

SERFF Tracking Number: MCHX-126124832 State: Arkansas  
 Filing Company: Kanawha Insurance Company State Tracking Number: 42201  
 Company Tracking Number: FORM 70130 AR  
 TOI: H07I Individual Health - Specified Disease - Limited Benefit Sub-TOI: H07I.002A Dread Disease - Cancer Only  
 Product Name: 70130 Humana-Kanawha Individual Supplemental First  
 Project Name/Number: 70130 Humana-Kanawha Individual Supplemental First Diagnosis Cancer Benefit Policy/70130 Humana-Kanawha Individual Supplemental First Diagnosis Cancer Benefit Policy

## Filing at a Glance

Company: Kanawha Insurance Company  
 Product Name: 70130 Humana-Kanawha Individual Supplemental First SERFF Tr Num: MCHX-126124832 State: ArkansasLH  
 TOI: H07I Individual Health - Specified Disease - Limited Benefit SERFF Status: Closed State Tr Num: 42201  
 Sub-TOI: H07I.002A Dread Disease - Cancer Only Co Tr Num: FORM 70130 AR State Status: Filed-Closed  
 Filing Type: Form Co Status: Reviewer(s): Rosalind Minor  
 Author: SPI McHughConsulting Disposition Date: 05/01/2009  
 Date Submitted: 04/22/2009 Disposition Status: Filed-Closed  
 Implementation Date Requested: 05/21/2009 Implementation Date:  
 State Filing Description:

## General Information

Project Name: 70130 Humana-Kanawha Individual Supplemental First Diagnosis Cancer Benefit Policy Status of Filing in Domicile: Authorized  
 Project Number: 70130 Humana-Kanawha Individual Supplemental First Diagnosis Cancer Benefit Policy Date Approved in Domicile: 11/24/2008  
 Requested Filing Mode: Informational Domicile Status Comments:  
 Explanation for Combination/Other: Market Type: Individual  
 Submission Type: New Submission Group Market Size:  
 Overall Rate Impact: Group Market Type:  
 Filing Status Changed: 05/01/2009 Explanation for Other Group Market Type:  
 State Status Changed: 05/01/2009  
 Deemer Date: Corresponding Filing Tracking Number:  
 Filing Description:  
 INFORMATIONAL FILING  
 Kanawha Insurance Company

SERFF Tracking Number: MCHX-126124832 State: Arkansas  
Filing Company: Kanawha Insurance Company State Tracking Number: 42201  
Company Tracking Number: FORM 70130 AR  
TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.002A Dread Disease - Cancer Only  
Product Name: 70130 Humana-Kanawha Individual Supplemental First  
Project Name/Number: 70130 Humana-Kanawha Individual Supplemental First Diagnosis Cancer Benefit Policy/70130 Humana-Kanawha Individual Supplemental First Diagnosis Cancer Benefit Policy

NAIC #65110 FEIN #570380426

SERFF Filing ID: MCHX-126034555

Individual Specified Disease Limited Benefit Policy

Policy Form 70130 AR

McHugh Consulting Resources, Inc. has been requested to file the enclosed forms on behalf of Kanawha Insurance Company. We have provided an authorization letter for your files.

The above mentioned form filing was approved by your Department on February 13, 2009. Our client recently noted that the pre-existing condition limitation timeframes were made correctly throughout the forms except that the policy face page No Recovery for Pre-Existing Conditions provision was not amended to reflect the appropriate timeframe. They would like to replace the previously approved policy face page with the attached, revised, policy face page in order to correct this before it goes to market. Our client has given us their assurance that this policy has not yet been issued.

Attached please find the policy with a revised face page. Please note that only the one change to the policy face page was made to this form. We have attached the same Certifications from the original filing to satisfy SERFF requirements.

Please do not hesitate to contact the undersigned at 215.230.7960 if there are any questions that we can answer regarding this filing.

