

SERFF Tracking Number: FRCS-126336483 State: Arkansas  
Filing Company: Kanawha Insurance Company State Tracking Number: 43794  
Company Tracking Number: 5243  
TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.001 Critical Illness  
Limited Benefit  
Product Name: Individual Critical Illness (Kanawha)  
Project Name/Number: Humana/61/61

## Filing at a Glance

Company: Kanawha Insurance Company

Product Name: Individual Critical Illness (Kanawha) SERFF Tr Num: FRCS-126336483 State: Arkansas

TOI: H071 Individual Health - Specified Disease - Limited Benefit SERFF Status: Closed-Approved- Closed State Tr Num: 43794

Sub-TOI: H071.001 Critical Illness Co Tr Num: 5243 State Status: Approved-Closed  
Filing Type: Form/Rate Reviewer(s): Rosalind Minor

Authors: Jana Ellmaker, Kevin Wiggs Disposition Date: 11/04/2009

Wiggs

Date Submitted: 10/15/2009 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Humana/61

Project Number: 61

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 11/04/2009

Deemer Date:

Submitted By: Jana Ellmaker

Filing Description:

We have been retained by Kanawha Insurance Company to file the enclosed forms for approval in your state.

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: The domicile state has been submitted on or about this same date.

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 11/04/2009

Created By: Jana Ellmaker

Corresponding Filing Tracking Number:

Our fee of \$50.00 has been sent by EFT on this same date.

The Company offers their assurances that the information required by Section 23-79-138 and the Guaranty Association

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notice required by Regulation 49 will be provided.

These forms are new and are not intended to replace any previously approved forms.

Policy 70620 AR is an individually underwritten critical illness policy providing lump sum benefits for certain critical illness conditions. These conditions are categorized into the following three Benefit Groups: Vascular Conditions, Cancer Conditions, and Other Conditions. The policy is guaranteed renewable. Premiums are level and payable for life.

Variable data is indicated by brackets. Variability is limited to benefit data applicable to the owner or insured, benefit amounts, durations and premium information. While the benefits may move in and out the language will not change. Any change or modification to a variable item outside the approved ranges will be submitted for prior approval of the change or modification.

Rider 70622 is an available optional rider that will return total premiums paid at the end of every twenty policy year period, provided that no benefit under the policy has been paid. Once a critical illness benefit has been paid under the policy, this rider terminates, and premium payment for this rider ceases.

Application 1677 AR, submitted with this filing, will be used with this policy.

These forms will be marketed through an associated agency, independent agents and direct response method.

Kanawha Insurance Company confirms that it will comply with the disclosure that this is not a Medicare Supplement policy via endorsement attached to the policy and outline of coverage, as applicable.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

## Company and Contact

### Filing Contact Information

Jana Ellmaker, Senior Compliance Specialist jana.ellmaker@firstconsulting.com  
1020 Central 800-927-2730 [Phone] 2741 [Ext]  
Suite 201 816-391-2755 [FAX]  
Kansas City, MO 64105

### Filing Company Information

(This filing was made by a third party - FC01)

Kanawha Insurance Company

CoCode: 65110

State of Domicile: South Carolina

*SERFF Tracking Number:* FRCS-126336483      *State:* Arkansas  
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*Product Name:* Individual Critical Illness (Kanawha)  
*Project Name/Number:* Humana/61/61  
P.O. Box 610      *Group Code:* 119      *Company Type:*  
Lancaster, SC 29721-0610      *Group Name:* Humana Group      *State ID Number:*  
(803) 283-5300 ext. [Phone]      *FEIN Number:* 57-0380426

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**Filing Fees**

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Kanawha Insurance Company	\$50.00	10/15/2009	31307622

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	11/04/2009	11/04/2009

### 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	Rosalind Minor	10/27/2009	10/27/2009	Michael Cochran	11/04/2009	11/04/2009

SERFF Tracking Number: *FRCS-126336483* State: *Arkansas*  
 Filing Company: *Kanawha Insurance Company* State Tracking Number: *43794*  
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 TOI: *H071 Individual Health - Specified Disease - Limited Benefit* Sub-TOI: *H071.001 Critical Illness*  
 Product Name: *Individual Critical Illness (Kanawha)*  
 Project Name/Number: *Humana/61/61*

## Disposition

Disposition Date: 11/04/2009

Implementation Date:

Status: Approved-Closed

Comment:

<b>Company Name:</b>	<b>Overall % Indicated Change:</b>	<b>Overall % Rate Impact:</b>	<b>Written Premium Change for this Program:</b>	<b># of Policy Holders Affected for this Program:</b>	<b>Written Premium for this Program:</b>	<b>Maximum % Change (where required):</b>	<b>Minimum % Change (where required):</b>
Kanawha Insurance Company	%	%	\$		\$	%	%

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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification	Approved-Closed	Yes
<b>Supporting Document</b>	Application	Approved-Closed	Yes
<b>Supporting Document</b>	Health - Actuarial Justification	Approved-Closed	No
<b>Supporting Document</b>	Outline of Coverage	Approved-Closed	Yes
<b>Supporting Document</b>	Statement of Variability	Approved-Closed	Yes
<b>Supporting Document</b>	Authorization	Approved-Closed	Yes
<b>Supporting Document</b>	Actuarial Memorandum	Approved-Closed	Yes
<b>Form (revised)</b>	Critical Illness Policy	Approved-Closed	Yes
<b>Form</b>	Critical Illness Policy	Replaced	Yes
<b>Form</b>	Return of Premium Benefit Rider	Approved-Closed	Yes
<b>Form</b>	Application for Critical Illness	Approved-Closed	Yes
<b>Form</b>	Outline of Coverage	Approved-Closed	Yes
<b>Rate</b>	Rates	Approved-Closed	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 10/27/2009  
Submitted Date 10/27/2009

Respond By Date

Dear Jana Ellmaker,

This will acknowledge receipt of the captioned filing.

Objection 1

- Critical Illness Policy, 70620 AR (Form)

Comment:

The definition of Accident is not in compliance with Rule and Regulation 18, Section 5D which states that the language shall not include words which establish an accidental means test or use words such as "external, violent, visible wounds" or similar words of description or characterization.

The definition shall not be more restrictive than the following: Injury or injuries, for which benefits are provided, means accidental bodily injury sustained by the insured person which is the direct cause, independent of disease or bodily infirmity or any other cause and occurs while the insurance is in force.

Objection 2

- Critical Illness Policy, 70620 AR (Form)

Comment: With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-85-131(b) and Bulletin 14-81.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 11/04/2009  
Submitted Date 11/04/2009

Dear Rosalind Minor,

SERFF Tracking Number: FRCS-126336483 State: Arkansas  
 Filing Company: Kanawha Insurance Company State Tracking Number: 43794  
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**Comments:**

In response to your objection letter dated 10-27-09, on behalf of Kanawha Insurance Company, we offer the following for your consideration.

**Response 1**

Comments: The Definition of Accident(al) has been revised to read: "means an event that directly causes bodily Injury to a Covered Person while this Policy is in force."

**Related Objection 1**

Applies To:

- Critical Illness Policy, 70620 AR (Form)

Comment:

The definition of Accident is not in compliance with Rule and Regulation 18, Section 5D which states that the language shall not include words which establish an accidental means test or use words such as "external, violent, visible wounds" or similar words of description or characterization.

The definition shall not be more restrictive than the following: Injury or injuries, for which benefits are provided, means accidental bodily injury sustained by the insured person which is the direct cause, independent of disease or bodily infirmity or any other cause and occurs while the insurance is in force.

**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
Critical Illness Policy	70620 AR		Policy/Contract/Fraternal Certificate	Initial		50.200	Critical Illness Policy _For Filing_AR.pdf

SERFF Tracking Number: FRCS-126336483 State: Arkansas  
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**Previous Version**

Critical Illness Policy	70620 AR	Policy/Contract/Fraternal Initial Certificate	50.200	Critical Illness Policy _For Filing_AR.pdf
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No Rate/Rule Schedule items changed.

**Response 2**

Comments: The Disabled Child section on page 18 has been revised to remove the 31 day time limit.

**Related Objection 1**

Applies To:

- Critical Illness Policy, 70620 AR (Form)

Comment:

With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-85-131(b) and Bulletin 14-81.

**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Critical Illness Policy	70620 AR		Policy/Contract/Fraternal Initial Certificate			50.200	Critical Illness Policy _For Filing_AR.pdf

**Previous Version**

<i>SERFF Tracking Number:</i>	<i>FRCS-126336483</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Kanawha Insurance Company</i>	<i>State Tracking Number:</i>	<i>43794</i>
<i>Company Tracking Number:</i>	<i>5243</i>		
<i>TOI:</i>	<i>H071 Individual Health - Specified Disease - Limited Benefit</i>	<i>Sub-TOI:</i>	<i>H071.001 Critical Illness</i>
<i>Product Name:</i>	<i>Individual Critical Illness (Kanawha)</i>		
<i>Project Name/Number:</i>	<i>Humana/61/61</i>		
<b><i>Critical Illness Policy</i></b>	<b><i>70620 AR</i></b>	<b><i>Policy/Contract/Fraternal Initial Certificate</i></b>	<b><i>50.200 Critical Illness Policy _For Filing_AR.pdf</i></b>

No Rate/Rule Schedule items changed.

We trust this information will allow you to finalize review of this filing. If you need any further information or have any questions, please call toll-free 1-800-927-2730. Thank you for your assistance.

Sincerely,  
 Jana Ellmaker, Kevin Wiggs

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## Form Schedule

### Lead Form Number: 70620 AR

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 11/04/2009	70620 AR	Policy/Contract	Critical Illness Policy	Initial		50.200	Critical Illness Policy _For Filing_AR.pdf
Approved-Closed 11/04/2009	70622	Policy/Contract	Return of Premium Benefit Rider	Initial		57.500	70622+Return +of+Premium +Rider(DISTILLED).pdf
Approved-Closed 11/04/2009	1677 AR	Application/Enrollment Form	Application for Critical Illness	Initial		50.000	1677 AR.pdf
Approved-Closed 11/04/2009	1678 AR	Outline of Coverage	Outline of Coverage	Initial		50.500	1678+Outline +of+Coverage AR.pdf

# KANAWHA INSURANCE COMPANY

[210 S. WHITE STREET]  
[LANCASTER, SC 29720]

[PO BOX 610]  
[LANCASTER, SC 29721-0610]

TELEPHONE: [877-207-0158]

## CRITICAL ILLNESS POLICY

We will pay the Benefits provided by this Policy upon Our receipt of Proof of Loss incurred while this Policy is in force. We will also provide the other rights set forth in this Policy.

Signed for the Company.

[  ]

[President]

## 30 DAY RIGHT TO EXAMINE POLICY

During the first 30 days after You receive this Policy, if You decide that You do not want it for any reason, You can return it to Us. If returned within 30 days of receipt, this Policy will be considered void as though it was never issued and any Premium paid will be refunded. If You return this Policy, include a written notice telling Us of Your decision. Send to one of the above addresses.

## GUARANTEED RENEWABLE FOR LIFE

You can keep this Policy during the Primary Insured's lifetime. You must pay each Premium due before the end of the Grace Period. Your Premium can be changed, if We change the Premium on all policies in Your Policy's Premium class. Premiums may also vary based on Your state of residence.

Insurance of a Covered Person under this Policy ends when We have paid 100% of the Face Amount in each Benefit Group covering that person.

**This is a Limited Benefit Critical Illness Policy**  
**Premiums may be changed**  
**Non-participating**

**PRE-EXISTING CONDITIONS EXCLUSION.** No Benefits are paid for any loss that occurs during the first [12] months of this Policy for any Pre-existing Condition.

**This is a Critical Illness only Policy and it does not pay benefits for loss from any other cause.**

**CAUTION: This is a limited policy. Read it carefully with the outline of coverage.**

**This Policy is a legal contract between You and Kanawha Insurance Company.**

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## IMPORTANT NOTICE

Please read the copy of Your Application that is attached to and a part of this Policy. This Application may have been captured electronically or on paper. This Policy was issued on the basis that the answers to all questions shown on the Application are correct. Please carefully review these answers to make sure they are correct. If an error exists, please notify Us immediately.

If You need to contact someone about this Policy for any reason, You may contact Kanawha Insurance Company at the addresses shown on the front page of this Policy or by calling [1-877-207-0158].

## POLICY SCHEDULE

Coverage Plan Type:	[Family Coverage]
Policy Owner:	[John Doe]
Primary Insured:	[John Doe]
Age:	[35]
Date of Policy:	[01/01/2010]
Policy Number:	[1234567890]

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### PREMIUM

	Premium
Critical Illness Benefits (Base Policy)	[\$#,###.##]
[Return of Premium Rider]	[\$#,###.##]
<b>Total Annual Premium</b>	[\$#,###.##]
<b>Premium Payment Mode</b>	[Monthly Bank Draft]
<b>Total Modal Premium</b>	[\$#,###.##]

[Notice: A collection fee of [\$12.00] annually will be applied to all policies billed by credit card. This fee may be changed annually.]

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## BENEFITS

Face Amount, Primary Insured	[\$###,###]
[Face Amount, Spouse]	[\$###,###]
[Face Amount, Children]	[\$###,###]

The Face Amount reduces by 50% when a Covered Person reaches Age 70.

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### Benefit Groups

[Vascular:

Heart Attack	[100%] of Face Amount
Heart Transplant	[100%] of Face Amount
Stroke	[100%] of Face Amount
Coronary Artery Bypass Surgery	[25%] of Face Amount]

[Cancer:

Invasive Cancer or Malignant Melanoma	[100%] of Face Amount
Carcinoma in Situ	[25%] of Face Amount]

[Other Critical Illnesses:

Major Organ Transplant	[100%] of Face Amount
End Stage Renal Failure	[100%] of Face Amount
Loss of Speech or Vision	[100%] of Face Amount
Coma	[100%] of Face Amount
Permanent Paralysis due to Accidental Injury	[100%] of Face Amount]

Each Critical Illness is defined fully in this Policy. Please see the Definitions section.

### [Rider Benefits]

[Return of Premium Rider	[100%] of Premiums Paid]
--------------------------	--------------------------

For each Covered Person during the entire time that this Policy is in force:

[Payment of Benefits within a Benefit Group will not exceed [100%] of the Face Amount[;][.]]

[Payment of Benefits within the [Vascular] [and] [Cancer] Benefit Group[s] will not exceed [100%] of the Face Amount[.][;][and]

[Payment of Benefits within the Other Critical Illnesses Benefit Group will not exceed [50%] of the Face Amount.]

## DEFINITIONS

**Accident(al)** means an event that directly causes bodily Injury to a Covered Person while this Policy is in force.

**Age** means age of a Covered Person as of his or her last birthday.

**Applicant** means the person who signed the Application for this Policy.

**Application** means the application signed by the Applicant and submitted to Us for this Policy.

**Benefit Group** means a set of Critical Illnesses that is shown on the Policy Schedule for which this Policy pays Benefits.

**Board-Certified** means a Doctor certified by one of the Member Boards of the American Board of Medical Specialties.

**[Carcinoma in Situ** means a diagnosis of cancer wherein the tumor cells still lie within the tissue of origin without having invaded neighboring tissue.

Carcinoma in Situ does not include:

- [Carcinoma in Situ identified by Tentative, Clinical or Pathological Diagnosis within 30 days after the Covered Person's Effective Date;]
- Prostate cancer histologically classified as Gleason score of less than 7, or TNM classification less than T2N0M0;
- Malignant melanoma of less than 1.0mm. maximum thickness as determined by histological examination using the Breslow method;
- other skin malignancies;
- pre-malignant lesions (such as intraepithelial neoplasia); or
- benign tumors or polyps.

The Carcinoma in Situ Date of Diagnosis must be [more than 30 days] after the Covered Person's Effective Date. Diagnosis must be made by a Board-Certified pathologist.]

**Clinical Diagnosis** means a clinical identification of a Critical Illness based on history, laboratory study and 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 the Covered Person for a Critical Illness.

**[Coma** means a state of complete and continuous unconsciousness not less than [96] hours in duration which exhibits an inability to be aroused or to respond to external stimuli aside from primitive avoidance reflexes.

The diagnosis of Coma must be made by a Board-Certified neurologist.

The Coma Date of Diagnosis must be [more than 30 days] after the Covered Person's Effective Date.

Benefits are not payable for medically-induced comas.]

**[Coronary Artery Bypass Surgery** means major surgery requiring median sternotomy (division of breast bone) to correct narrowing or blockage of one or more coronary arteries with bypass grafts on the advice of a cardiologist. Diagnosis of coronary heart disease must be made by accepted angiography testing.

The following procedures are not considered coronary artery by-pass surgery:

- balloon angioplasty;
- laser embolectomy;
- atherectomy;
- stent placement; or
- other non-surgical procedures.

Prescription of Coronary Artery Bypass Surgery must be made:

- by a Doctor; and
- [more than 30 days] after the Covered Person's Effective Date.]

**Covered Person(s)** means each person named in the Application as a Person(s) Proposed for Coverage, unless excluded by Us.

You may add Eligible Dependents as Covered Persons after the Date of Policy by making a written request to Us on a form that We provide. Such addition is subject to the Coverage of Eligible Dependents provision.

**Critical Illness** means:

- [Heart Attack;]
- [Heart Transplant;]
- [Stroke;] [or]
- [Coronary Artery Bypass Surgery][;]
- [Invasive Cancer or Malignant Melanoma;] [or]
- [Carcinoma in Situ][;]
- [Major Organ Transplant;]
- [End Stage Renal Failure;]
- [Loss of Speech or Vision;]
- [Coma;] [or]
- [Permanent Paralysis due to Accidental Injury.]

The above terms are defined in the Definitions section of this Policy.

**Date of Application** means the date the Applicant signed the Application for this Policy.

**Date of Diagnosis** means the earliest of the date of:

- Tentative Diagnosis;
- Clinical Diagnosis; or
- the day the tissue specimen, culture and/or titer(s) are taken, upon which the Tentative or Pathological Diagnosis of a Critical Illness is made.

