits (or Schedule)” means the benefit schedule set forth in the Policy or Certificate.

SECTION 3
ELIGIBILITY AND EFFECTIVE DATE

2.01 All persons who:

- (a) are on Active Service as employees of a Policyholder; and
 - (b) qualify as eligible Insureds as defined in the master application; and
 - (c) meet the definition of eligible employee as stated in the Schedule,
- are eligible to be insured under the Policy. Evidence of insurability acceptable to the Company may be required.

2.02 The insurance on eligible employees will take effect on the Effective Date of the Policyholder if:

- (a) an application is completed on or before said Effective Date;
- (b) the underwriting rules of the Company are met;
- (c) such person is on Active Service; and
- (d) the first premium is paid and received by the Company.

After the Effective Date of the Policyholder, the insurance of eligible employees will take effect on the first day after the Normal Pay Date for which the first payroll deduction is taken for this coverage, subject to (a), (b), (c) and (d) above and the rules stated in the master application.

2.03 If and where Dependent coverage is available under the Policy, each Dependent will be eligible for such coverage on the latest of the following dates:

- (a) the day you become eligible for insurance; or
- (b) the day you acquire your first Dependent.

With respect to Critical Illness coverages, if both husband and wife are eligible for coverage under the Policy and have no Dependent children, the husband and wife may only elect individual coverage. If both husband and wife are eligible for coverage under the Policy and they have Dependent child(ren), either spouse, but not both, may elect Dependent coverage.

2.04 Dependent coverage may be elected by:

- (a) Completing and signing an application within 31 days of the date the Dependent becomes eligible; and
- (b) By completing any required form of payroll deduction.

SECTION 3
ELIGIBILITY AND EFFECTIVE DATE

2.05 The Effective Date of coverage for each eligible Dependent will be the first day after the Normal Pay Date for which the first payroll deduction is taken for this coverage, following:

- (a) the Company's acceptance of the application; and
- (b) receipt of the first premium by the Company.

However, if on such date the coverage for the eligible employee has not yet taken effect, the Effective Date for Dependent coverage will be the same as the Effective Date for such employee.

If it is the first child or if dependent coverage was elected, a newborn child will become insured under this Policy automatically from the moment of birth as long as Your coverage was in force on that date. The newborn child's coverage will not continue past the 31-day period following birth unless:

- (a) the Company is notified by the end of that 31-day period of the addition of such newborn child; and
- (b) any applicable additional premium is paid.

An adopted child who has not attained 18 years of age, will become insured under this Policy automatically as of the date of adoption or placement for adoption. Placement for adoption means the assumption and retention by a person of legal obligation for total or partial support of a child in anticipation of the child's adoption. Coverage for an adopted child will not continue past the 31-day period following birth unless:

- (a) the Company is notified by the end of the 31-day period of the addition of such adopted child; and
- (b) any applicable additional premium is paid.

In all other instances if a Dependent is totally disabled on the date coverage (with respect to that particular Dependent) would otherwise take effect, the coverage of the Dependent will be deferred until the first of the month following the Dependent's cessation of total disability.

2.06 If a Covered Person is not actively at work when his or her coverage would otherwise take effect, coverage will take effect on the earlier of the following dates:

- (a) with respect to coverage for conditions other than the disabling condition:
 - (1) the day following the expiration of any continuation of coverage provided under the plan this plan replaces; or
 - (2) the day coverage would otherwise take effect if the plan this plan replaces does not provide for continuation of coverage.

**SECTION 4
BENEFITS**

CRITICAL ILLNESS INSURANCE BENEFIT

3.01 The Company will, subject to the terms and conditions of this Policy, pay the Benefit Amount of this Policy shown in the Policy Schedule upon the Diagnosis by a Physician that you have a covered condition under this Policy, if such covered condition First Occurred while this Policy was in force.

3.02 The covered conditions listed in the Policy Schedule are the only conditions, diseases or surgeries for which you may receive benefits under the Policy. If a covered condition First Occurs while you are insured under the Policy, and we receive the required Proof of the covered condition, the current benefit amount will be paid, depending on the type of covered condition.

3.03 The Benefit Payment(s) will be paid in a lump-sum to you. Benefits will not exceed the Maximum Benefit Amount. The Policy will terminate upon payment of the Maximum Benefit Amount.

