

<i>SERFF Tracking Number:</i>	<i>CAIC-126341349</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Continental American Insurance Company</i>	<i>State Tracking Number:</i>	<i>43765</i>
<i>Company Tracking Number:</i>	<i>7384</i>		
<i>TOI:</i>	<i>L04G Group Life - Term</i>	<i>Sub-TOI:</i>	<i>L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium</i>
<i>Product Name:</i>	<i>Term Life 2009</i>		
<i>Project Name/Number:</i>	<i>Arkansas/7384</i>		

## Filing at a Glance

Company: Continental American Insurance Company

Product Name: Term Life 2009

SERFF Tr Num: CAIC-126341349 State: Arkansas

TOI: L04G Group Life - Term

SERFF Status: Closed-Approved-  
Closed State Tr Num: 43765

Sub-TOI: L04G.103 Renewable - Single Life -  
Fixed/Indeterminate Premium

Co Tr Num: 7384

State Status: Approved-Closed

Filing Type: Form

Author:

Reviewer(s): Linda Bird

Date Submitted: 10/13/2009

Disposition Date: 10/14/2009

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Arkansas

Status of Filing in Domicile: Pending

Project Number: 7384

Date Approved in Domicile:

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, Other

Filing Status Changed: 10/14/2009

Explanation for Other Group Market Type:

Unon

State Status Changed: 10/14/2009

Deemer Date:

Created By: Amanda King

Submitted By: Amanda King

Corresponding Filing Tracking Number:

Filing Description:

The above captioned Group Term Life forms are being submitted for your review and approval. This product may be sold with or without the enclosed optional benefit riders.

This product will be sold to employees of an employer on a voluntary group basis. In each case, all employees, employees' spouses and their dependant children will be eligible to purchase their own certificate under the group policy. The policy is fully portable upon the employee leaving the employer group. This product will not be solicited with

SERFF Tracking Number: CAIC-126341349 State: Arkansas  
 Filing Company: Continental American Insurance Company State Tracking Number: 43765  
 Company Tracking Number: 7384  
 TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium  
 Product Name: Term Life 2009  
 Project Name/Number: Arkansas/7384

an illustration. However, an illustration will be included at time of issue.

## Company and Contact

### Filing Contact Information

Amanda King, Compliance Analyst  
 2801 Devine Street  
 Columbia, SC 29205

companycompliance@caicworksite.com  
 888-730-2244 [Phone] 4331 [Ext]  
 803-929-4919 [FAX]

### Filing Company Information

Continental American Insurance Company  
 2801 Devine Street  
 Columbia, SC 29205

CoCode: 71730 State of Domicile: South Carolina  
 Group Code: Company Type: LAH  
 Group Name: Continental Amer Ins State ID Number:  
 Co  
 FEIN Number: 57-0514130

(803) 256-6265 ext. [Phone]

-----

## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Continental American Insurance Company	\$50.00	10/13/2009	31242253

SERFF Tracking Number: CAIC-126341349 State: Arkansas  
 Filing Company: Continental American Insurance Company State Tracking Number: 43765  
 Company Tracking Number: 7384  
 TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium  
 Product Name: Term Life 2009  
 Project Name/Number: Arkansas/7384

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/14/2009	10/14/2009

### 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	Linda Bird	10/14/2009	10/14/2009	Amanda King	10/14/2009	10/14/2009

*SERFF Tracking Number:* CAIC-126341349      *State:* Arkansas  
*Filing Company:* Continental American Insurance Company      *State Tracking Number:* 43765  
*Company Tracking Number:* 7384  
*TOI:* L04G Group Life - Term      *Sub-TOI:* L04G.103 Renewable - Single Life -  
Fixed/Indeterminate Premium  
  
*Product Name:* Term Life 2009  
*Project Name/Number:* Arkansas/7384

## **Disposition**

Disposition Date: 10/14/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CAIC-126341349 State: Arkansas  
 Filing Company: Continental American Insurance Company State Tracking Number: 43765  
 Company Tracking Number: 7384  
 TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -  
 Fixed/Indeterminate Premium  
 Product Name: Term Life 2009  
 Project Name/Number: Arkansas/7384

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Form (revised)	Master Policy		Yes
Form	Master Policy	Replaced	Yes
Form (revised)	Certificate		Yes
Form	Certificate	Replaced	Yes
Form	Master Application		Yes
Form	Enrollment Application		Yes
Form	Automatic Increase Rider		Yes
Form (revised)	AD&D Benefit Rider		Yes
Form	AD&D Benefit Rider	Replaced	Yes
Form	Family Term Rider		Yes
Form	Quality of Life Acceleration Rider		Yes
Form (revised)	ALB for CI Rider		Yes
Form	ALB for CI Rider	Replaced	Yes
Form (revised)	AB for TD Rider		Yes
Form	AB for TD Rider	Replaced	Yes

*SERFF Tracking Number:* CAIC-126341349      *State:* Arkansas  
*Filing Company:* Continental American Insurance Company      *State Tracking Number:* 43765  
*Company Tracking Number:* 7384  
*TOI:* L04G Group Life - Term      *Sub-TOI:* L04G.103 Renewable - Single Life -  
Fixed/Indeterminate Premium  
  
*Product Name:* Term Life 2009  
*Project Name/Number:* Arkansas/7384

## **Objection Letter**

Objection Letter Status                      Pending Industry Response  
Objection Letter Date                      10/14/2009  
Submitted Date                              10/14/2009  
Respond By Date                              11/16/2009

Dear Amanda King,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: The Accelerated Benefit Rider issued with life insurance policies require a disclosure statement as outlined in Rule and Regulation 60s8.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: CAIC-126341349 State: Arkansas  
 Filing Company: Continental American Insurance Company State Tracking Number: 43765  
 Company Tracking Number: 7384  
 TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium  
 Product Name: Term Life 2009  
 Project Name/Number: Arkansas/7384

## Response Letter

Response Letter Status Submitted to State  
 Response Letter Date 10/14/2009  
 Submitted Date 10/14/2009

Dear Linda Bird,

### Comments:

Pursuant to your disapproval letter we have made the following requested revision.

### Response 1

Comments: We have added a disclosure statement in both of the Accelerated Benefit Riders. Also, we have added a set of brackets to one of our exclusions in the Master Policy, Certificate, and AD&D Benefit Rider.

### Related Objection 1

Comment:

The Accelerated Benefit Rider issued with life insurance policies require a disclosure statement as outlined in Rule and Regulation 60s8.

### 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
Master Policy	CAI9100		Policy/Contract/Fraternal Certificate	Revised			CAI9100 MP.pdf
<b>Previous Version</b>							
Master Policy	CAI9100		Policy/Contract/Fraternal Certificate	Initial			CAI9100 MP.pdf
Certificate	CAI9101A R		Certificate	Revised			CAI9101A R Cert.pdf

SERFF Tracking Number: CAIC-126341349 State: Arkansas  
 Filing Company: Continental American Insurance Company State Tracking Number: 43765  
 Company Tracking Number: 7384  
 TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium  
 Product Name: Term Life 2009  
 Project Name/Number: Arkansas/7384

**Previous Version**

Certificate	CAI9101A	Certificate	Initial	CAI9101A
	R			R Cert.pdf
AD&D Benefit Rider	CAI9143	Policy/Contract/Fraternal	Revised	CAI9143
		Certificate: Amendment,		AD&D
		Insert Page, Endorsement		Rider.pdf
		or Rider		

**Previous Version**

AD&D Benefit Rider	CAI9143	Policy/Contract/Fraternal	Initial	CAI9143
		Certificate: Amendment,		AD&D
		Insert Page, Endorsement		Rider.pdf
		or Rider		

ALB for CI Rider	CAI9145A	Policy/Contract/Fraternal	Revised	CAI9145A
	R	Certificate: Amendment,		R
		Insert Page, Endorsement		Accelerate
		or Rider		d Benefit
				For CI.pdf

**Previous Version**

ALB for CI Rider	CAI9145	Policy/Contract/Fraternal	Initial	CAI9145
		Certificate: Amendment,		Accelerate
		Insert Page, Endorsement		d Benefit
		or Rider		For CI.pdf

AB for TD Rider	CAI9146A	Policy/Contract/Fraternal	Revised	CAI9146A
	R	Certificate: Amendment,		R
		Insert Page, Endorsement		Accelerate
		or Rider		d Benefit
				For TD.pdf

**Previous Version**

AB for TD Rider	CAI9146	Policy/Contract/Fraternal	Initial	CAI9146
		Certificate: Amendment,		Accelerate
		Insert Page, Endorsement		d Benefit
		or Rider		For TD.pdf

No Rate/Rule Schedule items changed.

*SERFF Tracking Number:* CAIC-126341349      *State:* Arkansas  
*Filing Company:* Continental American Insurance Company      *State Tracking Number:* 43765  
*Company Tracking Number:* 7384  
*TOI:* L04G Group Life - Term      *Sub-TOI:* L04G.103 Renewable - Single Life -  
Fixed/Indeterminate Premium  
  
*Product Name:* Term Life 2009  
*Project Name/Number:* Arkansas/7384

If you should have any questions, please let me know.

Respectfully,

Amanda King

Sincerely,

SERFF Tracking Number: CAIC-126341349 State: Arkansas  
 Filing Company: Continental American Insurance Company State Tracking Number: 43765  
 Company Tracking Number: 7384  
 TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium  
 Product Name: Term Life 2009  
 Project Name/Number: Arkansas/7384

## Form Schedule

### Lead Form Number: CAI9100

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	CAI9100	Policy/Cont Master Policy ract/Fratern al Certificate	Revised	Replaced Form #: CAI9100 Previous Filing #:		CAI9100 MP.pdf
	CAI9101AR	Certificate Certificate	Revised	Replaced Form #: CAI9101AR Previous Filing #:		CAI9101AR Cert.pdf
	CAI9110	Application/Master Enrollment Form	Initial			CAI9110 MA.pdf
	CAI9111	Application/Enrollment Enrollment Application Form	Initial			CAI9111 App.pdf
	CAI9137	Policy/Cont Automatic Increase ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			CAI9137 Automatic Increase.pdf
	CAI9143	Policy/Cont AD&D Benefit Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: CAI9143 Previous Filing #:		CAI9143 AD&D Rider.pdf

SERFF Tracking Number: CAIC-126341349 State: Arkansas  
 Filing Company: Continental American Insurance Company State Tracking Number: 43765  
 Company Tracking Number: 7384  
 TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium

Product Name: Term Life 2009  
 Project Name/Number: Arkansas/7384

CAI9142	Policy/Cont Family Term Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		CAI9142 Family Term Rider.pdf
CAI9144	Policy/Cont Quality of Life ract/Fratern Acceleration Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		CAI9144 LTC Rider.pdf
CAI9145AR	Policy/Cont ALB for CI Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: CAI9145 Previous Filing #:	CAI9145AR Accelerated Benefit For CI.pdf
CAI9146AR	Policy/Cont AB for TD Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: CAI9146 Previous Filing #:	CAI9146AR Accelerated Benefit For TD.pdf



2801 Devine Street, Columbia, South Carolina 29205

## **GROUP TERM LIFE INSURANCE POLICY**

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

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

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

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

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

Signed for the Company

**\*Term Life Insurance Renewable to Attained Age 95**

**[\*Convertible to Attained Age 70]**

**\*Non-participating-No Dividends**

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

### **READ YOUR POLICY CAREFULLY**

**GROUP POLICY NUMBER: [\*\*\*\*\*]**

**ISSUED TO POLICYHOLDER: [XYZ INC.]**

**INITIAL EFFECTIVE DATE: [MM/DD/YYYY] POLICY RENEWAL DATES: [MM/DD/YYYY]**

**SITUS STATE: [ANY STATE]**

## TABLE OF CONTENTS

SECTION I	SCHEDULE
SECTION [II	[PARTICIPATION REQUIREMENTS]
SECTION III	ELIGIBILITY TO ENROLL
SECTION IV	EFFECTIVE DATE OF INSURANCE
SECTION V	BENEFITS
SECTION VI	[OPTIONAL BENEFIT]  [Total Disability Waiver of Premium]
SECTION VII	DEATH BENEFIT PROVISION
SECTION VII	BENEFIT CONDITIONS, LIMITATIONS. AND EXCLUSIONS
SECTION IX	CLAIM PROVISIONS
SECTION X	RENEWAL, AMENDMENT AND TERMINATION OF POLICY
SECTION XI	TERMINATION OF INSURANCE
SECTION XII	CONTINUATION OF INSURANCE  [Conversion] [Portability]
SECTION XIII	PREMIUM PROVISIONS
SECTION XIV	ASSIGNMENT AND BENEFICIARY PROVISIONS
SECTION XV	GENERAL PROVISIONS
SECTION XVI	DEFINITIONS
SECTION XVII]	INCORPORATION OF OPTIONAL RIDERS

## SECTION I

## SCHEDULE

BENEFITS	ELIGIBLE PERSONS	MAXIMUM BENEFIT AVAILABLE
Insureds:	[Exempt Employees] [Hourly Employees] [Other Classes as Named in the Master App]	
Group Term Life Insurance [5][10][15][20] [or] [30] year Planned Level Premium Period [available]]	[Employees]  [Hourly Employees] [Other Classes as Named in the Master App]	[\$300,000]  [\$300,000] [\$300,000]
Basic Accidental Death and Dismemberment and Loss of Sight Benefit	[Employee] [Spouse] [Children]	AD&D – 10% of applicable Life Benefit Loss of Sight – 5% of applicable Life Benefit
Accelerated Benefit for Terminal Illness	[Employee] [Spouse] [Children]	[25] [50] [100] % [25] [50] [100] % [25] [50] [100] %
<b>[Optional Benefits]</b>		
[Total Disability Waiver of Premium]	[Employee]	[Waiver of Premium Only]
<b>[Optional Riders]</b>		
[Family Term Life Insurance Rider]	[Spouse] [Children]	[\$50,000] [\$25,000]
[Automatic Benefit Increase Rider] [Accidental Death, Loss of Sight and Dismemberment Benefit Rider]	[Employee] [Employee] [Spouse]	[00%] [\$100,000 Accidental Death Benefit] [\$50,000 Accidental Death Benefit]
[Quality of Life Accelerated Benefit Rider]	[Employee] [Spouse]	5% Nursing Home or Assisted Living Care Facility, Lifetime Max 20 months. 2.5% Home Health or Adult Day Care, Lifetime max 40 months.]
[Accelerated Benefit for Total Disability Rider]	[Employee]	[\$[200] [400] per month for 24 mos. [180]-day Elimination Period.]
[Accelerated Living Benefit for Critical Illness Rider]	[Employee] [Spouse] [Children]	[[25] [50] [100] % [25] [50] [100] % [25] [50] [100] %]

## SECTION II [PARTICIPATION REQUIREMENTS]

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

### [[ELIGIBILITY

#### **[Classes of Eligible [Employees]:]**

- [Exempt Employees]
- [Hourly Employees]
- [Other Classes as named in the Master Application]

#### **[Classes of Eligible Dependents:]**

- [Spouses of Insured Eligible Employees]]
- [Children of Insured Eligible Employees]]

## SECTION III ELIGIBILITY TO ENROLL

A person is Eligible to Enroll when He:

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

### **Eligibility Requirements**

[In order to enroll, an Eligible Person must be [Actively at Work (Active [Employment])]:  
[for [Exempt Employees] Actively at Work means [40] hours per [week]]  
[for [Other Named Class] Actively at Work means [40] hours per [week]]  
[for [Other Named Class] Actively at Work means [40] hours per [week]]]

[Eligible Persons must be Age 18 but not more than Age [##].]

### **[Additional Eligibility Requirements for Dependents]**

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

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

## SECTION IV EFFECTIVE DATE OF INSURANCE

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

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

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

- All eligible [Employees] have completed an Enrollment Form, if required, during the Waiting Period;
- The [Employee] meets the Eligibility Requirements shown on the Schedule; [and]
- The first Premium is paid [;] [.] [and]
- [the Employee] is in the Active [Employment] of the Policyholder on the Date of Certificate].

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

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

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

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

## **SECTION V BENEFITS**

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

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

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

### **A. Term Life**

The term life insurance that is offered to [Employees] and Eligible Dependents under the terms of the Policy is available with [5] [10] [15] [20] [or] [30]-year Planned Level Premiums. With Our agreement, the Policyholder selects the option(s) available to [Employees]. Options available to [Employees] are shown in the application for the Policy.

- [[Employees]] electing the 5-year Planned Level Premium Period coverage may renew twice for additional Planned Level Premium Periods of 5 years or until eligibility for coverage under the Policy ends, if earlier. Planned Level Premiums at renewal will be based on then Attained Age rates. Premium at the end of the third Planned Level Premium Period will increase annually based on then Attained Age rates until eligibility for coverage under the Policy ends.]
- [[Employees]] electing the 10-year Planned Level Premium Period coverage may renew coverage once for an additional Planned Level Premium Periods of 10 years or until eligibility for coverage under the Policy ends, if earlier. Planned Level Premiums at renewal will be based on then Attained Age rates. Premiums at the end of the second Planned Level Premium Period will increase annually based on then Attained Age rates until eligibility for coverage under the Policy ends.]

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

### **Amount of Life Insurance**

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

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

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

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

### **General Information**

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

### **Benefits**

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

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

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

### **Limitations and Exclusions**

Loss must occur within 180 days after the Accidental Injury.

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

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

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

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

### **C. Accelerated Benefit for Terminal Illness**

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

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

**General Information**

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

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

**Benefit**

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

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

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

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

**Limitations and Exclusions**

We must receive consent of all irrevocable Beneficiaries.

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

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

A Physician must diagnose a covered Terminal Illness.

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

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

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

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

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

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

### **Benefit**

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

### **Premiums to be Waived**

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

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

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

### **Limitations and Exclusions**

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

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

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

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

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

## **SECTION [VII] DEATH BENEFIT PROVISION**

### **Death Proceeds**

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

The amount of Death Proceeds is the sum of:

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

Less:

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

## **SECTION [VIII] BENEFIT CONDITIONS, LIMITATIONS AND EXCLUSIONS**

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

### **[Total Disability Waiver of Premium**

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

- by a Replaced Policy; and
- by this Policy on its Initial Effective Date.

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

## **SECTION [IX] CLAIM PROVISIONS**

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

### **Beneficiary**

Primary Beneficiaries surviving the [Employee] will receive the Death Proceeds and Accidental Death Benefits on the life of the [Employee]. Surviving contingent beneficiaries are paid only if no Beneficiary in the prior class has survived the [Employee]. If more than one Beneficiary in a class survives the [Employee], they will share

equally, unless the [Employee's] designation provides otherwise. If there is no Beneficiary surviving the [Employee], or if no Beneficiary is named, the [Employee's] estate will be paid.

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

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

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

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

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

[The Policyholder that remits Premiums to Us will receive Premium refunds that may be due under any [Total Disability Waiver of Premium Benefit].]