**Date of Policy** means the date shown on this Policy Schedule or in an endorsement to this Policy.

The Date of Policy will be used to determine:

- Effective Date of coverage for eligible persons then covered by this Policy;
- Premium due dates;
- the Time Limit on Certain Defenses, except as otherwise stated; and
- as this Policy otherwise states.

**Dependent Child/Dependent Children** means the natural children and adopted children of the Primary Insured and/or of the Primary Insured's Spouse who:

- [are less than [18] years of Age or] are less than [26] years of Age [if a full-time student];
- are unmarried; and
- have not contributed more than one-half toward their own support during the prior calendar year.

An adopted child does include a child legally placed for adoption with the Primary Insured or Spouse. An adopted child also includes a child for whom Primary Insured or Primary Insured's Spouse has filed a petition to adopt.

**Disabled** means the inability to engage in self-sustaining employment due to mental incapacity or physical handicap.

**Divorce** means a legal action that ends a marriage or other relationship under which this Policy provides Benefits for a Spouse.

**Doctor** 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.

Doctor does not include You or Your:

- Spouse;
- child;
- parent;
- sibling;
- in-law; or
- a medical doctor or other person practicing outside of the United States.

**Effective Date** means, for those named in the Application and approved by Us, the Date of Policy.

When a Covered Person is added after the Date of Policy, We will reissue or endorse it showing that person's Effective Date.

**Eligible Dependent(s)** means those persons, other than the Primary Insured, who may be provided coverage by this Policy. The Plan Type that You chose on the Application determines which, if any, Eligible Dependents can be covered by this Policy.

Eligible Dependents are the Primary Insured's:

- Spouse;
- Dependent Children; and
- Spouse's Dependent Children.

Only those Eligible Dependents named in the Application and approved by Us are covered under this Policy.

You may ask Us to add Eligible Dependents. Addition will be subject to the Coverage of Eligible Dependents provision.

**[End Stage Renal Failure** means End Stage Renal disease which:

- results in chronic irreversible failure of both kidneys to function; and
- which requires a Covered Person to undergo regular renal dialysis at least weekly.

The End Stage Renal Failure Date of Diagnosis must be [more than 30 days] after the Covered Person's Effective Date. Diagnosis must be made by a Doctor.]

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

**Grace Period** means the 31 consecutive day period starting on the day the Premium is due during which You can pay the Premium and during which coverage is effective.

**[Heart Attack** means the death of a portion of the heart muscle resulting from blockage of one or more coronary arteries. A covered Heart Attack is one that:

- is associated with new EKG changes consistent with and supporting the diagnosis of Heart Attack (Myocardial Infarction);
- exhibits elevation of cardiac enzymes above generally accepted laboratory levels of normal (in case of CPK, a CPK-MB measurement must be used);
- is confirmed by imaging studies such as thallium scans, MUGA scans or stress echocardiograms; and
- occurs [more than 30 days] after the Covered Person's Effective Date.

Diagnosis is to be made by a Doctor based on generally accepted principles of medicine at the time the diagnosis is made.

The following are not considered as a Heart Attack:

- an EKG change consistent with transient ischemic change;
- angina;
- chance finding of EKG changes suggestive of a previous Heart Attack; or
- the death of the heart muscle coincidental with death from other causes.

Heart Attack that occurs during or within [24] hours after a cardiac or coronary artery procedure is not covered by this Policy.]

**[Heart Failure** means clinical evidence showing disease of or injury to the heart that is, by generally accepted medical standards, sufficient to require a human to human replacement of the whole heart. The diagnosis of Heart Failure must be made [more than 30 days] after the Covered Person's Effective Date.]

**[Heart Transplant** means the failing heart must be replaced due to clinical evidence of Heart Failure with a whole heart from a suitable human donor under generally accepted medical procedures. Heart Transplant under this Policy includes a procedure to replace the heart and a lung or lungs together.

In order for the heart transplant to be covered under this Policy, the Covered Person must be registered by the United Network of Organ Sharing or its medically recognized successor organization. The Covered Person will not be eligible for a Benefit for a Heart Transplant under this Policy until the Covered Person is so registered.

Prescription for a Heart Transplant must be made:

- by a Doctor; and
- [more than 30 days] after the Covered Person's Effective Date.]

**Injury** means Accidental physical bodily damage sustained by a Covered Person which:

- is independent of all other causes; and
- occurs while this Policy is in force.

**[Invasive Cancer**, for the purposes of this Policy, means a malignant tumor identified by Pathological Diagnosis and characterized by the uncontrolled growth and spread of malignant cells and the invasion of local or distant tissue. This includes Leukemia and Lymphoma.

The following are not considered Invasive Cancer for purposes of this Benefit:

- [a Cancer identified by Tentative, Clinical or Pathological Diagnosis within 30 days after the Covered Person's Effective Date;]
- all skin cancers, unless there is evidence of metastasis, or the tumor is a Malignant Melanoma of greater than 1.0 mm. maximum thickness as determined by histological examination using the Breslow method; and
- prostate cancer, unless histologically classified as Gleason score 7 or greater, or TNM classification T2N0M0 or greater.

Payment of Benefits is based upon Date of Diagnosis. The diagnosis must be a Pathological Diagnosis, and must be made [more than 30 days] after the Covered Person's Effective Date. We will accept a Clinical

Diagnosis in place of a Pathological Diagnosis only if:

- a Pathological Diagnosis cannot be made because it is medically inappropriate or life-threatening;
- there is medical evidence to support the diagnosis; and
- a Doctor is treating the Covered Person for cancer.

We will not pay Benefits based on a Tentative Diagnosis.]

**[Loss of Speech** means the clinically-proven total, permanent and irreversible loss of the ability to speak. The loss must be:

- as a result of Accidental Injury or Sickness; and
- have continued without interruption for a period of at least six (6) consecutive months.

No Benefit will be payable if in general medical opinion a device or implant could result in the partial or total restoration of speech.

The Loss of Speech Date of Diagnosis must be [more than 30 days] after the Covered Person's Effective Date and must be made by physical examination by a speech pathologist.

[If a Loss of Speech is first diagnosed before Age three years, We will pay this Benefit when:

- the Covered Person reaches Age three years; and
- he or she is covered by this Policy; and
- The Loss of Speech continues without interruption for a period of at least six (6) consecutive months after diagnosis.]

Loss of Speech does not include a loss caused by Cancer. Loss of Speech does not include a loss caused by treatment of Cancer.]

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

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

There must be unequivocal proof that blindness was:

- due to Accidental Injury or Sickness; 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 [more than 30 days] after the Covered Person's Effective Date.

[If a Loss of Vision is first diagnosed before Age three years, We will pay this Benefit when:

- the Covered Person reaches Age three years; and
- he or she is covered by this Policy; and
- The Loss of Vision continues without interruption for a period of at least six (6) consecutive months after diagnosis.]

Loss of Vision does not include a loss caused by Cancer. Loss of Vision does not include a loss caused by treatment of Cancer.]

**[Major Organ Failure** means clinical evidence showing disease of or Injury to one of the following major organs that is, by generally accepted medical standards, sufficient to require a human to human replacement of the whole organ:

- liver;
- kidney;
- pancreas or pancreas-kidney; or
- lung or lungs.]

**[Major Organ Transplant** means that an organ transplant procedure is required due to Major Organ Failure. Transplantation includes human to human transplant of the following organs only:

- liver;
- kidney;
- pancreas or pancreas-kidney; or
- lung or lungs.

A lung transplant procedure that is combined with a Heart Transplant is considered a Heart Transplant under this Policy and is excluded from the definition of Major Organ Transplant.

In order for the Major Organ Transplant to be covered under this Policy, the Covered Person must be registered by the United Network of Organ Sharing or its medically recognized successor organization. The Covered Person will not be eligible for this Benefit until he or she is so registered. Payment of Benefits is based upon diagnosis of need for procedure made [more than 30 days] after the Covered Person's Effective Date.]

**Pathological Diagnosis** means identification of a Critical Illness based on a microscopic study of fixed tissue or preparations from the hemi (blood) system. This type of diagnosis must be done by a Board-Certified pathologist whose diagnosis is in keeping with the standard set by the American Board of Pathology.

**[Permanent Paralysis** means Hemiplegia, Paraplegia or Quadriplegia when caused by Injury sustained in an Accident. The Paralysis is evidenced by the total and irreversible loss of use of two or more limbs as a result of a physical Injury occurring after the Covered Person's Effective Date. The loss is marked by loss of muscle function in two arms, two legs, or one arm and one leg.

The loss must be:

- due to an Accidental Injury that occurs after the Covered Person's Effective Date;
- expected to be permanent; and
- must have been present continuously for at least [180] days.

Permanent Paralysis does not include paralysis that results from a Stroke.]

**[Plan Type** means either:

- coverage for an individual (Individual);
- coverage for an individual and his or her Dependent Children (Single Parent); [or]

- coverage for an individual, his or her Spouse and their Dependent Children (Family)[.];] [or]
- [coverage for an individual and his or her Spouse (Couple).]

Plan Type is the coverage option You chose on the Application, unless We changed it. Plan Type is shown on the Schedule.

**Policy Anniversary** means the yearly anniversary of the Date of Policy.

**Policy Owner** means the Applicant, who is the owner of this Policy.

If the Applicant and the Primary Insured are not the same person and the Applicant dies before this policy ends:

- the Primary Insured will be the Policy Owner, if he or she has reached the age of majority; or
- the Primary Insured's legal guardian will be the Policy Owner, if he or she has not reached the age of majority; and
- once the Primary Insured reaches the age of majority, he or she will become the Policy Owner.

This Policy does not provide for third party owners except as stated above.

**Premium** means the amounts that must be paid to Us for coverage under this Policy and to keep this Policy in force.

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

- [Invasive Cancer or Malignant Melanoma;]
- [Carcinoma in Situ;]
- [Coma;]
- [Major Organ Transplant;]
- [End Stage Renal Failure;]
- [Loss of Vision;]
- [Loss of Speech;]
- [Permanent Paralysis;]
- [Heart Attack;]
- [Heart Transplant as a result of heart failure;] [or]
- [Stroke].

Pre-existing Condition also means [any of] the following which a Doctor has treated or for which a Doctor has advised treatment (by transplant, Coronary Artery 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 the presentation of symptoms or the presence of any of the conditions above:

- which would have caused a reasonably prudent person to seek medical advice, diagnosis, care or treatment; and
- which condition would have been medically diagnosable after the receipt of the results of medical diagnostic and laboratory tests that would have been reasonably indicated and ordered by a reasonably prudent Doctor under the same or similar conditions; and
- which presented or were present within the past 5 years.

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

**Primary Insured** means the person so listed on the Policy Schedule.

**Proof of Loss** means a Claim Form or other documents satisfactory to Us.

Proof of Loss may also include statements completed by You and/or the Covered Person, and the attending Doctor showing:

- the nature of the loss;
- the date, or inclusive dates, of loss; and
- the cause of loss.

On request, We will tell the Primary Insured or other claimant what forms or documents are required.

We may require authorizations to obtain medical and psychiatric information.

We will give You or the claimant a Claim Form upon request. You are responsible for any costs for completing the Claim Form.

We may ask for other Proof of Loss from hospitals and Doctors. We will pay the reasonable cost of obtaining these records.

**[Renal Failure** means End Stage Renal Failure.]

**Sickness** means an illness or disease of a Covered Person, including pregnancy and childbirth.

**Spouse** means[:]

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

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

- [the Primary Insured's Domestic Partner [(California)];]
- [a party to a Civil Union with the Primary Insured [(Vermont)][and][Connecticut];]
- [a Reciprocal Beneficiary of the Primary Insured [(Hawaii)];:] [or]
- [someone for whom we must provide the coverage of this Policy on a spousal equivalent basis under the laws or regulations of the state where the Primary Insured lives.]]

[When We provide coverage under this definition "2", We will continue to provide coverage after the Primary Insured or Spouse moves to a state that does not recognize the relationship described.]

[We will not continue to provide coverage under these definitions "1" and "2" for the Spouse when a legal action ends a relationship described.]

This Policy will at no time cover more than one person as a Primary Insured's Spouse.

**[Stroke** means death of brain tissue due to a cerebrovascular event resulting in neurological damage including infarction, hemorrhage or embolization of brain tissue from an extra cranial source for at least 60 days.

Stroke does not mean a transient ischemic attack, transient global amnesia, chronic cerebrovascular insufficiency, attacks of vertebrobasilar ischemia or a cerebrovascular event resulting from Accidental Injury.

Diagnosis of a Stroke must be based on the following criteria:

- documented neurological impairment or deficits;
- evidence of brain tissue damage by neuroimaging (CT, MRI, or PET Tomography or similar test);
- permanent neurological deficit measured three months or more after the event that results in a score of 2 or higher on the Modified Rankin Scale for stroke outcome; and
- which was made [more than 30 days] after the Covered Person's Effective Date.

The Stroke Date of Diagnosis must be [more than 30 days] after the Covered Person's Effective Date.]

**Tentative Diagnosis** means a diagnosis of a Critical Illness based upon dated medical records.

**Us, We** and **Our** means Kanawha Insurance Company.

**You** and **Your** means the Policy Owner.

## **CRITICAL ILLNESS BENEFITS**

Subject to all terms in this Policy, We will pay the Benefits provided by this Policy. Dollar amounts of Benefits are shown on the Policy Schedule. Loss must be due to a covered Critical Illness and must occur after the Date of Policy.

Proof of Loss must be submitted. Benefits are only due and payable for a loss covered by this Policy for which Proof of Loss has been received by Us.

We will pay Benefits to the Policy Owner. This is subject to the Payment of Benefits provision.

### **[VASCULAR BENEFITS**

#### **Heart Attack Benefit**

We will pay this Benefit when We receive Proof of Loss showing that a Covered Person has suffered a covered Heart Attack.

#### **Heart Transplant Benefit**

We will pay this Benefit when We receive Proof of Loss showing that a Covered Person:

- demonstrates Heart Failure; and
- is registered with and on the waiting list of the United Network for Organ Sharing or its successor for a human to human replacement of the whole heart.

Heart Transplant under this Policy includes a heart lung transplant.

#### **Stroke Benefit**

We will pay this Benefit when We receive Proof of Loss showing that a Covered Person has suffered a covered Stroke.

### **Coronary Artery Bypass Surgery Benefit**

We will pay this Benefit when We receive Proof of Loss showing that a Covered Person has undergone a covered Coronary Artery Bypass Surgery.]

### **[CANCER BENEFITS**

#### **Invasive Cancer or Malignant Melanoma Benefit**

We will pay this Benefit when We receive Proof of Loss showing that a Covered Person suffers from a covered Invasive Cancer or Malignant Melanoma.

#### **Carcinoma in Situ Benefit**

We will pay this Benefit when We receive Proof of Loss showing that a Covered Person suffers from a covered Carcinoma in Situ.]

### **[OTHER CRITICAL ILLNESS BENEFITS**

#### **Major Organ Transplant Benefit**

We will pay this Benefit when We receive Proof of Loss showing that a Covered Person:

- demonstrates Major Organ Failure; and
- is registered with and on the waiting list of the United Network for Organ Sharing or its successor for a human to human replacement of the failing Major Organ.

Major Organ Transplant does not include:

- Heart Transplant; or
- heart lung transplant.

#### **End Stage Renal Failure Benefit**

We will pay this Benefit when We receive Proof of Loss showing that a Covered Person suffers from a covered End Stage Renal Failure.

#### **Loss of Speech or Vision Benefit**

We will pay this Benefit when We receive Proof of Loss showing that a Covered Person suffers from a covered:

- Loss of Speech; or
- Loss of Vision.

#### **Coma Benefit**

We will pay this Benefit when We receive Proof of Loss showing that a Covered Person suffers from a covered Coma.

#### **Permanent Paralysis Benefit**

We will pay this Benefit when We receive Proof of Loss showing that a Covered Person suffers from a covered Permanent Paralysis caused by an Accidental Injury.]

## **MAKING A CLAIM UNDER THIS POLICY**

### **Notice of Claim**

A written notice of claim must be given to Us within 60 days after a loss covered by this Policy starts or as soon thereafter as is reasonably possible. Covered losses are listed under Benefits on page[s] [4] [and 5]].

The notice of claim should include:

- the Covered Person's name;
- Policy number; and
- a description of the claim.

Send the written notice of claim to:

Kanawha Insurance Company  
[Post Office Box 2000]  
[Lancaster, SC 29721-2000]

### **Claim Forms**

On receipt of a notice of claim, we may provide to You the forms usually provided by Us for filing proof of loss. If the forms are not provided within 15 days after the date of the notice, You shall be considered to have complied with the requirements of this policy as to proof of loss on submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character, and the extent of the loss for which the claim is made.

### **Proof of Loss**

Proof of Loss showing dates of loss must be given to Us within 90 days after the covered loss starts. If You are not able to give Proof of Loss within 90 days, Proof of Loss must be given to Us as soon as is reasonably possible. In any event, Proof of Loss must be given not later than one year from the time the covered loss starts, unless You are legally unable to do so.

We have the right to defend any claim for Benefits under this Policy and to investigate any such claim. We may require authorizations to obtain medical and psychiatric information as well as non-medical information.

### **Payment of Benefits**

Benefits will be paid to the Policy Owner immediately upon receipt of written proof of loss.

If Benefits are payable to an estate or to a beneficiary who cannot give Us a valid release, We can pay Benefits up to \$1,000 to someone related to the Policy Owner by blood or marriage whom We consider to be entitled to the Benefits. Any payment made by Us in this manner fully discharges Us and releases Us from further claims for the Benefits paid.

## **BENEFIT CONDITIONS AND LIMITATIONS**

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.

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 Policy Owner may choose the Benefit to be paid.