Category 1

Heart Attack

Stroke

Major Organ Transplant of the Heart or Combination Transplant Including Heart

Coronary Bypass Surgery

Angioplasty

Category 2

Invasive Cancer

Cancer In Situ

Category 3

Major Organ Transplant
(not covered in category 1)

End Stage Renal Failure

Advanced Alzheimer's Disease

Blindness

Deafness

Paralysis

Severe Burns (not covered for dependent children)

Accidental Loss of Speech

Motor Neuron Disease, including ALS, Lou Gehrig's Disease

Coma

SECTION 4 BENEFITS

MULTIPLE PAYMENT BENEFIT

3.04 The Multiple Payment Benefit is a feature of the Policy, which allows for multiple payments from the three categories of covered conditions listed above. The payment of benefits under each category shall not exceed 100% of the Initial Benefit Amount for each category. You can receive a Benefit Payment on a second or third covered condition if that covered condition meets the terms and conditions of the Policy. The total of Benefit Payments can be up to three times the Initial Benefit Amount. After the Initial Benefit Payment under the Policy, you can choose to continue paying Premiums and possibly receive additional Benefit Payments.

How this Benefit is Calculated:

a) Before Age 65 (or within 5 years after issue, if you are Age 60 or older on Policy Effective Date):

1. The benefit available in a category equals the Initial Benefit Amount less the sum of any payments made to date for covered conditions in that category.
2. The Benefit Payment for a covered condition equals the appropriate percentage of the Initial Benefit Amount for that covered condition but no greater than the benefit remaining for that category.

b) On or After Age 65 (or 5 years after issue, if you are Age 60 or older on Policy Effective Date):

1. The current benefit amount for a category equals 50% of the benefit remaining in that category on the day prior to the Policy anniversary.
2. The benefit available in a category equals the current benefit amount less the sum of any payments made since the Age 65 reduction for covered conditions in that category.
3. The Benefit Payment for a covered condition equals the appropriate percentage of the current benefit amount for that covered condition, but no greater than the benefit remaining for that category.

SECTION 5
EXCEPTIONS AND LIMITATIONS

4.01 Unless Your covered condition First Occurs or is diagnosed during the coverage period of the Policy, no Benefit Amount will be payable.

- a) The payment of all benefits under the Policy shall not exceed three (3) times the Initial Benefit Amount stated in the Policy schedule.
- b) The payment of benefits under each category shall not exceed 100% of the Initial Benefit Amount for each category.
- c) There shall be only one Benefit Payment for each covered condition.
- d) There shall be only one Benefit Payment per 180-day period across the three categories. However, the 180-day period does not apply to Benefit Payments within the same category.
- e) If a First-Ever Diagnosis Occurs within the 180-day period after a Benefit Payment, hence not an eligible claim, a subsequent Occurrence and Diagnosis of that covered condition will be considered a “First-Ever Diagnosis” under the Policy.
- f) If more than one covered condition is diagnosed at the same time, the Benefit Payment shall be based on the larger Benefit Amount of those diagnosed. If the Benefit Amounts are the same, there shall be only one Benefit Payment per 180-day period.

4.02 The Company will NOT pay the Benefit Amount for a covered condition if such covered condition is caused by, results from, or occurs during:

- a) intentionally causing self-inflicted injuries;
- b) suicide, or any attempt at suicide, while sane or insane;
- c) serving in the armed forces or any auxiliary unit of the armed forces;
- d) participation in the commission or attempted commission of a felony;
- e) participation in a riot or insurrection;
- f) alcoholism or drug addiction; or
- g) being intoxicated or under the influence of alcohol, drugs, or any narcotic (including overdose) unless administered on the advice of a physician and taken according to the physician’s instructions. The term “intoxicated” refers to that condition as defined by law and decisions of the jurisdiction in which the accident, cause of loss, or loss occurred.

SECTION 5
EXCEPTIONS AND LIMITATIONS

- 4.03 The Company will NOT pay the Benefit Amount for a covered condition if:
- a) Such covered condition is not covered under this Policy;
 - b) Such covered condition First Occurred while this Policy was not in force;
 - c) Such covered condition was diagnosed by a person who is not a Physician;
 - d) Such covered condition was diagnosed outside the U.S., unless the Diagnosis is confirmed in the U.S.;
 - e) Such covered condition or surgical procedure was performed outside the U.S., unless on a U.S. military base or facility; or within another U.S. military or government building or facility; or
 - f) Your date of birth, Age or sex was misstated on the Application and at the correct date of birth, Age or sex the Policy would not have become effective or would have terminated.
- 4.04 Any Benefit Amount payment under this Policy is subject to the adjustments provided in the Policy provisions; including, but not limited to, the Time Limit for Certain Defenses, Misstatement of Age or Sex, Binding Arbitration and Grace Period provisions.
- 4.05 If you are Age 60 or older on the Policy Effective Date, the Initial Benefit Amount will be reduced by 50 percent on the fifth anniversary of the Policy Effective Date. In all other cases, the Benefit Amount will be reduced by 50 percent when you reach Age 65. After this reduction occurs, the current benefit amount for a category is 50 percent of the benefit remaining in that category on the day prior to the reduction.