## Company and Contact

### Filing Contact Information

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

Diane Gould, Compliance Assistant mcr@mchughconsulting.com

McHugh Consulting Resources (215) 230-7960 [Phone]

Doylestown, PA 18901 (215) 230-7961[FAX]

### Filing Company Information

SERFF Tracking Number: MCHX-126124832 State: Arkansas  
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Supplemental First Diagnosis Cancer Benefit Policy

Kanawha Insurance Company  
210 South White Street  
Lancaster, SC 29720  
(803) 283-5311 ext. [Phone]

CoCode: 65110  
Group Code:  
Group Name:  
FEIN Number: 570380426  
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State of Domicile: South Carolina  
Company Type:  
State ID Number:

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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Kanawha Insurance Company	\$50.00	04/22/2009	27344313

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Filed-Closed	Rosalind Minor	05/01/2009	05/01/2009

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## Disposition

Disposition Date: 05/01/2009

Implementation Date:

Status: Filed-Closed

Comment:

Rate data does NOT apply to filing.

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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification	Filed-Closed	Yes
<b>Supporting Document</b>	Application	Filed-Closed	Yes
<b>Supporting Document</b>	Health - Actuarial Justification	Filed-Closed	No
<b>Supporting Document</b>	Outline of Coverage	Filed-Closed	Yes
<b>Supporting Document</b>	04.22.09 Informational Filing Letter	Filed-Closed	Yes
<b>Supporting Document</b>	Authorization Letter, Form Listing	Filed-Closed	Yes
<b>Supporting Document</b>	Explanation of Variables	Filed-Closed	Yes
<b>Form</b>	Individual Supplemental First Diagnosis Cancer Benefit Policy	Filed-Closed	Yes

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## Form Schedule

### Lead Form Number:

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Filed-Closed	Form 70130 AR	Policy/Contract/Fraternal Certificate	Individual Supplemental First Diagnosis Cancer Benefit Policy	Initial		50	Form 70130 AR.PDF

# KANAWHA

INSURANCE COMPANY

[ 210 SOUTH WHITE STREET, POST OFFICE BOX 610  
LANCASTER, SOUTH CAROLINA 29721-0610 ]  
Telephone: [ 800-635-4252 ]

Kanawha Insurance Company will be referred to in this Policy as We, Our and Us. You, Your, or Yourself means the Applicant who signed the Application for this Policy.

Signed for Kanawha Insurance Company at its Home Office in Lancaster, South Carolina, as of the Date of Policy stated on the Policy Schedule.

[ *Joan O. Lenahan* ]  
[ Joan O. Lenahan ]  
[ Vice President & Corporate Secretary ]

[ *R. Dale Vaughan* ]  
[ R. Dale Vaughan ]  
[ President ]

We will pay the First Diagnosis Cancer Benefit Amount for a First Diagnosis of internal Cancer or malignant melanoma. No First Diagnosis of Cancer Benefit Amount is payable for a diagnosis of skin Cancer other than malignant melanoma. The First Diagnosis must be made after the Waiting Period and there is no coverage for a Pre-existing Condition. The Benefit Amount is shown on the Policy Schedule. Benefit Amounts, Limitations and Exclusions and other provisions are set forth herein.

## THIS IS NOT A MEDICARE SUPPLEMENT POLICY

If You are eligible for Medicare, review the Medicare Supplement Buyer's Guide available from Kanawha.

**NOTICE OF 30-DAY RIGHT TO EXAMINE POLICY.** Within 30 days from receipt of this Policy, You may return it for any reason. If returned, this Policy is void. Any Premiums paid on this Policy will be refunded. This Policy may be returned to Us or to the agent who sold this Policy.

**NO RECOVERY FOR PRE-EXISTING CONDITIONS** No Benefits will be provided during the first 12 months after the Date of Policy for any Cancer resulting from a Pre-existing Condition.

## SUPPLEMENTAL FIRST DIAGNOSIS CANCER BENEFIT POLICY

Coverage terminates for an Insured Person once the Supplemental First Diagnosis Cancer Benefit Amount is paid. Coverage can be continued for any remaining Insured Persons.