[If the [Employee] has continued coverage under the Portability provision, We will refund any Premiums not due to the [Employee].]

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

#### **Notice of Claim**

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

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

#### **Proofs of Loss**

Proof of Loss must be given to Us within 90 days after a loss occurs or starts.

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

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

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

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

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

For Claims under the Total Disability Waiver of Premium Benefit:

- We may require Proof of Loss on a monthly basis if the [Employee] is Totally Disabled; and

- We will not require Proof of Loss on a monthly basis when it is no longer reasonably necessary to do so.

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

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

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

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

### **Examination and Autopsy**

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

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

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

### **Payment of Claims**

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

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

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

## **SECTION [X] RENEWAL, AMENDMENT AND TERMINATION OF POLICY**

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

### **Policyholder Renewal**

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

### **Amendment of the Policy**

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

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

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

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

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

### **Termination of the Policy**

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

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

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

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

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

### **Voluntary [Employee] Termination**

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

## **SECTION [XI] TERMINATION OF [EMPLOYEE] INSURANCE**

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

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

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

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

## **SECTION [XII] CONTINUATION OF INSURANCE**

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

### **As Required by Law or Regulation**

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

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

### **[As Required by the Family and Medical Leave Act of 1993 (FMLA)]**

Regardless of the continuation policies outlined above, the Policyholder will comply with the Family and Medical Leave Act of 1993.

During any leave taken under FMLA, the Policyholder will continue Policy coverage on the same conditions as coverage would have been provided if the covered Insured had been continuously employed during the entire leave period.

If Policy coverage terminates during the FMLA leave, coverage will be reinstated for the Insured and his covered Spouse and Children if the Insured returns to work in accordance with the terms of the FMLA leave. Coverage will be reinstated only if the person(s) had Policy coverage when the FMLA leave started, and will be reinstated to the same extent that it was In Force when that coverage terminated.]

### **[For Non-Medical Reasons]**

The Policyholder may continue insurance for up to [twelve (12) months] for Insured Persons absent from work due to temporary layoff, suspension of business operations, or Policyholder-approved leave of absence.]

### **For Illness or Accidental Injury**

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

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

### **[Conversion]**

If insurance on any Covered Person or any portion of it ceases because:

- the [Employee] is no longer employed;
- the [Employee] is no longer a member of an eligible Class;
- the [Employee] has transferred from one Class of Covered [Employee] to another Class of Covered [Employee];
- the [Employee] has died;
- the Covered Person no longer qualifies as an Eligible Dependent under the Policy;
- the Policy has been amended to terminate the insurance on any Class of [Employee]; or
- the Policy terminates.

The Covered Person is entitled to have issued, without Evidence of Insurability, an individual Policy of insurance. The individual Policy will be issued subject to the following:

- When the Policy terminates or the Policy is amended to terminate the insurance of a Class of [Employee], Conversion is only available to those Covered Persons insured under the Policy for at least five years. We

may, at Our option, agree to allow conversion to all Covered Persons, regardless of length of coverage under the Policy.

- The first Premium must be paid within 31 days after termination of coverage under the Policy.
- The individual Policy will be on a whole life or higher Premium plan available and then issued by Us and subject to Our rules then in effect regarding the minimum amount of insurance.
- When coverage of the Policy ceases entirely, the amount of insurance converted will be the amount of insurance provided by the Policy on the date that coverage ceased, less any Accelerated Benefit paid.
- When coverage of the Policy reduces because the [Employee] moves from one Class of Covered [Employee] to another Class of Covered [Employee], the amount of insurance converted will be the amount by which coverage is reduced, less any Accelerated Benefit paid.
- The Premium will be Our then customary rate applicable to the form and amount of the individual Policy, to the class of risk to which the Covered Person then belongs, and to his Attained Age on the Effective Date of the individual Policy.
- Any benefit amount not converted will be canceled for the Covered Person.
- Eligible Dependent children may convert up to three times coverage amount to a maximum of [\$25,000] without Evidence of Insurability.
- Optional Benefits will not be issued with the converted Policy.
- If a Covered Person dies during the 31-day period for payment of Premium but before an individual Policy is issued and In Force, Benefits will be paid under the Policy as provided by the terms of the [Employee's] Certificate.]

### **[Portability]**

If coverage is terminated by Us or by the Policyholder, a Covered [Employee] may continue coverage under the Policy subject to the Benefit Conditions, Limitations and Exclusions and by providing Us with satisfactory Evidence of Insurability and paying Premiums when due. We must receive the satisfactory Evidence of Insurability and the first Premium within 31 days after coverage is terminated. The Policy must be In Force on the date that the [Employee] ports coverage.

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

- has been continuously covered by the Policy for at least 6 months;
- is less than Age 70;
- is not Totally Disabled; and
- is no longer [Actively At Work] as [a] [an][Employee].

If a Covered [Employee] is no longer eligible for coverage for any other reason stated in the Termination of Eligibility provision (except death), the [Employee] may continue coverage under the Certificate by paying Premiums when due. We must receive the first Premium within 31 days after eligibility terminates.]

## **SECTION [XIII] PREMIUM PROVISIONS**

### **Premiums**

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

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

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

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

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

### **Premium Payments**

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

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

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

### **Change in Premium**

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

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

### **Premium Refunds**

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

## **SECTION [XIV] ASSIGNMENT AND BENEFICIARY PROVISIONS**

### **Assignment**

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

### **Beneficiaries**

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

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

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

## **SECTION [XV] GENERAL PROVISIONS**

### **Agreements and Policy Changes**

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

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

### **Certificates**

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

- the insurance protection provided, including;
- any insurance for Spouse and/or Children; [and]
- to whom the insurance Benefits are payable[;][.][and]
- [the Portability rights provided by the Policy.]

### **Clerical Error**

No Clerical Error by the Policyholder will:

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

### **Conformity with State Statutes**

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

### **Data Required**

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

### **Entire Contract**

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

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

### **Evidence of Insurability**

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

### **Grace Period**

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

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

### **Incontestability**

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

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

- the person insured; or,

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

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

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

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

### **Legal Actions**

Legal Action cannot be taken against Us:

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

### **Misstatement of Age**

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

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

### **Non-Participating**

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

## **SECTION [XVI] DEFINITIONS**

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

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

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

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

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

- a weekend;
- holidays;
- paid vacations;

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

[Persons classified as [part-time][or][temporary] workers by the Employer or Policyholder are not Actively At Work except as agreed between the Policyholder and the Company.]

[Persons On Strike are [not] Actively At Work [except][as] agreed by the Policyholder and the Company.]

[The Active Employment must be for an Employer that has a workforce of Employees who are Eligible for Policy Coverage.]]

[**Active Member(ship)** is defined in the Definition of “Member”.]

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

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

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

[**Association** means an entity that:

- has been actively in existence for the time required under the laws of Situs State;
- has been formed and maintained in good faith for purposes other than obtaining insurance;
- does not condition its membership in the association on any health status-related factor relating to an individual (including an Employee of an Employer or a dependent of any Employee);
- makes insurance coverage it offers available to all members regardless of any health status-related factor relating to the members (or individuals eligible for coverage through a member);
- does not make insurance coverage it offers available other than in connection with a Member of the Association; and
- meets any additional requirements that may be imposed under the laws of Situs State.]

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

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

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

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

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

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

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

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

Child does not include a:

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

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

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

[**Class** means a group of persons that We and the Policyholder have agreed to insure.]

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

[**Covered Employee** means the Eligible Employee, when covered by the Policy.]

[**Covered Employee** also means a person who has ported coverage as allowed by the Portability provision.]

[**Covered Member** means the Eligible Member, when covered by the Policy.]

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

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

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

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

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

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

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

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

[**Eligible Employee** means a person who:

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

[**Eligible Person** means someone who:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Illness** means Sickness or disease of a Covered Person.

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

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

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

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

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

**[Member or Active Member(ship)]** means a person who is in a Class shown on the Schedule [and in good standing as defined by the [Association's] requirements and bylaws].]

**Non-Contributory** means coverage under the Policy for which the Policyholder is paying the entire Premium. The Certificate Schedule indicates if all Premiums are paid by the Policyholder.

**[On Strike (Strike)]** means that the [Employee] and other employees acting together:

- Have ceased work, or
- Are refusing to work or to continue to work for the [Employee's] Employer.

The Strike must be authorized under the rules of a union or unions representing the Insured and other striking Employees.

The union or unions authorizing the strike must be recognized by the [Employee's] Employer for collective bargaining purposes.

The Strike must be lawful and must not take place while a labor contract is still in effect.]

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

Physician does not include:

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

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

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

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

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

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

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

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

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

**[Pre-existing Condition** means any of the following which a Physician has treated or for which a Physician has advised treatment for the Covered Person within 12 months before the Covered Person's Effective Date of Insurance:

- [Heart Attack;]
- [Stroke;]
- [Cancer;]
- [Carcinoma in Situ;]
- [End-Stage Renal Failure]; [or]
- [Occupational HIV].

Pre-existing Condition [also] means [any of] the following which a Physician has treated or for which a Physician has advised treatment (by transplant, bypass surgery, medication or otherwise) of the Covered Person within 12 months before the Covered Person's Effective Date of Insurance:

- [failure of the liver, kidney(ies), pancreas, or lung(s);]
- [failure of the heart;] [or]
- [coronary artery disease][.]

Pre-existing Condition also means that a Physician has given a Tentative Diagnosis of Cancer or Carcinoma in Situ of the Covered Person within 12 months before the Covered Person's Effective Date of Insurance.]

[Pre-existing Condition [also] means a condition causing Total Disability which a Physician has treated or for which a Physician has advised treatment of the [Employee] within 12 months before the [Employee's] Effective Date of Insurance.]

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

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

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

It must:

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

At Our request, the Policyholder must give Us Proof about [a/an] [Employee's] Replaced Policy.]

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

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

**Spouse** means [:]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**You and Your** means the covered [Employee.]

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

## **SECTION [XVII] INCORPORATION OF OPTIONAL RIDERS**

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

[Accidental Death, Loss of Sight and Dismemberment Benefit Rider]

[Family Term Life Insurance Rider]

[Automatic Benefit Increase Benefit Rider]

[Quality of Life Acceleration Benefit Rider]

[Accelerated Benefit for Total Disability Rider]

[Accelerated Living Benefit for Critical Illness Rider]



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

GROUP TERM LIFE INSURANCE CERTIFICATE  
NON-PARTICIPATING

**READ YOUR CERTIFICATE CAREFULLY**

**INSURING INFORMATION**

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

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

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

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

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

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

**Term Life Insurance Renewable to Attained Age 95  
[Convertible to Attained Age 70]**

**ANY CERTIFICATES ISSUED IN THE STATE ARKANSAS ARE GOVERNED BY THE  
STATE OF ARKANSAS**

## TABLE OF CONTENTS

SECTION I	Eligibility
SECTION II	Effective Date of Insurance
SECTION III	Benefits
SECTION IV	Life Insurance <ul style="list-style-type: none"><li>A. Term Life</li><li>B. Basic Accidental Death, Loss of Sight and Dismemberment Benefit</li><li>C. Accelerated Benefit for Terminal Illness</li></ul>
SECTION [V	Optional Benefit - Total Disability Waiver Of Premium ([Employee] Only)]
SECTION [VI]	Death Benefit Provision
SECTION [VII]	Benefit Conditions, Limitations and Exclusions
SECTION [VIII]	Claim Provisions
SECTION [IX]	Termination of Your Insurance
SECTION [X]	Continuation of Insurance <ul style="list-style-type: none"><li>[Conversion]</li><li>[Portability]</li></ul>
SECTION [XI]	Assignment and Beneficiary Provisions
SECTION [XII]	General Provisions
SECTION [XIII]	Definitions
Schedule	

## **SECTION I ELIGIBILITY**

### **Eligibility To Enroll**

You are Eligible to Enroll when You:

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

## **SECTION II EFFECTIVE DATE OF INSURANCE**

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

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

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

- All eligible [Employees] have completed an Enrollment Form, if required, during the Waiting Period;
- You meet the Eligibility Requirements shown in the master policy; [and]
- The first Premium is paid [;] [.] [and]
- [You are in the Active [Employment] of the Policyholder on the Date of Certificate.]

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

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

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

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

## **SECTION III BENEFITS**

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

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

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

## **SECTION IV            LIFE INSURANCE**

### **A.        Term Life**

The term life insurance that is offered to You and Eligible Dependents under the terms of the Policy is available with [5] [10] [15] [20] [or] [30]-year Planned Level Premiums. With Our agreement, the Policyholder selects the option(s) available to You. Options available to You are shown in the application for the Policy.

- [Because You elected the 5-year Planned Level Premium Period coverage may renew twice for additional Planned Level Premium Periods of 5 years or until eligibility for coverage under the Policy ends, if earlier. Planned Level Premiums at renewal will be based on then Attained Age rates. Premium at the end of the third Planned Level Premium Period will increase annually based on then Attained Age rates until eligibility for coverage under the Policy ends.]
- [Because You elected the 10-year Planned Level Premium Period coverage may renew coverage once for an additional Planned Level Premium Periods of 10 years or until eligibility for coverage under the Policy ends, if earlier. Planned Level Premiums at renewal will be based on then Attained Age rates. Premiums at the end of the second Planned Level Premium Period will increase annually based on then Attained Age rates until eligibility for coverage under the Policy ends.]

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

### **Amount of Life Insurance**

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

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

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

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

### **General Information**

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

### **Benefits**

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

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

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

### **Limitations and Exclusions**

Loss must occur within 180 days after the Accidental Injury.

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

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

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

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

### **C. Accelerated Benefit for Terminal Illness**

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

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

### **General Information**

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

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

**Benefit**

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

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

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

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

**Limitations and Exclusions**

We must receive consent of all irrevocable Beneficiaries.

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

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

A Physician must diagnose a covered Terminal Illness.

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

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

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

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

**SECTION [V                    OPTIONAL BENEFIT - Total Disability Waiver of Premium ([Employee] Only)**

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

**Benefit**

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

### **Premiums to be Waived**

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

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

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

### **Limitations and Exclusions**

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

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

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

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

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

## **SECTION [VI] DEATH BENEFIT PROVISION**

### **Death Proceeds**

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

The amount of Death Proceeds is the sum of:

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

Less:

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

## **SECTION [VII] BENEFIT CONDITIONS, LIMITATIONS AND EXCLUSIONS**

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

### **[Total Disability Waiver of Premium**

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

- by a Replaced Policy; and
- by this Policy on its Initial Effective Date.

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

## **SECTION [VIII] CLAIM PROVISIONS**

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

### **Beneficiary**

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

A Beneficiary is deemed to have survived You when that Beneficiary has survived to receive payment.

You are the Beneficiary of any Life Insurance payable on the life of another Covered Person.

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

[You are the Beneficiary of the [Optional Benefit] [or] [the Optional Riders] payable under this Certificate.]

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

[If You have continued coverage under the Portability provision, We will refund any Premiums not due to You.]

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

### **Notice of Claim**

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

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

### **Proofs of Loss**

Proof of Loss must be given to Us within 90 days after a loss occurs or starts.

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

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

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

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

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

[For Claims under the Total Disability Waiver of Premium Benefit:

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

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



## **SECTION [X] CONTINUATION OF INSURANCE**

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

### **As Required by Law or Regulation**

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

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

### **[As Required by the Family and Medical Leave Act of 1993 (FMLA)]**

Regardless of the continuation policies outlined above, the Policyholder will comply with the Family and Medical Leave Act of 1993.

During any leave taken under FMLA, the Policyholder will continue Policy coverage on the same conditions as coverage would have been provided if the covered Insured had been continuously employed during the entire leave period.

If Policy coverage terminates during the FMLA leave, coverage will be reinstated for the Insured and his covered Spouse and Children if the Insured returns to work in accordance with the terms of the FMLA leave. Coverage will be reinstated only if the person(s) had Policy coverage when the FMLA leave started, and will be reinstated to the same extent that it was In Force when that coverage terminated.]

### **[For Non-Medical Reasons]**

The Policyholder may continue insurance for up to [twelve (12) months] for Insured persons absent from work due to temporary layoff, suspension of business operations, or Policyholder-approved leave of absence.]

### **For Illness or Accidental Injury**

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

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

### **[Conversion]**

If insurance on any Covered Person or any portion of it ceases because:

- You are no longer employed;
- You are no longer a member of an eligible Class;
- You have transferred from one Class of Covered [Employee] to another class of Covered [Employee];
- You have died;
- the Covered Person no longer qualifies as an Eligible Dependent under the Policy;
- the Policy has been amended to terminate the insurance on any Class of [Employee]; or

- the Policy terminates.

The Covered Person is entitled to have issued, without Evidence of Insurability, an individual policy of insurance. The individual Policy will be issued subject to the following:

- When the Policy terminates or the Policy is amended to terminate the insurance of a Class of [Employee], Conversion is only available to those Covered Persons insured under the Policy for at least five years. We may, at Our option, agree to allow conversion to all Covered Persons, regardless of length of coverage under the Policy.
- The first Premium must be paid within 31 days after termination of coverage under the Policy.
- The individual Policy will be on a whole life or higher Premium plan available and then issued by Us and subject to Our rules then in effect regarding the minimum amount of insurance.
- When coverage of the Policy ceases entirely, the amount of insurance converted will be the amount of insurance provided by the Policy on the date that coverage ceased, less any Accelerated Benefit paid.
- When coverage of the Policy reduces because You move from one Class of Covered [Employee] to another Class of Covered [Employee], the amount of insurance converted will be the amount by which coverage is reduced, less any Accelerated Benefit paid.
- The Premium will be Our then customary rate applicable to the form and amount of the individual Policy, to the class of risk to which the Covered Person then belongs, and to his Attained Age on the Effective Date of the individual Policy.
- Any benefit amount not converted will be canceled for the Covered Person.
- Eligible Dependent children may convert up to three times coverage amount to a maximum of [\$25,000] without Evidence of Insurability.
- Optional Benefits will not be issued with the converted Policy.
- If a Covered Person dies during the 31-day period for payment of Premium but before an individual Policy is issued and In Force, Benefits will be paid under the Policy as provided by the terms of this Certificate.]

### **[Portability**

If Your coverage is terminated by Us or by the Policyholder, You may continue coverage under the Policy subject to the Benefit Conditions, Limitations and Exclusions and by providing Us with satisfactory Evidence of Insurability and paying Premiums when due. We must receive the satisfactory Evidence of Insurability and the first Premium within 31 days after coverage terminated. The Policy must be In Force on the date that You port coverage.

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

- have been continuously covered by the Policy for at least [6] months;
- are less than Age [70]
- are not Totally Disabled; and
- are no longer [Actively At Work] as [a/an][Employee].