SECTION 6
TERMINATION OF INSURANCE

- 5.01 The insurance on you will cease on the earliest of:
- (a) the last day of the payroll deduction period during which you cease to be a member of a class eligible for coverage as shown in the Schedule;
 - (b) the end of the last period for which premium payment has been made to the Company;
 - (c) the date the Policy terminates;
 - (d) the last day of the payroll deduction period during which you are retired or pensioned;
 - (e) with respect to you working for employers with less than 20 employees on a typical work day in the preceding Calendar Year, the last day of the payroll deduction period during which you attain age 70; or
 - (f) the last day of the payroll deduction period during which you terminate employment.
 - (g) the date on which the maximum benefit has been paid in all three categories.
- 5.02 The insurance on a Dependent will cease on the earliest of:
- (a) the date Your coverage terminates;
 - (b) the end of the last period for which premium payment has been made to the Company;
 - (c) the date the Dependent no longer meets the definition of Dependent, as defined in the Policy; or
 - (d) the date the Policy is modified so as to exclude Dependent coverage.
 - (e) the date on which the maximum benefit has been paid in all three categories.
- 5.03 The Company shall have the right to terminate the coverage of any Covered Person who submits a fraudulent claim under the Policy.
- 5.04 The Policy, and the coverage of a Policyholder under the Policy, may be terminated as described below.

A Policyholder may terminate coverage under the Policy by giving written notice to the Company. Termination will be effective on the latter of:

- (a) the date we receive the notice; or
- (b) the requested termination date.

After the first anniversary date of the Policy, the Company may terminate any or all of the insurance under the Policy, as of any premium due date, by giving written notice to the Policyholder at least 60 days prior to the termination date.

SECTION 7 CLAIM PROVISIONS

7.01 Notice of Claim: Written notice of claim must be given within 60 days after the covered condition is First Diagnosed or as soon as reasonably possible, but in no case later than one year after the covered condition is First Diagnosed. The notice must be given to the Company at Our Home Office.

The Notice of Claim should include your name, the Policy number, the covered condition, if any, and an address to which the claim form should be sent. Subject to Section 8.02, no claim for loss incurred that starts two years from the date coverage begins will be reduced or denied unless excluded by name or specific description before the date of loss.

7.02 Claim Forms: Claim forms should be used for filing proof of loss. They will be sent to the claimant within 15 days of receipt of notice of claim. If claim forms are not supplied within 15 days, a claimant can give proof as follows:

- (a) in writing;
- (b) setting forth the nature and extent of the loss; and
- (c) within the time stated in the Proof of Loss provision.

(If You reside in Georgia, the reference to 15 days is changed to 10 working days.)

7.03 Proof of Claim: Written Proof of claim, satisfactory to the Company, must be given to us within 90 days after the Occurrence of any covered condition under this Policy. Such Proof of claim must include the Physician's Diagnosis, including documentation supported by clinical, radiological, histological and laboratory evidence. If it was not reasonably possible to give written Proof in the time required, we will not reduce or deny the claim for this reason if the Proof is filed as soon as reasonably possible. Unless the owner was legally incapable, this Proof must be given within one year from the date the covered condition Occurred.

7.04 Time of Payment of Claim: After the Company receives written Proof of Claim satisfactory to us, and subject to the terms and conditions of this Policy, we will pay the current benefit amount then due under this Policy.

7.05 Payment of Claim: The Benefit Payment will be paid in a lump-sum to you. Any Benefit Payment unpaid at your death will be paid to Your Estate.

7.06 Physical Examinations and Autopsy: The Company has the right to have a Covered Person examined by a Physician of its choice as often as reasonably necessary while a claim is pending. The Company will pay for such examination. In case of death, the Company may request an autopsy where it is not forbidden by law.

SECTION 8
GENERAL PROVISIONS

8.01 Entire Contract – Changes: The entire contract shall include:

- (a) the Policy;
- (b) the application of the Policyholder;
- (c) your enrollment form, if any, attached to the Certificate; and
- (d) all endorsements and amendments.

Statements made by the Policyholder or you are representations and not warranties, if fraud was not intended. (The words “if fraud was not intended” do not apply in Georgia or North Carolina.) No such statements will be used to avoid the insurance, reduce benefits, or defend a claim under the Policy unless:

- (a) the statement is in writing; and
- (b) a copy of that statement is given to you or your beneficiary.

The terms of the Policy can be changed only by endorsement or amendment signed by the President or Secretary of the Company. No agent may change the Policy or waive its provisions.