**CAUTION: THIS IS A LIMITED POLICY. READ IT CAREFULLY WITH THE OUTLINE OF COVERAGE.**

- Premiums Payable for Period Shown on Policy Schedule
- Premium Rates may be Changed on a Class Basis
- Guaranteed Renewable for Life

**THIS POLICY IS A LEGAL CONTRACT BETWEEN THE POLICY OWNER AND KANAWHA**



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**IMPORTANT NOTICE—PLEASE READ**

The issuance of this Supplemental First Diagnosis Cancer Benefit Policy is based upon Your responses to the questions on Your Application. Please read the copy of the Application attached to this Policy. The Application is a part of the Policy. The Policy was issued on the basis that the answers to all questions and the information shown on the Application are correct and complete. Carefully check the Application. Write to Kanawha Insurance Company, [Post Office Box 610, Lancaster, South Carolina, 29721-0610] within 30 days, if any information shown on the Application is not correct and complete, or if any past medical history has been left out of the Application.

In the event You need to contact someone about this Policy for any reason, You may contact Kanawha Insurance Company at the above address or by calling [1-800-635-4252] or [1-803-283-5300.]

**POLICY SCHEDULE**

**Plan of Insurance and Agreement(s) Included**

Description	Units Of Coverage	Period Premium Payable	Interval Premium Amount (s)
First Diagnostic Cancer ONLY Policy [Optional Return of Premium Rider]		[Life] [Life]	[\$135.00] [\$#####]

Policy Number: [12356789]

Premium Schedule Interval Selected

Date of Policy: [May 1, 1998]

Direct Billing Method:

Insured: [Thomas Spratt]

:Annual

Age: [35]

:Semi-Annual\*

:Quarterly\*

:Monthly\*

Primary Beneficiary: [The Insured]

Special Monthly Billing:

:Monthly\*

Payroll Electronic Transfer

:Monthly

Amount of Insurance: [SEE BELOW]

Monthly Paid:

:Weekly\*

\*Payment of the Special premiums shown  
in the above schedule may be made only  
with approval of Kanawha Insurance Company

**BENEFITS**

Waiting Period

[30 days]

Supplemental First Diagnosis Cancer Benefit Amount

[\$25,000]

**TELEPHONE: [1-800-635-4252]**

## DEFINITIONS

**Adopted Children** means those children for whom a petition for adoption has been filed by You prior to the Date of Policy.

**Age** means the age of an Insured Person on the last birthday of that person on the Date of Policy.

**Applicant** means You, the person named as the proposed Insured on the Application for this Policy. You may be the Applicant of this Policy, but also excluded from the Benefits of this Policy's coverage because:

- You chose not to cover Yourself; or
- We declined to issue this Policy's coverage to You.

**Attending Physician** means the individual primarily responsible for the care of an Insured Person's Cancer who is a medical practitioner of the healing arts, other than You or a member of Your Immediate Family, duly licensed by the state to treat injuries or sickness and acting within the scope of such license.

**Cancer** means First Diagnosis of a disease manifested by the presence of a malignant tumor characterized by the uncontrolled growth and spread of malignant cells, the invasion of tissue, Hodgkin's Disease or leukemia. Cancer does not include skin Cancer other than malignant melanoma. Premalignant conditions or conditions with malignant potential are not to be construed as Cancer in interpreting this Policy. Genetic tests or other tests indicating a predisposition to Cancer are not to be

construed as Cancer in interpreting this Policy.

**Class** means Insureds of the same age, state of residence and Plan.

**Date of Policy** means the date shown on the Policy Schedule. It will be used to determine effective date of coverage, Premium due dates, and the Time Limit on Certain Defenses of the Policy.

This Policy takes effect at 12:01 a.m. at Your residence on its Date of Policy. This Policy terminates at 12:01 a.m. on the date any renewal Premium is due and not paid, subject to the Grace Period, or once the Supplemental First Diagnosis Cancer Benefit Amount has been paid by Us for an Insured Person, except as provided in the Termination of Coverage and Conversion of Coverage provisions.