If You are no longer eligible for coverage for any other reason stated in the Termination of Eligibility provision (except death), You may continue coverage under the Certificate by paying Premiums when due. We must receive the first Premium within 31 days after eligibility terminates.]

## **SECTION [XI]            ASSIGNMENT AND BENEFICIARY PROVISIONS**

### **Assignment**

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

### **Beneficiaries**

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

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

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

## **SECTION [XII]           GENERAL PROVISIONS**

### **Agreements and Policy Changes**

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

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

### **Clerical Error**

No Clerical Error by the Policyholder will:

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

### **Conformity with State Statutes**

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

### **Entire Contract**

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

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

### **Evidence of Insurability**

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

### **Grace Period**

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

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

### **Incontestability**

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

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

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

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

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

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

### **Legal Actions**

Legal Action cannot be taken against Us:

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

### **Misstatement of Age**

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

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

### **Non-Participating**

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

## **SECTION [XIII]**

## **DEFINITIONS**

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

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

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

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

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

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

[Persons classified as [part-time][or][temporary] workers by the Employer or Policyholder are not Actively At Work except as agreed between the Policyholder and the Company.]

[Persons On Strike are [not] Actively At Work [except][as] agreed by the Policyholder and the Company.]

[The Active Employment must be for an Employer that has a workforce of Employees who are Eligible for Policy Coverage.]]

**[Active Member(ship)** is defined in the Definition of "Member".]

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

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

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

**[Association** means an entity that:

- has been actively in existence for the time required under the laws of Situs State;
- has been formed and maintained in good faith for purposes other than obtaining insurance;
- does not condition its membership in the association on any health status-related factor relating to an individual (including an Employee of an Employer or a dependent of any Employee);
- makes insurance coverage it offers available to all members regardless of any health status-related factor relating to the members (or individuals eligible for coverage through a member);
- does not make insurance coverage it offers available other than in connection with a Member of the Association; and
- meets any additional requirements that may be imposed under the laws of Situs State.]

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

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

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

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

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

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

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

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

Child does not include a:

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

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

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

[**Class** means a group of persons that We and the Policyholder have agreed to insure.]

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

[**Covered Employee** means the Eligible Employee, when covered by the Policy.]

[**Covered Employee** also means a person who has ported coverage as allowed by the Portability provision.]

[**Covered Member** means the Eligible Member, when covered by the Policy.]

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

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

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

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

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

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

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

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

**[Eligible Employee]** means a person who:

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

**[Eligible Person]** means someone who:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Illness** means Sickness or disease of a Covered Person.

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

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

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

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

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

**[Member or Active Member(ship)]** means a person who is in a Class shown on the Schedule [and in good standing as defined by the [Association's] requirements and bylaws].

**Non-Contributory** means coverage under the Policy for which the Policyholder is paying the entire Premium. The Certificate Schedule indicates if all Premiums are paid by the Policyholder.

**[On Strike (Strike)]** means that the [Employee] and other employees acting together:

- Have ceased work, or
- Are refusing to work or to continue to work for the [Employee's] Employer.

The Strike must be authorized under the rules of a union or unions representing the Insured and other striking Employees.

The union or unions authorizing the strike must be recognized by the [Employee's] Employer for collective bargaining purposes.

The Strike must be lawful and must not take place while a labor contract is still in effect.]

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

Physician does not include:

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

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

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

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

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

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

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

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

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

[**Pre-existing Condition** means any of the following which a Physician has treated or for which a Physician has advised treatment for the Covered Person within 12 months before the Covered Person's Effective Date of Insurance:

- [Heart Attack;]
- [Stroke;]
- [Cancer;]
- [Carcinoma in Situ;]
- [End-Stage Renal Failure]; [or]
- [Occupational HIV].

Pre-existing Condition [also] means [any of] the following which a Physician has treated or for which a Physician has advised treatment (by transplant, bypass surgery, medication or otherwise) of the Covered Person within 12 months before the Covered Person's Effective Date of Insurance:

- [failure of the liver, kidney(ies), pancreas, or lung(s);]
- [failure of the heart;] [or]
- [coronary artery disease][.]

Pre-existing Condition also means that a Physician has given a Tentative Diagnosis of Cancer or Carcinoma in Situ of the Covered Person within 12 months before the Covered Person's Effective Date of Insurance.]

[Pre-existing Condition [also] means a condition causing Total Disability which a Physician has treated or for which a Physician has advised treatment of the [Employee] within 12 months before the [Employee's] Effective Date of Insurance.]]

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

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

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

It must:

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

At Our request, the Policyholder must give Us Proof about [a/an] [Employee's] Replaced Policy.]

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

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

**Spouse** means [:]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**You and Your** means the covered [Employee.]

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

**SCHEDULE**

**[[EMPLOYEE]  
INFORMATION**

[Employee]: [Thomas J. Spratt]  
Age: [35]  
Beneficiary: [Billy J. Spratt]  
Date of Certificate: [10/01/2009]  
Certificate Number: [1234567890]  
[Optional Benefit: [[10] year] Planned Level Premium: Modal Premium  
[Total Disability Waiver of Premium] [\$6.32]]  
Optional Riders:  
[Family Term Life Insurance] [\$2.35]  
[Automatic Benefit Increase] [\$6.32]  
[Quality of Life Acceleration] [\$xx.xx]  
[Accelerated Living Benefit Critical Illness] [\$12.25]  
[Accelerated Benefit for Total Disability] [\$xx.xx]  
[Accidental Death, Loss of Sight &  
Dismemberment] [\$2.00]  
Total Modal Premium [\$xxx.xx]  
Premiums: [Contributory Insurance]

**CERTIFICATE INFORMATION**

	<b>Eligible Person(s)</b>	<b>Maximum Issue Amount or Accelerated Benefit Available</b>	<b>Termination Date*</b>
Group Term Life Insurance	[Employee]	[\$300,000]	[10/01/2069]
Accelerated Living Benefit for Terminal Illness	[Employee] [Spouse] [Children]		

	<b>Eligible Person(s)</b>	<b>Maximum Issue Amount or Accelerated Benefit Available</b>	<b>Termination Date*</b>
[Optional Benefit/Riders:			
[Accidental Death, Loss Of Sight and Dismemberment (AD&D)	[Employee]	[\$100,000]	[10/01/2069]
[Total Disability Waiver of Premium]	[Employee]	[Waiver of Premium Only]	[10/01/2034]
[Automatic Benefit Increase]**	[Employee]	[16.67] [10] [7.5] [5] %	[10/01/2008]
[Accelerated Living Benefit for Critical Illness]***	[Employee] [Spouse] [Children]	[\$100,000] [\$100,000] [\$10,000]	[10/01/2017] [10/01/2017] [Attained age 26], [or 10/01/2062 if earlier]
[Accelerated Benefit For Total Disability]	[Employee]	[\$[200] [400] month for 24 mos. [180]-day Elimination Period.]	[10/1/2039]
[Family Term Life Insurance]	[Spouse] [Children]	[\$50,000] [\$25,000]	[10/01/2062] [Attained age 26], [or 10/01/2062] if earlier]

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

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

\*\*The Amount of Life Insurance for the [Employee] increases by the percentage shown on the first through the sixth Anniversaries of the [Employee's] coverage subject to payment of Premiums and the limitations stated in the Benefit.]

\*\*\*This Certificate includes the [100%] [[50%] [25%] acceleration option of the Maximum Benefit Amount show on the Schedule Page. The maximum benefit reduces 50% when the [Employee] [or Spouse] reaches age 65.]

# APPLICATION FOR GROUP TERM LIFE INSURANCE

Application is hereby made to:



2801 Devine Street, Columbia, South Carolina 29205

by: \_\_\_\_\_  
Employer/Union Name

of: \_\_\_\_\_  
Home Office Location (City & State)

for a Plan of Group Term Life insurance with Plan Level Premium Period(s) \_\_\_\_\_  
and representations are made as follows:

1. Class of Persons Eligible for Coverage:

[In order to enroll, an Eligible Person must be [Actively at Work (Active [Employment])]:  
[for [Exempt Employees] Actively at Work means [40] hours per [week]]  
[for [Other Named Class] Actively at Work means [40] hours per [week]]  
[for [Other Named Class] Actively at Work means [40] hours per [week]]]

[Waiting Periods for Eligible Persons are as follows:  
[[Exempt Employees] are Eligible to Enroll on Date of [Employment]]  
[[Other Named Class] are Eligible to Enroll after Active [Employment] for [30 days]]  
[[Other Named Class] are Eligible to Enroll after Active [Employment] for [90 days]]  
[Waiting Periods for Eligible Persons apply to their Eligible Dependents]

[However, if an Eligible Person is not Actively at Work at the end of the Waiting Period, the Waiting Period will be extended until the Eligible Person resumes work in a pattern that will establish Active Employment]

2. Effective Date: The requested effective date of the Group Policy is \_\_\_\_\_

3. Optional Features:

\_\_\_\_\_

4. Will this Group Term Life Policy replace any existing Group Term Life Policy?

\_\_\_Yes \_\_\_No

5. General Agreement:

[The applicant agrees to transmit the total premiums under the group policy to Continental American Insurance Company at its Home Office when due.] No agent or other person except an officer of the Company can make or change any contract or agreement on behalf of Continental American Insurance Company

By:	
Title:	Date:



**ENROLLMENT FORM**

Please Mail: Post Office Box 427  
 Columbia, South Carolina 29202  
 (800) 433-3036

FOR HOME OFFICE USE ONLY		
PLAN	PLAN CODE	ID NUMBER
<b>Term Life</b>		
<b>Endorsement:</b>		

**EFFECTIVE DATE:**

Applicant Name/Owner (First, MI, Last)		S.S.N./ ID Number		Gender	Date of Birth
Street Address			City		State Zip
Employer		Job Class	Location		Date of Hire
Hours Worked	Daytime Phone No. ( )	Beneficiary Name / Relationship			
[Spouse's Name (if coverage is requested)]		Gender	Spouse Date of Birth	Spouse's Beneficiary/Relationship]	

	Employee	Spouse
Are you actively at work?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Have you used tobacco products in the last 12 months?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Are you now hospitalized or unable to perform your normal duties and activities?		<input type="checkbox"/> YES <input type="checkbox"/> NO

**List all eligible children for whom you are proposing coverage (from Youngest to Oldest):**

Name	Gender	Date of Birth	Name	Gender	Date of Birth

**TERM LIFE Base Plan** \_\_\_\_\_

**Coverage:**  Employee Face Amount: \_\_\_\_\_ Premium: \_\_\_\_\_  
 Spouse Face Amount: \_\_\_\_\_ Premium: \_\_\_\_\_  
 Children Face Amount: \_\_\_\_\_ Premium: \_\_\_\_\_

**Optional Benefit**

[  **Automatic Benefit Increase** ] [  **Family Term** ]

	<b>Section I - Complete for Modified Guarantee Issue</b>	Applicant	Spouse	Children
1	Have you ever been treated for or diagnosed by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS) or "AIDS" Related Complex (ARC) or ever tested positive for antigens or antibodies to an "AIDS" virus?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	In the last twelve (12) months, have you missed more than five (5) consecutive days of work due to illness or injury other than pregnancy, flu, strained or sprained muscle or fractured limb?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

CAI9111

**This application is not complete unless signed and dated on the back**

	<b>Section II – Complete for Simplified Issue</b>	<b>Applicant</b>	<b>Spouse</b>	<b>Children</b>
3	In the last 7 years have you been treated for or diagnosed with cancer or any malignancy, which includes carcinoma, sarcoma, Hodgkin's Disease, leukemia, lymphoma, or malignant tumor? Cancer does not include basal cell or squamous cell carcinoma.	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Have you ever been treated for or diagnosed with a) a stroke, a heart attack, a heart condition, heart trouble, or any abnormality of the heart (including artery disease), diabetes, or any liver disorder; b) kidney (renal) failure or end stage kidney (renal) disease; c) organ transplant; d) emphysema or e) now taking 3 or more medications for high blood pressure?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	Have you ever sought advice or treatment for alcohol abuse, been arrested for driving under the influence of or while impaired by alcohol, or been arrested for or used illegal drugs or narcotics?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

If you answered Yes to any question for Child Coverage, indicate name of Child/Children

To the best of my knowledge and belief, the answers to the questions on this application are true and complete. They are offered to Continental American Insurance Company as the basis for any insurance issued.

- Does this coverage replace or change any existing insurance?  YES  NO
- If "Yes," provide carrier and policy number: \_\_\_\_\_

CERTIFICATION: I have read the completed application and I realize any false statement or misrepresentation in the application may result in loss of coverage under the certificate. I understand that no insurance will be in effect until my application is approved and the necessary premium is paid.

Coverage will not become effective unless you are actively at work on the date of the enrollment and the effective date of coverage.

I authorize my employer to deduct the appropriate dollar amount from my earnings and to deduct and pay Continental American Insurance Company the premium required thereafter each pay period for my insurance.

Deduction start date \_\_\_\_\_

**Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.**

Date \_\_\_\_\_ Signature of Applicant \_\_\_\_\_ State of Enrollment \_\_\_\_\_

Date \_\_\_\_\_ Signature of Agent \_\_\_\_\_ Agent # \_\_\_\_\_



2801 Devine Street, Columbia, South Carolina 29205

**RIDER TO GROUP TERM LIFE INSURANCE**  
**AUTOMATIC BENEFIT INCREASE**

**Providing Additional Term Life Insurance to the end of the Planned Level Term on the Life of the [Employee]**

If this Benefit is shown on the Certificate Schedule, then We will provide the Benefit described to the [Employee]. The Benefit is available on the [Employee's] first six (6) Certificate anniversaries.

**BENEFIT**

Subject to other terms of this Benefit, We will:

- Increase the Premiums by the percentage shown in the Certificate Schedule;
- Provide Additional Term Life Insurance to the end of the Planned Level Term for the [Employee];
- [Increase the Accidental Death, Loss of Sight and Dismemberment Benefit covering the [Employee] according to the same schedule and in the same percentage amounts indicated in the Certificate Schedule, subject to the Limitations below;]
- [Increase the Waiver of Premium Benefit covering the [Employee] according to the same schedule and in the same percentage amounts indicated in the Certificate Schedule, subject to the Limitations below;] and
- Give the [Employee] a notice showing the additional amount of insurance.

Before each increase, We will send the [Employee] a notice showing:

- The amount of increase; and
- The new total Certificate Premium.

Before or within 30 days after any increase:

- The [Employee] can decline it by sending Us a written request;
- The increase will then be void; and
- We will refund any Premium paid for the increase.

No increases will be offered:

- After the [Employee] declines an increase; or
- When Premiums for the Insured's coverage are no longer paid by or through the Policyholder.

The additional insurance will be based on the [Employee's] class of risk as of the Certificate Date and His Attained Age on the date of the increase.

Additional Premiums will be due beginning on the anniversary of the [Employee's] Certificate when increases occur.

The right to select this Benefit ceases at the [Employee's] Age [61].

Increases will occur on the first through the sixth anniversaries of the [Employee's] Certificate anniversaries.

However, if an increase will cause coverage to exceed the Maximum Issue Amount:

- We will limit the increase and the Premium charged for it so that the sum of coverage equals the Maximum Issue Amount; and
- This Benefit Ends.

This Benefit does not apply to either the Accelerated Living Benefit for Critical Illness or the Family Term Life Insurance Benefit.

### **DEATH BENEFIT**

The Death Benefit provided by this Benefit on the life of the [Employees] is the sum of:

- The Automatic Benefit Increases In Force under this Benefit;
- The portion of Premium paid for a period beyond the month in which the Insured died; and

less the sum of:

- Any Accelerated Benefit paid that accelerates Benefits of this Benefit; and
- Unpaid Premium due for the month that the Insured died.

Interest on single sum Death Benefits of this Benefit will be paid when Interest is payable on the Certificate's Death Proceeds.

### **BENEFICIARY**

We will pay the Benefits in keeping with the Beneficiary designation of the Certificate. The [Employee] can change the Beneficiary of this Benefit. To do so, the [Employee] must follow the change of Beneficiary procedure in the Certificate.

### **PREMIUMS**

Premiums for the additional insurance provided by this Benefit are payable until the end of the Planned Level Term Period.

### **LIMITATIONS AND EXCLUSIONS**

[Increases to the Accidental Death, Loss of Sight and Dismemberment Benefit will cease when that Benefit reaches \$100,000. We will prorate any increase that would otherwise exceed this limitation.]

The right to receive Automatic Benefit Increases will end on any Certificate anniversary when:

- The [Employee] does not accept an increase provided by this Benefit;
- The [Employee] declines to pay the additional Premium;
- The [Employee] returns the notice showing the additional amount of insurance within 31 days after the [Employee] receives it;
- The [Employee's] total coverage equals the Maximum Benefit; or

- Premiums for the Certificate are no longer paid by or through the Policyholder named on the Application for the Policy.

The right to receive Automatic Benefit Increases also ends:

- If the Certificate Lapses;
- When the [Employee] makes a written request to cancel this Benefit; or
- On the [6<sup>th</sup>] Certificate anniversary.

Termination of the right to Automatic Benefit Increases is without prejudice to prior increases, so long as the Premiums for those increases are paid.

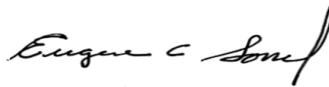
[If coverage is Non-Contributory, the Policyholder must exercise or elect not to exercise all options of Covered [Employees] on a non-discriminatory basis.]

This benefit does not increase the Amount of Life Insurance coverage provided for the [Employee's] Spouse or Children.

The right to receive Additional Benefit Increases cannot be reinstated once it is ended.

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

**Signed for the Company at its Home Office**



**President**



2801 Devine Street, Columbia, South Carolina 29205

## **RIDER TO GROUP TERM LIFE INSURANCE**

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

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

#### **GENERAL INFORMATION**

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

#### **BENEFITS**

##### **Accidental Death Benefit**

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

##### **Loss Of Sight And Dismemberment Benefits**

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

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

##### **Seat Belt Benefit**

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

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

This Benefit is in addition to other Optional Benefits.

#### **DEFINITIONS**

**Common Carrier** means a conveyance that:

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

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

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

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

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

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

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

The diagnosis must be made:

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

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

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

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

## LIMITATIONS AND EXCLUSIONS

The loss must occur within 180 days after the Accident

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

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

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

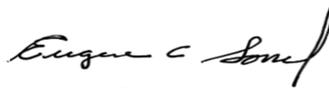
This Benefit is not payable if a loss results from:

- was caused directly or indirectly, wholly or partly, from suicide or attempted suicide, whether sane or insane, or any intentionally self-inflicted Injury; or
- resulted from or occurred while committing an assault or felony, or resisting or fleeing from arrest; or

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

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

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

A handwritten signature in cursive script, appearing to read "Eugene C. Smith".