8.02 Time Limit on Certain Defenses: The validity of the Policy cannot be contested after two years from its date of issue, except for nonpayment of premiums. After coverage for a Covered Person has been in force for two years, the Company cannot:

- (a) void the coverage; or
- (b) deny a claim for loss that starts after the two-year period, because of statements in the application unless they were fraudulent misstatements.

Nothing herein should be construed to prevent the Company from denying any claim on the basis that an individual was not eligible for coverage.

8.03 Grace Period: A grace period of 31 days will be allowed for each premium payment after the first premium. Coverage will stay in force during this time. The coverage under the Policy will terminate at the end of the grace period if the premium has not been paid. The must still pay all unpaid premium due for the grace period.

The Policyholder may, by writing to the Company, cancel the coverage under the Policy:

- (a) on any future premium due date; or
- (b) on any date during the grace period.

If coverage is cancelled on a premium due date, the grace period will not apply. If cancellation is during the grace period, the Policyholder will be liable for any unpaid premium including the pro rata premium for that part of the grace period coverage was in force.

SECTION 8 GENERAL PROVISIONS

8.04 Legal Actions: No legal action may be brought to recover under the Policy:

- (a) within 60 days after written proof of loss has been furnished as required; or
- (b) more than three years (five years in Kansas, six years in South Carolina and the applicable statute of limitations in Florida) from the time written proof of loss is required to be furnished.

8.05 Conformity with State Statutes: A provision of the Policy that, on the Effective Date, conflicts with a law of the state of issue is hereby changed to meet the minimum standards of that law as of the Effective Date.

8.06 Misstatement of Age or Sex: If the date of birth, Age or sex of any Covered Person has been misstated, the Initial Benefit Amount of this Policy will be of an amount that the Premium paid would have purchased at the correct date of birth, Age or sex.

8.07 New Insureds: To the group or class originally insured, there will be added from time to time all persons eligible and applying for insurance in such group or class.

8.08 Certificates: The Company will supply individual Certificates for you. This Certificate will describe:

- (a) the insurance benefits;
- (b) to whom benefits will be paid;
- (c) any limitations of the Policy; and
- (d) all other essential features of the Policy.

If more than one Certificate is issued under the Policy to you, only the last one issued will be in effect.

8.09 ERISA: If this Policy is an integral part of an employee welfare benefit plan subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, Companion Life is a claim fiduciary. As claim fiduciary, Companion Life shall have the discretionary authority to determine eligibility for benefits and to construe the terms of that part of the ERISA plan represented by this Contract. Any judicial review of a decision of Companion Life shall be conducted under the arbitrary and capricious standard of review with deference given to the claim fiduciary's decision.

8.10 Allocation of Authority: Except for those functions which the Policy specifically reserves to the Policyholder, Companion Life has full and exclusive authority to control and manage this Policy, to administer claims and to interpret this Policy and resolve all questions arising in the administration, interpretation and application of this Policy.

SECTION 8
GENERAL PROVISIONS

- 8.11 Companion Life's authority includes, but is not limited to:
- (a) The right to resolve all matters when a review has been requested;
 - (b) The right to establish and enforce rules and procedures for the administration of the group policy and any claim under it; and
 - (c) The right to determine:
 - (1) eligibility for insurance;
 - (2) entitlement to benefits;
 - (3) the amount of benefits payable; and
 - (4) the sufficiency and the amount of information Companion Life may reasonably require to determine A, B, or C above.

Subject to the review procedures of the group policy, any decision Companion Life makes in the exercise of this authority is conclusive.



APPLICATION FOR PARTICIPATION IN THE PLAN OF INSURANCE TO BE UNDERWRITTEN BY
COMPANION LIFE INSURANCE COMPANY

SECTION I – Specifications for Group Insurance

1. LEGAL NAME OF APPLICANT FIRM

ABC Group

Street Address 123 Main Street

Mailing Address P.O. Box 123

City, State, Zip Any City, USA 00000

Telephone Number (123) 456-7890 Fax Number (111) 123-4567

Subsidiary and/or Branch Locations None

Nature of Business Manufacturing Sic Code 000

2. List any associated firm(s) whose employees will be included, complete address, nature of business and nature of affiliation; otherwise indicate NONE:

None

3. Is there any class of employees to be excluded? (circle) YES **NO**
Explain _____

4. Total Number of Employees (Also include those NOT applying for this Plan):

(An Eligible Employee works at least [18 hours per week].)		<u>50</u>
Subtract:	Employees not Eligible (works less than [30 hours])	Less - <u>10</u>
	Employees (class to be excluded)	Less - _____
	Employees in Probationary Period	Less - <u>5</u>
	Other (explain) _____	Less - _____
Total Number of Eligible Employees		Equals = <u>35</u>

5. Employer Contribution: 100 % Employee _____ % Dependent

20% OF ELIGIBLE EMPLOYEES MUST BE COVERED WITH A MINIMUM OF 25 ENROLLED IN THE PLAN, UNLESS THE EMPLOYER CONTRIBUTES A MINIMUM OF 25% TOWARDS THE COST.