**Eligible Dependent(s)** means the following persons: Your Spouse, Your children, Your Newborn Children, Your Adopted Children, Your Spouse's children, Your Spouse's Adopted Children and Newly Adopted Children. Eligible Dependent(s) also means a New Spouse, a New Spouse's children and a New Spouse's Adopted Children.

Subject to the Termination of Coverage and Conversion of Coverage provisions, all children cease to be Eligible Dependent(s) upon their 18th birthday.

Married children and married Adopted Children are not Eligible Dependent(s).

**First Diagnosis** means the first time after the Date of Policy or the date of an Insured Person's coverage, if later, that the earlier of the following takes place:

- Cancer is first ever positively diagnosed by a pathologist. A pathological diagnosis must be based on a microscopic examination of fixed tissue or preparations from the hemic system (either during the life of the Insured or postmortem). The Physician establishing the pathological diagnosis shall base his/her judgement solely on the criteria of malignancy as accepted by the American Board of Pathology or the Osteopathic Board of Pathology after a study of the histocytologic architecture or pattern of the suspect tumor, tissue or specimen. A postmortem pathological diagnosis of Cancer will only be accepted as a First Diagnosis when the deceased Insured received treatment for such Cancer prior to death.

- Cancer is first ever diagnosed by clinical or non-pathological diagnosis if diagnosis from tissue cannot be made. A clinical or non-pathological diagnosis of Cancer will only be accepted as a First Diagnosis when it is not medically possible to attempt a pathological diagnosis. Proof that it is not medically possible to attempt a pathological diagnosis must be satisfactory to Us. We reserve the right to request additional information, an additional Physician's statement and/or examination by a Physician of Our choice at Our expense.

Positive diagnosis must be made in the United States.

Cancer will not be a covered condition when any advice or treatment or pathological diagnosis received within the Waiting Period leads to a diagnosis of Cancer. Cancer will not be a covered condition if tissue extracted during the Waiting Period leads to a diagnosis of Cancer.

If Cancer is diagnosed during the Waiting Period, You have the option to cancel all coverage under this Policy and receive a refund of Premiums paid for all Insured Persons.

Coverage for Cancer which is a Pre-existing Condition is limited as stated in the Pre-existing Condition Limitations provision.

**Immediate Family** means Your Spouse and the following relatives of You or Your Spouse: parents, grandparents, brothers, sisters, children and grandchildren.

**Insured Person(s)** means You, the Insured, if You applied to cover Yourself under this Policy and We did not exclude You when the Policy was issued.

Insured Person also includes all Eligible Dependents named in the Application if:

- not excluded by Kanawha when the Policy was issued; and
- You pay the proper Premium.

If You purchased this Policy as a Single Parent Plan, a Family Plan, or a Children Only Plan, Your Newborn Children are

Insured Persons from the moment of birth.

If You purchased this Policy as a Single Parent Plan, a Family Plan, or a Children Only Plan, Newly Adopted Children are Insured Persons from the date a petition for adoption has been filed by You, for the same Benefits and subject to the same limitations as other eligible persons.

If You purchased this Policy as an Individual Plan, Your Newborn Children are covered from birth for 90 days from the moment of birth for the same Benefits and subject to the same limitations as other eligible persons.

If You purchased this Policy as an Individual plan, Your Newly Adopted Children are covered from the date a petition for adoption has been filed by You for 60 days for the same Benefits and subject to the same limitations as other eligible persons.

Continuation of coverage for Your Newborn Children after 90 days is subject to Your requesting a change to the Family Plan and payment of any required additional Premium within the 90 days.

Continuation of coverage for Your Newly Adopted Children after 60 days is subject to Your requesting a change to the Family Plan and payment of any required additional Premium within the 60 days.

If You purchased this Policy as an Individual plan, You may add other Eligible Dependents as Insured Persons after the Date of Policy by submitting to Us satisfactory evidence of insurability and any required additional Premium.