**President**



2801 Devine Street, Columbia, South Carolina 29205

## **RIDER TO GROUP TERM LIFE INSURANCE**

### **FAMILY TERM LIFE RIDER**

If this Benefit is shown on the Certificate Schedule, then We will provide the Benefit described below. The Benefit is available to those Covered Persons designated in the Certificate Schedule as covered by Family Term Life Rider. Losses covered by this Rider must occur prior to the termination date as it is shown in the Certificate Schedule.

#### **BENEFIT**

This Rider provides Group Term Life Insurance on the [Employee's] covered Eligible Dependents. The Amount of Life Insurance for each Covered Person is shown on the Certificate Schedule.

The Maximum Death Benefit for the Spouse and for Children is shown on the Certificate Schedule. Spouse Coverage ceases at age [70] [and child coverage ceases at age [26]]. Coverage is convertible.

#### **GENERAL INFORMATION**

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

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

A handwritten signature in cursive script that reads "Eugene C. Smith".

**President**



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

**RIDER TO GROUP TERM LIFE INSURANCE**

**OPTIONAL QUALITY OF LIFE ACCELERATION BENEFIT  
(PROVIDING ACCELERATED BENEFITS FOR LONG TERM CARE SERVICES)  
FOR [EMPLOYEE] [AND] [SPOUSE] ONLY**

**THIS OPTIONAL BENEFIT IS NOT INTENDED TO BE TAX QUALIFIED UNDER SECTION 7702 (b) OF THE INTERNAL REVENUE CODE.**

**THE [EMPLOYEE] SHOULD SEEK THE ASSISTANCE OF A PERSONAL TAX ADVISOR PRIOR TO MAKING A CLAIM FOR THE OPTIONAL QUALITY OF LIFE ACCELERATION BENEFIT IN ORDER TO DETERMINE ANY TAX IMPACT.**

If this Optional Benefit is shown on the Certificate Schedule, then We will provide the Benefit described below. Eligibility for coverage under this Optional Benefit is limited to the [Employee] and Spouse. The Benefit is available to the [Employee] [and Spouse] as shown on the Certificate Schedule as covered for the Optional Quality of Life Acceleration Benefit. Losses covered by this Optional Benefit must commence prior to the termination of this Rider. This Rider terminates at the end of the Planned Level Premium Period.

**GENERAL INFORMATION**

This Optional Benefit provides accelerated payment of the Amount of Life Insurance for the [Employee] [or Spouse] if [either] [he] is Chronically Ill and receives one or more of the Long Term Care Services for which this Optional Benefit provides Benefits commencing while this Benefit is In Force.

If this Accelerated Benefit is paid, the Amount of Life Insurance payable at the [Employee's] [or Spouse's] death will be reduced by the amount of the Accelerated Benefit paid. If the Accelerated Benefit paid is equal to the Amount of Life Insurance for the [Employee] [or [Employee's] Spouse], insurance on the Covered Person terminates and nothing will be paid at the death of the [Employee] [or Spouse].

**DEFINITIONS**

**Activities of Daily Living** are Bathing, Contenance, Dressing, Eating, Toileting and Transferring as defined below:

- Bathing means that the Claimant is able to wash in a bathtub or in a shower by taking a sponge bath without the standby or actual assistance of another person. A Claimant is able to bathe if the only assistance required is adaptive equipment or devices.
- Contenance means that the Claimant is able to maintain a reasonable level of personal hygiene associated with bowel and bladder function without the standby or actual assistance of another person. A Claimant is continent if unable to control bowel or bladder function but is able to maintain a reasonable level of personal hygiene using ostomy supplies or other devices such as diapers, protective undergarments or catheters.
- Dressing means that the Claimant is able to put on or take off clothing and medically necessary trusses, braces and artificial limbs without the standby or actual assistance or another person. A Claimant is able to dress if the only assistance required is modified fasteners, zippers or snaps.

- Eating means that the Claimant is able to consume food that has already been prepared and made available without the standby or actual assistance of another person. A Claimant is able to eat if the only assistance required is adaptive utensils.
- Toileting means that the Claimant is able to get to and from the toilet, and on or off the toilet and to maintain a reasonable level of personal hygiene, without the standby or actual assistance of another person. A Claimant is able to toilet if using a commode, urinal or bedpan and able to empty and clean it.
- Transferring means that the Claimant is able to move from a bed to a wheelchair, other type of conveyance or furniture and to return to bed without standby or actual assistance of another person. A Claimant is able to transfer if able to do so by use of equipment such as canes, quad canes, crutches, grab bars, other support devices, mechanical or motorized devices.

**Adult Day Care** means a program of professional, para-professional or skilled care provided at an Adult Day Care Center including;

- necessary assistance in Bathing, Continence, Dressing, Eating, Toileting and Transferring;
- physical and restorative therapy;
- nutritional services and counseling; and
- constant supervision if a Physician has determined that a Severe Cognitive Impairment results in a need for such supervision.

**Adult Day Care Center** means a facility which:

- is licensed or certified by the state as an Adult Day Care Facility; or
- if licensing as an Adult Day Care Center is not available in the state in which the facility is located, the facility must:
  - a. provide or be able to arrange for nursing care under the supervision of a registered nurse;
  - b. provide planned therapeutic, social and educational activities;
  - c. maintain written records of services provided to each patient;
  - d. have a full-time administrator; and
  - e. provide or arrange to provide:
    - necessary assistance in Bathing, Continence, Dressing, Eating, Toileting and Transferring;
    - physical and restorative therapy;
    - nutritional services and counseling; and
    - constant supervision if a Physician has determined that a Severe Cognitive Impairment results in a need for such supervision.

Adult Day Care Center will not include a Nursing Home, hospital, boarding home, home for the aged or mentally ill, rest home, a place that provides domiciliary, residential, or retirement care, or a place which is operated primarily for the treatment of alcoholics or drug addicts.

**Assisted Living Care Facility** means a facility engaged primarily in providing ongoing care and related services to a minimum of five residents in one location and meets all of the following standards:

- provides care and services sufficient to support the needs of a Chronically Ill person and has a trained and ready-to-respond employee on duty at all times to provide such care;
- is licensed by the appropriate licensing agency, if such licensing is required, to provide such care;
- has made formal arrangements for the services of a Physician or licensed nurse to provide such care;
- has appropriate methods and procedures in place for handling and administering drugs.

**Chronic Illness** means that the Claimant has been certified within the last 12 months, by a Licensed Health Care Practitioner as:

- Being unable to perform (without substantial assistance from another individual) at least two Activities of Daily Living for a period of at least 90 days due to a Loss of Functional Capacity; or
- Requiring substantial supervision to protect the Claimant from threats to health and safety due to Severe Cognitive Impairment.

We may allow the term Chronically Ill to include a level of disability, as determined under regulations prescribed by the Secretary of the Treasury in consultation with the Secretary of Health and Human Services, which is similar to the level of disability as described above.

**Full Month** means a 30 day consecutive day period starting on the first day a Claimant receives services covered by this Rider. Full Month also means each successive 30 consecutive day period.

**Home Health Care** means a program of professional, para-professional or skilled care provided through a Home Health Care Agency at home including;

- assistance with two or more Activities of Daily Living; or
- occupational, respiratory, physical and speech therapy; or
- services requiring the skills of a licensed social worker; or
- nursing care services requiring the skills of a licensed nurse; or
- constant supervision required when a Physician has determined that the Claimant has a Severe Cognitive Impairment.

**Home Health Care Agency** means an agency or organization:

- which is appropriately licensed (if such licensing is required in the state where such agency operates) or is state or federally certified to provide Home Health Care supervised on a full-time basis by a Physician or a registered nurse; and
- which maintains a complete medical record of each patient.

**Loss of Functional Capacity** means the inability to engage, without substantial assistance, in two or more Activities of Daily Living.

**Nursing Home** is a place which:

- is licensed by the state as a skilled nursing facility, a convalescent nursing facility, a convalescent hospital, a convalescent unit of a hospital, an intermediate care facility, or custodial care facility;
- provides skilled, intermediate, or custodial nursing care under the supervision of a Physician or registered nurse;
- provides 24-hour nursing services by or under the supervision of a licensed nurse; and
- maintains a daily medical record of each patient which is available for review.

Nursing Home does not mean a hospital, clinic, boarding home, home for the aged or mentally ill, rest home, community living center, a place that provides domiciliary, residential, or retirement care, a place which operates primarily for the treatment of alcoholics or drug addicts, or a hospice.

**Severe Cognitive Impairment** means a deterioration or loss in intellectual capacity that is measured by clinical evidence and standardized tests which reliably measure impairment in:

- short or long-term memory;
- orientation to people, places or time; and
- deductive or abstract reasoning.

## **BENEFIT**

When an [Employee] and/or the [Employee's] covered Spouse] is diagnosed as Chronically Ill and receives one or more of the Long Term Care Services listed below, We will pay the Beneficiary a Benefit.

- The Benefit is 5% of the Amount of Life Insurance shown on the Certificate Schedule for each Full Month during which the [Employee] [or Spouse is] continuously confined as a registered bed patient to a Nursing Home or an Assisted Living Care Facility. This Benefit will be payable for a maximum of 20 months. No benefit is payable for confinement of less than a Full Month.
- The Benefit is 2.5% of the Amount of Life Insurance shown on the Certificate Schedule for each Full Month during which the [Employee] [or Spouse] receives Home Health Care or Adult Day Care, on at least 20 calendar days. This Benefit will be payable for a maximum of 40 months.

## LIMITATIONS AND EXCLUSIONS

Children are not eligible to be insured under this Rider.

We must receive consent of all irrevocable Beneficiaries..

Only those Long Term Care Services specifically listed and defined in this Rider are covered.

No Accelerated Benefit is payable under this Rider if Chronic Illness:

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

No Accelerated Benefit is payable under this Rider for:

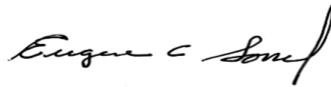
- Services for care or treatment provided by a Relative; or
- Services for care or treatment provided in a government facility (unless otherwise required by law); or
- Shopping, housekeeping or transportation services; or
- Services for care or treatment incurred outside the United States and its territories or Canada; or
- Services or items covered by Title XVIII of the Social Security Act or Medicare deductibles and coinsurance amounts. The indemnity Benefits are payable regardless of what Medicare pays or does not pay.

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

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

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

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

A handwritten signature in cursive script, appearing to read "Eugene C. Smith".

**President**



2801 Devine Street, Columbia, South Carolina 29205

## **RIDER TO GROUP TERM LIFE INSURANCE**

### **ACCELERATED LIVING BENEFIT FOR CRITICAL ILLNESS**

**This is a Life Insurance Rider, which pays, Accelerated Death Benefits at your option under conditions specified in this Rider. This Rider is not intended to provide Health, Nursing, Home or Long Term Care Insurance. Benefit payments may affect your eligibility to receive Medicaid and other Government Benefits or entitlements.**

**Benefits paid under this Rider may be taxable. You should consult your personal tax advisor to assess the impact of this benefit.**

If this Benefit is shown on the Certificate Schedule, then We will provide the Benefit described. The Benefit is available to those Covered Persons designated in the [Employee's] Certificate Schedule as covered for the Accelerated Living Benefit for Critical Illness. Losses covered by this Benefit must occur prior to the termination of this Rider. This Rider will terminate at the end of the Planned Level Premium Period.

#### **GENERAL INFORMATION**

This Benefit provides accelerated payment of the Amount of Life Insurance if a Covered Person is diagnosed with a Critical Illness.

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

#### **BENEFIT**

We will pay the Beneficiary an Accelerated Living Benefit for Critical Illness when a Physician diagnoses a Covered Person as having a Critical Illness. Payment of benefits is based upon Date of Diagnosis made after the Effective Date of Insurance.

The Policyholder selects among three Maximum Accelerated Living Benefit options for their [Employees]: 100%, 50% or 25% of the Maximum Accelerated Living Benefit for Critical Illness shown on the Certificate Schedule. The Certificate Schedule includes the option selected.

The Benefit payable after the Covered Person reaches Attained Age 65 will be reduced by 50%. This reduction will not affect the Death Benefit amount unless the acceleration benefit is utilized.

In no event will the Maximum Accelerated Living Benefit for Critical Illness exceed \$100,000.

The Benefit for a Covered Person for each listed Critical Illness is a percentage of the Maximum Accelerated Living Benefit for Critical Illness shown on the Certificate Schedule.

Covered Critical Illnesses and the applicable percentages of the Maximum Accelerated Living Benefit for Critical Illness are shown below.

<b>Critical Illness</b>	<b>%</b>	<b>Critical Illness</b>	<b>%</b>
Cancer	100%	Stroke	100%
End Stage Renal Failure or Kidney Transplant	100%	Occupational HIV	100%
Heart Attack	100%	Coronary Artery Bypass Surgery	25%
Major Organ Transplant (except Kidney Transplant)	100%	Carcinoma in Situ	25%

Please review the Definitions in the Policy as well as the Limitations and Exclusions of this Benefit for full descriptions of Critical Illnesses and non-covered losses.

**DEFINITIONS**

**Cancer (internal or invasive)** means a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of distant tissue. Cancer includes Leukemia. Excluded are Cancers that are non-invasive such as:

- Pre-malignant tumors or polyps;
- Carcinoma in Situ;
- Any skin cancers except melanomas;
- Basal cell carcinoma and squamous cell carcinoma of the skin; and
- Melanoma that is diagnosed as Clark’s Level I or II or Breslow less than .77mm.

Cancer is also defined as disease which meets the diagnosis criteria of malignancy established by The American Board of Pathology after a study of the histocytologic architecture or pattern of the suspect tumor, tissue or specimen.

**Carcinoma in Situ** means Cancer that is in the natural or normal place, confined to the site of origin without having invaded neighboring tissue.

Cancer and/or Carcinoma in Situ must be diagnosed in one of two ways:

- **Pathological Diagnosis** - A Pathological Diagnosis of Cancer or Carcinoma in Situ is based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of diagnosis must be done by a Certified Pathologist whose diagnosis of malignancy is in keeping with the standards set up by the American Board of Pathology.
- **Clinical Diagnosis** - A Clinical Diagnosis of Cancer or Carcinoma in Situ is based on the study of symptoms.

We will pay benefits for a Clinical Diagnosis only if:

- A Pathological Diagnosis cannot be made because it is medically inappropriate or life-threatening; and
- there is medical evidence to support the diagnosis; and
- a doctor is treating an Insured for Cancer and/or Carcinoma in Situ.

**Critical Illness** means:

- Heart Attack;
- Stroke;
- Coronary Artery Bypass Surgery;
- Cancer (internal or invasive);
- Carcinoma in Situ;
- Major Organ Transplant;

- Kidney Failure; or
- Occupational HIV.

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

**Date of Diagnosis** means for:

- **Cancer and/or carcinoma in situ:** The day the tissue specimen, blood samples and/or titer(s) are taken on which the first diagnosis of cancer or carcinoma in situ is based.
- **Heart attack:** The date that the death (infarction) of a portion of the heart muscle occurred based on the criteria listed under the Heart Attack definition.
- **Stroke:** The date a stroke occurred based on documented neurological deficits and neuroimaging studies.
- **Kidney failure:** The date that a Physician recommends that an Insured begin renal dialysis.
- **Major organ transplant surgery or coronary artery bypass surgery:** The date the surgery occurs for covered transplants or covered coronary artery bypass surgery.

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

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

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

**Major Organ Transplant** means surgery to transplant into a Covered Person one or more of the following organs separately or in any combination that is advised or recommended by a Physician:

- Heart
- Kidney
- Liver
- Lung
- Pancreas.

**Occupational HIV** means that a Covered Person initially contracted and was diagnosed with Human Immunodeficiency Virus (HIV) after the Date of Certificate, subject to the following:

- The cause of the HIV must be from accidental cutaneous exposure through abraded skin, percutaneous exposure, or mucocutaneous exposure;
- an incident report (notice of exposure) on a form acceptable to the Company, which describes the nature of the exposure to HIV, must be filed with the Covered Person's employer within 48 hours and be sent to the Company, as soon as reasonably possible, after the exposure;
- the Covered Person must not have previously tested positive for HIV, or if he had previously tested positive for HIV, he subsequently tested negative for HIV prior to the date of exposure;

- the Covered Person must have a preliminary screening test, such as an ELISA or other appropriate Food and Drug Administration (FDA) approved test (other than saliva or urine testing), for HIV within 14 days of exposure at an authorized laboratory other than the laboratory of his employer.
- We must receive notification:
  1. of the results of that test as soon as reasonably possible; and
  2. that the results are negative; and
  3. thereafter, the Insured must test HIV positive within 26 weeks of the date of exposure reported above. We must receive notification of HIV positive test results as soon as reasonably possible.

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

### **PRE-EXISTING CONDITION LIMITATION**

Any loss due to a Pre-existing Condition will not be covered if the loss begins within 12 months after the Covered Person's Effective Date of Insurance. [However, Benefits may be paid for a loss due to a Pre-existing Condition of a Covered Person who was covered:

- by a Replaced Policy; and
  - by this Policy on its Initial Effective Date.
1. We will review the claim. If this Policy's Pre-Existing Condition Exclusion does not apply, We will pay the Benefits of this Policy.
  2. If the Covered Person does not satisfy this Policy's Pre-Existing Condition Exclusion, but can satisfy the Replaced Policy's pre-existing condition exclusion giving credit for all time insured under both policies; then We will pay the lesser of:
    - (a) this Policy's Benefit without applying the Pre-Existing Condition Exclusion; or
    - (b) the Benefit of the Replaced Policy.

Any payment under "(a)" or "(b)" above will be in accord with all terms of the relevant policy.

3. If the Covered Person does not satisfy the Pre-Existing Condition Exclusion of this Policy or that of the Replaced Policy, no Benefit will be paid.]

### **LIMITATIONS AND EXCLUSIONS**

A Critical Illness must be diagnosed during the lifetime of the Covered Person. For Cancer, the first diagnosis of Cancer must be made while the policy is in force. Cancer that has spread from Cancer diagnosed prior to the policy effective date is not covered under this benefit.

We must receive consent of all irrevocable Beneficiaries to pay this Benefit.

We must receive a claim form for this Benefit during the lifetime of the Covered Person diagnosed with a Critical Illness for the benefit to be paid.

The diagnosis of Cancer or Carcinoma in Situ must occur at least [30] days after the Effective Date of Insurance.

No benefits will be paid for HIV contracted outside the United States.

Only those Critical Illnesses specifically listed and defined in this Rider are covered by the Accelerated Living Benefit for Critical Illness.

In no event shall payment under this Benefit for all Critical Illnesses of a Covered Person exceed the lesser of the amount specified for this Benefit on the Certificate Schedule or \$100,000 during the entire time that insurance on a Covered Person is in effect.