A Critical Illness that occurs during the 30-day period after a Covered Person's Effective Date is not covered.

[A Tentative, Clinical or Pathological Diagnosis of Invasive Cancer during the 30-day period after a Covered Person's Effective Date is not covered.]

[Benefits for Invasive Cancer or Carcinoma in Situ will not be payable based on a Tentative Diagnosis.]

[All Vascular Benefits for a Covered Person end when We have paid [100%] of the Covered Person's Face Amount for any of the following:

- Heart Attack;
- Heart Transplant; or
- Stroke.]

[When We pay a Benefit for Coronary Artery Bypass Surgery, the Covered Person's Face Amount for other Vascular Benefits is reduced by [25%.]

[All Cancer Benefits for a Covered Person end when We have paid [100%] of the Covered Person's Face Amount for Invasive Cancer.]

[When We pay a Benefit for Carcinoma in Situ, the Covered Person's Face Amount for Invasive Cancer is reduced by [25%.]

[All Other Critical Illness Benefits for a Covered Person end when We have paid [100%] of the Covered Person's Face Amount for any of the following:

- Major Organ Transplant;
- End Stage Renal Disease;
- Loss of Speech or Vision;
- Coma; or
- Permanent Paralysis.]

## **WAITING PERIOD**

A loss otherwise insured by this Policy is not covered if it occurs within 30 days after a Covered Person's Effective Date.

## **EXCLUSIONS**

No Benefits of this Policy or Riders attached to it will be paid for loss that is contributed to, caused by, or occurs during;

- any intentionally self-inflicted Injury;
- suicide, or attempted suicide, while sane or insane;
- active duty military service;
- participation in the commission or attempted commission of a felony;
- being intoxicated or under the influence of alcohol, drugs or any narcotic (including overdose) unless administered on, and taken in accordance with, the instructions of a Doctor;
- psychosis; or
- alcoholism or drug addiction.

## **COVERAGE**

Each person named in the Application as a Person Proposed for Coverage is a Covered Person unless excluded by Us when this Policy was issued. Coverage begins at 12:01 a.m. local time in the Covered Person's state of residence on the Date of Policy.

Coverage ends as stated in this Policy. See the Termination of Coverage section.

## **COVERAGE CHANGES**

You may ask Us to change the Face Amount or Plan Type.

To decrease the Face Amount or remove Covered Persons, make a written request to Us on a form that We provide.

To increase the Face Amount or change the Plan Type, You must:

- make a written request on a form that We provide;
- provide Evidence of Insurability acceptable to Us; and
- pay the required Premium.

Upon a Coverage Change, We will adjust Premiums on the first day of the Policy month after We approve a change.

This Policy does not provide for other Coverage Changes. If You wish to add a Benefit Group, you must make application to Us for a new policy. Evidence of Insurability will be required. Addition of a Benefit Group will only be available if this Policy form is then available in Your state.

## **COVERAGE OF ELIGIBLE DEPENDENTS**

If You chose a Plan Type that allows coverage for Eligible Dependents, all such Eligible Dependents named in the Application as Persons Proposed for Coverage are Covered Persons unless:

- excluded by Us when this Policy was issued; or
- coverage ends according to the terms of this Policy.

Premium due for Eligible Dependent coverage must be paid.

For an Eligible Dependent not listed on the Application to be covered under this Policy as a Covered Person, You must:

- apply to Us in writing;
- include Evidence of Insurability for any such Eligible Dependent; and
- be covered by a Plan Type that would allow for such Eligible Dependent to be covered.

If Your Plan Type does not allow addition of an Eligible Dependent, see the Coverage Changes provision above.

Coverage is only effective if approved by Us. If coverage is approved by Us, it will start at 12:01 a.m. local time in the Covered Person's state of residence on the date We approved it.

Premium rates vary depending on Age and Plan Type. A Plan Type change is only effective if approved by Us.

## **Dependent Child**

If Your Plan Type allows, a Dependent Child may be added as a Covered Person while this Policy is in force. You must:

- apply to Us in writing;
- include Evidence of Insurability for each such Dependent Child; and
- pay the required Premium for this Dependent Child's coverage.

Coverage is only effective if approved by Us.

## **Disabled Child**

A Dependent Child who becomes Disabled while he or she is a Covered Person under this Policy, may continue to be covered by this Policy after his or her coverage as a Dependent Child would otherwise end, as long as he or she:

- is and remains unmarried;
- is and continues to be Disabled; and
- has not contributed more than one-half toward his or her own support during the prior Calendar Year.

The proper Premium must continue to be paid.

We require proof that such Dependent Child is Disabled.

We must receive:

- a copy of the current tax return of the Primary Insured or Spouse showing this child claimed as a dependent; and either
- a copy of the Dependent Child's Social Security disability certification; or
- a Doctor's statement regarding the nature and severity of the disability.

Thereafter, We may require proof, but not more frequently than annually.

In no event will coverage for any Covered Person continue beyond the date that this Policy ends.

## **Subsequent Spouse**

If Your Plan Type allows, the Primary Insured's subsequent Spouse may be added as a Covered Person while this Policy is in force. You must:

- apply in writing;
- include Evidence of Insurability for this Spouse; and
- pay the required Premium for this Spouse's coverage.

Coverage is only effective if approved by Us.

## **CONTINUATION**

### **At Death of Primary Insured**

At the death of the Primary Insured, We may continue coverage of other than Covered Persons of this Policy. To continue coverage, We must, within 60 days after the Primary Insured's death receive:

- a written request; and
- the required Premium.

We will continue coverage using this Policy's form and Date of Policy. Coverage will be the same as that which was available to Covered Persons on the last day that they were covered by this Policy.

### **For Divorced Spouse (if covered)**

If the Primary Insured and Spouse Divorce, the former Spouse, if a Covered Person at the time of Divorce, may apply to Us to continue coverage. He or she:

- must apply to Us within 60 days after eligibility ends under this Policy;
- must pay the required Premium; and
- may cover his or her Eligible Dependents, if covered by this Policy.

When an eligible person is covered under the policy of a former Spouse, he or she will not be covered by this Policy.

We will continue coverage using this Policy's form and Date of Policy. Coverage will be the same as that which was available to Covered Persons on the last day that they were covered by this Policy.

## **PREMIUMS, CHANGE IN PREMIUMS**

### **Premium Payments**

To keep this Policy in force and avoid lapse, You must pay each Premium due before the end of the Grace Period. If Premium is paid that would pay Premiums past the end date of this Policy, We will refund the excess to You.

Premium amounts are based on the Benefits You chose, persons covered, Age[, ] [gender][, ] [and] [tobacco use] [and state of [residence]] on the Date of Policy. Premiums for any other benefit riders attached to this Policy will be assigned to the same Premium class. Your Premium can be changed for the following reasons:

- if We change the Premium on all policies in the same Premium class;
- if You apply for and We approve a change in the Face Amount or Plan Type; or
- if You apply for and We approve addition of Covered Persons.

If We change the Premium on all policies in the same Premium class, We will give 60 days written notice before such Premium change occurs. Any increase or decrease will start on the Premium due date no sooner than 60 days after the notice is given. Any other change in Premium will start on the date following the change in coverage [or state of residence].

## **TERMINATION OF COVERAGE**

Except as may be stated in Continuation, above in this Policy, coverage will end as stated below.

Insurance of a Covered Person under this Policy ends when We have paid 100% of the Face Amount in each Benefit Group covering that person.

Insurance of all Covered Persons under this Policy ends when We have paid 100% of the Face Amount in each Benefit Group covering all such persons. We will refund any Premium paid past the end of the Policy month during which the coverage ends.

This Policy ends and coverage for all Covered Persons ends the earliest of:

- the date the last Premium was due if not paid by the end of the Grace Period;
- when You request in writing that this Policy be canceled; or
- the date of the Primary Insured's death.

If this Policy ends for any reason, coverage for every Covered Person ends.

### **Spouse (if covered)**

Coverage for the Primary Insured's Spouse, if a Covered Person, will end the earliest of:

- the date of the Primary Insured's death;
- the date when the Primary Insured and this Spouse Divorce;
- the date when coverage for such Spouse ends at the request of the Policy Owner; or
- the date the last Premium was due if not paid by the end of the Grace Period.

### **Dependent Children (if covered)**

Coverage for each Dependent Child, if a Covered Person, will end the earliest of:

- the date of the Primary Insured's death;
- the date when coverage for such Dependent Child ends at the request of the Policy Owner;
- the date when such Dependent Child turns [18] years old, unless such Dependent Child continues to be a full-time student or unless coverage is continued as a Disabled Dependent Child as stated in this Policy;
- the date each such Dependent Child [18] years of Age or older but less than [26] years of Age ceases to be a full-time student, unless coverage is continued as a Disabled Dependent Child as stated in this Policy;
- the date when such Dependent Child turns [26] years old, unless coverage is continued as a Disabled Dependent Child as stated in this Policy;
- the date such Dependent Child marries;
- when such Dependent Child has contributed more than one-half toward his or her own support during the prior Calendar Year;
- the date when such Dependent Child is no longer Disabled, if coverage has been continued for this Dependent Child beyond [26] years of Age as a Disabled Dependent Child; or
- the date the last Premium was due if not paid by the end of the Grace Period.

A Covered Person's coverage ends effective at 12:00 midnight local time in his or her state of residence on the coverage end date.

## **GENERAL PROVISIONS**

### **Assignment**

No assignment of this Policy by You is allowed. Benefits may be assigned. No assignment of Benefits is effective until received by Us in writing. We are not responsible for the validity of any assignment of Benefits made.

### **Change of Beneficiary**

You can change any Beneficiary during the lifetime of the Insured unless an irrevocable beneficiary is named.

A change in beneficiary must be made by filling a written request in a form satisfactory to Kanawha. The change will be effective as of the day it was signed but Kanawha will not be liable for any action taken before notice is received at the Home Office. Kanawha reserves the right to require this Policy for endorsement.

### **Conformity with State Statutes**

Any Policy term that is in conflict with the statutes of the state in which this Policy was issued is hereby amended to meet the minimum requirements of such statute(s).

## **Entire Contract**

This Policy includes:

- the Application;
- the Policy Schedule;
- any endorsement or amendment;
- any attached rider;
- any application for reinstatement, if the Policy is reinstated after lapse; and
- any application adding a Covered Person.

This Policy constitutes the entire contract between You and Us.

## **Changes**

No change in this Policy shall be valid unless made by endorsement or amendment. Such a change is valid only if signed by Our Chairman or Our President. No other person can waive any Policy terms or make any agreements about this Policy that are binding on Us.

## **Grace Period**

This Policy has a 31 consecutive day Grace Period. The Grace Period starts on the day the Premium is due. This Policy is in force during the Grace Period. As long as each Premium due is paid within the Grace Period, this Policy will stay in force. If the Premium due is not paid within the Grace Period, then this Policy will lapse and all coverage ends.

## **Legal Actions**

Legal action cannot be taken against Us:

- sooner than 60 days after due Proof of Loss has been submitted to Us; or
- more than [3] years after the time written Proof of Loss is required to be filed according to the terms of this Policy.

## **Misstatement of Age, Gender or Tobacco Use**

If a Covered Person's Age, gender or tobacco use is misstated when coverage was applied for, the Face Amounts will be those which the Premiums paid would have purchased for the correct Age, gender or tobacco use.

This is without prejudice to Our rights under the Time Limit on Certain Defenses provision.

## **Non-participating**

This Policy is issued on a non-participating basis and will not share in Our surplus or earnings. This Policy will not pay dividends.

## **Physical Exams**

We will have the right to have any Covered Person examined by a healthcare professional of Our choice while a claim is pending. This right may be exercised as often as reasonably required. This will be at Our Expense.

## **Reinstatement of this Policy**

If the Premium is not paid before the Grace Period ends, the Policy will lapse. Later acceptance of the Premium by Us or by an agent authorized to accept payment without requiring an application for reinstatement, will reinstate this policy.

If We or Our agent require an application, You will be given a conditional receipt for the Premium. If the application is approved, the Policy will be reinstated as of the approval date.

Lacking such approval, the Policy will be reinstated on the 45th day after the date of the conditional receipt unless We have previously written You of Our disapproval.

The reinstated Policy will cover only loss that results from an injury sustained after the date of reinstatement or sickness that starts more than 10 days after such date.

In all other respects, Your rights and Our rights will remain the same, subject to any provisions noted on or attached to the reinstated policy.

Any premiums We accept for a reinstatement will be applied to a period for which premiums have not been paid. No premiums will be applied to any period more than 60 days before the reinstatement date.

### **Return of Unearned Premium**

If the Primary Insured or Spouse dies, Premium for his or her coverage paid past the end of the Policy month in which death occurred will be refunded upon notice to Us. A certified copy of the death certificate will be required.

[If a covered Dependent Child dies, and no other Dependent Child is covered, Premium paid past the end of the Policy month in which death occurred will be refunded upon notice to Us. A certified copy of the death certificate will be required.]

If Insurance under this Policy ends when We have paid 100% of the Face Amount in each Benefit Group covering that person, We will refund Premiums paid past the end of the Policy month in which the loss occurred. For a Dependent Child, this will only apply if he or she is the only Child covered by this Policy.

We will pay any unearned Premium to the Policy Owner, if living. Otherwise, We will pay:

- the beneficiary, if one is named in this Policy; or
- the Policy Owner's estate.

### **Time Limit on Certain Defenses**

No misstatements, except fraudulent ones, contained in the Application for this Policy can be used to deny a claim for a loss incurred by a Covered Person after two years from the Date of Policy.

No misstatements, except fraudulent ones, contained in any application submitted after the Date of Policy can be used to deny a claim for a loss incurred by a Covered Person after two years from the date We received it.

# KANAWHA INSURANCE COMPANY

[210 S. WHITE STREET]  
[LANCASTER, SC 29720]

[PO BOX 610]  
[LANCASTER, SC 29721-0610]

TELEPHONE: [877-207-0158]

## RETURN OF PREMIUM BENEFIT RIDER

**PLEASE READ THIS RIDER CAREFULLY.** This Rider is attached to and a part of the Policy. All terms of the Policy apply to this Rider, unless stated otherwise.

This Rider provides a Return of Premium as outlined below.

### Rider Date

This Rider's effective date is the same as the Date of Policy[.],[if this Rider was attached to the Policy when it was issued.] [If this Rider was not attached when the Policy was issued, the effective date of this Rider is the date We approved it.]

## DEFINITIONS

**20-Year Anniversary** means the 20<sup>th</sup>, 40<sup>th</sup> and all later anniversaries of the Date of Policy that are evenly divisible by 20.

## BENEFITS

We will return all Premiums paid on the Policy and Riders attached to it on the 20<sup>th</sup> anniversary of the Date of Policy if:

- Premiums of the Policy are paid to the 20<sup>th</sup> anniversary of the Date of Policy;
- this Rider is then in force; and
- no claim for a Critical Illness Benefit has been paid or incurred.

On the second and any later 20-Year Anniversary, We will return all Premiums paid on the Policy and Riders attached to it since the prior 20-Year anniversary if:

- Premiums of the Policy are paid to the then current 20-Year Anniversary;
- this Rider is then in force; and
- no claim for a Critical Illness Benefit has been paid or incurred.

We will pay any Return of Premium Benefit to You.

After a Return of Premium Benefit is paid, You can keep the Policy, this Rider and any other Riders by paying the Premiums for them.

## LIMITATIONS

If any Critical Illness Benefit is paid for any Covered Person of the Policy, this Rider ends.

If this Rider ends, no Return of Premium Benefit will be payable on any 20-Year Anniversary that takes place after this Rider ends.

## PREMIUMS

Premiums for this Rider are shown on the policy to which it is attached.

If this Rider ends because a Critical Illness Benefit is paid, We will refund the Premiums for it from the end of the Policy month during which the Critical Illness was incurred.

## TERMINATION

This Rider ends and coverage under this Rider ends:

- the date Your Policy lapses or otherwise ends;
- when You make written request to cancel this Rider; or
- when a Critical Illness Benefit is paid for any Covered Person.

Signed for the Company.



[  
[President]  
]

PLEASE INDICATE:  NEW COVERAGE  CHANGE TO EXISTING COVERAGE  CONTINUATION OF COVERAGE

Person(s) Proposed for Coverage

<b>Primary Insured (Please Print)</b>	First Name	MI	Last Name	Suffix	
	<input type="text"/>				
	Birthdate (MM/DD/YYYY)	State of Birth	Height (Ft-In)	Weight	Social Security Number
	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>
	Address (Street or R.R.)				Gender
	<input type="text"/>				<input type="radio"/> Male <input type="radio"/> Female
City	State	ZIP Code	Home Telephone		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> ( <input type="text"/> ) <input type="text"/> - <input type="text"/>		
Have you used any form of tobacco in the past 12 months?..... <input type="radio"/> Yes <input type="radio"/> No					

<b>Spouse</b>	Spouse Name (First Name, MI, Last Name) (If proposed for coverage)				Suffix	State of Birth
	<input type="text"/>				<input type="text"/>	<input type="text"/>
	Birthdate (MM/DD/YYYY)	Height (Ft-In)	Weight	Social Security Number	Gender	
	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="radio"/> Male <input type="radio"/> Female	
Have you used any form of tobacco in the past 12 months?..... <input type="radio"/> Yes <input type="radio"/> No						

<b>Child One</b>	Child Name (First Name, MI, Last Name) (If proposed for coverage)				Suffix	State of Birth
	<input type="text"/>				<input type="text"/>	<input type="text"/>
	Birthdate (MM/DD/YYYY)	Height (Ft-In)	Weight	Social Security Number	Gender	
	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="radio"/> Male <input type="radio"/> Female	

<b>Child Two</b>	Child Name (First Name, MI, Last Name) (If proposed for coverage)				Suffix	State of Birth
	<input type="text"/>				<input type="text"/>	<input type="text"/>
	Birthdate (MM/DD/YYYY)	Height (Ft-In)	Weight	Social Security Number	Gender	
	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="radio"/> Male <input type="radio"/> Female	

<b>Child Three</b>	Child Name (First Name, MI, Last Name) (If proposed for coverage)				Suffix	State of Birth
	<input type="text"/>				<input type="text"/>	<input type="text"/>
	Birthdate (MM/DD/YYYY)	Height (Ft-In)	Weight	Social Security Number	Gender	
	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="radio"/> Male <input type="radio"/> Female	

**BENEFIT SECTION**

**Plan Type**  Individual (Adult)  Couple [(Individual and spouse/partner)]  
 Family (2 parents and all children)  Single Parent (Parent and all children)

**Base Plan (Select Only One)**  Vascular, Cancer and Other Illnesses  Vascular and Other Illnesses  Cancer Only

Primary Insured/Spouse Benefit Amount      Child(ren) Benefit Amount      Total Modal Premium

\$    ,         \$    ,         \$    .