[6. Probationary Period – The effective date for new employees shall be the first of the month following:

- One Month
- Two Months
- Three Months
- Other _____]

SECTION II – Critical Illness Benefit

[Employee Critical Illness Amount \$10,000
Spouse Critical Illness Amount _____
Children Critical Illness Amount _____

Reduction Formula: If a Covered Person is Age 60 or older on the Policy Effective Date, his Benefit Amount will be reduced by 50 percent on the fifth anniversary of the Policy Effective Date, and in all other cases, the Benefit Amount will be reduced by 50 percent when the Covered Person reaches Age 65.)

Covered Conditions – Category 1:	<u>Benefit Amount:</u>
• Heart Attack	100%
• Stroke	100%
• Major Organ Transplant of the Heart or combination transplant including Heart	100%
• Coronary Bypass Surgery	25%
• Angioplasty	10%

Covered Conditions – Category 2:	
• Invasive Cancer (Diagnosis more than 30 days after effective date of coverage)	100%
• Invasive Cancer (Diagnosis during the first 30 days of in force coverage)	10%
• Cancer in Situ (Diagnosis more than 30 days after effective date of coverage)	25%
• Cancer in Situ (Diagnosis during the first 30 days of in force coverage)	2.5%

Covered Conditions – Category 3:	
• Major Organ Transplant – not covered in Category 1	100%
• End-Stage Renal Failure	100%
• Advanced Alzheimer’s Disease	100%
• Blindness	100%
• Deafness	100%
• Paralysis	100%
• Severe Burns (Not covered for dependent children)	100%
• Loss of Speech	100%
• Motor Neuron Disease, including ALS, Lou Gehrig’s Disease	100%
• Coma	100%]

SECTION III – Employer’s Statement

1. Requested Effective Date 5/1/2008 (First of the Month Only)
2. First Month’s Premium Deposit of \$ 1234

DO NOT CANCEL OTHER COVERAGE UNTIL NOTIFIED IN WRITING BY THE INSURANCE COMPANY OF ACCEPTANCE OF THIS APPLICATION

The undersigned certifies that all answers contained herein are true and complete. The Applicant Firm further understands that the Insurer may institute such inspection reports with regard to questions answered herein. The Applicant Firm also understand the Insurance Company may decline acceptance of the Application or where permitted by law, any person for whom coverage is requested. The Applicant Firm also understands that no coverage will become effective under this plan of insurance until written approval is received from the Insurance Company. The Applicant Firm also understands that either the Insurance Company or the Trustee may terminate the policy(ies) or any class of participating employers by giving advance written notice as required in the policy; that the Insurance Company and the Trustee may agree to amend the policy at anytime; and that consent of any employer, employee or other person is not required.

The Applicant Firm has read any Fraud notice (on the last page of this application) applicable to the Firm's situs state.

Dated this 2nd day of April year of 2008

David Jones President
Signature and Title of Applicant Firm Officer

SECTION IV – Agent's Statement

Witnessed by Agent: I, the undersigned, duly licensed insurance agent, hereby witness said Applicant Firm Signature. I certify that the information contained herein is correct to the best of my knowledge and state that I have reviewed the Employee enrollment forms and that I know nothing unfavorable about this risk or any individual proposed for insurance. I have advised my client not to terminate any existing coverage until receiving notice that the coverage being applied for by this application is approved in writing. I understand that I have no right to bind this coverage, to alter the terms of the insurance contract in any manner, or to adjust any claim for benefits under the insurance contract.

- I am currently licensed as a Life and Accident & Health Agency in my Resident State.
- I am currently appointed to represent Companion Life Insurance Company

Ina Agent _____ Date 4/2/2008
Signature of Agent
1 Any Street _____
Address Any City, USA 00000 _____
City/State/Zip, Telephone # (123) 123-4567

Telephone # Fax # E-Mail Address

FRAUD WARNING NOTICES: (If the Applicant firm is located in a state where one of the fraud warning notices apply, please review the notice that applies to your state.)