To add a New Spouse, a New Spouse's Children or a New Spouse's Adopted Children for coverage under this Policy, You must provide evidence of insurability satisfactory to Us and pay any required additional Premiums.

Newly Adopted Children means those children for whom a petition for adoption has been filed by You after the Date of Policy and within 60 days after the birth of the child or within 60 days after the petition of the child.

Newborn Children means Your children born after the Date of Policy.

New Spouse means a Person whom You marry after the Date of Application of this Policy.

Pathologist means a Physician certified by the American Board of Pathology or the Osteopathic Board of Pathology as a Pathologist.

Physician means a medical practitioner of the healing arts, other than You or a member of Your Immediate Family, duly licensed by the state to treat injuries or sickness, and acting within the scope of such license.

**Pre-existing Condition means:**

- with respect to persons named in the Application for this Policy, the existence of symptoms which would cause a person to seek medical diagnosis, care or treatment within one year before the Date of Policy; or
- with respect to persons named in the Application for this Policy, a condition for which medical consultation, advice or treatment was recommended by, received from or sought from a Physician during the five years immediately preceding the Date of Policy; or
- with respect to an Insured Person added after the Date of Policy, the existence of symptoms which would cause a person to seek medical diagnosis, care or treatment within one year before the Insured Person's effective date of coverage under this Policy; or with respect to an Insured Person added after the Date of Policy, a condition for which medical consultation, advice or treatment was recommended by or received from or sought from a Physician during the five years immediately preceding the

Insured Person's effective date of coverage under this Policy.

These definitions of Pre-existing Condition do not apply to Newborn Children or Newly Adopted Children.

Spouse means the person to whom You are married on the Date of Application for this Policy.

Supplemental First Diagnosis Cancer Benefit Amount means the Benefit Amount shown on the Policy Schedule.

Waiting Period means the 30 calendar days shown on the Policy Schedule during which there is no Benefit. The Waiting Period begins on the Date of Policy for those Insured Persons named in the Application and approved by Us for coverage. For Insured Persons later added to the Policy subject to an Application with evidence of insurability satisfactory to Us, the Waiting Period begins on the date the Insured Person is added.

There is no Waiting Period for Newborn Children or Newly Adopted Children.

**BENEFIT PROVISIONS**

If an Insured Person receives a First Diagnosis of internal Cancer or malignant melanoma, We will pay the Supplemental First Diagnosis Cancer Benefit Amount shown on the Policy Schedule. The First Diagnosis must occur after the Waiting Period and while this Policy is in force

with respect to the Insured Person. No Benefit is payable for diagnosis of skin Cancer other than malignant melanoma. Each Insured Person is limited to one Supplemental First Diagnosis Cancer Benefit Amount under the terms of this Policy.

## EXCEPTIONS AND LIMITATIONS

This Policy provides Benefits only for First Diagnosis of internal Cancer or malignant melanoma. This Policy does not cover any other disease or sickness or incapacity or injury.

No Benefit is payable for the diagnosis of skin Cancer other than malignant melanoma.

Cancer First Diagnosed during the Waiting Period will not be a covered condition. Cancer will not be a covered condition when any advice, treatment, or

clinical diagnosis received within the Waiting Period leads to a diagnosis of Cancer. Cancer will not be a covered condition if tissue extracted during the Waiting Period leads to a diagnosis of Cancer. If Cancer is diagnosed during the Waiting Period, You have the option to cancel all coverage under this Policy and receive a refund of premiums paid for all Insured Persons.

There is no Waiting Period for Newborn Children or Newly Adopted Children.

## PRE-EXISTING CONDITION LIMITATIONS

This Policy does not cover Pre-existing Conditions for 12 months after the Date of Policy with respect to persons named in the Application for Insurance.

This Policy does not cover Pre-existing Conditions for 12 months after the

effective date of coverage with respect to any Insured Person added after the Date of Policy.