**Optional Benefit:** Return of Premium  Yes  No

**Payment Method**  Bank Draft  Credit Card  Direct Bill/Check (Annual Billing Only)  
 [(Complete Bank Draft or Credit Card Authorization. Annual fee of \$12.00 applies to credit card billing.)]

**Payment Mode**  Monthly  Semi-annual  Annual

Beneficiary:

100% to my Spouse, as recorded on Page 1 of this Application

Other (List name, relationship and percentage share) \_\_\_\_\_

**APPLICANT'S REPRESENTATION AND AGREEMENT**

	Primary Insured	Spouse	Child 1	Child 2	Child 3
1. In the last 12 months, has any Person Proposed for Coverage:	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
a. Been unable to perform their normal duties at work, home or school on a full-time basis due to an illness or disability?.....	<input type="radio"/> <input type="radio"/>				
b. Missed more than 5 consecutive days of work or school due to an illness or injury?.....	<input type="radio"/> <input type="radio"/>				
2. Has any Person Proposed for Coverage ever been treated for or diagnosed by a member of the medical profession as having Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), or tested positive for the antigens or antibodies to an AIDS (HIV) virus?.....	<input type="radio"/> <input type="radio"/>				
3. In the 6 months prior to the Application date, has any Person Proposed for Coverage been hospitalized as an inpatient or treated on an outpatient basis, except for minor injuries or normal pregnancy?.....	<input type="radio"/> <input type="radio"/>				
4. Has any Person Proposed for Coverage ever been diagnosed with or treated for drug abuse or alcohol abuse, disease of the liver, kidney or digestive system, disease or disorder of the lung, diseases of the nervous system, including Parkinson's, multiple sclerosis, cerebral palsy, hemiplegia, paraplegia, quadriplegia, or any disease or disorder which has led or may lead to a permanent or progressive loss of vision or speech?.....	<input type="radio"/> <input type="radio"/>				
5. Has any Person Proposed for Coverage ever been diagnosed with or treated for heart disease, including angina, heart attack, congestive heart failure, heart bypass, cerebrovascular disease including Transient Ischemic Attack (TIA), stroke (blockages or hemorrhage), diabetes, or blood pressure readings above the normal range which have not been controlled with medication?.....	<input type="radio"/> <input type="radio"/>				
6. Has any Person Proposed for Coverage ever been diagnosed with or treated for Cancer, including melanoma, leukemia, lymphoma, malignant tumors, or skin cancers?.....	<input type="radio"/> <input type="radio"/>				
7. To the best of your knowledge and belief, have any two of your natural parents or natural siblings (sisters or brothers) been diagnosed with the same disease before age 60 based on the following list:					
a. Vascular: heart attack, heart disease or stroke?.....	<input type="radio"/> <input type="radio"/>				
b. Cancer: cancer?.....	<input type="radio"/> <input type="radio"/>				
c. Other: kidney disease, diabetes?.....	<input type="radio"/> <input type="radio"/>				



**AUTHORIZATION FOR AUTOMATIC PAYMENT BY BANK DRAFT**

Attach Voided Check

Name of Depositor (First, MI, Last Name) (Attach Voided Check) Suffix


Route and Transit Number Account Number

Bank Name and Address

---

Debit on the  day of the month (1-28 only; 29, 30, 31 not available). **If no election is made, debits will be made on the day of Policy.**

As a convenience to me, I request and authorize **KANAWHA INSURANCE COMPANY** to make deductions automatically every payment period for payments of premiums from my:  savings account  checking account

1. Each debit shall constitute proper notice of premium due and will be made on the day selected above or, if no day is selected, the day of Policy.
2. This Authorization shall not become effective unless and until the coverage is issued.
3. This Authorization shall not be construed as modifying any provisions of the coverage.
4. Kanawha shall not incur any liability if a draft is returned unpaid by the bank. Drafts which do not clear within the time stipulated in the Policy for payment of premium shall constitute nonpayment of premiums and coverage shall lapse subject to nonforfeiture provisions.
5. This Authorization may be discontinued by Kanawha or by the Undersigned at any time within FIVE (5) business days prior to the debit date. Upon termination of this Authorization, the premiums on the Policy covered will be payable annually.
6. Kanawha will notify me TEN (10) days prior to any changes in payment amounts.

Signature of Depositor \_\_\_\_\_ Date (MM/DD/YYYY)  /  /

Card Holder Information

**CREDIT CARD INFORMATION**

Credit Card Number Expiration Date (MM/YY)

--	--	--	--	--	--

Card Type  
 Visa  Mastercard

3 or 4-digit security code found on the back of most cards:

**Name as it appears on the credit card** (If different than Proposed Insured)

Card Holder (First Name, MI, Last Name) Suffix

--	--	--

**All charges will be made on the day of Policy.**

As a convenience to me, I request and authorize **KANAWHA INSURANCE COMPANY** to charge my credit card every payment period for payment of premiums.

1. Each charge shall constitute proper notice of premium due.
2. This Authorization shall not become effective unless and until the Policy is issued.
3. This Authorization shall not be construed as modifying any provisions of the Policy.
4. Kanawha shall not incur any liability if the credit card company does not honor the charge and the Policy shall lapse subject to nonforfeiture provisions.
5. This Authorization may be discontinued by Kanawha or by the undersigned at any time within FIVE (5) business days prior to the payment date. Upon termination of this Authorization, premiums for the Policy will be payable annually.
6. Kanawha will notify me TEN (10) days prior to any changes in payment amounts.

Signature of Card Holder \_\_\_\_\_ Date (MM/DD/YYYY)  /  /

**FOR INSURANCE PRODUCER'S USE ONLY**

I certify any information recorded by me on this Application is true and accurate to the best of my knowledge and belief.

Will this insurance replace any existing insurance?.....  Yes  No

Date (MM/DD/YYYY)

		/			/				
--	--	---	--	--	---	--	--	--	--

Signature of Licensed Insurance Producer \_\_\_\_\_

Printed Name of Licensed Insurance Producer \_\_\_\_\_

Insurance Producer Number	% Credit	Insurance Producer Number	% Credit	Insurance Producer Number	% Credit

**MIB Disclosure Notice** - Detach and Give to Proposed Insured

Information regarding your insurability will be kept confidential. Kanawha Insurance Company or its reinsurers may, however, make a brief report thereon to the Medical Information Bureau, a non-profit membership organization of life and health insurance companies, which operates an information exchange on behalf of its members. If you apply to another Bureau member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, the Bureau, upon request, will supply such company with the information in its file. Upon receipt of a request from you, the Bureau will arrange disclosure of any information it may have in your file. If you question the accuracy of information in the Bureau's file, you may contact the Bureau and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of the Bureau's information office is 50 Braintree Hill Park, Suite 400, Braintree, MA 02184-8734, email address [www.mib.com](http://www.mib.com) and telephone number (781) 751-6000. Kanawha Insurance Company or its reinsurers may also release information in its file to other life insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted.

NOTICE TO PROPOSED INSURED

Thank you for giving Kanawha the opportunity to consider your insurance needs. As part of our normal procedure for processing Applications, we may order an investigative consumer report. This includes your prescription drug history and information as to your character, general reputation, personal characteristics, and mode of living. The information obtained in such investigative consumer report will not be used to make a determination of your sexual preference. You have the right to make a written request within a reasonable period of time to receive additional, detailed information about the nature and scope of this investigation. You may request to be interviewed in connection with the preparation of this investigative consumer report and upon request you are entitled to receive a copy of the investigative consumer report. If you question the accuracy of information in the investigative consumer report, you may contact the Consumer Reporting Agency and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. We may telephone you to confirm information given in your Application or to obtain additional information needed to process your Application. All information asked for in your Application, or obtained from other sources, such as your physician, or hospitals where you have been treated, is for the sole purpose of determining your acceptability for the insurance coverage for which you have applied. All information obtained will be kept confidential. Upon your written request, we will furnish you or your physician with the nature or source of the information.

# KANAWHA INSURANCE COMPANY

[210 S. WHITE STREET]  
[LANCASTER, SC 29720]

[PO BOX 610]  
[LANCASTER, SC 29721-0610]

TELEPHONE: [877-207-0158]

## OUTLINE OF COVERAGE FOR CRITICAL ILLNESS POLICY FORM 70620 AR A LIMITED BENEFITS POLICY

**PLEASE READ YOUR POLICY CAREFULLY.** This Outline of Coverage provides a very brief description of some of the important features of Your Policy. This is not the insurance contract. Only the actual Policy terms will control. The Policy itself states the rights and duties of both You and Kanawha Insurance Company ("Kanawha"). The Policy also states the benefits and requirements. It is therefore important that **YOU READ YOUR POLICY CAREFULLY!** Please contact Us if You have questions.

**LIMITED BENEFITS COVERAGE.** Policies of this type are designed to provide covered persons with limited or supplemental coverage. The Benefits Summary section below outlines the coverage provided by the Policy. Benefits described in the Benefits Summary may be limited by the Conditions and Limitations, Waiting Period and Exclusions sections, and other terms in Your Policy.

**NO RECOVERY FOR PRE-EXISTING CONDITIONS.** No benefits will be provided during the first 12 months of the Policy and any attached Rider for any Pre-existing Condition. The term Pre-existing Condition is:

- defined in the Policy; and
- may be added to or changed in a Policy Rider.

### POLICY BENEFITS SUMMARY

**Critical Illness Lump Sum Benefit.** We will pay a lump sum percentage of the Face Amount to the Policy Owner when a Covered Person suffers from a covered Critical Illness.

Coverage shown is only effective if approved by Us. If coverage is approved by Us, it will be made effective at 12:01 a.m. local time in the Covered Person's state of residence on the date We approved it.

**Face Amounts are:  
(Check persons applied for.)**

- For Primary Insured [\$#,###.##]
- For Spouse [If applied for, same a Primary Insured]
- For Children [\$#,###.##]

The Face Amount reduces by 50% when a Covered Person reaches Age 70.

A set of Critical Illnesses is called a Benefit Group. Based on Your application to Us and Our approval, Your Policy will cover the [Vascular][,] [and] [Cancer][and] [Other Critical Illnesses] Benefit Group[s]. [This][These] Benefit Group[s] [is][are] summarized below.

**This policy IS NOT A MEDICARE SUPPLEMENT POLICY.**

Benefits shown are only effective if approved by Us.

**Benefit Groups**  
**(Check those applied for.)**

- [Vascular:
- |                                |                       |
|--------------------------------|-----------------------|
| Heart Attack                   | [100%] of Face Amount |
| Heart Transplant               | [100%] of Face Amount |
| Stroke                         | [100%] of Face Amount |
| Coronary Artery Bypass Surgery | [25%] of Face Amount] |
- [Cancer:
- |                                       |                       |
|---------------------------------------|-----------------------|
| Invasive Cancer or Malignant Melanoma | [100%] of Face Amount |
| Carcinoma in Situ                     | [25%] of Face Amount] |
- [Other Critical Illnesses:
- |  |                        |
|--|------------------------|
| Major Organ Transplant                       | [100%] of Face Amount  |
| End Stage Renal Failure                      | [100%] of Face Amount  |
| Loss of Speech or Vision                     | [100%] of Face Amount  |
| Coma   | [100%] of Face Amount] |
| Permanent Paralysis due to Accidental Injury | [100%] of Face Amount] |

Each Critical Illness is defined in the Policy.

For each Covered Person during the entire time that the Policy is in force:

- payment of Benefits within a Benefit Group will not exceed [100%] of the Face Amount[;].]
- payment of Benefits within the [Vascular] [and] [Cancer] Benefit Group[s] will not exceed [100%] of the Face Amount[.];][and]
- payment of Benefits within the Other Critical Illnesses Benefit Group will not exceed [50%] of the Face Amount.]

**GUARANTEED RENEWABLE.** You can keep the Policy during the Primary Insured's lifetime. You must pay each Premium due before the end of the Grace Period. Your Premium can be changed, if We change the Premium on all policies in Your Policy's Premium class. Premiums may also vary based on Your state of residence.

Insurance on a Covered Person ends when We have paid 100% of the Face Amount in each Benefit Group covering that person.

**PREMIUM.** Your first Premium is [\$###.##]. Your renewal Premium is stated below. Your Premium is subject to change as outlined above and as stated in Your Policy.

Payment  
Mode:  Monthly Direct  Monthly Bank Draft  Quarterly  Semi-Annual  Annual  
Modal  
Premium: \$[\_\_\_\_\_]

[Notice: A collection fee of [\$12.00] annually will be applied to all policies billed by credit card. This fee may be changed annually.]

If You have Rider coverage under Your Policy, it is included in the above stated Premium.

**GRACE PERIOD.** A Grace Period of 31 days is provided for payment of each Premium due, except for the first Premium. Coverage will remain in force during the Grace Period.

## **BENEFIT CONDITIONS AND LIMITATIONS**

The following will apply to the policy. For each Covered Person —

Any loss due to a Pre-existing Condition will not be covered if the loss begins within [12] months after his or her Effective Date.

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 Policy Owner may choose the Benefit to be paid.

A Critical Illness that occurs during the 30-day period after his or her Effective Date is not covered.

[A Tentative, Clinical or Pathological Diagnosis of Invasive Cancer during the 30-day period after his or her Effective Date is not covered.]

[Benefits for Invasive Cancer or Carcinoma in Situ will not be payable based on a Tentative Diagnosis.]

[All Vascular Benefits end when We have paid [100%] of his or her Face Amount for any of the following:

- Heart Attack;
- Heart Transplant; [or]
- Stroke.]

[When We pay a Benefit for Coronary Artery Bypass Surgery, his or her Face Amount for other Vascular Benefits is reduced by [25%.]

[All Cancer Benefits end when We have paid [100%] of his or her Face Amount for Invasive Cancer.]  
[When We pay a Benefit for Carcinoma in Situ, his or her Face Amount for Invasive Cancer is reduced by [25%.]

[All Other Critical Illness Benefits end when We have paid [100%] of his or her Face Amount for any of the following:

- Major Organ Transplant;
- End Stage Renal Disease;
- Loss of Vision or Speech;
- Coma; or
- Permanent Paralysis.]

## **WAITING PERIOD**

A loss otherwise insured by the Policy is not covered if it occurs within 30 days after a Covered Person's Effective Date.

## EXCLUSIONS

The following will apply to the policy.

No Benefits of the Policy or Riders attached to it will be paid for loss that is contributed to, caused by, or occurs during:

- any intentionally self-inflicted Injury;
- suicide, or attempted suicide, while sane or insane;
- active duty military service;
- participation in the commission or attempted commission of a felony;
- being intoxicated or under the influence of alcohol, drugs or any narcotic (including overdose) unless administered on, and taken in accordance with, the instructions of a Doctor;
- psychosis; or
- alcoholism or drug addiction.

**OPTIONAL RETURN OF PREMIUM BENEFIT RIDER (FORM 70622) (Check if applied for.)**

### Return of Premium Benefit

We will return all Premiums paid on the Policy and Riders attached to it on the 20<sup>th</sup> anniversary of the Date of Policy if:

- Premiums of the Policy are paid to the 20<sup>th</sup> anniversary of the Date of Policy;
- this Rider is then in force; and
- **no claim for** a Critical Illness Benefit has been paid or incurred.

On the second and any later 20-Year Anniversary, We will return all Premiums paid on the Policy and Riders attached to it since the prior 20-Year anniversary if:

- Premiums of the Policy are paid to the then current 20-Year Anniversary;
- this Rider is then in force; and
- no claim for a Critical Illness Benefit has been paid or incurred.

We will pay any Return of Premium Benefit to You.

After a Return of Premium Benefit is paid, You can keep the Policy, this Rider and any other Riders by paying the Premiums for them.

### Rider Limitations

If any Critical Illness Benefit is paid for a Covered Person of the Policy, this Rider ends.

If this Rider ends, no Return of Premium Benefit will be payable on any 20-Year Anniversary that takes place after this Rider ends.]

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**RECEIPT FOR OUTLINE OF COVERAGE FOR POLICY FORM 70620 AR**

\_\_\_\_\_  
**Signature of Applicant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Licensed Resident Agent**

\_\_\_\_\_  
**Date**

**THIS PORTION RETAINED BY APPLICANT**

1678 AR

**RECEIPT FOR OUTLINE OF COVERAGE FOR POLICY FORM 70620 AR**

\_\_\_\_\_  
**Signature of Applicant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Licensed Resident Agent**

\_\_\_\_\_  
**Date**

**THIS PORTION RETAINED BY KANAWHA INSURANCE COMPANY**

1678 AR

SERFF Tracking Number: FRCS-126336483 State: Arkansas  
 Filing Company: Kanawha Insurance Company State Tracking Number: 43794  
 Company Tracking Number: 5243  
 TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.001 Critical Illness  
 Product Name: Individual Critical Illness (Kanawha)  
 Project Name/Number: Humana/61/61

**Rate Information**

Rate data applies to filing.