[Arkansas/Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Colorado	It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a certificate holder or claimant for the purpose of defrauding or attempting to defraud the policy or certificate holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department regulatory agencies.
DC	It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kentucky/Ohio	I understand that any person who, with intent to defraud, or knowing that he or she is facilitating a fraud against an insurer, submits an application containing a false or deceptive statement is guilty of insurance fraud.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefit.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
New Mexico/ Pennsylvania	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
Tennessee	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.]



COMPANION LIFE INSURANCE COMPANY
INDIVIDUAL APPLICATION FOR CRITICAL ILLNESS INSURANCE

DO NOT LEAVE ANY BLANKS

- New Enrollment
- Change of Family Status

Employer Name ABC Group

EMPLOYEE INFORMATION

Employee Name John Doe Social Security Number 987-65-4321

Home Address 4 South Street Any City, USA 00000 (123) 222-3344
Street City, State Zip Home Telephone

Sex Male Female
Height 5'10" Weight 190 Date of Birth 01/01/0000
MM/DD/YYYY

Date of Hire 04/02/2008 Number of Hours Worked Per Week 40

Marital Status Single Married Divorced

DEPENDENT INFORMATION

Dependent Name	Date of Birth	Relationship	Full-Time Student (Yes/No)	Social Security No.	Height	Weight

PLAN INFORMATION

Check the plan for which you are applying:

- [PLAN I - 100% Employer Paid – Guaranteed Issue for \$10,000 (Employee Only)]
- PLAN II - Employer/Employee Paid – Guarantee Issue for _____ \$5,000 or _____ \$10,000 (Employee Only)
- PLAN III - Group Policy – Employee Paid – Underwriting Required (Not Available in All States)
(Please answer Questions 1-2 for up to \$10,000 of coverage or Questions 1-5 if applying for more than \$10,000 of coverage in the Health Information Section of this Enrollment Form.)]

AMOUNT OF INSURANCE

[Plan I – Guaranteed Issue \$10,000 (Employee Only)

Additional Amount Requested: Employee 0
 Spouse _____
 Dependent _____

Plan II – Guaranteed Issue _____ \$5,000 _____ \$10,000 (Employee Only)

Additional Amount Requested: Employee _____
 Spouse _____
 Dependent _____

Plan III – Amount of Insurance Requested: Employee _____
 Spouse _____
 Dependent _____]

HEALTH INFORMATION

Check *yes* or *no* for each of these questions and give details for any “yes” answers. Attach a separate sheet if more space is required.

For employees up to \$10,000:

- | | Employee | | Spouse | | Child | |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| | Yes | No | Yes | No | Yes | No |
| 1. Have 2 or more family members (natural parents, brothers or sisters) been diagnosed with or died from the same condition: both before age 60 of cancer, heart disease, diabetes, stroke or kidney disease; or both before age 75 of colorectal cancer, Alzheimer’s or Senile Dementia? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has the proposed insured ever been diagnosed or treated for any of the following: Heart Attack, Stroke, Cancer (excluding non-invasive, non-melanoma Skin Cancer), End-Stage Renal Disease, Liver Cirrhosis, Angioplasty, Coronary Artery Bypass, Transient Ischemic Attack, Uncorrectable Blindness, Uncorrectable Deafness, Organ or Bone Marrow Transplant, Alzheimer’s or Senile Dementia, HIV, AIDS, or AIDS-Related Complex (ARC)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

For all Spouses and for employees above \$10,000, also answer the following:

- | | | | | | | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 3. Has the proposed insured ever been diagnosed or treated for any of the following: Multiple Sclerosis, Hepatitis B or C (including Carrier), Diabetes (other than during pregnancy), Alcoholism, Drug or Substance Abuse? | <input type="checkbox"/> |
| 4. In the last five (5) years, has the proposed insured been diagnosed with or treated for any of the following: | | | | | | |
| a. Any Heart Disease (including Angina) except mitral valve prolapse that does not require medication or treatment and innocent heart murmurs. | <input type="checkbox"/> |
| b. Any Lung Disease except asthma that has never required hospitalization and non-chronic bronchitis. | <input type="checkbox"/> |
| c. Any disease of the Nervous System except non-chronic shingles. | <input type="checkbox"/> |