Only one Accelerated Living Benefit for Critical Illness shall be paid on behalf of any one Covered Person for any one of the eight named Critical Illnesses covered by this Benefit. After an Accelerated Living Benefit for Critical Illness is paid for any one of the eight named Critical Illnesses, no additional Benefit will later be payable under this Benefit for that Critical Illness, even for recurrence.

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

When a named Critical Illness is contributed to or caused by another named Critical Illness, We will pay only one Benefit. The Benefit paid will be the larger. If the Benefits are equal, the Insured may choose the Benefit to be paid. For two separate Critical Illnesses to be unrelated, the Dates of Diagnosis must be at least [30] days apart.

A Physician must diagnose a covered Critical Illness.

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

The Accidental Death, Loss of Sight and Dismemberment benefit provided by the Certificate or an Optional Rider will not increase or decrease the Accelerated Living Benefit for Critical Illness.

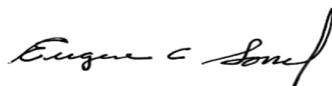
The Accelerated Living Benefit for Critical Illness does not cover the removal of bodily organs from a Covered Person for transplant to another person.

No Accelerated Living Benefit for Critical Illness is payable for skin Cancer, other than malignant melanoma.

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

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

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



**President**



2801 Devine Street, Columbia, South Carolina 29205

## **RIDER TO GROUP TERM LIFE INSURANCE**

### **OPTIONAL ACCELERATED BENEFIT FOR TOTAL DISABILITY (EMPLOYEE ONLY)**

**This is a Life Insurance Rider, which pays, Accelerated Death Benefits at your option under conditions specified in this Rider. This Rider is not intended to provide Health, Nursing, Home or Long Term Care Insurance. Benefit payments may affect your eligibility to receive Medicaid and other Government Benefits or entitlements.**

**Benefits paid under this Rider may be taxable. You should consult your personal tax advisor to assess the impact of this benefit.**

This Optional Benefit is only available when the [Employee] is under the Attained Age of 65. If this Optional Benefit is shown on the Certificate Schedule, then We will provide the Benefit described. Losses covered by this Rider must commence prior to the termination date for this Benefit shown in the Certificate Schedule. Benefits under this rider terminate at the [Employee's] Attained Age of 65. This Rider terminates at the end of the Planned Level Premium Period.

#### **General Information**

This Rider provides accelerated payment of the Amount of Life Insurance if the [Employee] suffers a Total Disability.

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

#### **Benefit**

We will pay an Accelerated Benefit for Total Disability when provided with Proof of Loss showing that the [Employee] is Totally Disabled. Proof of Loss must show that the Total Disability began while this Benefit was In Force, and before the Termination Date for this benefit shown on the [Employee's] Certificate Schedule.

The Accelerated Benefit for Total Disability shown on the Certificate Schedule will be paid on the first day of the Calendar Month after the [Employee] has been Totally Disabled by Injury or Sickness for the Elimination Period for this Benefit shown on the Certificate Schedule. We will pay the Accelerated Benefit for Total Disability on the first day of each succeeding Calendar Month so long as the [Employee] is then and has been continuously Totally Disabled and We receive regular Proof of Loss. Payment of the Benefit is limited to the number of months shown on the Certificate Schedule during the entire time this Rider is In Force. No pro-rata or partial Benefit is payable if Total Disability ends during a Calendar Month.

When this Benefit has been paid, a new Elimination Period will apply to any later period of Total Disability that begins more than 60 days after the prior period of Total Disability ended. This applies whether the periods of Total Disability are due to the same causes, related causes or different causes.

### **Definitions**

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

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

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

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

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

### **Limitations and Exclusions**

We must receive consent of all irrevocable Beneficiaries.

The [Employee] named on the Certificate Schedule is the only person covered by this Benefit.

[No Accelerated Benefit for Total Disability is payable when the Total Disability is brought about by a Critical Illness for which Benefits are paid or payable under an Optional Rider.]

Payment of the Accelerated Benefit for Total Disability is limited to the number of months shown on the Certificate Schedule during the entire time that this Rider is In Force.

No Accelerated Benefit for Total Disability is payable if Total Disability:

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

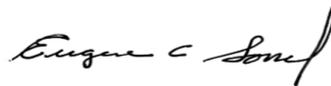
- Results from Substance Abuse. (This will not exclude a condition brought about by the [Employee's] use of drugs prescribed by and taken in accordance with the directions of a Physician.)

[If two or more Accelerated Benefits are payable on behalf of the same [Employee] under the his Certificate, this Rider or another Optional Rider for the same or related Sickness, Injury, or other loss, We will pay only one Accelerated Benefit. The [Employee] is entitled to choose the Accelerated Benefit that We will pay.]

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

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

Signed for the Company at its Home Office

A handwritten signature in cursive script, appearing to read "Eugene C. Smith".

President

SERFF Tracking Number: CAIC-126341349 State: Arkansas  
Filing Company: Continental American Insurance Company State Tracking Number: 43765  
Company Tracking Number: 7384  
TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -  
Fixed/Indeterminate Premium  
Product Name: Term Life 2009  
Project Name/Number: Arkansas/7384

## Supporting Document Schedules

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Flesch Certification

**Comments:**

**Attachments:**

CAIC\_READ\_CERT.pdf

CAICCertComp.pdf

**Item Status:** **Status**  
**Date:**

**Bypassed - Item:** Application

**Bypass Reason:** The new applications have been submitted under the form tabs.

**Comments:**

## READABILITY CERTIFICATION

I, James J. Hennessy, hereby certify that the following form has the following combined policy, certificate, riders and applications readability score as calculated by the Flesch Reading Ease Test: 40

### Form

CAI9100	Master Policy
CAI9101AR	Certificate of Insurance
CAI9110	Master Application
CAI9111	Enrollment Application
CAI9137	Automatic Increase Rider
CAI9142	Family Term Rider
CAI9143	Accidental Death, Loss of Sight & Dismemberment Benefit Rider
CAI9144	Quality of Life Acceleration Rider
CAI9145	Accelerated Living Benefit for CI Rider
CAI9146	Accelerated Benefit for TD Rider

October 13, 2009

\_\_\_\_\_  
Date

\_\_\_\_\_  
James J. Hennessy, AIRC, CCP  
Vice President, Compliance  
Continental American Insurance Company



**Continental American**  
**INSURANCE COMPANY**

2801 Devine Street, Columbia, South Carolina 29205

**CERTIFICATION OF COMPLIANCE**

I have reviewed or supervised the review of the form contained in the filing and hereby certify that to the best of my knowledge and belief they are in compliance with the applicable statues, regulations and bulletins of the State of Arkansas. I further certify that they will be revised and/or discontinued in the event of future changes in the statues, regulations, or bulletins which would prohibit the use of such forms.

A handwritten signature in black ink, appearing to read "James J. Hennessy".

---

James J. Hennessy, AIRC, ACP, CCP  
Vice President, Compliance

October 13, 2009

Date

SERFF Tracking Number: CAIC-126341349 State: Arkansas  
 Filing Company: Continental American Insurance Company State Tracking Number: 43765  
 Company Tracking Number: 7384  
 TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -  
 Fixed/Indeterminate Premium  
 Product Name: Term Life 2009  
 Project Name/Number: Arkansas/7384

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
10/13/2009	Form	Master Policy	10/14/2009	CAI9100 MP.pdf (Superseded)
10/13/2009	Form	Certificate	10/14/2009	CAI9101AR Cert.pdf (Superseded)
10/13/2009	Form	AD&D Benefit Rider	10/14/2009	CAI9143 AD&D Rider.pdf (Superseded)
10/13/2009	Form	ALB for CI Rider	10/14/2009	CAI9145 Accelerated Benefit For CI.pdf (Superseded)
10/13/2009	Form	AB for TD Rider	10/14/2009	CAI9146 Accelerated Benefit For TD.pdf (Superseded)



2801 Devine Street, Columbia, South Carolina 29205

## **GROUP TERM LIFE INSURANCE POLICY**

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

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

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

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

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

Signed for the Company

**\*Term Life Insurance Renewable to Attained Age 95**

**[\*Convertible to Attained Age 70]**

**\*Non-participating-No Dividends**

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

### **READ YOUR POLICY CAREFULLY**

**GROUP POLICY NUMBER: [\*\*\*\*\*]**

**ISSUED TO POLICYHOLDER: [XYZ INC.]**

**INITIAL EFFECTIVE DATE: [MM/DD/YYYY] POLICY RENEWAL DATES: [MM/DD/YYYY]**

**SITUS STATE: [ANY STATE]**

## TABLE OF CONTENTS

SECTION I	SCHEDULE
SECTION [II	[PARTICIPATION REQUIREMENTS]
SECTION III	ELIGIBILITY TO ENROLL
SECTION IV	EFFECTIVE DATE OF INSURANCE
SECTION V	BENEFITS
SECTION VI	[OPTIONAL BENEFIT]  [Total Disability Waiver of Premium]
SECTION VII	DEATH BENEFIT PROVISION
SECTION VII	BENEFIT CONDITIONS, LIMITATIONS. AND EXCLUSIONS
SECTION IX	CLAIM PROVISIONS
SECTION X	RENEWAL, AMENDMENT AND TERMINATION OF POLICY
SECTION XI	TERMINATION OF INSURANCE
SECTION XII	CONTINUATION OF INSURANCE  [Conversion] [Portability]
SECTION XIII	PREMIUM PROVISIONS
SECTION XIV	ASSIGNMENT AND BENEFICIARY PROVISIONS
SECTION XV	GENERAL PROVISIONS
SECTION XVI	DEFINITIONS
SECTION XVII]	INCORPORATION OF OPTIONAL RIDERS

**SECTION I**

**SCHEDULE**

BENEFITS	ELIGIBLE PERSONS	MAXIMUM BENEFIT AVAILABLE
Insureds:	[Exempt Employees] [Hourly Employees] [Other Classes as Named in the Master App]	
Group Term Life Insurance [5][10][15][20] [or] [30] year Planned Level Premium Period [available]]	[Employees]  [Hourly Employees] [Other Classes as Named in the Master App]	[\$300,000]  [\$300,000] [\$300,000]
Basic Accidental Death and Dismemberment and Loss of Sight Benefit	[Employee] [Spouse] [Children]	AD&D – 10% of applicable Life Benefit Loss of Sight – 5% of applicable Life Benefit
Accelerated Benefit for Terminal Illness	[Employee] [Spouse] [Children]	[25] [50] [100] % [25] [50] [100] % [25] [50] [100] %
<b>[Optional Benefits]</b>		
[Total Disability Waiver of Premium]	[Employee]	[Waiver of Premium Only]
<b>[Optional Riders]</b>		
[Family Term Life Insurance Rider]	[Spouse] [Children]	[\$50,000] [\$25,000]
[Automatic Benefit Increase Rider] [Accidental Death, Loss of Sight and Dismemberment Benefit Rider]	[Employee] [Employee] [Spouse]	[00%] [\$100,000 Accidental Death Benefit] [\$50,000 Accidental Death Benefit]
[Quality of Life Accelerated Benefit Rider]	[Employee] [Spouse]	5% Nursing Home or Assisted Living Care Facility, Lifetime Max 20 months. 2.5% Home Health or Adult Day Care, Lifetime max 40 months.]
[Accelerated Benefit for Total Disability Rider]	[Employee]	[\$[200] [400] per month for 24 mos. [180]-day Elimination Period.]
[Accelerated Living Benefit for Critical Illness Rider]	[Employee] [Spouse] [Children]	[[25] [50] [100] % [25] [50] [100] % [25] [50] [100] %]

## SECTION II [PARTICIPATION REQUIREMENTS]

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

### [[ELIGIBILITY

#### [Classes of Eligible [Employees]:]

- [Exempt Employees]
- [Hourly Employees]
- [Other Classes as named in the Master Application]

#### [Classes of Eligible Dependents:]

- [Spouses of Insured Eligible Employees]]
- [Children of Insured Eligible Employees]]

## SECTION III ELIGIBILITY TO ENROLL

A person is Eligible to Enroll when He:

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

### Eligibility Requirements

[In order to enroll, an Eligible Person must be [Actively at Work (Active [Employment])]:

- [for [Exempt Employees] Actively at Work means [40] hours per [week]]
- [for [Other Named Class] Actively at Work means [40] hours per [week]]
- [for [Other Named Class] Actively at Work means [40] hours per [week]]]

[Eligible Persons must be Age 18 but not more than Age [##].]

### [Additional Eligibility Requirements for Dependents]

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

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

## SECTION IV EFFECTIVE DATE OF INSURANCE

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

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

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

- All eligible [Employees] have completed an Enrollment Form, if required, during the Waiting Period;
- The [Employee] meets the Eligibility Requirements shown on the Schedule; [and]
- The first Premium is paid [;] [.] [and]
- [the Employee] is in the Active [Employment] of the Policyholder on the Date of Certificate].

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

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

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

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

## **SECTION V BENEFITS**

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

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

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

### **A. Term Life**

The term life insurance that is offered to [Employees] and Eligible Dependents under the terms of the Policy is available with [5] [10] [15] [20] [or] [30]-year Planned Level Premiums. With Our agreement, the Policyholder selects the option(s) available to [Employees]. Options available to [Employees] are shown in the application for the Policy.

- [[Employees]] electing the 5-year Planned Level Premium Period coverage may renew twice for additional Planned Level Premium Periods of 5 years or until eligibility for coverage under the Policy ends, if earlier. Planned Level Premiums at renewal will be based on then Attained Age rates. Premium at the end of the third Planned Level Premium Period will increase annually based on then Attained Age rates until eligibility for coverage under the Policy ends.]
- [[Employees]] electing the 10-year Planned Level Premium Period coverage may renew coverage once for an additional Planned Level Premium Periods of 10 years or until eligibility for coverage under the Policy ends, if earlier. Planned Level Premiums at renewal will be based on then Attained Age rates. Premiums at the end of the second Planned Level Premium Period will increase annually based on then Attained Age rates until eligibility for coverage under the Policy ends.]

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

### **Amount of Life Insurance**

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

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

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

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

### **General Information**

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

### **Benefits**

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

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

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

### **Limitations and Exclusions**

Loss must occur within 180 days after the Accidental Injury.

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

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

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

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

### **C. Accelerated Benefit for Terminal Illness**

<p><b>THE [EMPLOYEE] SHOULD SEEK THE ASSISTANCE OF A PERSONAL TAX ADVISOR PRIOR TO MAKING A CLAIM FOR THE ACCELERATED BENEFIT FOR TERMINAL ILLNESS IN ORDER TO DETERMINE ANY TAX IMPACT.</b></p>
--

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

**General Information**

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

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

**Benefit**

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

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

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

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

**Limitations and Exclusions**

We must receive consent of all irrevocable Beneficiaries.

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

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

A Physician must diagnose a covered Terminal Illness.

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

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

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

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

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

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

### **Benefit**

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

### **Premiums to be Waived**

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

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

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

### **Limitations and Exclusions**

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

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

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

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

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

## **SECTION [VII] DEATH BENEFIT PROVISION**

### **Death Proceeds**

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

The amount of Death Proceeds is the sum of:

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

Less:

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

## **SECTION [VIII] BENEFIT CONDITIONS, LIMITATIONS AND EXCLUSIONS**

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

### **[Total Disability Waiver of Premium**

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

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

## **SECTION [IX] CLAIM PROVISIONS**

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

### **Beneficiary**

Primary Beneficiaries surviving the [Employee] will receive the Death Proceeds and Accidental Death Benefits on the life of the [Employee]. Surviving contingent beneficiaries are paid only if no Beneficiary in the prior class has survived the [Employee]. If more than one Beneficiary in a class survives the [Employee], they will share

equally, unless the [Employee's] designation provides otherwise. If there is no Beneficiary surviving the [Employee], or if no Beneficiary is named, the [Employee's] estate will be paid.

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

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

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

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

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

[The Policyholder that remits Premiums to Us will receive Premium refunds that may be due under any [Total Disability Waiver of Premium Benefit.]

[If the [Employee] has continued coverage under the Portability provision, We will refund any Premiums not due to the [Employee].]

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

#### **Notice of Claim**

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

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

#### **Proofs of Loss**

Proof of Loss must be given to Us within 90 days after a loss occurs or starts.

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

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

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

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

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

For Claims under the Total Disability Waiver of Premium Benefit:

- We may require Proof of Loss on a monthly basis if the [Employee] is Totally Disabled; and

- We will not require Proof of Loss on a monthly basis when it is no longer reasonably necessary to do so.

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

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

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

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

### **Examination and Autopsy**

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

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

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

### **Payment of Claims**

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

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

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

## **SECTION [X] RENEWAL, AMENDMENT AND TERMINATION OF POLICY**

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

### **Policyholder Renewal**

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

### **Amendment of the Policy**

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

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

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

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

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

### **Termination of the Policy**

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

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

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

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

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

### **Voluntary [Employee] Termination**

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

## **SECTION [XI] TERMINATION OF [EMPLOYEE] INSURANCE**

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

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

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

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

## **SECTION [XII] CONTINUATION OF INSURANCE**

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

### **As Required by Law or Regulation**

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

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

### **[As Required by the Family and Medical Leave Act of 1993 (FMLA)]**

Regardless of the continuation policies outlined above, the Policyholder will comply with the Family and Medical Leave Act of 1993.

During any leave taken under FMLA, the Policyholder will continue Policy coverage on the same conditions as coverage would have been provided if the covered Insured had been continuously employed during the entire leave period.

If Policy coverage terminates during the FMLA leave, coverage will be reinstated for the Insured and his covered Spouse and Children if the Insured returns to work in accordance with the terms of the FMLA leave. Coverage will be reinstated only if the person(s) had Policy coverage when the FMLA leave started, and will be reinstated to the same extent that it was In Force when that coverage terminated.]

### **[For Non-Medical Reasons]**

The Policyholder may continue insurance for up to [twelve (12) months] for Insured Persons absent from work due to temporary layoff, suspension of business operations, or Policyholder-approved leave of absence.]

### **For Illness or Accidental Injury**

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

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

### **[Conversion]**

If insurance on any Covered Person or any portion of it ceases because:

- the [Employee] is no longer employed;
- the [Employee] is no longer a member of an eligible Class;
- the [Employee] has transferred from one Class of Covered [Employee] to another Class of Covered [Employee];
- the [Employee] has died;
- the Covered Person no longer qualifies as an Eligible Dependent under the Policy;
- the Policy has been amended to terminate the insurance on any Class of [Employee]; or
- the Policy terminates.

The Covered Person is entitled to have issued, without Evidence of Insurability, an individual Policy of insurance. The individual Policy will be issued subject to the following:

- When the Policy terminates or the Policy is amended to terminate the insurance of a Class of [Employee], Conversion is only available to those Covered Persons insured under the Policy for at least five years. We

may, at Our option, agree to allow conversion to all Covered Persons, regardless of length of coverage under the Policy.