**Filing Method:** Approval  
**Rate Change Type:** %  
**Overall Percentage of Last Rate Revision:** %  
**Effective Date of Last Rate Revision:**  
**Filing Method of Last Filing:**

**Company Rate Information**

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
Kanawha Insurance Company	%	%				%	%

SERFF Tracking Number: FRCS-126336483 State: Arkansas  
 Filing Company: Kanawha Insurance Company State Tracking Number: 43794  
 Company Tracking Number: 5243  
 TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.001 Critical Illness  
 Product Name: Individual Critical Illness (Kanawha)  
 Project Name/Number: Humana/61/61

## Rate/Rule Schedule

Schedule Item Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:	Rate Action Information:	Attachments
Approved-Closed 11/04/2009	Rates	70620 AR	New		Generic Rate Sheets 70620 10.08(distilled).pdf

**Kanawha Insurance Company**

**Critical Illness Policy  
Form 70620**

<i>Annual Premium Per \$1,000</i>									
	All Conditions				All Conditions Except Cancer				
	Non-Smoker		Smoker		Non-Smoker		Smoker		
Issue Age	Base	ROP	Base	ROP	Base	ROP	Base	ROP	ROP
18-29	6.60	32.76	10.92	54.72	4.32	21.60	7.80	38.88	
30-39	11.40	42.24	20.64	76.32	7.56	27.96	13.56	50.40	
40-49	23.28	46.56	41.52	82.92	14.64	29.28	26.16	52.20	
50-59	40.20	56.28	71.28	99.72	24.12	33.72	42.72	59.88	
60-64	50.40	65.52	89.16	115.80	31.32	40.68	53.52	69.48	
65-69	56.64	68.88	102.84	125.04	33.96	41.40	61.68	75.00	
Children Rider	3.12	6.24	3.12	6.24	2.16	4.32	2.16	4.32	
<i>Cancer Only</i>									
					Non-Smoker		Smoker		
Issue Age					Base	ROP	Base	ROP	ROP
18-29					4.56	22.92	7.68	38.16	
30-39					5.88	21.84	10.68	39.48	
40-49					10.56	21.24	18.84	37.68	
50-59					18.00	25.20	32.04	44.76	
60-64					23.52	30.60	45.60	59.28	
65-69					27.00	32.88	52.80	64.32	
Children Rider					2.28	4.56	2.28	4.56	
<i>50% Other Conditions Option</i>									
	All Conditions				All Conditions Except Cancer				
	Non-Smoker		Smoker		Non-Smoker		Smoker		
Issue Age	Base	ROP	Base	ROP	Base	ROP	Base	ROP	ROP
18-29	6.24	31.20	10.44	51.96	4.08	20.16	7.20	36.12	
30-39	10.92	40.20	19.56	72.48	7.08	25.92	12.72	46.80	
40-49	22.08	44.28	39.36	78.84	13.68	27.24	24.36	48.60	
50-59	38.16	53.52	67.68	94.80	22.44	31.44	39.72	55.68	
60-64	47.88	62.28	84.60	110.04	29.16	37.80	49.68	64.68	
65-69	53.76	65.52	97.68	118.80	31.56	38.40	57.36	69.84	
Children Rider	3.00	5.88	3.00	5.88	2.04	4.08	2.04	4.08	

1. Premium rates for Family Coverage are appropriate combinations of the annual premium rates above with the spouse's rate the same as the rate for the primary insured.

2. Modal Factor:           Monthly           0.08333  
                                   Quarterly       0.25  
                                   Semi-Annual   0.5

SERFF Tracking Number: FRCS-126336483 State: Arkansas  
 Filing Company: Kanawha Insurance Company State Tracking Number: 43794  
 Company Tracking Number: 5243  
 TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.001 Critical Illness  
 Limited Benefit  
 Product Name: Individual Critical Illness (Kanawha)  
 Project Name/Number: Humana/61/61

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<p><b>Satisfied - Item:</b> Flesch Certification</p> <p><b>Comments:</b></p> <p><b>Attachments:</b>            AR RDB.pdf            AR Notice.pdf            AR COC.pdf</p>	Approved-Closed	11/04/2009

	<b>Item Status:</b>	<b>Status Date:</b>
<p><b>Satisfied - Item:</b> Application</p> <p><b>Comments:</b>            Please see the Form Schedule for the application.</p>	Approved-Closed	11/04/2009

	<b>Item Status:</b>	<b>Status Date:</b>
<p><b>Satisfied - Item:</b> Outline of Coverage</p> <p><b>Comments:</b>            Please see the forms schedule for the Outline of Coverage.</p>	Approved-Closed	11/04/2009

	<b>Item Status:</b>	<b>Status Date:</b>
<p><b>Satisfied - Item:</b> Statement of Variability</p> <p><b>Comments:</b></p> <p><b>Attachments:</b>            Statement of Variables _Critical Illness OOC_(DISTILLED).pdf            AR Statement of Variables _Critical Illness Policy_.pdf</p>	Approved-Closed	11/04/2009

	<b>Item Status:</b>	<b>Status Date:</b>

SERFF Tracking Number: FRCS-126336483 State: Arkansas  
Filing Company: Kanawha Insurance Company State Tracking Number: 43794  
Company Tracking Number: 5243  
TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.001 Critical Illness  
Limited Benefit  
Product Name: Individual Critical Illness (Kanawha)  
Project Name/Number: Humana/61/61  
**Satisfied - Item:** Authorization Approved-Closed 11/04/2009  
**Comments:**  
**Attachment:**  
Auth 2009(distilled).pdf

**STATE OF ARKANSAS  
READABILITY CERTIFICATION**

**COMPANY NAME:** Kanawha Insurance Company

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

<b>Form Number</b>	<b>Score</b>
70620 AR	50.2
70622	57.5
1677 AR	50
1678 AR	50.5



\_\_\_\_\_  
R. Dale Vaughan  
President, Kanawha Insurance Company

\_\_\_\_\_  
October 8, 2009  
Date

# KANAWHA INSURANCE COMPANY

210 SOUTH WHITE STREET, POST OFFICE BOX 610  
LANCASTER, SOUTH CAROLINA 29721-0610  
TELEPHONE NUMBER: 877-378-1505

## Important Notice

In the event You need to contact someone about this Policy for any reason, You may contact Kanawha Insurance Company at Post Office Box 610, 210 South White Street, Lancaster, South Carolina 29720 or by telephone 877-378-1505.

You may also contact Your agent:

\_\_\_\_\_  
Agent Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

(Agent's Name and address should be printed here or business card should be affixed.)

The Arkansas Insurance Department may also be contacted at:  
1200 West Third Street  
Little Rock, Arkansas 72201-1904  
Consumer Service Telephone: 501-371-264  
or 1-800-852-5474

**STATE OF ARKANSAS**  
**CERTIFICATION OF COMPLIANCE**

**Company Name:** Kanawha Insurance Company

**Form Titles:** Critical Illness Policy, Return of Premium Benefit Rider, Application for Critical Illness, Outline of Coverage

**Form Numbers:** 70620 AR, 70622, 1677 AR, 1678 AR

I hereby certify that to the best of my knowledge and belief, the above forms and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



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R. Dale Vaughan  
President, Kanawha Insurance Company

October 8, 2009

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Date

**Statement of Variables  
Outline of Coverage  
1678**

Face Page	[210 S WHITE STREET] [LANCASTER, SC 29720]	Bracketed in the event the address was to change.
Face Page	[PO BOX 610] [LANCASTER, SC 29721-0610]	Bracketed in the event the address was to change.
Face Page	TELEPHONE: [877-207-0158]	Bracketed in the event the telephone number was to change.
Face Page	[12]	Bracketed in the event a state would not allow a 12 month exclusion.
Face Page	For Primary Insured [\$#,###.#]	The amount is bracketed for tailor of insured's premium.
Face Page	For Spouse [If applied for, same a Primary Insured]	Bracketed for tailor of insured's premium or spouse if applicable.
Face Page	For Children [\$#,###.#]	Bracketed for tailor of premium.
	[Vascular][,] [and] [Cancer] [and] [Other Critical Illnesses] Benefit Group[s] [This] [These] Group[s] [is] [are]	Bracketed in order to build policy with the benefits the insured chooses.
Page 2	[Vascular: Heart Attack [100%] of Face Amount  Heart transplant [100%] of Face Amount  Stroke [100%] of Face Amount  Coronary Artery Bypass Surgery [25] of Face amount]	Vascular is bracketed so the benefit has the ability to move in and out dependent on whether it is chosen or not.  The percentages are bracketed in the event we would ever want to re-price and offer a different percentage.
Page 2	[Cancer: Invasive cancer or Malignant Melanoma [100%] of Face Amount Carcinoma in Situ [25] of Face amount]	Vascular is bracketed so the benefit has the ability to move in and out dependent on whether it is chosen or not.  The percentages are bracketed in the event we would ever want to re-price and offer a different percentage.

Page 2	<p>[Other critical Illnesses: Major Organ Transplant [100%] of Face Amount</p> <p>End Stage Renal Failure [100%] of Face Amount</p> <p>Loss of Speech or Vision [100%] of Face Amount</p> <p>Coma [100%] of Face Amount</p> <p>Permanent Paralysis due to Accidental Injury [100%] of Face Amount]</p>	<p>Other Critical Illnesses is bracketed so the benefit has the ability to move in and out dependent on whether it is chosen or not.</p> <p>The percentages are bracketed in the event we would ever want to re-price and offer a different percentage.</p>
Page 2	<p>[Payment of Benefits within a Benefit Group will not exceed [100%] of the Face Amount[;][.]]</p> <p>[Payment of Benefits within the [Vascular] [and] [Cancer] Benefit Group[s] will not exceed [100%] of the Face Amount[.][;][and]</p> <p>[Payment of Benefits within the Other Critical Illnesses Benefit Group will not exceed [50%] of the Face Amount.]</p>	<p>Bracketed so the benefit's have the ability to move in and out dependent on whether it is chosen or not.</p> <p>The percentages are bracketed in the event we would ever want to re-price and offer a different percentage.</p>
Page 2	<b>PREMIUM</b> [#####.##].	Bracketed for the variance of premium amounts that will occur.
Page 2	[Notice: A collection fee of [\$12.00] annually will be applied to all policies billed by credit card. This fee may be changed annually.]	Statement is bracketed, so it can move in and out as it is chosen. \$12.00 is bracketed in the event the fee would ever change.
Page 3	Any loss due to a Pre-existing Condition will not be covered if the loss begins within [12] months after his or her Effective Date.	[12] Is bracketed in the event a state would not allow a 12 month exclusion.
Page 3	[A tentative, Clinical or Pathological Diagnosis of Invasive Cancer during the 30 – day period after his or her Effective Date is not covered.]	Bracketed so the statement can move in or out depending on if cancer is chosen or not.

<b>Statement of Variables (Continued)</b>		
Page 3	[Benefits for Invasive Cancer or carcinoma in Situ will not be payable based on a Tentative Diagnosis.]	Bracketed so the statement can move in or out depending on if cancer is chosen or not.
Page 3	<p>[All Vascular Benefits end when We have paid [100%] of his or her Face Amount for any of the following:</p> <ul style="list-style-type: none"> <li>• Heart Attack;</li> <li>• Heart Transplant; [or]</li> <li>• Stroke.]</li> </ul>	Bracketed so the benefit can move in or out dependent on if it is chosen or not.
Page 3	[When We pay a Benefit for coronary Artery Bypass surgery, his or her Face Amount for other Vascular Benefits is reduced by [25%.]	Bracketed so the benefit can move in or out dependent on if it is chosen or not.
Page 3	<p>[All Cancer Benefits end when We have paid [100%] of his or her Face Amount for Invasive Cancer.]</p> <p>[When We pay a Benefit for Carcinoma in Situ, his or her Face Amount for Invasive Cancer is reduced by [25%.]</p>	Bracketed so the benefit can move in or out dependent on if it is chosen or not.
Page 3	<p>[All Other Critical Illness Benefits end when We have paid [100%] of his or her Face Amount for any of the following:</p> <ul style="list-style-type: none"> <li>• Major Organ Transplant;</li> <li>• End Stage Renal Disease;</li> <li>• Loss of Vision or Speech;</li> <li>• Coma; or</li> <li>• Permanent Paralysis.]</li> </ul>	Bracketed so the benefit can move in or out dependent on if it is chosen or not.
Page 4	<p><b>[<input type="checkbox"/> OPTIONAL RETURN OF PREMIUM BENEFIT RIDER (FORM 70622) (Check if applied for.)</b> Place after this Rider ends.]</p>	Bracketed so the benefit can move in or out dependent on if Return of Premium is chosen or not.

Statement of Variables 70620 AR		
Face Page	[210 S WHITE STREET] [LANCASTER, SC 29720]	Bracketed in the event the address was to change.
Face Page	[PO BOX 610] [LANCASTER, SC 29721-0610]	Bracketed in the event the address was to change.
Face Page	TELEPHONE: [877-207-0158]	Bracketed in the event the telephone number was to change.
Face Page		Bracketed in the event the name was to change.
Face Page	[President]	Bracketed for the event the title would change.
Face Page	[12]	Bracketed in the event a state would not allow a 12 month exclusion.
Page 2.	[1-877-207-0158].	Bracketed in the event the telephone number was to change.
Page 3.	[Family Coverage]	Bracketed so we can tailor for coverage chosen.
Page 3.	[John Doe]	Each insured's name will be different
Page 3.	[John Doe]	Each insured's name will be different
Page 3.	[35]	Bracketed for tailor of insured's age. Issue ages are 18-69 and may vary by state.
Page 3.	[01/01/2010]	Bracketed for tailor of insured's date of birth
Page 3.	[1234567890]	Bracketed for tailor of insured's assignment of policy number.
Page 3.	Critical Illness Benefits (Base Policy) [\$#,###.##]	Bracketed for the amount to be different based on insured's criteria.
Page 3.	[Return of Premium Rider] [\$#,###.#]	Bracketed so the rider has the ability to move in and out as it is chosen. The amount is bracketed for tailor of insured's premium.
Page 3.	<b>TOTAL ANNUAL PREMIUM</b> [\$#,###.##]	The amount is bracketed for tailor of insured's premium.
Page 3.	[Monthly Bank Draft]	The amount is bracketed for tailor of insured's premium.
Page 3.	<b>TOTAL MODAL PREMIUM</b> [\$#,###.##]	The amount is bracketed for tailor of insured's premium.
Page 3.	[Notice: A collection fee of [\$12.00] annually will be applied to all policies billed by credit card. This fee may be changed annually.]	Statement is bracketed, so it can move in and out as it is chosen. \$12.00 is bracketed in the event the fee would ever change.

<b>Statement of Variables (Continued)</b>		
Page 4	<p>[Vascular: Heart Attack [100%] of Face Amount</p> <p>Heart transplant [100%] of Face Amount</p> <p>Stroke [100%] of Face Amount</p> <p>Coronary Artery Bypass Surgery [25] of Face amount]</p>	<p>Vascular is bracketed so the benefit has the ability to move in and out dependent on whether it is chosen or not.</p> <p>The percentages are bracketed in the event we would ever want to re-price and offer a different percentage.</p>
Page 4	<p>[Cancer: Invasive cancer or Malignant Melanoma [100%] of Face Amount</p> <p>Carcinoma in Situ [25] of Face amount]</p>	<p>Vascular is bracketed so the benefit has the ability to move in and out dependent on whether it is chosen or not.</p> <p>The percentages are bracketed in the event we would ever want to re-price and offer a different percentage.</p>
Page 4	<p>[Other critical Illnesses: Major Organ Transplant [100%] of Face Amount</p> <p>End Stage Renal Failure [100%] of Face Amount</p> <p>Loss of Speech or Vision [100%] of Face Amount</p> <p>Coma [100%] of Face Amount</p> <p>Permanent Paralysis due to Accidental Injury [100%] of Face Amount]</p>	<p>Other Critical Illnesses is bracketed so the benefit has the ability to move in and out dependent on whether it is chosen or not.</p> <p>The percentages are bracketed in the event we would ever want to re-price and offer a different percentage.</p>
Page 4	<b>[Rider Benefits]</b>	Bracketed so the benefit has the ability to move in and out dependent on whether it is chosen or not.
Page 4	[Return of Premium Rider [100%] of Premiums Paid]	<p>Return of Premium Rider is bracketed so the benefit has the ability to move in and out dependent on whether it is chosen or not.</p> <p>Percentage is bracketed in the event we would ever want to re-price and offer a different percentage.</p>

**Statement of Variables  
(Continued)**

<p>Page 4</p>	<p>[Payment of Benefits within a Benefit Group will not exceed [100%] of the Face Amount[;][.]]</p> <p>[Payment of Benefits within the [Vascular] [and] [Cancer] Benefit Group[s] will not exceed [100%] of the Face Amount[.][;][and]</p> <p>[Payment of Benefits within the Other Critical Illnesses Benefit Group will not exceed [50%] of the Face Amount.]</p>	<p>Bracketed so the benefit's have the ability to move in and out dependent on whether it is chosen or not.</p> <p>The percentages are bracketed in the event we would ever want to re-price and offer a different percentage.</p>
<p>Page 5</p>	<p><b>[Carcinoma in Situ]</b> means a diagnosis of cancer wherein the tumor cells still lie within the tissue of origin without having invaded neighboring tissue.</p> <p>Carcinoma in Situ does not include:</p> <ul style="list-style-type: none"> <li>• [Carcinoma in Situ identified by Tentative, Clinical or Pathological Diagnosis within 30 days after the Covered Person's Effective Date;]</li> <li>• Prostate cancer histologically classified as Gleason score of less than 7, or TNM classification less than T2N0M0;</li> <li>• Malignant melanoma of less than 1.0mm. maximum thickness as determined by histological examination using the Breslow method;</li> <li>• other skin malignancies;</li> <li>• pre-malignant lesions (such as intraepithelial neoplasia); or</li> <li>• benign tumors or polyps.</li> </ul> <p>The Carcinoma in Situ Date of Diagnosis must be [more than 30 days] after the Covered Person's Effective Date. Diagnosis must be made by a Board-Certified pathologist.]</p>	<p>Bracketed so the benefit can move in or out dependent on if it is chosen or not.</p> <p>The following is bracketed in the event the definition would need to change:</p> <ul style="list-style-type: none"> <li>• [Carcinoma in Situ identified by Tentative, Clinical or Pathological Diagnosis within 30 days after the Covered Person's Effective Date;]</li> </ul> <p>[more than 30 days] is bracketed in the event a state would request a different number of days.</p>