	Employee		Spouse		Child	
	Yes	No	Yes	No	Yes	No
d. Any Liver Disease, Colitis, or Crohn's Disease except irritable bowel disease and mucus colitis.	<input type="checkbox"/>					
e. Any Kidney Disease except non-chronic kidney stones or infections.	<input type="checkbox"/>					
f. Any Eye or Ear Disorder except correctable sight and hearing loss, and non-chronic conjunctivitis.	<input type="checkbox"/>					
g. High Blood Pressure, High Cholesterol, or Hyperlipidemia except if all of the conditions present have been controlled for at least 1 year by using only one medication.	<input type="checkbox"/>					
h. Any Precancerous Lesions/Tumors.	<input type="checkbox"/>					
i. Any Skin Cancer.	<input type="checkbox"/>					
j. Any Sexually Transmitted Disease or Recurrent Human Papillomavirus (HPV).	<input type="checkbox"/>					
k. Inability to perform any of the following activities independently: 1) dressing, 2) bathing, 3) feeding, 4) toileting or continence, 5) transferring in or out of a chair or bed.	<input type="checkbox"/>					
5. In the past two (2) years, has the proposed insured been informed by a member of the medical profession of any abnormal test results or been advised to have any diagnostic tests or procedures which have not yet been completed?	<input type="checkbox"/>					

Please explain in detail any "Yes" answers to questions 1 through 3 above:

EMPLOYEE AUTHORIZATION

- I ELECT TO PARTICIPATE IN THE PLAN AND AUTHORIZE MY EMPLOYER TO MAKE DEDUCTIONS FROM MY PAYCHECK, IF APPLICABLE.
- I HAVE BEEN GIVEN THE OPPORTUNITY TO PARTICIPATE, BUT I ELECT **NOT TO PARTICIPATE** IN THIS PLAN.

The undersigned understands that no benefits will be payable for expenses incurred as a result of a pre-existing condition (as defined in the policy) until coverage has been in effect under this plan for 12 consecutive months, or a shorter period of time, if required by law. I have read any Fraud notice applicable to my state of residence on the reverse side of this application.

John Doe
Employee Signature

4/2/2008
Date

FRAUD WARNING NOTICES: (If the Applicant lives in a state where one of the fraud warning notices apply, please review the notice that applies to your state.)

[Arkansas/Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Colorado	It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a certificate holder or claimant for the purpose of defrauding or attempting to defraud the policy or certificate holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department regulatory agencies.
DC	It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kentucky/Ohio	I understand that any person who, with intent to defraud, or knowing that he or she is facilitating a fraud against an insurer, submits an application containing a false or deceptive statement is guilty of insurance fraud.
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New Mexico/ Pennsylvania	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
Tennessee	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.]

SERFF Tracking Number: CMLX-125594977 State: Arkansas
 Filing Company: Companion Life Insurance Company State Tracking Number: 38606
 Company Tracking Number: GCIAR0003601C01
 TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness
 Limited Benefit
 Product Name: CIEM01GR08
 Project Name/Number: CIEM01GR08/GCIAR0003601C01

Supporting Document Schedules

Satisfied -Name: Certification/Notice **Review Status:** Approved-Closed 04/21/2008
Comments:
Attachment:
 AR - READABILITY CERTIFICATION.PDF

Bypassed -Name: Application **Review Status:** Approved-Closed 04/21/2008
Bypass Reason: Application is being submitted for approval at this time.
Comments:

Satisfied -Name: AR - NAIC TRANSMITTAL DOC,
 AR - NAIC FORM FILING
 ATTACHMENT **Review Status:** Approved-Closed 04/21/2008
Comments:
Attachments:
 AR - NAIC TRANSMITTAL DOC.PDF
 AR - NAIC FORM FILING ATTACHMENT.PDF

Satisfied -Name: Filing Fee Check **Review Status:** Approved-Closed 04/21/2008
Comments:
Attachment:
 Filing Fee Check.PDF

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: Companion Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
CIEGP 4050	40
CIEGC 4060	40.79
CIER APP 9000	48.5
CIEN APP 9000	40.5

Signed: 
Name: Karl Kemmerlin
Title: Vice President and CFO
Date: April 4, 2008

Life, Accident & Health, Annuity, Credit Transmittal Document

1.	Prepared for the State of	Arkansas
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2.	Department Use Only	
	State Tracking ID	

3. Insurer Name & Address	Domicile	Insurer License Type	NAIC Group #	NAIC #	FEIN #	State #
Companion Life Insurance Company 7909 Parklane Rd, Suite 200 Columbia SC 29223-5666	SC	Life, A&H	0661	77828	57-0523959	

4. Contact Name & Address	Telephone #	Fax #	E-mail Address
Vivian F. Frederic, FLMI, HIA, AIE 7909 Parklane Rd Columbia SC 29223-5666	800-753-0404 Ext. 46777	800-836-5433	vivian.frederic@companiongroup.com

5. Requested Filing Mode	<input checked="" type="checkbox"/> Review & Approval <input type="checkbox"/> File & Use <input type="checkbox"/> Informational <input type="checkbox"/> Combination (please explain): _____ <input type="checkbox"/> Other (please explain): _____
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6. Company Tracking Number	GCIAR0003601C01
-----------------------------------	-----------------