- The first Premium must be paid within 31 days after termination of coverage under the Policy.
- The individual Policy will be on a whole life or higher Premium plan available and then issued by Us and subject to Our rules then in effect regarding the minimum amount of insurance.
- When coverage of the Policy ceases entirely, the amount of insurance converted will be the amount of insurance provided by the Policy on the date that coverage ceased, less any Accelerated Benefit paid.
- When coverage of the Policy reduces because the [Employee] moves from one Class of Covered [Employee] to another Class of Covered [Employee], the amount of insurance converted will be the amount by which coverage is reduced, less any Accelerated Benefit paid.
- The Premium will be Our then customary rate applicable to the form and amount of the individual Policy, to the class of risk to which the Covered Person then belongs, and to his Attained Age on the Effective Date of the individual Policy.
- Any benefit amount not converted will be canceled for the Covered Person.
- Eligible Dependent children may convert up to three times coverage amount to a maximum of [\$25,000] without Evidence of Insurability.
- Optional Benefits will not be issued with the converted Policy.
- If a Covered Person dies during the 31-day period for payment of Premium but before an individual Policy is issued and In Force, Benefits will be paid under the Policy as provided by the terms of the [Employee's] Certificate.]

### **[Portability]**

If coverage is terminated by Us or by the Policyholder, a Covered [Employee] may continue coverage under the Policy subject to the Benefit Conditions, Limitations and Exclusions and by providing Us with satisfactory Evidence of Insurability and paying Premiums when due. We must receive the satisfactory Evidence of Insurability and the first Premium within 31 days after coverage is terminated. The Policy must be In Force on the date that the [Employee] ports coverage.

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

- has been continuously covered by the Policy for at least 6 months;
- is less than Age 70;
- is not Totally Disabled; and
- is no longer [Actively At Work] as [a] [an][Employee].

If a Covered [Employee] is no longer eligible for coverage for any other reason stated in the Termination of Eligibility provision (except death), the [Employee] may continue coverage under the Certificate by paying Premiums when due. We must receive the first Premium within 31 days after eligibility terminates.]

## **SECTION [XIII] PREMIUM PROVISIONS**

### **Premiums**

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

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

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

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

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

### **Premium Payments**

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

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

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

### **Change in Premium**

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

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

### **Premium Refunds**

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

## **SECTION [XIV] ASSIGNMENT AND BENEFICIARY PROVISIONS**

### **Assignment**

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

### **Beneficiaries**

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

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

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

## **SECTION [XV] GENERAL PROVISIONS**

### **Agreements and Policy Changes**

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

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

### **Certificates**

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

- the insurance protection provided, including;
- any insurance for Spouse and/or Children; [and]
- to whom the insurance Benefits are payable[;][.][and]
- [the Portability rights provided by the Policy.]

### **Clerical Error**

No Clerical Error by the Policyholder will:

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

### **Conformity with State Statutes**

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

### **Data Required**

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

### **Entire Contract**

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

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

### **Evidence of Insurability**

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

### **Grace Period**

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

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

### **Incontestability**

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

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

- the person insured; or,

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

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

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

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

### **Legal Actions**

Legal Action cannot be taken against Us:

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

### **Misstatement of Age**

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

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

### **Non-Participating**

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

## **SECTION [XVI] DEFINITIONS**

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

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

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

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

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

- a weekend;
- holidays;
- paid vacations;

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

[Persons classified as [part-time][or][temporary] workers by the Employer or Policyholder are not Actively At Work except as agreed between the Policyholder and the Company.]

[Persons On Strike are [not] Actively At Work [except][as] agreed by the Policyholder and the Company.]

[The Active Employment must be for an Employer that has a workforce of Employees who are Eligible for Policy Coverage.]

[**Active Member(ship)** is defined in the Definition of “Member”.]

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

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

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

[**Association** means an entity that:

- has been actively in existence for the time required under the laws of Situs State;
- has been formed and maintained in good faith for purposes other than obtaining insurance;
- does not condition its membership in the association on any health status-related factor relating to an individual (including an Employee of an Employer or a dependent of any Employee);
- makes insurance coverage it offers available to all members regardless of any health status-related factor relating to the members (or individuals eligible for coverage through a member);
- does not make insurance coverage it offers available other than in connection with a Member of the Association; and
- meets any additional requirements that may be imposed under the laws of Situs State.]

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

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

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

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

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

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

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

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

Child does not include a:

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

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

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

[**Class** means a group of persons that We and the Policyholder have agreed to insure.]

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

[**Covered Employee** means the Eligible Employee, when covered by the Policy.]

[**Covered Employee** also means a person who has ported coverage as allowed by the Portability provision.]

[**Covered Member** means the Eligible Member, when covered by the Policy.]

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

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

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

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

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

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

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

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

[**Eligible Employee** means a person who:

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

[**Eligible Person** means someone who:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Illness** means Sickness or disease of a Covered Person.

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

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

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

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

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

**[Member or Active Member(ship)]** means a person who is in a Class shown on the Schedule [and in good standing as defined by the [Association's] requirements and bylaws].]

**Non-Contributory** means coverage under the Policy for which the Policyholder is paying the entire Premium. The Certificate Schedule indicates if all Premiums are paid by the Policyholder.

**[On Strike (Strike)]** means that the [Employee] and other employees acting together:

- Have ceased work, or
- Are refusing to work or to continue to work for the [Employee's] Employer.

The Strike must be authorized under the rules of a union or unions representing the Insured and other striking Employees.

The union or unions authorizing the strike must be recognized by the [Employee's] Employer for collective bargaining purposes.

The Strike must be lawful and must not take place while a labor contract is still in effect.]

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

Physician does not include:

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

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

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

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

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

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

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

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

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

**[Pre-existing Condition** means any of the following which a Physician has treated or for which a Physician has advised treatment for the Covered Person within 12 months before the Covered Person's Effective Date of Insurance:

- [Heart Attack;]
- [Stroke;]
- [Cancer;]
- [Carcinoma in Situ;]
- [End-Stage Renal Failure]; [or]
- [Occupational HIV].

Pre-existing Condition [also] means [any of] the following which a Physician has treated or for which a Physician has advised treatment (by transplant, bypass surgery, medication or otherwise) of the Covered Person within 12 months before the Covered Person's Effective Date of Insurance:

- [failure of the liver, kidney(ies), pancreas, or lung(s);]
- [failure of the heart;] [or]
- [coronary artery disease][.]

Pre-existing Condition also means that a Physician has given a Tentative Diagnosis of Cancer or Carcinoma in Situ of the Covered Person within 12 months before the Covered Person's Effective Date of Insurance.]

[Pre-existing Condition [also] means a condition causing Total Disability which a Physician has treated or for which a Physician has advised treatment of the [Employee] within 12 months before the [Employee's] Effective Date of Insurance.]

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

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

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

It must:

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

At Our request, the Policyholder must give Us Proof about [a/an] [Employee's] Replaced Policy.]

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

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

**Spouse** means [:]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**You and Your** means the covered [Employee.]

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

## **SECTION [XVII] INCORPORATION OF OPTIONAL RIDERS**

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

[Accidental Death, Loss of Sight and Dismemberment Benefit Rider]

[Family Term Life Insurance Rider]

[Automatic Benefit Increase Benefit Rider]

[Quality of Life Acceleration Benefit Rider]

[Accelerated Benefit for Total Disability Rider]

[Accelerated Living Benefit for Critical Illness Rider]



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

GROUP TERM LIFE INSURANCE CERTIFICATE  
NON-PARTICIPATING

**READ YOUR CERTIFICATE CAREFULLY**

**INSURING INFORMATION**

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

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

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

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

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

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

**Term Life Insurance Renewable to Attained Age 95  
[Convertible to Attained Age 70]**

**ANY CERTIFICATE ISSUED IN THE STATE ARKANSAS ARE GOVERNED BY THE  
STATE OF ARKANSAS.**

## TABLE OF CONTENTS

SECTION I	Eligibility
SECTION II	Effective Date of Insurance
SECTION III	Benefits
SECTION IV	Life Insurance <ul style="list-style-type: none"><li>A. Term Life</li><li>B. Basic Accidental Death, Loss of Sight and Dismemberment Benefit</li><li>C. Accelerated Benefit for Terminal Illness</li></ul>
SECTION [V	Optional Benefit - Total Disability Waiver Of Premium ([Employee] Only)]
SECTION [VI]	Death Benefit Provision
SECTION [VII]	Benefit Conditions, Limitations and Exclusions
SECTION [VIII]	Claim Provisions
SECTION [IX]	Termination of Your Insurance
SECTION [X]	Continuation of Insurance <ul style="list-style-type: none"><li>[Conversion]</li><li>[Portability]</li></ul>
SECTION [XI]	Assignment and Beneficiary Provisions
SECTION [XII]	General Provisions
SECTION [XIII]	Definitions
Schedule	

## **SECTION I ELIGIBILITY**

### **Eligibility To Enroll**

You are Eligible to Enroll when You:

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

## **SECTION II EFFECTIVE DATE OF INSURANCE**

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

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

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

- All eligible [Employees] have completed an Enrollment Form, if required, during the Waiting Period;
- You meet the Eligibility Requirements shown in the master policy; [and]
- The first Premium is paid [;] [.] [and]
- [You are in the Active [Employment] of the Policyholder on the Date of Certificate.]

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

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

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

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

## **SECTION III BENEFITS**

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

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

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

## **SECTION IV            LIFE INSURANCE**

### **A.        Term Life**

The term life insurance that is offered to You and Eligible Dependents under the terms of the Policy is available with [5] [10] [15] [20] [or] [30]-year Planned Level Premiums. With Our agreement, the Policyholder selects the option(s) available to You. Options available to You are shown in the application for the Policy.

- [Because You elected the 5-year Planned Level Premium Period coverage may renew twice for additional Planned Level Premium Periods of 5 years or until eligibility for coverage under the Policy ends, if earlier. Planned Level Premiums at renewal will be based on then Attained Age rates. Premium at the end of the third Planned Level Premium Period will increase annually based on then Attained Age rates until eligibility for coverage under the Policy ends.]
- [Because You elected the 10-year Planned Level Premium Period coverage may renew coverage once for an additional Planned Level Premium Periods of 10 years or until eligibility for coverage under the Policy ends, if earlier. Planned Level Premiums at renewal will be based on then Attained Age rates. Premiums at the end of the second Planned Level Premium Period will increase annually based on then Attained Age rates until eligibility for coverage under the Policy ends.]

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

### **Amount of Life Insurance**

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

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

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

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

### **General Information**

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

### **Benefits**

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

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

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

### **Limitations and Exclusions**

Loss must occur within 180 days after the Accidental Injury.

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

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

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

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

### **C. Accelerated Benefit for Terminal Illness**

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

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

### **General Information**

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

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

**Benefit**

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

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

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

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

**Limitations and Exclusions**

We must receive consent of all irrevocable Beneficiaries.

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

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

A Physician must diagnose a covered Terminal Illness.

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

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

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

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

**SECTION [V                    OPTIONAL BENEFIT - Total Disability Waiver of Premium ([Employee] Only)**

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

**Benefit**

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

### **Premiums to be Waived**

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

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

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

### **Limitations and Exclusions**

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

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

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

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

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

## **SECTION [VI] DEATH BENEFIT PROVISION**

### **Death Proceeds**

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

The amount of Death Proceeds is the sum of:

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

Less:

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

## **SECTION [VII] BENEFIT CONDITIONS, LIMITATIONS AND EXCLUSIONS**

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

### **[Total Disability Waiver of Premium**

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

- by a Replaced Policy; and
- by this Policy on its Initial Effective Date.

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

## **SECTION [VIII] CLAIM PROVISIONS**

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

### **Beneficiary**

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

A Beneficiary is deemed to have survived You when that Beneficiary has survived to receive payment.

You are the Beneficiary of any Life Insurance payable on the life of another Covered Person.

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

[You are the Beneficiary of the [Optional Benefit] [or] [the Optional Riders] payable under this Certificate.]

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

[If You have continued coverage under the Portability provision, We will refund any Premiums not due to You.]

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

### **Notice of Claim**

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

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

### **Proofs of Loss**

Proof of Loss must be given to Us within 90 days after a loss occurs or starts.

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

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

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

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

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

[For Claims under the Total Disability Waiver of Premium Benefit:

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

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



## SECTION [X] CONTINUATION OF INSURANCE

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

### **As Required by Law or Regulation**

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

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

### **[As Required by the Family and Medical Leave Act of 1993 (FMLA)]**

Regardless of the continuation policies outlined above, the Policyholder will comply with the Family and Medical Leave Act of 1993.

During any leave taken under FMLA, the Policyholder will continue Policy coverage on the same conditions as coverage would have been provided if the covered Insured had been continuously employed during the entire leave period.

If Policy coverage terminates during the FMLA leave, coverage will be reinstated for the Insured and his covered Spouse and Children if the Insured returns to work in accordance with the terms of the FMLA leave. Coverage will be reinstated only if the person(s) had Policy coverage when the FMLA leave started, and will be reinstated to the same extent that it was In Force when that coverage terminated.]

### **[For Non-Medical Reasons]**

The Policyholder may continue insurance for up to [twelve (12) months] for Insured persons absent from work due to temporary layoff, suspension of business operations, or Policyholder-approved leave of absence.]

### **For Illness or Accidental Injury**

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

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

### **[Conversion]**

If insurance on any Covered Person or any portion of it ceases because:

- You are no longer employed;
- You are no longer a member of an eligible Class;
- You have transferred from one Class of Covered [Employee] to another class of Covered [Employee];
- You have died;
- the Covered Person no longer qualifies as an Eligible Dependent under the Policy;
- the Policy has been amended to terminate the insurance on any Class of [Employee]; or

- the Policy terminates.

The Covered Person is entitled to have issued, without Evidence of Insurability, an individual policy of insurance. The individual Policy will be issued subject to the following:

- When the Policy terminates or the Policy is amended to terminate the insurance of a Class of [Employee], Conversion is only available to those Covered Persons insured under the Policy for at least five years. We may, at Our option, agree to allow conversion to all Covered Persons, regardless of length of coverage under the Policy.
- The first Premium must be paid within 31 days after termination of coverage under the Policy.
- The individual Policy will be on a whole life or higher Premium plan available and then issued by Us and subject to Our rules then in effect regarding the minimum amount of insurance.
- When coverage of the Policy ceases entirely, the amount of insurance converted will be the amount of insurance provided by the Policy on the date that coverage ceased, less any Accelerated Benefit paid.
- When coverage of the Policy reduces because You move from one Class of Covered [Employee] to another Class of Covered [Employee], the amount of insurance converted will be the amount by which coverage is reduced, less any Accelerated Benefit paid.
- The Premium will be Our then customary rate applicable to the form and amount of the individual Policy, to the class of risk to which the Covered Person then belongs, and to his Attained Age on the Effective Date of the individual Policy.
- Any benefit amount not converted will be canceled for the Covered Person.
- Eligible Dependent children may convert up to three times coverage amount to a maximum of [\$25,000] without Evidence of Insurability.
- Optional Benefits will not be issued with the converted Policy.
- If a Covered Person dies during the 31-day period for payment of Premium but before an individual Policy is issued and In Force, Benefits will be paid under the Policy as provided by the terms of this Certificate.]

### **[Portability**

If Your coverage is terminated by Us or by the Policyholder, You may continue coverage under the Policy subject to the Benefit Conditions, Limitations and Exclusions and by providing Us with satisfactory Evidence of Insurability and paying Premiums when due. We must receive the satisfactory Evidence of Insurability and the first Premium within 31 days after coverage terminated. The Policy must be In Force on the date that You port coverage.

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

- have been continuously covered by the Policy for at least [6] months;
- are less than Age [70]
- are not Totally Disabled; and
- are no longer [Actively At Work] as [a/an][Employee].

If You are no longer eligible for coverage for any other reason stated in the Termination of Eligibility provision (except death), You may continue coverage under the Certificate by paying Premiums when due. We must receive the first Premium within 31 days after eligibility terminates.]

## **SECTION [XI]            ASSIGNMENT AND BENEFICIARY PROVISIONS**

### **Assignment**

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

### **Beneficiaries**

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

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

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

## **SECTION [XII]           GENERAL PROVISIONS**

### **Agreements and Policy Changes**

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

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

### **Clerical Error**

No Clerical Error by the Policyholder will:

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

### **Conformity with State Statutes**

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

### **Entire Contract**

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

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

### **Evidence of Insurability**

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

### **Grace Period**

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

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

### **Incontestability**

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

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

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

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

- the insurance has been continuously In Force for two (2) years during the lifetime of the person insured; and
- unless it is contained in a written form signed by the Insured.

This provision shall not preclude the assertion at any time of defenses based upon Policy provisions that relate to eligibility for coverage.

### **Legal Actions**

Legal Action cannot be taken against Us:

- Sooner than 60 days after due Proof of Loss has been filed; or
- More than 3 years after the time written Proof of Loss is required to be filed according to the terms of the Policy.

### **Misstatement of Age**

If the Age of a Covered Person has been misstated and if the amount of Premium is based on Age, an adjustment of Premiums shall be made based on the Covered Person's true Age. If Age is a factor in determining eligibility or amount of insurance and there has been a misstatement of Age, the insurance coverages or amounts of Benefits, or both, for which the Covered Person is insured shall be adjusted in accordance with the Covered Person's true Age. Any misstatement of Age shall neither continue insurance otherwise validly terminated nor terminate insurance otherwise validly In Force.

If it is determined after the death of a Covered Person that the Covered Person's Age was misstated, the Amount of Insurance will be that which the Premiums would have purchased at the correct Age.

### **Non-Participating**

The Policy is a non-participating policy. We will not pay dividends on the Policy.

## **SECTION [XIII]**

## **DEFINITIONS**

For the purposes of the Certificate when these words are used in the Certificate, they have the meanings stated.

**Accident (Accidental)** means a sudden, unexpected, violent and external event that causes bodily Injury to a Covered Person.

**[Actively At Work (Active Employment)** means the person must be working:

- on a full-time basis and paid regular earnings;
- at least the minimum number of hours shown in the Certificate Schedule;
- at the [Employer's] usual place of business; or
- at a location to which the [Employer's] business requires the person to travel.

A person must be considered Actively At Work if the [Employee] was actually at work on the day immediately preceding:

- a weekend;
- holidays;
- paid vacations;
- any non-scheduled work day;
- excused leave of absence (except medical leave and lay-off); or
- emergency leave of absence (except emergency medical leave required by His Illness or Injury).

[Persons classified as [part-time][or][temporary] workers by the Employer or Policyholder are not Actively At Work except as agreed between the Policyholder and the Company.]

[Persons On Strike are [not] Actively At Work [except][as] agreed by the Policyholder and the Company.]

[The Active Employment must be for an Employer that has a workforce of Employees who are Eligible for Policy Coverage.]