Pre-existing Condition Limitations do not apply to Newborn Children or to Newly Adopted Children.

## PREMIUMS, CHANGE IN PREMIUMS

**Premium Payment.** To keep Your Policy in force, You must pay each Premium before the end of Your Grace Period. Premiums are payable for the Premium Payment Period shown on the Policy Schedule on Page 3 of this Policy.

If You send Premiums to Kanawha that would pay Premiums past the termination date of this Policy, or past the termination date of an Insured Person's coverage, We will refund the excess amount to You within 30 days of receipt. If We fail to refund the excess

Premiums within 30 days, coverage under this Policy will continue for the period these excess Premiums cover for the Insured Person.

Your Premium is based on Your Age on the Date of Policy. Premiums for any Additional Benefit Riders attached to this Policy will be assigned to the same Premium classification. Your Premium can be changed only if Kanawha changes the Premium on all Policies in Your Premium classification on the same form number in Your state of residence.

You will be given at least 45 days notice before Your Premium rate is changed. Any increase or decrease will begin the next Premium due date after the notice is given.

**Premium Payment Adjustment.** If a claim is incurred during the Grace Period and the Premium has not been paid, the Premium may be deducted from the proceeds of the claim.

## TERMINATION OF COVERAGE

This Policy terminates on the date of Your death. The Conversion of Coverage provision provides certain rights to Your survivors who are then Insured Persons under this Policy.

Premium for that Insured Person within the Grace Period.

This Policy terminates when We pay a Supplemental First Diagnosis Cancer Benefit for a Cancer from which You suffer. No Supplemental First Diagnosis Cancer Benefit will ever again be payable for Your Cancer. The Conversion of Coverage provision provides certain rights to Your survivors who are Insured Persons under this Policy.

Coverage for an Insured Person terminates on the next Premium due date after We receive from You written direction to cancel that Insured Person's coverage. There is no Grace Period after the next Premium due date when You direct Us in writing to cancel an Insured Person's coverage.

Coverage for any Insured Person terminates when a Supplemental First Diagnosis Cancer Benefit Amount is paid for that Insured Person.

Coverage on a child terminates on the child's 18th birthday, unless still in school as a full-time student, then on the child's 25th birthday. However, an unmarried physically or mentally handicapped child who was handicapped prior to his or her 19th birthday and was covered under this Policy may continue to be covered so long as You pay the required Premium, the child is and continues to be incapable of self-sustaining employment by reason of mental retardation or physical handicap, is unmarried and is chiefly dependent upon You for support. We may require proof of eligibility for continuation of this coverage annually.

This Policy terminates and all coverage ends when You fail to pay Premiums within the Grace Period.

This Policy terminates on the next Premium due date after We receive from You written direction to cancel this Policy. There is no Grace Period after the next Premium due date when You direct Us in writing to cancel this Policy.

Coverage on Your Spouse will terminate when You divorce Your Spouse unless Your Spouse exercises the right provided in the Conversion of Coverage provision.

Coverage for an Insured Person terminates when You fail to pay the

Whenever Your coverage or the coverage of another Insured Person terminates, We will refund any pro-rata unearned Premiums and adjust future Premiums as may be required.

Termination of an Insured Person's coverage is without prejudice to any claim originating prior to termination of coverage.

## CONVERSION OF COVERAGE

In the event of divorce between You and Your Spouse, Your Spouse will be entitled to a Conversion Policy if he or she is then covered by this Policy.

- The new Policy will be issued with a Date of Policy on or after the date of Your request for Conversion in accordance with Our rules for dating policies.
- Premiums for the Conversion Policy will be based on Your former Spouse's then attained age.
- The Conversion Policy will be a Policy of insurance then being issued by Us which provides coverage most nearly similar to the coverage provided by this Policy.

In the event that You die or a Supplemental First Diagnosis Cancer Benefit is paid for a Cancer from which You suffer, Your survivors who are then Insured Persons under this Policy will be entitled to a Conversion Policy.