**Statement of Variables  
(Continued)**

<p>Page 5</p>	<p><b>[Coma]</b> means a state of complete and continuous unconsciousness not less than [96] hours in duration which exhibits an inability to be aroused or to respond to external stimuli aside from primitive avoidance reflexes.</p> <p>The diagnosis of Coma must be made by a Board-Certified neurologist.</p> <p>The Coma Date of Diagnosis must be [more than 30 days] after the Covered Person's Effective Date.</p> <p>Benefits are not payable for medically-induced comas.]</p>	<p>Bracketed so the benefit can move in or out dependent on if it is chosen or not.</p> <p>[96] is bracketed in the event a state would request a different number of hours.</p> <p>[more than 30 days] is bracketed in the event a state would request a different number of days.</p>
<p>Page 6</p>	<p><b>[Coronary Artery Bypass Surgery]</b> means major surgery requiring median sternotomy (division of breast bone) to correct narrowing or blockage of one or more coronary arteries with bypass grafts on the advice of a cardiologist. Diagnosis of coronary heart disease must be made by accepted angiography testing.</p> <p>The following procedures are not considered coronary artery by-pass surgery:</p> <ul style="list-style-type: none"> <li>• balloon angioplasty;</li> <li>• laser embolectomy;</li> <li>• atherectomy;</li> <li>• stent placement; or</li> <li>• other non-surgical procedures.</li> </ul> <p>Prescription of Coronary Artery Bypass Surgery must be made:</p> <ul style="list-style-type: none"> <li>• by a Doctor; and</li> <li>• [more than 30 days] after the Covered Person's Effective Date.]</li> </ul>	<p>Bracketed so the benefit can move in or out dependent on if it is chosen or not.</p>

<b>Statement of Variables (Continued)</b>		
Page 6	<ul style="list-style-type: none"> <li>• [Heart Attack;]</li> <li>• [Heart Transplant;]</li> <li>• [Stroke;] [or]</li> <li>• [Coronary Artery Bypass Surgery][;]</li> <li>• [Invasive Cancer or Malignant Melanoma;] [or]</li> <li>• [Carcinoma in Situ][;]</li> <li>• [Major Organ Transplant;]</li> <li>• [End Stage Renal Failure;]</li> <li>• [Loss of Speech or Vision;]</li> <li>• [Coma;] [or]</li> <li>• [Permanent Paralysis due to Accidental Injury.]</li> </ul>	Bracketed so the benefit can move in or out dependent on if it is chosen or not.
Page 7	<ul style="list-style-type: none"> <li>• [are less than [18] years of Age or] are less than [26] years of Age [if a full-time student];</li> </ul>	Bracketing is to allow flexibility in meeting states definition and varying requirements for dependent's.
Page 7	<p><b>[End Stage Renal Failure</b> means End Stage Renal disease which:</p> <ul style="list-style-type: none"> <li>• results in chronic irreversible failure of both kidneys to function; and</li> <li>• which requires a Covered Person to undergo regular renal dialysis at least weekly.</li> </ul> <p>The End Stage Renal Failure Date of Diagnosis must be [more than 30 days] after the Covered Person's Effective Date. Diagnosis must be made by a Doctor.]</p>	<p>Bracketed so the benefit can move in or out dependent on if it is chosen or not.</p> <p>[more than 30 days] is bracketed in the event a state would request a different number of days.</p>
Page 8	<p><b>[HEART ATTACK Policy]</b></p> <p><b>[24] hours</b></p>	<p>Bracketed so the benefit can move in or out dependent on if it is chosen or not.</p> <p>24 is bracketed in the event the number would need to change.</p>

<b>Statement of Variables (Continued)</b>		
Page 8	<b>[HEART FAILURE Date.]</b>  <b>[more than 30 days]</b>	Bracketed so the benefit can move in or out dependent on if it is chosen or not. and [more than 30 days] is bracketed in the event a state would request a different number of days.
Page 8	<b>[HEART Transplant Date.]</b>  <b>[more than 30 days]</b>	Bracketed so the benefit can move in or out dependent on if it is chosen or not, if any language would need to be revised and [more than 30 days] is bracketed in the event a state would request a different number of days.
Page 9	<b>[Invasive Cancer Diagnosis]</b>  <ul style="list-style-type: none"> <li>• [a Cancer identified by Tentative, Clinical or Pathological Diagnosis within 30 days after the Covered Person's Effective Date;]</li> </ul>	Bracketed so the benefit can move in or out dependent on if it is chosen or not.
Page 9	<b>[Loss of Speech Cancer]</b>  <b>[more than 30 days]</b>	Bracketed so the benefit can move in or out dependent on if it is chosen or not.  [more than 30 days] is bracketed in the event a state would request a different number of days.
Page 9 & 10	<b>[Loss of Vision Cancer.]</b>  [20/200] and [20]	Bracketed so the benefit can move in or out dependent on if it is chosen or not.  Bracketed in the event the number's were requested to be different.
Page 10	<b>[If a Loss of Vision diagnosis.]</b>	Bracketed so the benefit can move in or out dependent on if it is chosen or not.
Page 10	<b>[Major Organ Failure lungs.]</b>	Bracketed so the benefit can move in or out dependent on if it is chosen or not.
Page 10	<b>[Major Organ Transplant Date.]</b>  <b>[more than 30 days]</b>	Bracketed so the benefit can move in or out dependent on if it is chosen or not.  [more than 30 days] is bracketed in the event a state would request a different number of days.

<b>Statement of Variables (Continued)</b>		
Page 10	<p><b>[Permanent Paralysis Stroke.]</b></p> <p><b>[180] days.</b></p>	<p>Bracketed so the benefit can move in or out dependent on if it is chosen or not.</p> <p>180 days is bracketed in the event a state would request a different number of days.</p>
Page 10 & 11	<p><b>[Plan Type [or], .[.], [or] [coverage (Couple).]]</b></p>	<p>Bracketing is to allow for different combinations of insured's e.g. Dependent Children, Single Parent, Family and Spouse.</p>
Page 11	<ul style="list-style-type: none"> <li>• [Invasive Cancer or Malignant Melanoma;]</li> <li>• [Carcinoma in Situ;]</li> <li>• [Coma;]</li> <li>• [Major Organ Transplant;]</li> <li>• [End Stage Renal Failure;]</li> <li>• [Loss of Vision;]</li> <li>• [Loss of Speech;]</li> <li>• [Permanent Paralysis;]</li> <li>• [Heart Attack;]</li> <li>• [Heart Transplant as a result of heart failure;] [or]</li> <li>• [Stroke].</li> </ul>	<p>Bracketed so the benefit can move in or out dependent on if it is chosen or not.</p>
Page 11	<p>[any of]</p>	<p>Bracketed in the event there was only one bullet any of would not print.</p>
Page 11	<ul style="list-style-type: none"> <li>• [failure of the liver, kidney(ies), pancreas, or lung(s);]</li> <li>• [failure of the heart;] [or]</li> <li>• [coronary artery disease][.]</li> </ul>	<p>Bracketed so the benefit can move in or out dependent on if it is chosen or not.</p>
Page 12	<p>[Pre-existing Condition also means that a Doctor has given a Tentative Diagnosis of Invasive Cancer or Carcinoma in Situ of the Covered Person within 12 months before the Covered Person's Effective Date of Insurance.]</p>	<p>Bracketed in the event a state would request that we revise the definition.</p>

**Statement of Variables  
(Continued)**

Page 12	<p><b>Spouse means [:]</b>  <b>[1.], [:], [:], [or] [2.],</b>  <ul style="list-style-type: none"> <li>• [the Primary Insured’s Domestic Partner [(California)];]</li> </ul>             [a party to a Civil Union with the Primary Insured [(Vermont)][and][Connecticut];]</p> <ul style="list-style-type: none"> <li>• [a Reciprocal Beneficiary of the Primary Insured [(Hawaii)];] [or]</li> <li>• [someone for whom we must provide the coverage of this Policy on a spousal equivalent basis under the laws or regulations of the state where the Primary Insured lives.]]</li> </ul> <p>[When We provide coverage under this definition “2”, We will continue to provide coverage after the Primary Insured or Spouse moves to a state that does not recognize the relationship described.]</p> <p>[We will not continue to provide coverage under these definitions “1” and “2” for the Spouse when a legal action ends a relationship described.]</p>	Bracketing is to allow for state specific definitions for spouse; if it does not apply to that state it will not print.
Page 13	<p><b>[Stroke</b>  <span style="float: right;"><b>Date.]</b></span></p> <p><b>[more than 30 days</b></p>	<p>Bracketed so the benefit can move in or out dependent on if it is chosen or not.</p> <p>[more than 30 days] is bracketed in the event a state would request a different number of days.</p>
Page 13 & 14	<p><b>[VASCULAR BENEFITS</b>  <span style="float: right;"><b>Surgery.]</b></span></p>	Bracketed so the benefit can move in or out dependent on if it is chosen or not.
Page 14	<p><b>[CANCER BENEFITS</b>  <span style="float: right;"><b>Situ.]</b></span></p>	Bracketed so the benefit can move in or out dependent on if it is chosen or not.

<b>Statement of Variables (Continued)</b>		
Page 14	<b>[OTHER CRITICAL ILLNESS BENEFITS  Injury.]</b>	Bracketed so the benefit can move in or out dependent on if it is chosen or not.
Page 15	<b>[Post Office Box 2000] [Lancaster, SC 29721-2000]</b>	Bracketed in the event the mailing address were to change.
Page 15	<b>BENEFIT CONDITIONS and LIMITATIONS  [12]  [A Tentative, Clinical or Pathological Diagnosis of Invasive Cancer during the 30-day period after a Covered Person's Effective Date is not covered.]</b>	Bracketed so the benefit can move in or out dependent on if it is chosen or not.
Page 16	<b>[Benefits for Invasive Cancer or Carcinoma in Situ will not be payable based on a Tentative Diagnosis.]</b>	Bracketed so the benefit can move in or out dependent on if it is chosen or not.
Page 16	<b>[All Vascular Benefits for a Covered Person end when We have paid [100%] of the Covered Person's Face Amount for any of the following:  • Heart Attack; • Heart Transplant; or • Stroke.]</b>	Bracketed so the benefit can move in or out dependent on if it is chosen or not.
Page 16	<b>When We pay a Benefit for Coronary Artery Bypass Surgery, the Covered Person's Face Amount for other Vascular Benefits is reduced by [25%.]</b>	Bracketed so the benefit can move in or out dependent on if it is chosen or not.  The percentage is bracketed in the event we would ever want to re-price and offer a different percentage.
Page 16	<b>[All Cancer Benefits for a Covered Person end when We have paid [100%] of the Covered Person's Face Amount for Invasive Cancer.]</b>	Bracketed so the benefit can move in or out dependent on if it is chosen or not.  The percentage is bracketed in the event we would ever want to re-price and offer a different percentage.

<b>Statement of Variables (Continued)</b>		
Page 16	[When We pay a Benefit for Carcinoma in Situ, the Covered Person's Face Amount for Invasive Cancer is reduced by [25%.]	Bracketed so the benefit can move in or out dependent on if it is chosen or not.  The percentage is bracketed in the event we would ever want to re-price and offer a different percentage.
Page 16	[All Other Critical Illness Benefits for a Covered Person end when We have paid [100%] of the Covered Person's Face Amount for any of the following:  <ul style="list-style-type: none"> <li>• Major Organ Transplant;</li> <li>• End Stage Renal Disease;</li> <li>• Loss of Speech or Vision;</li> <li>• Coma; or</li> </ul> Permanent Paralysis.]	Bracketed so the benefit can move in or out dependent on if it is chosen or not.  The percentage is bracketed in the event we would ever want to re-price and offer a different percentage.
Page 19	<b>PREMIUMS, CHANGE IN PREMIUMS</b>  Age[,] [gender][,] [and] [tobacco use] [and state of [residence]] [or state of residence].	Gender is bracketed so that it may come out for the states that won't allow gender rates.  Tobacco is bracketed so that it may come out for the states that will not allow tobacco rates.  State of residence is bracketed to allow issue for residence or state of issue and. This also helps to accommodate for each state and their reg.
Page 20	<b>Dependent Children (if covered)</b> [18], [18], [26], [26], and [26]	Bracketed to allow for state specific criteria/variations for dependent children.
Page 22	<b>Return of Unearned Premium</b>  [If a covered Dependent Child dies, and no other Dependent Child is covered, Premium paid past the end of the Policy month in which death occurred will be refunded upon notice to Us. A certified copy of the death certificate will be required.]	Bracketed so the benefit can move in or out dependent on if it is chosen or not.  If dependent coverage is not chosen this will not print.



210 South White Street  
P.O. Box 610  
Lancaster, SC 29720-0610

KANAWHA  
INSURANCE COMPANY

Phone: 800-635-4252  
www.kmgamerica.com

October 1, 2009

To: The Insurance Commissioner

## AUTHORIZATION

This letter, or a copy thereof, authorizes the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, and its employees, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

Kanawha Insurance Company  
Company

Signature: 

Name: R. Dale Vaughan

Title: President

SERFF Tracking Number: *FRCS-126336483* State: *Arkansas*  
 Filing Company: *Kanawha Insurance Company* State Tracking Number: *43794*  
 Company Tracking Number: *5243*  
 TOI: *H071 Individual Health - Specified Disease - Limited Benefit* Sub-TOI: *H071.001 Critical Illness*  
 Product Name: *Individual Critical Illness (Kanawha)*  
 Project Name/Number: *Humana/61/61*

## 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.

<b>Creation Date:</b>	<b>Schedule</b>	<b>Schedule Item Name</b>	<b>Replacement Creation Date</b>	<b>Attached Document(s)</b>
10/13/2009	Form	Critical Illness Policy	11/04/2009	Critical Illness Policy _For Filing_AR.pdf (Superceded)

# KANAWHA INSURANCE COMPANY

[210 S. WHITE STREET]  
[LANCASTER, SC 29720]

[PO BOX 610]  
[LANCASTER, SC 29721-0610]

TELEPHONE: [877-207-0158]

## CRITICAL ILLNESS POLICY

We will pay the Benefits provided by this Policy upon Our receipt of Proof of Loss incurred while this Policy is in force. We will also provide the other rights set forth in this Policy.

Signed for the Company.

[  ]

[President]

## 30 DAY RIGHT TO EXAMINE POLICY

During the first 30 days after You receive this Policy, if You decide that You do not want it for any reason, You can return it to Us. If returned within 30 days of receipt, this Policy will be considered void as though it was never issued and any Premium paid will be refunded. If You return this Policy, include a written notice telling Us of Your decision. Send to one of the above addresses.

## GUARANTEED RENEWABLE FOR LIFE

You can keep this Policy during the Primary Insured's lifetime. You must pay each Premium due before the end of the Grace Period. Your Premium can be changed, if We change the Premium on all policies in Your Policy's Premium class. Premiums may also vary based on Your state of residence.

Insurance of a Covered Person under this Policy ends when We have paid 100% of the Face Amount in each Benefit Group covering that person.

**This is a Limited Benefit Critical Illness Policy**  
**Premiums may be changed**  
**Non-participating**

**PRE-EXISTING CONDITIONS EXCLUSION.** No Benefits are paid for any loss that occurs during the first [12] months of this Policy for any Pre-existing Condition.

**This is a Critical Illness only Policy and it does not pay benefits for loss from any other cause.**

**CAUTION: This is a limited policy. Read it carefully with the outline of coverage.**

**This Policy is a legal contract between You and Kanawha Insurance Company.**

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## IMPORTANT NOTICE

Please read the copy of Your Application that is attached to and a part of this Policy. This Application may have been captured electronically or on paper. This Policy was issued on the basis that the answers to all questions shown on the Application are correct. Please carefully review these answers to make sure they are correct. If an error exists, please notify Us immediately.

If You need to contact someone about this Policy for any reason, You may contact Kanawha Insurance Company at the addresses shown on the front page of this Policy or by calling [1-877-207-0158].

## POLICY SCHEDULE

Coverage Plan Type:	[Family Coverage]
Policy Owner:	[John Doe]
Primary Insured:	[John Doe]
Age:	[35]
Date of Policy:	[01/01/2010]
Policy Number:	[1234567890]

---

### PREMIUM

	Premium
Critical Illness Benefits (Base Policy)	[\$#,###.##]
[Return of Premium Rider]	[\$#,###.##]
<b>Total Annual Premium</b>	[\$#,###.##]
<b>Premium Payment Mode</b>	[Monthly Bank Draft]
<b>Total Modal Premium</b>	[\$#,###.##]

[Notice: A collection fee of [\$12.00] annually will be applied to all policies billed by credit card. This fee may be changed annually.]

---

## BENEFITS

Face Amount, Primary Insured	[\$###,###]
[Face Amount, Spouse]	[\$###,###]
[Face Amount, Children]	[\$###,###]

The Face Amount reduces by 50% when a Covered Person reaches Age 70.

---

### Benefit Groups

[Vascular:

Heart Attack	[100%] of Face Amount
Heart Transplant	[100%] of Face Amount
Stroke	[100%] of Face Amount
Coronary Artery Bypass Surgery	[25%] of Face Amount]

[Cancer:

Invasive Cancer or Malignant Melanoma	[100%] of Face Amount
Carcinoma in Situ	[25%] of Face Amount]

[Other Critical Illnesses:

Major Organ Transplant	[100%] of Face Amount
End Stage Renal Failure	[100%] of Face Amount
Loss of Speech or Vision	[100%] of Face Amount
Coma	[100%] of Face Amount
Permanent Paralysis due to Accidental Injury	[100%] of Face Amount]

Each Critical Illness is defined fully in this Policy. Please see the Definitions section.