**[Active Member(ship)** is defined in the Definition of "Member".]

**Application** means the forms the Policyholder completed when applying for the Policy that are attached to the Policy.

**Age** means the Age of a Covered Person on His last birthday as of the Initial Effective Date.

If coverage is effective after the Initial Effective Date, Age means Age as of the last birthday preceding the request for insurance coverage.

**[Association** means an entity that:

- has been actively in existence for the time required under the laws of Situs State;
- has been formed and maintained in good faith for purposes other than obtaining insurance;
- does not condition its membership in the association on any health status-related factor relating to an individual (including an Employee of an Employer or a dependent of any Employee);
- makes insurance coverage it offers available to all members regardless of any health status-related factor relating to the members (or individuals eligible for coverage through a member);
- does not make insurance coverage it offers available other than in connection with a Member of the Association; and
- meets any additional requirements that may be imposed under the laws of Situs State.]

**Attained Age** means the Age of the [Employee] stated on the Certificate, plus the number of completed Certificate years.

The Attained Age of any other Covered Person is the person's Age on the Date of Certificate, plus the number of completed Certificate years.

**Beneficiary** means the Person or Persons the [Employee] names to receive the Death Proceeds in the event of the [Employee's] death. For benefits payable other than at the [Employee's] death, Beneficiary means the [Employee].

[**Calendar Month** means any of the named months, January through December.]

[**Calendar Year** means a 12 month period, January 1 through December 31.]

**Certificate of Insurance (Certificate)** means the document We issue for delivery to each Insured stating the protection to which He is entitled, to whom We will pay Benefits and a statement of any family member's or dependent's coverage.

[**Child (Children)** means a person who is primarily dependent upon and living with the Insured in a permanent parent-child relationship and a:

- Natural or adopted child of the Insured or Spouse;
- Child placed with the Insured for adoption; or
- Stepchild of the Insured.

Child does not include a:

- Person not meeting the above Child definition;
- Child living outside of the United States (unless living with an Insured); or
- Child on active military duty for a period in excess of 30 days.]

**Claim** means any request for a Policy Benefit, made by a Claimant or by a representative of the Claimant that complies with the Policy's procedures for making Benefit Claims.

**Claimant** means a Covered Person who makes a Claim under the Policy.

[**Class** means a group of persons that We and the Policyholder have agreed to insure.]

**Contributory** means coverage under the Policy for which the [Employee] is paying a portion of the Premium. The Schedule Page indicates if [Employee] contributions are required.

[**Covered Employee** means the Eligible Employee, when covered by the Policy.]

[**Covered Employee** also means a person who has ported coverage as allowed by the Portability provision.]

[**Covered Member** means the Eligible Member, when covered by the Policy.]

**Covered Person** means an eligible [Employee] or Eligible Dependent who is covered under the Policy. Persons eligible for coverage are shown on the Schedule.

**Eligible Dependents** means a Spouse, His Child(ren) and the Child(ren) of an Eligible [Employee].

[We must approve eligibility of the Spouse and Child(ren) of [a/an] [Employee].]

[Each such person must meet the Eligibility requirements shown in the Certificate Schedule.]

If a Child is covered by the Policy, the Child's Eligibility will not end if the Child is and remains:

- Unmarried;
- Incapable of self-sustaining employment due to mental incapacity or physical handicap; and
- Chiefly dependent on the [Employee] or Spouse for support.

However, in no event will Eligibility or coverage of any Child continue beyond the date that the [Employee's] coverage ends.

The [Employee] must furnish Us with proof of physical or mental incapacity within 31 days after the Child's Eligibility would otherwise end. Thereafter, We may require proof, but not more frequently than annually.

**[Eligible Employee]** means a person who:

- Is in Active Employment of the Policyholder; and
- Meets the Enrollment Eligibility and Waiting Period provisions shown in the application.]

**[Eligible Person]** means someone who:

- Is a Member in good standing of the Policyholder; and
- Meets any other Eligibility Requirements for Eligible Members shown on the Certificate Schedule.]

**[Employer]** means an entity that employs a workforce of persons in Active Employment. Employer includes any division, subsidiary or affiliated company named in the Application.]

**Enroll** means application by an [Eligible Employee] for Policy coverage. By agreement between the Company and the Policyholder, Enrollment may:

- Require completion of an Enrollment Form by the [Eligible Employee];
- Be automatic, in which case it is not necessary for the [Eligible Employee] to complete an Enrollment Form; and
- Require Evidence of Insurability.

**Evidence of Insurability** means a form acceptable to Us showing that a person meets Our requirements for coverage under the Policy.

**Home Office** means the Executive Offices of Continental American Insurance Company, 2801 Devine Street, Columbia, SC, 29205.

**In Force.** The policy is In Force as of its Effective Date when:

- The [Employer's] Application for Insurance is approved by Us;
- The Policy is issued; and
- The first Premium is paid to Us.

The Policy remains In Force when Premiums are paid to Us on their due dates or within the Grace Period. The Policy can be canceled by the Policyholder or by Us under the terms stated in the Policy.

Each Certificate issued under the Policy is In Force from its Effective Date when:

- The [Employee's] enrollment is approved by Us; and
- The first Premium is paid.

Each Certificate remains In Force when Premiums are paid to Us on their due dates or within the Grace Period.

An Optional Benefit available under the Policy is In Force when:

- The [Employee's] enrollment for the Benefit is approved by Us; and
- The first Premium is paid.

An Optional Benefit remains In Force when Premiums for it are paid to Us on their scheduled due dates or within the Grace Period.

The Certificate Schedule indicates termination dates for specific Policy Benefits and Optional Benefits provided to the [Employee] and any other Covered Person.

**Illness** means Sickness or disease of a Covered Person.

**Initial Effective Date** means the date that coverage begins under the Policy.

**Injury** means the bodily harm resulting directly from an Accident and independently of all other causes.

**Insured** means an [Eligible [Employee]] who is covered by the Policy.

**Lapse** means the Policy is no longer In Force when a Premium is more than 31 days past due.

**Maximum Issue Amount** means the maximum sum of life insurance that We will issue on the life of the Insured under the Policy and any Optional Benefits selected. It is shown on the Certificate Schedule.

**[Member or Active Member(ship)]** means a person who is in a Class shown on the Schedule [and in good standing as defined by the [Association's] requirements and bylaws.]

**Non-Contributory** means coverage under the Policy for which the Policyholder is paying the entire Premium. The Certificate Schedule indicates if all Premiums are paid by the Policyholder.

**[On Strike (Strike)]** means that the [Employee] and other employees acting together:

- Have ceased work, or
- Are refusing to work or to continue to work for the [Employee's] Employer.

The Strike must be authorized under the rules of a union or unions representing the Insured and other striking Employees.

The union or unions authorizing the strike must be recognized by the [Employee's] Employer for collective bargaining purposes.

The Strike must be lawful and must not take place while a labor contract is still in effect.]

**Physician** means a medical doctor or other person recognized by law or regulation in the state where services are rendered as a Physician. The person must be licensed and practicing in the United States.

Physician does not include:

- You;
- A person related to You by blood or marriage; or
- A medical doctor or other person practicing outside of the United States.

**Planned Level Premium** means the Premium that We charge at the beginning of a Planned Level Premium Period for term life insurance on [Employees] and Spouses who are Covered Persons. The Planned Level Premium is based on expected experience for the group and is subject to change at the end of each Policy Year as explained in the Premium Provisions of the Policy.

**Planned Level Premium Period** means the maximum time during which a Planned Level Premium may be charged.

**Policy** means the group Policy issued to the Policyholder.

[**Policy Month** means a period of time:

- Beginning on the day of the month corresponding to the Initial Effective Date; and
- Continuing through the end of the preceding day in the next Calendar Month.]

[**Policy Year** means a period of time:

- Beginning on the Initial Effective Date or its anniversary; and
- Continuing through the end of the day preceding the next anniversary.]

**Policyholder** means the entity so named on the Policy face page.

[**Pre-existing Condition** means any of the following which a Physician has treated or for which a Physician has advised treatment for the Covered Person within 12 months before the Covered Person's Effective Date of Insurance:

- [Heart Attack;]
- [Stroke;]
- [Cancer;]
- [Carcinoma in Situ;]
- [End-Stage Renal Failure]; [or]
- [Occupational HIV].

Pre-existing Condition [also] means [any of] the following which a Physician has treated or for which a Physician has advised treatment (by transplant, bypass surgery, medication or otherwise) of the Covered Person within 12 months before the Covered Person's Effective Date of Insurance:

- [failure of the liver, kidney(ies), pancreas, or lung(s);]
- [failure of the heart;] [or]
- [coronary artery disease][.]

Pre-existing Condition also means that a Physician has given a Tentative Diagnosis of Cancer or Carcinoma in Situ of the Covered Person within 12 months before the Covered Person's Effective Date of Insurance.]

[Pre-existing Condition [also] means a condition causing Total Disability which a Physician has treated or for which a Physician has advised treatment of the [Employee] within 12 months before the [Employee's] Effective Date of Insurance.]]

**Proof** means evidence satisfactory to Us for insurability or for other matters which require Proof.

**[Rate Guarantee** means a written agreement by the Company that rates charged for the insurance provided by the Policy will not change for a specified period.]

**[Replaced Policy** means a policy or certificate, the premiums for which are paid by or through the Policyholder.

It must:

- Have a paid-to date within [60] days of the Policy's Date of Application;
- Be replaced by the Policy; and
- End upon issue of the Policy.

At Our request, the Policyholder must give Us Proof about [a/an] [Employee's] Replaced Policy.]

**Schedule** means page(s) so labeled in the Policy and the Certificate. The Schedule summarizes the Benefits and eligibility requirements of the Policy.

**Sickness** means an illness or disease causing a loss covered by the Policy. Sickness includes pregnancy and complications of pregnancy.

**Spouse** means [:]

[1.] the person recognized as the covered Insured's husband or wife under the laws of the state in which the Insured lives [:] [or]

[2.] [the person recognized by the Insured's state of residence as [:]

- [the Insured's Domestic Partner;]
- [a party to a Civil Union with the Insured;]
- [a Reciprocal Beneficiary of the Insured;] [or]
- [someone for whom we must provide the coverage of the Policy on a spousal equivalent basis under the laws or regulations of that state.]]

[3.] [persons who, by written agreement between the Company and the Policyholder, may be covered by the Policy on a spousal equivalent basis.]

[We will continue to provide coverage after the Insured or Spouse moves to a state that does not recognize the relationship described.]

[We will not continue to provide coverage under these definitions for the Spouse when a legal action ends a relationship described.]

The Policy will at no time cover more than one person as an Insured's Spouse.

**[Totally Disabled (Total Disability)** means, for the first 12 months of a disability that the Covered [Employee] is:

- Unable to perform the substantial and material duties of His regular occupation;
- Not working in any other occupation; and
- Under the care of a Physician for the disability.

After 12 months of Total Disability, Totally Disabled means that the Insured is:

- Unable to perform the duties of any gainful occupation for which He is reasonably fitted by training, education or experience; and
- Under the care of a Physician for the disability.

We will not require care of a Physician when it is no longer needed for the sound medical care of the condition causing Total Disability.]

**[Waiting Period** means the period during which the [Employee] must be in the Active [Employment] of the [Employer] before the [Employee] is eligible for coverage under the Policy. The Waiting Period is shown in the Certificate Schedule.]

**We, Us, Our and Company** all mean Continental American Insurance Company.

**You and Your** means the covered [Employee.]

Any reference to “He”, “Him” or “His” will also refer to “She” or “Her,” or “their.”

**SCHEDULE**

**[[EMPLOYEE]  
INFORMATION**

[Employee]: [Thomas J. Spratt]  
Age: [35]  
Beneficiary: [Billy J. Spratt]  
Date of Certificate: [10/01/2009]  
Certificate Number: [1234567890]  
[Optional Benefit: [[10] year] Planned Level Premium: Modal Premium  
[Total Disability Waiver of Premium] [\$6.32]]  
Optional Riders:  
[Family Term Life Insurance] [\$2.35]  
[Automatic Benefit Increase] [\$6.32]  
[Quality of Life Acceleration] [\$xx.xx]  
[Accelerated Living Benefit Critical Illness] [\$12.25]  
[Accelerated Benefit for Total Disability] [\$xx.xx]  
[Accidental Death, Loss of Sight &  
Dismemberment] [\$2.00]  
Total Modal Premium [\$xxx.xx]  
Premiums: [Contributory Insurance]

**CERTIFICATE INFORMATION**

	<b>Eligible Person(s)</b>	<b>Maximum Issue Amount or Accelerated Benefit Available</b>	<b>Termination Date*</b>
Group Term Life Insurance	[Employee]	[\$300,000]	[10/01/2069]
Accelerated Living Benefit for Terminal Illness	[Employee] [Spouse] [Children]		

	<b>Eligible Person(s)</b>	<b>Maximum Issue Amount or Accelerated Benefit Available</b>	<b>Termination Date*</b>
[Optional Benefit/Riders:			
[Accidental Death, Loss Of Sight and Dismemberment (AD&D)	[Employee]	[\$100,000]	[10/01/2069]
[Total Disability Waiver of Premium]	[Employee]	[Waiver of Premium Only]	[10/01/2034]
[Automatic Benefit Increase]**	[Employee]	[16.67] [10] [7.5] [5] %	[10/01/2008]
[Accelerated Living Benefit for Critical Illness]***	[Employee] [Spouse] [Children]	[\$100,000] [\$100,000] [\$10,000]	[10/01/2017] [10/01/2017] [Attained age 26], [or 10/01/2062 if earlier]
[Accelerated Benefit For Total Disability]	[Employee]	[\$[200] [400] month for 24 mos. [180]-day Elimination Period.]	[10/1/2039]
[Family Term Life Insurance]	[Spouse] [Children]	[\$50,000] [\$25,000]	[10/01/2062] [Attained age 26], [or 10/01/2062 if earlier]

[Evidence of Insurability may be required based upon agreement between the Policyholder and Us.]

\*The Termination Dates shown assume that the Policy and Your coverage under it remain continuously In Force until the date indicated. The Policy or coverage for You and Your covered Eligible Dependents may end earlier for reasons stated in the Policy and summarized in the Certificate.

\*\*The Amount of Life Insurance for the [Employee] increases by the percentage shown on the first through the sixth Anniversaries of the [Employee's] coverage subject to payment of Premiums and the limitations stated in the Benefit.]

\*\*\*This Certificate includes the [100%] [[50%] [25%] acceleration option of the Maximum Benefit Amount show on the Schedule Page. The maximum benefit reduces 50% when the [Employee] [or Spouse] reaches age 65.]



2801 Devine Street, Columbia, South Carolina 29205

## **RIDER TO GROUP TERM LIFE INSURANCE**

### **ACCIDENTAL DEATH, LOSS OF SIGHT AND DISMEMBERMENT BENEFIT**

This Benefit is available to the [Employee] [or] [Spouse] as indicated in the Certificate Schedule. Losses covered by this Rider must occur prior to the termination date for it to be shown in the Certificate Schedule.

#### **GENERAL INFORMATION**

We will pay an Accidental Death, Loss of Sight or Dismemberment Benefit if [a/an] [Employee] [or] [Spouse] shown on the Certificate Schedule suffers one of the losses shown below, as a result of an Accidental Injury that occurs while the individual's Certificate is In Force.

#### **BENEFITS**

##### **Accidental Death Benefit**

For Accidental Death, We will pay the Accidental Death Benefit shown on the Certificate Schedule.

##### **Loss Of Sight And Dismemberment Benefits**

We will pay 50% of the Accidental Death Benefit shown on the Certificate Schedule for Accidental loss of:

- Both Hands;
- Both Feet;
- Sight of Both Eyes;
- One Hand and One Foot
- One Hand and Sight of one eye; or
- One Foot and Sight of one eye.

##### **Seat Belt Benefit**

For death resulting from a Motor Vehicle or Common Carrier Accident, We will pay 25% of the Accidental Death Benefit shown on the Certificate Schedule when the Insured is wearing a Seat Belt and:

- Driving or riding in a Motor Vehicle; or
- A Passenger on a Common Carrier.

This Benefit is in addition to other Optional Benefits.

#### **DEFINITIONS**

**Common Carrier** means a conveyance that:

- Is operated by a government-regulated or government-run business; and
- Transports persons for a fee.

**Loss of Foot** means the total and irrecoverable loss of use of the foot.

**Loss of Hand** means the total and irrecoverable loss of use of at least four fingers entirely on one hand.

**Loss of Sight** means clinically-proven, irreversible reduction of sight in both eyes as a result of Illness or Injury. The corrected visual acuity must be:

- Less than 20/200; or
- A visual field restriction to 20 degrees or less in both eyes.

There must be clear proof that blindness was due to Illness or Injury, and that the condition has continued without interruption for a period of at least six (6) consecutive months after diagnosis.

No benefit will be paid if, in general medical opinion, surgery, a device, or implant could result in the partial or total restoration of sight.

The diagnosis must be made:

- By physical examination by an ophthalmologist; and
- After the Effective Date of Insurance.

**Motor Vehicle** means a vehicle licensed to operate on public roadways.

**Racing** means engaging in a contest of speed against one or more other persons.

**Seat Belt** means a manufacturer or dealer-installed safety device in a Common Carrier or Motor Vehicle consisting of a strap or harness that is intended to restrain an occupant during an Accident and reduce injuries.

## **LIMITATIONS AND EXCLUSIONS**

The loss must occur within 180 days after the Accident

This Benefit will terminate for the covered [Employee] when a Loss of Sight or Dismemberment Benefit is paid.

If two (2) or more losses covered by this Benefit result from one (1) Accident, We will pay only one (1) Benefit. That Benefit will be the largest amount available for any one (1) of the losses. This does not apply to the Seat Belt Benefit.

If two (2) or more Accidents cause losses covered by this Benefit, We will not pay more than 100% of the Accidental Death Benefit shown on the Certificate Schedule for all such losses combined. This does not apply to the Seat Belt Benefit.

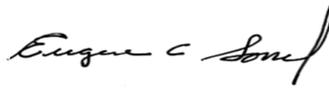
This Benefit is not payable if a loss results from:

- was caused directly or indirectly, wholly or partly, from suicide or attempted suicide, whether sane or insane, or any intentionally self-inflicted Injury; or
- resulted from or occurred while committing an assault or felony, or resisting or fleeing from arrest; or

- resulted from or occurred while participating in a riot or insurrection; or
- was caused by taking, absorbing or inhaling voluntarily poison, poison gas or fumes; or
- was intentionally inflicted by any person (If the Covered Person is an innocent bystander having no relationship to an altercation, it is covered.); or
- was incurred during travel, flight or descent from any kind of aircraft, unless the Covered Person was being transported as a fare paying passenger on a regularly scheduled flight [(This exclusion does not apply to airline employees flying while working, traveling for pleasure or traveling to and from a job assignment)]; or
- was caused by disease, illness or bacterial infection (If the infection occurs because of an Injury, it is covered.);
- Substance abuse (This does not exclude a loss brought about by the use of drugs prescribed by and used as directed by a Physician.);
- War or act of war, whether declared or undeclared;
- Service in the armed forces of any country or organization or in units auxiliary thereto;
- Bacterial infection, unless the infection is caused by an Accident;
- Voluntarily taking, absorbing or inhaling poison, poisonous gas or fumes;
- Intoxication; or
- Racing a self-propelled vehicle on a racetrack, on a public road or at another place.]