- Any Conversion Policy issued in accordance with this paragraph will be issued on this Policy's form.
- If Your Spouse is then covered under this Policy, one Conversion Policy will be issued covering all individuals who are then Insured Persons under this Policy. The Conversion Policy will be on the Single Parent Plan. Your Spouse's Premium will be based on his or her Age when this Policy was

issued.

- If Your Spouse is not then covered under this Policy, a Conversion Policy on the Individual Plan will be issued to each individual who is then an Insured Person under this Policy. The Premium for each Conversion Policy will be based on the then attained age of each person covered.

When a child's coverage terminates on the child's 18th or 25th birthday, the child shall be entitled to a Conversion Policy.

- A Conversion Policy issued in accordance with this paragraph will be issued on this Policy's form.
- Premiums will be based on the child's then attained age.

We will not require evidence of insurability to issue any Conversion Policy. The Time Limit on Certain Defences and all Waiting Periods of any Conversion Policy issued by Us will be based on the Date of Policy of this Policy.

Application with payment of the appropriate Premium must be made to Kanawha within 60 days following an Insured Person's eligibility for a Conversion Policy. Any Conversion Policy issued by Us will be effective the

day following Termination of an Insured Person's coverage under this Policy.

A Conversion Policy is not available for any Insured Person on whose behalf a

Supplemental First Diagnosis Cancer Benefit amount has been paid. A Conversion Policy is not available in the event of this Policy's lapse or cancellation.

## PAYMENT OF CLAIMS

**Notice of Claims.** Written Notice of Claim must be given within 60 days after a covered loss begins or as soon as reasonably possible. The Written Notice should include Your name and Policy number. Send the notice to Kanawha Insurance Company, [Post Office Box 2000, Lancaster, South Carolina 29721-2000.] When received, a Claim Form will be sent within 15 days.

Physician indicating why a pathological diagnosis is not medically possible.

If You are not able to give Proofs of Loss within 90 days, it will not have a bearing on Your claim if Proofs of Loss are given to Kanawha as soon as reasonably possible. In any event, Proofs of Loss must be given not later than one year from the time stated unless You are legally unable to do so.

**Claim Forms.** When We receive Your Notice of Claim, We will send You Claim Forms to complete. If these Claim Forms are not sent to You within 15 days, You will be deemed to have met the requirements for Claim Forms if You provide Us with Proofs of Loss.

**Time of Payment of Claims.** Upon receipt of written Proofs of Loss, Kanawha will pay the Benefits then due.

**Proofs of Loss.** Written Proofs of Loss must be given to Us within 90 days of First Diagnosis. Written Proofs of Loss are either:

**Payment of Claims.** Benefits will be paid directly to You or in accordance with Assignment(s) by You. Any Benefit unpaid at Your death will be paid to Your Beneficiary. If no Beneficiary is named, Benefits unpaid at Your death will be paid to Your estate.

- a pathology report establishing the pathological diagnosis of Cancer together with statements satisfactory to Us from You and Your Attending Physician documenting the onset date of Cancer; or
- a statement from Your Attending Physician indicating a clinical or non-pathological diagnosis of Cancer together with statements satisfactory to Us from You and Your Attending

If Benefits are payable to Your estate or to a Beneficiary who cannot execute a valid release, Kanawha can at its option, pay Benefits up to \$1,000 to someone related to You or Your Beneficiary by blood or marriage whom Kanawha considers to be entitled to Benefits. Any remaining Benefit in excess of \$1,000 will be paid to the court appointed executor of Your estate or the court appointed guardian or conservator of Your

### **Beneficiary.**

Any payment made in this manner releases Kanawha from all liability for the Benefits Paid.

**Assignment.** We will pay Benefits as set forth in the Payment of Claims Provision. When We receive written notice that You have assigned Benefits payable for Yourself or for any other Covered

Insured Person, We will pay Benefits as directed in the Assignment. Assigned Benefits will be paid in the order Assignments are received up to the limits of this Policy. No Assignment of Benefits is binding upon Us unless and until it is received and recorded in our Home Office. Any Assignment of Benefits by You will survive Your death and will take precedence over payment to Your Beneficiary or Your estate.