### [Rider Benefits]

[Return of Premium Rider	[100%] of Premiums Paid]
--------------------------	--------------------------

For each Covered Person during the entire time that this Policy is in force:

[Payment of Benefits within a Benefit Group will not exceed [100%] of the Face Amount[;][.]]

[Payment of Benefits within the [Vascular] [and] [Cancer] Benefit Group[s] will not exceed [100%] of the Face Amount[.][;][and]

[Payment of Benefits within the Other Critical Illnesses Benefit Group will not exceed [50%] of the Face Amount.]

## DEFINITIONS

**Accident(al)** means a sudden, unexpected, violent and external event. The event must cause bodily Injury to a Covered Person while this Policy is in force.

**Age** means age of a Covered Person as of his or her last birthday.

**Applicant** means the person who signed the Application for this Policy.

**Application** means the application signed by the Applicant and submitted to Us for this Policy.

**Benefit Group** means a set of Critical Illnesses that is shown on the Policy Schedule for which this Policy pays Benefits.

**Board-Certified** means a Doctor certified by one of the Member Boards of the American Board of Medical Specialties.

**[Carcinoma in Situ** means a diagnosis of cancer wherein the tumor cells still lie within the tissue of origin without having invaded neighboring tissue.

Carcinoma in Situ does not include:

- [Carcinoma in Situ identified by Tentative, Clinical or Pathological Diagnosis within 30 days after the Covered Person's Effective Date;]
- Prostate cancer histologically classified as Gleason score of less than 7, or TNM classification less than T2N0M0;
- Malignant melanoma of less than 1.0mm. maximum thickness as determined by histological examination using the Breslow method;
- other skin malignancies;
- pre-malignant lesions (such as intraepithelial neoplasia); or
- benign tumors or polyps.

The Carcinoma in Situ Date of Diagnosis must be [more than 30 days] after the Covered Person's Effective Date. Diagnosis must be made by a Board-Certified pathologist.]

**Clinical Diagnosis** means a clinical identification of a Critical Illness based on history, laboratory study and 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 the Covered Person for a Critical Illness.

**[Coma** means a state of complete and continuous unconsciousness not less than [96] hours in duration which exhibits an inability to be aroused or to respond to external stimuli aside from primitive avoidance reflexes.

The diagnosis of Coma must be made by a Board-Certified neurologist.

The Coma Date of Diagnosis must be [more than 30 days] after the Covered Person's Effective Date.

Benefits are not payable for medically-induced comas.]

**[Coronary Artery Bypass Surgery** means major surgery requiring median sternotomy (division of breast bone) to correct narrowing or blockage of one or more coronary arteries with bypass grafts on the advice of a cardiologist. Diagnosis of coronary heart disease must be made by accepted angiography testing.

The following procedures are not considered coronary artery by-pass surgery:

- balloon angioplasty;
- laser embolectomy;
- atherectomy;
- stent placement; or
- other non-surgical procedures.

Prescription of Coronary Artery Bypass Surgery must be made:

- by a Doctor; and
- [more than 30 days] after the Covered Person's Effective Date.]

**Covered Person(s)** means each person named in the Application as a Person(s) Proposed for Coverage, unless excluded by Us.

You may add Eligible Dependents as Covered Persons after the Date of Policy by making a written request to Us on a form that We provide. Such addition is subject to the Coverage of Eligible Dependents provision.

**Critical Illness** means:

- [Heart Attack;]
- [Heart Transplant;]
- [Stroke;] [or]
- [Coronary Artery Bypass Surgery];]
- [Invasive Cancer or Malignant Melanoma;] [or]
- [Carcinoma in Situ];]
- [Major Organ Transplant;]
- [End Stage Renal Failure;]
- [Loss of Speech or Vision;]
- [Coma;] [or]
- [Permanent Paralysis due to Accidental Injury.]

The above terms are defined in the Definitions section of this Policy.

**Date of Application** means the date the Applicant signed the Application for this Policy.

**Date of Diagnosis** means the earliest of the date of:

- Tentative Diagnosis;
- Clinical Diagnosis; or
- the day the tissue specimen, culture and/or titer(s) are taken, upon which the Tentative or Pathological Diagnosis of a Critical Illness is made.

**Date of Policy** means the date shown on this Policy Schedule or in an endorsement to this Policy.

The Date of Policy will be used to determine:

- Effective Date of coverage for eligible persons then covered by this Policy;
- Premium due dates;
- the Time Limit on Certain Defenses, except as otherwise stated; and
- as this Policy otherwise states.

**Dependent Child/Dependent Children** means the natural children and adopted children of the Primary Insured and/or of the Primary Insured's Spouse who:

- [are less than [18] years of Age or] are less than [26] years of Age [if a full-time student];
- are unmarried; and
- have not contributed more than one-half toward their own support during the prior calendar year.

An adopted child does include a child legally placed for adoption with the Primary Insured or Spouse. An adopted child also includes a child for whom Primary Insured or Primary Insured's Spouse has filed a petition to adopt.

**Disabled** means the inability to engage in self-sustaining employment due to mental incapacity or physical handicap.

**Divorce** means a legal action that ends a marriage or other relationship under which this Policy provides Benefits for a Spouse.

**Doctor** 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.

Doctor does not include You or Your:

- Spouse;
- child;
- parent;
- sibling;
- in-law; or
- a medical doctor or other person practicing outside of the United States.

**Effective Date** means, for those named in the Application and approved by Us, the Date of Policy.

When a Covered Person is added after the Date of Policy, We will reissue or endorse it showing that person's Effective Date.

**Eligible Dependent(s)** means those persons, other than the Primary Insured, who may be provided coverage by this Policy. The Plan Type that You chose on the Application determines which, if any, Eligible Dependents can be covered by this Policy.

Eligible Dependents are the Primary Insured's:

- Spouse;
- Dependent Children; and
- Spouse's Dependent Children.

Only those Eligible Dependents named in the Application and approved by Us are covered under this Policy.

You may ask Us to add Eligible Dependents. Addition will be subject to the Coverage of Eligible Dependents provision.

**[End Stage Renal Failure** means End Stage Renal disease which:

- results in chronic irreversible failure of both kidneys to function; and
- which requires a Covered Person to undergo regular renal dialysis at least weekly.

The End Stage Renal Failure Date of Diagnosis must be [more than 30 days] after the Covered Person's Effective Date. Diagnosis must be made by a Doctor.]

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

**Grace Period** means the 31 consecutive day period starting on the day the Premium is due during which You can pay the Premium and during which coverage is effective.

**[Heart Attack** means the death of a portion of the heart muscle resulting from blockage of one or more coronary arteries. A covered Heart Attack is one that:

- is associated with new EKG changes consistent with and supporting the diagnosis of Heart Attack (Myocardial Infarction);
- exhibits elevation of cardiac enzymes above generally accepted laboratory levels of normal (in case of CPK, a CPK-MB measurement must be used);
- is confirmed by imaging studies such as thallium scans, MUGA scans or stress echocardiograms; and
- occurs [more than 30 days] after the Covered Person's Effective Date.

Diagnosis is to be made by a Doctor based on generally accepted principles of medicine at the time the diagnosis is made.

The following are not considered as a Heart Attack:

- an EKG change consistent with transient ischemic change;
- angina;
- chance finding of EKG changes suggestive of a previous Heart Attack; or
- the death of the heart muscle coincidental with death from other causes.

Heart Attack that occurs during or within [24] hours after a cardiac or coronary artery procedure is not covered by this Policy.]

**[Heart Failure** means clinical evidence showing disease of or injury to the heart that is, by generally accepted medical standards, sufficient to require a human to human replacement of the whole heart. The diagnosis of Heart Failure must be made [more than 30 days] after the Covered Person's Effective Date.]

**[Heart Transplant** means the failing heart must be replaced due to clinical evidence of Heart Failure with a whole heart from a suitable human donor under generally accepted medical procedures. Heart Transplant under this Policy includes a procedure to replace the heart and a lung or lungs together.

In order for the heart transplant to be covered under this Policy, the Covered Person must be registered by the United Network of Organ Sharing or its medically recognized successor organization. The Covered Person will not be eligible for a Benefit for a Heart Transplant under this Policy until the Covered Person is so registered.

Prescription for a Heart Transplant must be made:

- by a Doctor; and
- [more than 30 days] after the Covered Person's Effective Date.]

**Injury** means Accidental physical bodily damage sustained by a Covered Person which:

- is independent of all other causes; and
- occurs while this Policy is in force.

**[Invasive Cancer**, for the purposes of this Policy, means a malignant tumor identified by Pathological Diagnosis and characterized by the uncontrolled growth and spread of malignant cells and the invasion of local or distant tissue. This includes Leukemia and Lymphoma.

The following are not considered Invasive Cancer for purposes of this Benefit:

- [a Cancer identified by Tentative, Clinical or Pathological Diagnosis within 30 days after the Covered Person's Effective Date;]
- all skin cancers, unless there is evidence of metastasis, or the tumor is a Malignant Melanoma of greater than 1.0 mm. maximum thickness as determined by histological examination using the Breslow method; and
- prostate cancer, unless histologically classified as Gleason score 7 or greater, or TNM classification T2N0M0 or greater.

Payment of Benefits is based upon Date of Diagnosis. The diagnosis must be a Pathological Diagnosis, and must be made [more than 30 days] after the Covered Person's Effective Date. We will accept a Clinical

Diagnosis in place of a Pathological Diagnosis only if:

- a Pathological Diagnosis cannot be made because it is medically inappropriate or life-threatening;
- there is medical evidence to support the diagnosis; and
- a Doctor is treating the Covered Person for cancer.

We will not pay Benefits based on a Tentative Diagnosis.]

**[Loss of Speech** means the clinically-proven total, permanent and irreversible loss of the ability to speak. The loss must be:

- as a result of Accidental Injury or Sickness; and
- have continued without interruption for a period of at least six (6) consecutive months.

No Benefit will be payable if in general medical opinion a device or implant could result in the partial or total restoration of speech.

The Loss of Speech Date of Diagnosis must be [more than 30 days] after the Covered Person's Effective Date and must be made by physical examination by a speech pathologist.

[If a Loss of Speech is first diagnosed before Age three years, We will pay this Benefit when:

- the Covered Person reaches Age three years; and
- he or she is covered by this Policy; and
- The Loss of Speech continues without interruption for a period of at least six (6) consecutive months after diagnosis.]

Loss of Speech does not include a loss caused by Cancer. Loss of Speech does not include a loss caused by treatment of Cancer.]

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

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

There must be unequivocal proof that blindness was:

- due to Accidental Injury or Sickness; 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 [more than 30 days] after the Covered Person's Effective Date.

[If a Loss of Vision is first diagnosed before Age three years, We will pay this Benefit when:

- the Covered Person reaches Age three years; and
- he or she is covered by this Policy; and
- The Loss of Vision continues without interruption for a period of at least six (6) consecutive months after diagnosis.]

Loss of Vision does not include a loss caused by Cancer. Loss of Vision does not include a loss caused by treatment of Cancer.]

**[Major Organ Failure** means clinical evidence showing disease of or Injury to one of the following major organs that is, by generally accepted medical standards, sufficient to require a human to human replacement of the whole organ:

- liver;
- kidney;
- pancreas or pancreas-kidney; or
- lung or lungs.]

**[Major Organ Transplant** means that an organ transplant procedure is required due to Major Organ Failure. Transplantation includes human to human transplant of the following organs only:

- liver;
- kidney;
- pancreas or pancreas-kidney; or
- lung or lungs.

A lung transplant procedure that is combined with a Heart Transplant is considered a Heart Transplant under this Policy and is excluded from the definition of Major Organ Transplant.

In order for the Major Organ Transplant to be covered under this Policy, the Covered Person must be registered by the United Network of Organ Sharing or its medically recognized successor organization. The Covered Person will not be eligible for this Benefit until he or she is so registered. Payment of Benefits is based upon diagnosis of need for procedure made [more than 30 days] after the Covered Person's Effective Date.]

**Pathological Diagnosis** means identification of a Critical Illness based on a microscopic study of fixed tissue or preparations from the hemi (blood) system. This type of diagnosis must be done by a Board-Certified pathologist whose diagnosis is in keeping with the standard set by the American Board of Pathology.

**[Permanent Paralysis** means Hemiplegia, Paraplegia or Quadriplegia when caused by Injury sustained in an Accident. The Paralysis is evidenced by the total and irreversible loss of use of two or more limbs as a result of a physical Injury occurring after the Covered Person's Effective Date. The loss is marked by loss of muscle function in two arms, two legs, or one arm and one leg.

The loss must be:

- due to an Accidental Injury that occurs after the Covered Person's Effective Date;
- expected to be permanent; and
- must have been present continuously for at least [180] days.

Permanent Paralysis does not include paralysis that results from a Stroke.]

**[Plan Type** means either:

- coverage for an individual (Individual);
- coverage for an individual and his or her Dependent Children (Single Parent); [or]

- coverage for an individual, his or her Spouse and their Dependent Children (Family)[.];] [or]
- [coverage for an individual and his or her Spouse (Couple).]

Plan Type is the coverage option You chose on the Application, unless We changed it. Plan Type is shown on the Schedule.

**Policy Anniversary** means the yearly anniversary of the Date of Policy.

**Policy Owner** means the Applicant, who is the owner of this Policy.

If the Applicant and the Primary Insured are not the same person and the Applicant dies before this policy ends:

- the Primary Insured will be the Policy Owner, if he or she has reached the age of majority; or
- the Primary Insured's legal guardian will be the Policy Owner, if he or she has not reached the age of majority; and
- once the Primary Insured reaches the age of majority, he or she will become the Policy Owner.

This Policy does not provide for third party owners except as stated above.

**Premium** means the amounts that must be paid to Us for coverage under this Policy and to keep this Policy in force.

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

- [Invasive Cancer or Malignant Melanoma;]
- [Carcinoma in Situ;]
- [Coma;]
- [Major Organ Transplant;]
- [End Stage Renal Failure;]
- [Loss of Vision;]
- [Loss of Speech;]
- [Permanent Paralysis;]
- [Heart Attack;]
- [Heart Transplant as a result of heart failure;] [or]
- [Stroke].

Pre-existing Condition also means [any of] the following which a Doctor has treated or for which a Doctor has advised treatment (by transplant, Coronary Artery 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 the presentation of symptoms or the presence of any of the conditions above:

- which would have caused a reasonably prudent person to seek medical advice, diagnosis, care or treatment; and
- which condition would have been medically diagnosable after the receipt of the results of medical diagnostic and laboratory tests that would have been reasonably indicated and ordered by a reasonably prudent Doctor under the same or similar conditions; and
- which presented or were present within the past 5 years.

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

**Primary Insured** means the person so listed on the Policy Schedule.

**Proof of Loss** means a Claim Form or other documents satisfactory to Us.

Proof of Loss may also include statements completed by You and/or the Covered Person, and the attending Doctor showing:

- the nature of the loss;
- the date, or inclusive dates, of loss; and
- the cause of loss.

On request, We will tell the Primary Insured or other claimant what forms or documents are required.

We may require authorizations to obtain medical and psychiatric information.

We will give You or the claimant a Claim Form upon request. You are responsible for any costs for completing the Claim Form.

We may ask for other Proof of Loss from hospitals and Doctors. We will pay the reasonable cost of obtaining these records.

**[Renal Failure** means End Stage Renal Failure.]

**Sickness** means an illness or disease of a Covered Person, including pregnancy and childbirth.

**Spouse** means[:]

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

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

- [the Primary Insured's Domestic Partner [(California)];]
- [a party to a Civil Union with the Primary Insured [(Vermont)][and][Connecticut];]
- [a Reciprocal Beneficiary of the Primary Insured [(Hawaii)];:] [or]
- [someone for whom we must provide the coverage of this Policy on a spousal equivalent basis under the laws or regulations of the state where the Primary Insured lives.]]

[When We provide coverage under this definition "2", We will continue to provide coverage after the Primary Insured or Spouse moves to a state that does not recognize the relationship described.]

[We will not continue to provide coverage under these definitions "1" and "2" for the Spouse when a legal action ends a relationship described.]

This Policy will at no time cover more than one person as a Primary Insured's Spouse.

**[Stroke** means death of brain tissue due to a cerebrovascular event resulting in neurological damage including infarction, hemorrhage or embolization of brain tissue from an extra cranial source for at least 60 days.

Stroke does not mean a transient ischemic attack, transient global amnesia, chronic cerebrovascular insufficiency, attacks of vertebrobasilar ischemia or a cerebrovascular event resulting from Accidental Injury.

Diagnosis of a Stroke must be based on the following criteria:

- documented neurological impairment or deficits;
- evidence of brain tissue damage by neuroimaging (CT, MRI, or PET Tomography or similar test);
- permanent neurological deficit measured three months or more after the event that results in a score of 2 or higher on the Modified Rankin Scale for stroke outcome; and
- which was made [more than 30 days] after the Covered Person's Effective Date.

The Stroke Date of Diagnosis must be [more than 30 days] after the Covered Person's Effective Date.]

**Tentative Diagnosis** means a diagnosis of a Critical Illness based upon dated medical records.

**Us, We** and **Our** means Kanawha Insurance Company.

**You** and **Your** means the Policy Owner.

## **CRITICAL ILLNESS BENEFITS**

Subject to all terms in this Policy, We will pay the Benefits provided by this Policy. Dollar amounts of Benefits are shown on the Policy Schedule. Loss must be due to a covered Critical Illness and must occur after the Date of Policy.

Proof of Loss must be submitted. Benefits are only due and payable for a loss covered by this Policy for which Proof of Loss has been received by Us.