7.	<input checked="" type="checkbox"/> New Submission <input type="checkbox"/> Resubmission Previous file # _____
-----------	--

8. Market	<input type="checkbox"/> Individual <input type="checkbox"/> Franchise	
	Group	<input type="checkbox"/> Small <input type="checkbox"/> Large <input checked="" type="checkbox"/> Small and Large <input checked="" type="checkbox"/> Employer <input type="checkbox"/> Association <input type="checkbox"/> Blanket <input type="checkbox"/> Discretionary <input type="checkbox"/> Trust <input type="checkbox"/> Other: _____

9. Type of Insurance	H07G Group Health - Specified Disease - Limited Benefit
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10. Product Coding Matrix Filing Code	H07G.001 Critical Illness
--	---------------------------

11. Submitted Documents	<input checked="" type="checkbox"/> FORMS <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Outline of Coverage <input checked="" type="checkbox"/> Certificate <input checked="" type="checkbox"/> Application/Enrollment <input type="checkbox"/> Rider/Endorsement <input type="checkbox"/> Advertising <input type="checkbox"/> Schedule of Benefits <input type="checkbox"/> Other: _____ <input type="checkbox"/> RATES <input type="checkbox"/> New Rate <input type="checkbox"/> Revised Rate <input type="checkbox"/> FILING OTHER THAN FORM OR RATE: Please explain: _____ SUPPORTING DOCUMENTATION <input type="checkbox"/> Articles of Incorporation <input type="checkbox"/> Third Party Authorization <input type="checkbox"/> Association Bylaws <input type="checkbox"/> Trust Agreement <input type="checkbox"/> Statement of Variability <input checked="" type="checkbox"/> Certifications <input type="checkbox"/> Actuarial Memorandum <input type="checkbox"/> Other: _____
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12.	Filing Submission Date	April 4, 2008
13.	Filing Fee (If required)	Amount <u>\$50.00</u> Check Date <u>04/04/08</u> Retaliatory <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Check Number <u>000395062</u>
14.	Date of Domiciliary Approval	April 3, 2008
15.	Filing Description:	
<p>Companion Life Insurance Company hereby files its Group Critical Illness Insurance Policy. The forms are new and will not replace any forms that have been previously approved in your state. They will be used to market critical illness coverage to employer-employee groups and will be marketed through a network of independent licensed agents.</p> <p>The forms were stamped "Exempt" by our domiciliary state, South Carolina, on April 3, 2008.</p>		

16.	Certification (If required)	
<p>I HEREBY CERTIFY that I have reviewed the applicable filing requirements for this filing, and the filing complies with all applicable statutory and regulatory provisions for the state of <u>Arkansas</u>.</p>		
<p>Print Name <u>Vivian F. Frederic, FLMI, HIA, AIE</u> Title <u>Contracts Compliance Specialist</u></p>		
<p>Signature <u><i>Vivian F. Frederic</i></u> Date <u>April 4, 2008</u></p>		

17.	Form Filing Attachment	
This filing transmittal is part of company tracking number	GCIAR0003601C01	
This filing corresponds to rate filing company tracking number		

	Document Name	Form Number		Replaced Form Number
	Description			Previous State Filing Number
01	Group Critical Illness Insurance Policy Policy which describes the critical illness benefits	CIEGP 4050	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
02	Group Critical Illness Insurance Certificate Certificate which describes the critical illness benefits	CIEGC 4060	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
03	Application for Critical Illness Insurance Policy Application which is completed by the employer	CIER APP 9000	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
04	Critical Illness Insurance Enrollment Form Enrollment Form which is completed by the proposed insured.	CIEN APP 9000	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
11			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	



ARKANSAS INSURANCE DEPARTMENT

CHECK NUMBER 000395062 CHECK AMOUNT 50.00 VENDOR 68441G SOURCE CL1 DATE 04/04/08
 INVOICE PURCHASE
 NUMBER ORDER ACCT COSTING AMOUNT
 SS09410042 8613 50.00 D

405359 24 20908 0 174

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER - SEE BACK FOR DETAILS

Bank of America
Bank of America Customer Connection
Bank of America of Texas, N.A.



32-1
1110

NO. 000395062

-- CASHIER --
For your protection
require two ID's from payee

Companion Life Insurance Company
P. O. Box 100102
Columbia, South Carolina 29223-5666
(803) 735-1251

APRIL 04, 2008

\$*****50.00

VOID SIX MONTHS FROM DATE OF ISSUE

FIFTY AND 00/100

DOLLARS
CL1

PAY
TO THE
ORDER
OF
68441G

ARKANSAS INSURANCE DEPARTMENT

0000395062 111000012 375 001 266 200