All Certificate provisions apply to this Rider, unless inconsistent with or changed by this Rider. The Incontestability Provision of the Certificate applies to this Rider from the Rider Issue Date.

**Signed for the Company at its Home Office.**

A handwritten signature in cursive script, appearing to read "Eugene C. Smith".

**President**



2801 Devine Street, Columbia, South Carolina 29205

## **RIDER TO GROUP TERM LIFE INSURANCE**

### **ACCELERATED LIVING BENEFIT FOR CRITICAL ILLNESS**

**THE [EMPLOYEE] SHOULD SEEK THE ASSISTANCE OF A PERSONAL TAX ADVISOR PRIOR TO MAKING A CLAIM FOR THIS ACCELERATED LIVING BENEFIT FOR CRITICAL ILLNESS IN ORDER TO DETERMINE ANY TAX IMPACT.**

If this Benefit is shown on the Certificate Schedule, then We will provide the Benefit described. The Benefit is available to those Covered Persons designated in the [Employee's] Certificate Schedule as covered for the Accelerated Living Benefit for Critical Illness. Losses covered by this Benefit must occur prior to the termination of this Rider. This Rider will terminate at the end of the Planned Level Premium Period.

#### **GENERAL INFORMATION**

This Benefit provides accelerated payment of the Amount of Life Insurance if a Covered Person is diagnosed with a Critical Illness.

If this Accelerated Living Benefit is paid, the Amount of Life Insurance payable at the Covered Person's death will be reduced by the amount of Accelerated Living Benefit paid. If the total of the Accelerated Living Benefit paid is equal to the Amount of Life Insurance for the Covered Person, insurance on the Covered Person terminates and nothing will be paid at the Covered Person's death.

#### **BENEFIT**

We will pay the Beneficiary an Accelerated Living Benefit for Critical Illness when a Physician diagnoses a Covered Person as having a Critical Illness. Payment of benefits is based upon Date of Diagnosis made after the Effective Date of Insurance.

The Policyholder selects among three Maximum Accelerated Living Benefit options for their [Employees]: 100%, 50% or 25% of the Maximum Accelerated Living Benefit for Critical Illness shown on the Certificate Schedule. The Certificate Schedule includes the option selected.

The Benefit payable after the Covered Person reaches Attained Age 65 will be reduced by 50%. This reduction will not affect the Death Benefit amount unless the acceleration benefit is utilized.

In no event will the Maximum Accelerated Living Benefit for Critical Illness exceed \$100,000.

The Benefit for a Covered Person for each listed Critical Illness is a percentage of the Maximum Accelerated Living Benefit for Critical Illness shown on the Certificate Schedule.

Covered Critical Illnesses and the applicable percentages of the Maximum Accelerated Living Benefit for Critical Illness are shown below.

<b>Critical Illness</b>	<b>%</b>	<b>Critical Illness</b>	<b>%</b>
Cancer	100%	Stroke	100%
End Stage Renal Failure or Kidney Transplant	100%	Occupational HIV	100%
Heart Attack	100%	Coronary Artery Bypass Surgery	25%
Major Organ Transplant (except Kidney Transplant)	100%	Carcinoma in Situ	25%

Please review the Definitions in the Policy as well as the Limitations and Exclusions of this Benefit for full descriptions of Critical Illnesses and non-covered losses.

## **DEFINITIONS**

**Cancer (internal or invasive)** means a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of distant tissue. Cancer includes Leukemia. Excluded are Cancers that are non-invasive such as:

- Pre-malignant tumors or polyps;
- Carcinoma in Situ;
- Any skin cancers except melanomas;
- Basal cell carcinoma and squamous cell carcinoma of the skin; and
- Melanoma that is diagnosed as Clark's Level I or II or Breslow less than .77mm.

Cancer is also defined as disease which meets the diagnosis criteria of malignancy established by The American Board of Pathology after a study of the histocytologic architecture or pattern of the suspect tumor, tissue or specimen.

**Carcinoma in Situ** means Cancer that is in the natural or normal place, confined to the site of origin without having invaded neighboring tissue.

Cancer and/or Carcinoma in Situ must be diagnosed in one of two ways:

- **Pathological Diagnosis** - A Pathological Diagnosis of Cancer or Carcinoma in Situ is based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of diagnosis must be done by a Certified Pathologist whose diagnosis of malignancy is in keeping with the standards set up by the American Board of Pathology.
- **Clinical Diagnosis** - A Clinical Diagnosis of Cancer or Carcinoma in Situ is based on the study of symptoms.

We will pay benefits for a Clinical Diagnosis only if:

- A Pathological Diagnosis cannot be made because it is medically inappropriate or life-threatening; and
- there is medical evidence to support the diagnosis; and
- a doctor is treating an Insured for Cancer and/or Carcinoma in Situ.

**Critical Illness** means:

- Heart Attack;
- Stroke;
- Coronary Artery Bypass Surgery;
- Cancer (internal or invasive);
- Carcinoma in Situ;
- Major Organ Transplant;

- Kidney Failure; or
- Occupational HIV.

**Coronary Artery Bypass Surgery** means undergoing open heart surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts, but excluding procedures such as, but not limited to balloon angioplasty, laser relief, stints or other non-surgical procedures.

**Date of Diagnosis** means for:

- **Cancer and/or carcinoma in situ:** The day the tissue specimen, blood samples and/or titer(s) are taken on which the first diagnosis of cancer or carcinoma in situ is based.
- **Heart attack:** The date that the death (infarction) of a portion of the heart muscle occurred based on the criteria listed under the Heart Attack definition.
- **Stroke:** The date a stroke occurred based on documented neurological deficits and neuroimaging studies.
- **Kidney failure:** The date that a Physician recommends that an Insured begin renal dialysis.
- **Major organ transplant surgery or coronary artery bypass surgery:** The date the surgery occurs for covered transplants or covered coronary artery bypass surgery.

**Heart Attack** means the death of a portion of the heart muscle (myocardium) resulting from a blockage of one or more coronary arteries. Heart Attack does not include any other disease or injury involving the cardiovascular system. Cardiac Arrest not caused by a Myocardial Infarction is not a Heart Attack. The diagnosis must include all of the following criteria:

1. New and serial Electrocardiographic (EKG) findings consistent with Myocardial Infarction;
2. Elevation of cardiac enzymes above generally accepted laboratory levels of normal in case of creatine phosphokinase (CPK), a CPK-MB measurement must be used; and
3. Confirmatory imaging studies such as thallium scans, MUGA scans, or stress echocardiograms.

**Kidney Failure** means the end stage renal failure presenting as chronic, irreversible failure of both kidneys to function. The Kidney Failure must necessitate regular renal dialysis, hemo-dialysis or peritoneal dialysis (at least weekly); or which results in kidney transplantation. Renal failure is covered, provided it is not caused by a traumatic event, including surgical traumas.

**Major Organ Transplant** means surgery to transplant into a Covered Person one or more of the following organs separately or in any combination that is advised or recommended by a Physician:

- Heart
- Kidney
- Liver
- Lung
- Pancreas.

**Occupational HIV** means that a Covered Person initially contracted and was diagnosed with Human Immunodeficiency Virus (HIV) after the Date of Certificate, subject to the following:

- The cause of the HIV must be from accidental cutaneous exposure through abraded skin, percutaneous exposure, or mucocutaneous exposure;
- an incident report (notice of exposure) on a form acceptable to the Company, which describes the nature of the exposure to HIV, must be filed with the Covered Person's employer within 48 hours and be sent to the Company, as soon as reasonably possible, after the exposure;
- the Covered Person must not have previously tested positive for HIV, or if he had previously tested positive for HIV, he subsequently tested negative for HIV prior to the date of exposure;

- the Covered Person must have a preliminary screening test, such as an ELISA or other appropriate Food and Drug Administration (FDA) approved test (other than saliva or urine testing), for HIV within 14 days of exposure at an authorized laboratory other than the laboratory of his employer.
- We must receive notification:
  1. of the results of that test as soon as reasonably possible; and
  2. that the results are negative; and
  3. thereafter, the Insured must test HIV positive within 26 weeks of the date of exposure reported above. We must receive notification of HIV positive test results as soon as reasonably possible.

**Stroke** means apoplexy (due to rupture or acute occlusion of a cerebral artery), or a cerebral vascular accident or incident, which is first manifested on or after a Covered Person's Effective Date. Stroke does not include Transient Ischemic Attacks and attacks of Vertebralbasilar Ischemia. We will pay a benefit for Stroke which produces permanent clinical neurological sequela following an initial diagnosis [made after any applicable Waiting Period]. We must receive evidence of the permanent neurological damage provided from Computed Axial Tomography (CAT scan) or magnetic Resonance Imaging (MRI). **Stroke does not mean head injury, transient ischemic attack or chronic cerebrovascular insufficiency.**

### **PRE-EXISTING CONDITION LIMITATION**

Any loss due to a Pre-existing Condition will not be covered if the loss begins within 12 months after the Covered Person's Effective Date of Insurance. [However, Benefits may be paid for a loss due to a Pre-existing Condition of a Covered Person who was covered:

- by a Replaced Policy; and
  - by this Policy on its Initial Effective Date.
1. We will review the claim. If this Policy's Pre-Existing Condition Exclusion does not apply, We will pay the Benefits of this Policy.
  2. If the Covered Person does not satisfy this Policy's Pre-Existing Condition Exclusion, but can satisfy the Replaced Policy's pre-existing condition exclusion giving credit for all time insured under both policies; then We will pay the lesser of:
    - (a) this Policy's Benefit without applying the Pre-Existing Condition Exclusion; or
    - (b) the Benefit of the Replaced Policy.

Any payment under "(a)" or "(b)" above will be in accord with all terms of the relevant policy.

3. If the Covered Person does not satisfy the Pre-Existing Condition Exclusion of this Policy or that of the Replaced Policy, no Benefit will be paid.]

### **LIMITATIONS AND EXCLUSIONS**

A Critical Illness must be diagnosed during the lifetime of the Covered Person. For Cancer, the first diagnosis of Cancer must be made while the policy is in force. Cancer that has spread from Cancer diagnosed prior to the policy effective date is not covered under this benefit.

We must receive consent of all irrevocable Beneficiaries to pay this Benefit.

We must receive a claim form for this Benefit during the lifetime of the Covered Person diagnosed with a Critical Illness for the benefit to be paid.

The diagnosis of Cancer or Carcinoma in Situ must occur at least [30] days after the Effective Date of Insurance.

No benefits will be paid for HIV contracted outside the United States.

Only those Critical Illnesses specifically listed and defined in this Rider are covered by the Accelerated Living Benefit for Critical Illness.

In no event shall payment under this Benefit for all Critical Illnesses of a Covered Person exceed the lesser of the amount specified for this Benefit on the Certificate Schedule or \$100,000 during the entire time that insurance on a Covered Person is in effect.

Only one Accelerated Living Benefit for Critical Illness shall be paid on behalf of any one Covered Person for any one of the eight named Critical Illnesses covered by this Benefit. After an Accelerated Living Benefit for Critical Illness is paid for any one of the eight named Critical Illnesses, no additional Benefit will later be payable under this Benefit for that Critical Illness, even for recurrence.

If two or more Accelerated Benefits are payable on behalf of the same Covered Person under the Certificate, this Rider or another Optional Rider for the same or related Sickness, Injury or other loss, We will pay only one Accelerated Benefit. The [Employee] is entitled to choose the Accelerated Benefit that We will pay.

When a named Critical Illness is contributed to or caused by another named Critical Illness, We will pay only one Benefit. The Benefit paid will be the larger. If the Benefits are equal, the Insured may choose the Benefit to be paid. For two separate Critical Illnesses to be unrelated, the Dates of Diagnosis must be at least [30] days apart.

A Physician must diagnose a covered Critical Illness.

The Accelerated Living Benefit for Critical Illness is only payable during the lifetime of the Covered Person. We will not be liable for any payment made or action taken by Us before We receive and acknowledge notice of the death of a Covered Person.

The Accidental Death, Loss of Sight and Dismemberment benefit provided by the Certificate or an Optional Rider will not increase or decrease the Accelerated Living Benefit for Critical Illness.

The Accelerated Living Benefit for Critical Illness does not cover the removal of bodily organs from a Covered Person for transplant to another person.

No Accelerated Living Benefit for Critical Illness is payable for skin Cancer, other than malignant melanoma.

The sum of all Accelerated Benefits payable under the Certificate and its Optional Riders shall not exceed the Amount of Life Insurance shown on the Certificate Schedule for a Covered Person during the entire time that the Certificate insuring the Covered Person is In Force.

All Certificate provisions apply to this Rider, unless inconsistent with or changed by this Rider. The Incontestability Provision of the Certificate applies to this Rider from the Rider Issue Date.

**Signed for the Company at its Home Office.**



**President**



2801 Devine Street, Columbia, South Carolina 29205

## **RIDER TO GROUP TERM LIFE INSURANCE**

### **OPTIONAL ACCELERATED BENEFIT FOR TOTAL DISABILITY (EMPLOYEE ONLY)**

**THE [EMPLOYEE] SHOULD SEEK THE ASSISTANCE OF A PERSONAL TAX ADVISOR PRIOR TO MAKING A CLAIM FOR THE ACCELERATED BENEFIT FOR TOTAL DISABILITY IN ORDER TO DETERMINE ANY TAX IMPACT.**

This Optional Benefit is only available when the [Employee] is under the Attained Age of 65. If this Optional Benefit is shown on the Certificate Schedule, then We will provide the Benefit described. Losses covered by this Rider must commence prior to the termination date for this Benefit shown in the Certificate Schedule. Benefits under this rider terminate at the [Employee's] Attained Age of 65. This Rider terminates at the end of the Planned Level Premium Period.

#### **General Information**

This Rider provides accelerated payment of the Amount of Life Insurance if the [Employee] suffers a Total Disability.

If this Accelerated Benefit is paid, the Amount of Life Insurance payable at [Employee's] death will be reduced by the amount of Accelerated Benefit paid. If the Accelerated Benefit paid is equal to the Amount of Life Insurance for the [Employee], insurance on that person terminates and nothing will be paid at their death.

#### **Benefit**

We will pay an Accelerated Benefit for Total Disability when provided with Proof of Loss showing that the [Employee] is Totally Disabled. Proof of Loss must show that the Total Disability began while this Benefit was In Force, and before the Termination Date for this benefit shown on the [Employee's] Certificate Schedule.

The Accelerated Benefit for Total Disability shown on the Certificate Schedule will be paid on the first day of the Calendar Month after the [Employee] has been Totally Disabled by Injury or Sickness for the Elimination Period for this Benefit shown on the Certificate Schedule. We will pay the Accelerated Benefit for Total Disability on the first day of each succeeding Calendar Month so long as the [Employee] is then and has been continuously Totally Disabled and We receive regular Proof of Loss. Payment of the Benefit is limited to the number of months shown on the Certificate Schedule during the entire time this Rider is In Force. No pro-rata or partial Benefit is payable if Total Disability ends during a Calendar Month.

When this Benefit has been paid, a new Elimination Period will apply to any later period of Total Disability that begins more than 60 days after the prior period of Total Disability ended. This applies whether the periods of Total Disability are due to the same causes, related causes or different causes.

## **Definitions**

**Totally Disabled (Total Disability)** means, for the first 12 months of a disability that the Covered [Employee] is:

- Unable to perform the substantial and material duties of His regular occupation;
- Not working in any other occupation; and
- Under the care of a Physician for the disability.

After 12 months of Total Disability, Totally Disabled means that the Insured is:

- Unable to perform the duties of any gainful occupation for which He is reasonably fitted by training, education or experience; and
- Under the care of a Physician for the disability.

We will not require care of a Physician when it is no longer needed for the sound medical care of the condition causing Total Disability.

## **Limitations and Exclusions**

We must receive consent of all irrevocable Beneficiaries.

The [Employee] named on the Certificate Schedule is the only person covered by this Benefit.

[No Accelerated Benefit for Total Disability is payable when the Total Disability is brought about by a Critical Illness for which Benefits are paid or payable under an Optional Rider.]

Payment of the Accelerated Benefit for Total Disability is limited to the number of months shown on the Certificate Schedule during the entire time that this Rider is In Force.

No Accelerated Benefit for Total Disability is payable if Total Disability:

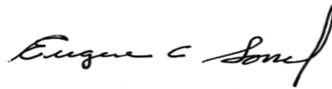
- Was caused directly or indirectly, wholly or partly, from suicide or attempted suicide, whether sane or insane, or any intentionally self-inflicted Injury; or
- Resulted from or occurred while committing an assault or felony, or resisting or fleeing from arrest; or
- Resulted from or occurred while participating in a riot or insurrection; or
- Was caused by taking of, absorbing or inhaling voluntarily poison, poison gas or fumes; or
- Was intentionally inflicted by any person (If You are an innocent bystander having no relationship to an altercation, it is covered.); or
- Was incurred during travel, flight or descent from any kind of aircraft, unless the [Employee] was being transported as a fare-paying passenger on a regularly scheduled flight [(This exclusion does not apply to airline employees flying while working, traveling for pleasure or traveling to and from a job assignment)]; or
- Results from neurosis, psychoneurosis, psychopathy, psychosis, or mental and emotional disease or disorder without demonstrable organic cause. (This does not exclude Alzheimer's disease, Parkinson's disease or senile dementia.); or
- Results from the [Employee's] occupation; or
- Results from Sickness or Injury covered under any Worker's Compensation or occupational disease law; or
- Results from Substance Abuse. (This will not exclude a condition brought about by the [Employee's] use of drugs prescribed by and taken in accordance with the directions of a Physician.)

[If two or more Accelerated Benefits are payable on behalf of the same [Employee] under the his Certificate, this Rider or another Optional Rider for the same or related Sickness, Injury, or other loss, We will pay only one Accelerated Benefit. The [Employee] is entitled to choose the Accelerated Benefit that We will pay.]

The sum of all Accelerated Benefits payable under the Certificate and its Optional Benefits shall not exceed the Amount of Life Insurance shown on a Certificate Schedule for the [Employee] during the entire time that the Certificate insuring the [Employee] is In Force.]

All Certificate provisions apply to this Rider, unless inconsistent with or changed by this Rider. The Incontestability Provision of the Certificate applies to this Rider from the Rider Issue Date.

Signed for the Company at its Home Office

A handwritten signature in cursive script, appearing to read "Eugene C. Smith".

President