We will pay Benefits to the Policy Owner. This is subject to the Payment of Benefits provision.

### **[VASCULAR BENEFITS**

#### **Heart Attack Benefit**

We will pay this Benefit when We receive Proof of Loss showing that a Covered Person has suffered a covered Heart Attack.

#### **Heart Transplant Benefit**

We will pay this Benefit when We receive Proof of Loss showing that a Covered Person:

- demonstrates Heart Failure; and
- is registered with and on the waiting list of the United Network for Organ Sharing or its successor for a human to human replacement of the whole heart.

Heart Transplant under this Policy includes a heart lung transplant.

#### **Stroke Benefit**

We will pay this Benefit when We receive Proof of Loss showing that a Covered Person has suffered a covered Stroke.

### **Coronary Artery Bypass Surgery Benefit**

We will pay this Benefit when We receive Proof of Loss showing that a Covered Person has undergone a covered Coronary Artery Bypass Surgery.]

### **[CANCER BENEFITS**

#### **Invasive Cancer or Malignant Melanoma Benefit**

We will pay this Benefit when We receive Proof of Loss showing that a Covered Person suffers from a covered Invasive Cancer or Malignant Melanoma.

#### **Carcinoma in Situ Benefit**

We will pay this Benefit when We receive Proof of Loss showing that a Covered Person suffers from a covered Carcinoma in Situ.]

### **[OTHER CRITICAL ILLNESS BENEFITS**

#### **Major Organ Transplant Benefit**

We will pay this Benefit when We receive Proof of Loss showing that a Covered Person:

- demonstrates Major Organ Failure; and
- is registered with and on the waiting list of the United Network for Organ Sharing or its successor for a human to human replacement of the failing Major Organ.

Major Organ Transplant does not include:

- Heart Transplant; or
- heart lung transplant.

#### **End Stage Renal Failure Benefit**

We will pay this Benefit when We receive Proof of Loss showing that a Covered Person suffers from a covered End Stage Renal Failure.

#### **Loss of Speech or Vision Benefit**

We will pay this Benefit when We receive Proof of Loss showing that a Covered Person suffers from a covered:

- Loss of Speech; or
- Loss of Vision.

#### **Coma Benefit**

We will pay this Benefit when We receive Proof of Loss showing that a Covered Person suffers from a covered Coma.

#### **Permanent Paralysis Benefit**

We will pay this Benefit when We receive Proof of Loss showing that a Covered Person suffers from a covered Permanent Paralysis caused by an Accidental Injury.]

## **MAKING A CLAIM UNDER THIS POLICY**

### **Notice of Claim**

A written notice of claim must be given to Us within 60 days after a loss covered by this Policy starts or as soon thereafter as is reasonably possible. Covered losses are listed under Benefits on page[s] [4] [and 5]].

The notice of claim should include:

- the Covered Person's name;
- Policy number; and
- a description of the claim.

Send the written notice of claim to:

Kanawha Insurance Company  
[Post Office Box 2000]  
[Lancaster, SC 29721-2000]

### **Claim Forms**

On receipt of a notice of claim, we may provide to You the forms usually provided by Us for filing proof of loss. If the forms are not provided within 15 days after the date of the notice, You shall be considered to have complied with the requirements of this policy as to proof of loss on submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character, and the extent of the loss for which the claim is made.

### **Proof of Loss**

Proof of Loss showing dates of loss must be given to Us within 90 days after the covered loss starts. If You are not able to give Proof of Loss within 90 days, Proof of Loss must be given to Us as soon as is reasonably possible. In any event, Proof of Loss must be given not later than one year from the time the covered loss starts, unless You are legally unable to do so.

We have the right to defend any claim for Benefits under this Policy and to investigate any such claim. We may require authorizations to obtain medical and psychiatric information as well as non-medical information.

### **Payment of Benefits**

Benefits will be paid to the Policy Owner immediately upon receipt of written proof of loss.

If Benefits are payable to an estate or to a beneficiary who cannot give Us a valid release, We can pay Benefits up to \$1,000 to someone related to the Policy Owner by blood or marriage whom We consider to be entitled to the Benefits. Any payment made by Us in this manner fully discharges Us and releases Us from further claims for the Benefits paid.

## **BENEFIT CONDITIONS AND LIMITATIONS**

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.

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 Policy Owner may choose the Benefit to be paid.

A Critical Illness that occurs during the 30-day period after a Covered Person's Effective Date is not covered.

[A Tentative, Clinical or Pathological Diagnosis of Invasive Cancer during the 30-day period after a Covered Person's Effective Date is not covered.]

[Benefits for Invasive Cancer or Carcinoma in Situ will not be payable based on a Tentative Diagnosis.]

[All Vascular Benefits for a Covered Person end when We have paid [100%] of the Covered Person's Face Amount for any of the following:

- Heart Attack;
- Heart Transplant; or
- Stroke.]

[When We pay a Benefit for Coronary Artery Bypass Surgery, the Covered Person's Face Amount for other Vascular Benefits is reduced by [25%.]

[All Cancer Benefits for a Covered Person end when We have paid [100%] of the Covered Person's Face Amount for Invasive Cancer.]

[When We pay a Benefit for Carcinoma in Situ, the Covered Person's Face Amount for Invasive Cancer is reduced by [25%.]

[All Other Critical Illness Benefits for a Covered Person end when We have paid [100%] of the Covered Person's Face Amount for any of the following:

- Major Organ Transplant;
- End Stage Renal Disease;
- Loss of Speech or Vision;
- Coma; or
- Permanent Paralysis.]

## **WAITING PERIOD**

A loss otherwise insured by this Policy is not covered if it occurs within 30 days after a Covered Person's Effective Date.

## **EXCLUSIONS**

No Benefits of this Policy or Riders attached to it will be paid for loss that is contributed to, caused by, or occurs during;

- any intentionally self-inflicted Injury;
- suicide, or attempted suicide, while sane or insane;
- active duty military service;
- participation in the commission or attempted commission of a felony;
- being intoxicated or under the influence of alcohol, drugs or any narcotic (including overdose) unless administered on, and taken in accordance with, the instructions of a Doctor;
- psychosis; or
- alcoholism or drug addiction.

## **COVERAGE**

Each person named in the Application as a Person Proposed for Coverage is a Covered Person unless excluded by Us when this Policy was issued. Coverage begins at 12:01 a.m. local time in the Covered Person's state of residence on the Date of Policy.

Coverage ends as stated in this Policy. See the Termination of Coverage section.

## **COVERAGE CHANGES**

You may ask Us to change the Face Amount or Plan Type.

To decrease the Face Amount or remove Covered Persons, make a written request to Us on a form that We provide.

To increase the Face Amount or change the Plan Type, You must:

- make a written request on a form that We provide;
- provide Evidence of Insurability acceptable to Us; and
- pay the required Premium.

Upon a Coverage Change, We will adjust Premiums on the first day of the Policy month after We approve a change.

This Policy does not provide for other Coverage Changes. If You wish to add a Benefit Group, you must make application to Us for a new policy. Evidence of Insurability will be required. Addition of a Benefit Group will only be available if this Policy form is then available in Your state.

## **COVERAGE OF ELIGIBLE DEPENDENTS**

If You chose a Plan Type that allows coverage for Eligible Dependents, all such Eligible Dependents named in the Application as Persons Proposed for Coverage are Covered Persons unless:

- excluded by Us when this Policy was issued; or
- coverage ends according to the terms of this Policy.

Premium due for Eligible Dependent coverage must be paid.

For an Eligible Dependent not listed on the Application to be covered under this Policy as a Covered Person, You must:

- apply to Us in writing;
- include Evidence of Insurability for any such Eligible Dependent; and
- be covered by a Plan Type that would allow for such Eligible Dependent to be covered.

If Your Plan Type does not allow addition of an Eligible Dependent, see the Coverage Changes provision above.

Coverage is only effective if approved by Us. If coverage is approved by Us, it will start at 12:01 a.m. local time in the Covered Person's state of residence on the date We approved it.

Premium rates vary depending on Age and Plan Type. A Plan Type change is only effective if approved by Us.

## **Dependent Child**

If Your Plan Type allows, a Dependent Child may be added as a Covered Person while this Policy is in force. You must:

- apply to Us in writing;
- include Evidence of Insurability for each such Dependent Child; and
- pay the required Premium for this Dependent Child's coverage.

Coverage is only effective if approved by Us.

## **Disabled Child**

A Dependent Child who becomes Disabled while he or she is a Covered Person under this Policy, may continue to be covered by this Policy after his or her coverage as a Dependent Child would otherwise end, as long as he or she:

- is and remains unmarried;
- is and continues to be Disabled; and
- has not contributed more than one-half toward his or her own support during the prior Calendar Year.

The proper Premium must continue to be paid.

We require proof that such Dependent Child is Disabled.

Within 31 days after coverage would end, We must receive:

- a copy of the current tax return of the Primary Insured or Spouse showing this child claimed as a dependent; and either
- a copy of the Dependent Child's Social Security disability certification; or
- a Doctor's statement regarding the nature and severity of the disability.

Thereafter, We may require proof, but not more frequently than annually.

In no event will coverage for any Covered Person continue beyond the date that this Policy ends.

## **Subsequent Spouse**

If Your Plan Type allows, the Primary Insured's subsequent Spouse may be added as a Covered Person while this Policy is in force. You must:

- apply in writing;
- include Evidence of Insurability for this Spouse; and
- pay the required Premium for this Spouse's coverage.

Coverage is only effective if approved by Us.

## **CONTINUATION**

### **At Death of Primary Insured**

At the death of the Primary Insured, We may continue coverage of other than Covered Persons of this Policy. To continue coverage, We must, within 60 days after the Primary Insured's death receive:

- a written request; and
- the required Premium.

We will continue coverage using this Policy's form and Date of Policy. Coverage will be the same as that which was available to Covered Persons on the last day that they were covered by this Policy.

### **For Divorced Spouse (if covered)**

If the Primary Insured and Spouse Divorce, the former Spouse, if a Covered Person at the time of Divorce, may apply to Us to continue coverage. He or she:

- must apply to Us within 60 days after eligibility ends under this Policy;
- must pay the required Premium; and
- may cover his or her Eligible Dependents, if covered by this Policy.

When an eligible person is covered under the policy of a former Spouse, he or she will not be covered by this Policy.

We will continue coverage using this Policy's form and Date of Policy. Coverage will be the same as that which was available to Covered Persons on the last day that they were covered by this Policy.

## **PREMIUMS, CHANGE IN PREMIUMS**

### **Premium Payments**

To keep this Policy in force and avoid lapse, You must pay each Premium due before the end of the Grace Period. If Premium is paid that would pay Premiums past the end date of this Policy, We will refund the excess to You.

Premium amounts are based on the Benefits You chose, persons covered, Age[, ] [gender][, ] [and] [tobacco use] [and state of [residence]] on the Date of Policy. Premiums for any other benefit riders attached to this Policy will be assigned to the same Premium class. Your Premium can be changed for the following reasons:

- if We change the Premium on all policies in the same Premium class;
- if You apply for and We approve a change in the Face Amount or Plan Type; or
- if You apply for and We approve addition of Covered Persons.

If We change the Premium on all policies in the same Premium class, We will give 60 days written notice before such Premium change occurs. Any increase or decrease will start on the Premium due date no sooner than 60 days after the notice is given. Any other change in Premium will start on the date following the change in coverage [or state of residence].

## **TERMINATION OF COVERAGE**

Except as may be stated in Continuation, above in this Policy, coverage will end as stated below.

Insurance of a Covered Person under this Policy ends when We have paid 100% of the Face Amount in each Benefit Group covering that person.

Insurance of all Covered Persons under this Policy ends when We have paid 100% of the Face Amount in each Benefit Group covering all such persons. We will refund any Premium paid past the end of the Policy month during which the coverage ends.

This Policy ends and coverage for all Covered Persons ends the earliest of:

- the date the last Premium was due if not paid by the end of the Grace Period;
- when You request in writing that this Policy be canceled; or
- the date of the Primary Insured's death.

If this Policy ends for any reason, coverage for every Covered Person ends.

### **Spouse (if covered)**

Coverage for the Primary Insured's Spouse, if a Covered Person, will end the earliest of:

- the date of the Primary Insured's death;

- the date when the Primary Insured and this Spouse Divorce;
- the date when coverage for such Spouse ends at the request of the Policy Owner; or
- the date the last Premium was due if not paid by the end of the Grace Period.

### **Dependent Children (if covered)**

Coverage for each Dependent Child, if a Covered Person, will end the earliest of:

- the date of the Primary Insured's death;
- the date when coverage for such Dependent Child ends at the request of the Policy Owner;
- the date when such Dependent Child turns [18] years old, unless such Dependent Child continues to be a full-time student or unless coverage is continued as a Disabled Dependent Child as stated in this Policy;
- the date each such Dependent Child [18] years of Age or older but less than [26] years of Age ceases to be a full-time student, unless coverage is continued as a Disabled Dependent Child as stated in this Policy;
- the date when such Dependent Child turns [26] years old, unless coverage is continued as a Disabled Dependent Child as stated in this Policy;
- the date such Dependent Child marries;
- when such Dependent Child has contributed more than one-half toward his or her own support during the prior Calendar Year;
- the date when such Dependent Child is no longer Disabled, if coverage has been continued for this Dependent Child beyond [26] years of Age as a Disabled Dependent Child; or
- the date the last Premium was due if not paid by the end of the Grace Period.

A Covered Person's coverage ends effective at 12:00 midnight local time in his or her state of residence on the coverage end date.

## **GENERAL PROVISIONS**

### **Assignment**

No assignment of this Policy by You is allowed. Benefits may be assigned. No assignment of Benefits is effective until received by Us in writing. We are not responsible for the validity of any assignment of Benefits made.

### **Change of Beneficiary**

You can change any Beneficiary during the lifetime of the Insured unless an irrevocable beneficiary is named.

A change in beneficiary must be made by filling a written request in a form satisfactory to Kanawha. The change will be effective as of the day it was signed but Kanawha will not be liable for any action taken before notice is received at the Home Office. Kanawha reserves the right to require this Policy for endorsement.

### **Conformity with State Statutes**

Any Policy term that is in conflict with the statutes of the state in which this Policy was issued is hereby amended to meet the minimum requirements of such statute(s).

### **Entire Contract**

This Policy includes:

- the Application;
- the Policy Schedule;
- any endorsement or amendment;

- any attached rider;
- any application for reinstatement, if the Policy is reinstated after lapse; and
- any application adding a Covered Person.

This Policy constitutes the entire contract between You and Us.

### **Changes**

No change in this Policy shall be valid unless made by endorsement or amendment. Such a change is valid only if signed by Our Chairman or Our President. No other person can waive any Policy terms or make any agreements about this Policy that are binding on Us.

### **Grace Period**

This Policy has a 31 consecutive day Grace Period. The Grace Period starts on the day the Premium is due. This Policy is in force during the Grace Period. As long as each Premium due is paid within the Grace Period, this Policy will stay in force. If the Premium due is not paid within the Grace Period, then this Policy will lapse and all coverage ends.

### **Legal Actions**

Legal action cannot be taken against Us:

- sooner than 60 days after due Proof of Loss has been submitted to Us; or
- more than [3] years after the time written Proof of Loss is required to be filed according to the terms of this Policy.

### **Misstatement of Age, Gender or Tobacco Use**

If a Covered Person's Age, gender or tobacco use is misstated when coverage was applied for, the Face Amounts will be those which the Premiums paid would have purchased for the correct Age, gender or tobacco use.

This is without prejudice to Our rights under the Time Limit on Certain Defenses provision.

### **Non-participating**

This Policy is issued on a non-participating basis and will not share in Our surplus or earnings. This Policy will not pay dividends.

### **Physical Exams**

We will have the right to have any Covered Person examined by a healthcare professional of Our choice while a claim is pending. This right may be exercised as often as reasonably required. This will be at Our Expense.

### **Reinstatement of this Policy**

If the Premium is not paid before the Grace Period ends, the Policy will lapse. Later acceptance of the Premium by Us or by an agent authorized to accept payment without requiring an application for reinstatement, will reinstate this policy.

If We or Our agent require an application, You will be given a conditional receipt for the Premium. If the application is approved, the Policy will be reinstated as of the approval date.

Lacking such approval, the Policy will be reinstated on the 45th day after the date of the conditional receipt unless We have previously written You of Our disapproval.

The reinstated Policy will cover only loss that results from an injury sustained after the date of reinstatement or sickness that starts more than 10 days after such date.

In all other respects, Your rights and Our rights will remain the same, subject to any provisions noted on or attached to the reinstated policy.

Any premiums We accept for a reinstatement will be applied to a period for which premiums have not been paid. No premiums will be applied to any period more than 60 days before the reinstatement date.

### **Return of Unearned Premium**

If the Primary Insured or Spouse dies, Premium for his or her coverage paid past the end of the Policy month in which death occurred will be refunded upon notice to Us. A certified copy of the death certificate will be required.

[If a covered Dependent Child dies, and no other Dependent Child is covered, Premium paid past the end of the Policy month in which death occurred will be refunded upon notice to Us. A certified copy of the death certificate will be required.]

If Insurance under this Policy ends when We have paid 100% of the Face Amount in each Benefit Group covering that person, We will refund Premiums paid past the end of the Policy month in which the loss occurred. For a Dependent Child, this will only apply if he or she is the only Child covered by this Policy.

We will pay any unearned Premium to the Policy Owner, if living. Otherwise, We will pay:

- the beneficiary, if one is named in this Policy; or
- the Policy Owner's estate.

### **Time Limit on Certain Defenses**

No misstatements, except fraudulent ones, contained in the Application for this Policy can be used to deny a claim for a loss incurred by a Covered Person after two years from the Date of Policy.

No misstatements, except fraudulent ones, contained in any application submitted after the Date of Policy can be used to deny a claim for a loss incurred by a Covered Person after two years from the date We received it.