## **GENERAL PROVISIONS**

**Cancellation by Insured.** You may cancel this Policy at any time by written notice delivered or mailed to Us, prior to its renewal date or expiration date. We shall refund to You the pro-rata portion of such Premiums paid for any period beyond the end of the Policy month in which the cancellation occurred. Cancellation shall be without prejudice to any claim originating prior to the date of cancellation.

**Change of Beneficiary.** You can change Your beneficiary at any time by giving Us written notice. The beneficiary's consent is not required for this or any other change in the Policy, unless the designation of the beneficiary is irrevocable.

**Conformity with State Statutes.** Any provision of this Policy which is in conflict with any statute of the state in which You lived when the Policy was issued is considered amended to conform to the conflicting statute.

**Entire Contract, Changes.** This Policy, together with any Endorsements, the

Application and any attached papers, constitutes the Entire Contract of insurance. No change is valid unless an executive officer of Kanawha approves it. The executive officers of Kanawha are its President, Vice President, Secretary, Compliance Officer or Assistant Secretary of the corporation. If a change is made, it must be endorsed on this Policy or a written endorsement must be attached to the Policy. No agent can change this Policy or waive any of its provisions.

**Grace Period.** This Policy has a 31-day Grace Period. The Grace Period begins on the day the Premium is due. The Premium may be paid any time before the end of the 31 days. Your Policy is in force during the Grace Period. As long as the Premium is paid within this period, the Policy will remain in force. If a claim is incurred during the Grace Period and the Premium has not been paid, the Premium may be deducted from the claim.

**Legal Actions.** If You disagree with the amount of Benefits paid and are unable

to resolve the matter with Kanawha, You can bring Legal Actions. However, You must wait for at least 60 days after You have filed Proofs of Loss as required by this Policy.

You cannot bring Legal Actions more than three years after the date You filed Proofs of Loss.

Kanawha has the right to defend any claim for Benefits payable under this Policy. Even though You have given written notice and furnished the proper Claim Forms, Kanawha reserves the right to investigate any claim. Kanawha's rights of defense are not waived by confirming receipt of forms required for filing.

**Misstatement of Age And/Or Tobacco Usage.** If your Age or any representation of your tobacco usage was misstated when you applied for this Policy, all Benefits will be paid based on the amount of Benefits you could have bought for the same Premium at your correct Age or had the correct tobacco usage been stated.

**Physical Examinations and Autopsy.** We may, at Our own expense, have You examined as often as reasonably necessary while a claim is pending and may require an autopsy unless prohibited by law.

**Reinstatement.** If You do not pay Your Premium by the end of the Grace Period, Your Policy is lapsed. If You want Your

Policy in force again, You must apply for Reinstatement.

A subsequent acceptance of Premium by Kanawha or by any agent duly authorized by Kanawha to accept Premium without requiring, in connection therewith, an Application for Reinstatement shall reinstate the Policy. However, if Kanawha requires an Application for Reinstatement and issues a conditional receipt for the Premium, the Policy will be reinstated upon approval of such Application by Kanawha, or lacking such approval, upon the 45th day following the date of such conditional receipt unless Kanawha has previously notified the Insured in writing of its disapproval of such Application.

Any Premiums accepted 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.

When this Policy is reinstated, only loss as a result of First Diagnosis of Cancer more than 10 days after the date of Reinstatement is covered. In all other respects, Your rights and Kanawha's rights will remain the same, subject to any provisions noted on or attached to the reinstated policy.

In all other respects the Insured shall have the same rights as before the Policy lapsed.

- **This is a Supplemental First Diagnosis Cancer Benefit Policy**
- **Guaranteed Renewable for Life**
- **Premiums Payable for Period Shown on Policy Schedule**
- **Premiums may be Changed on a Class Basis**
- **Non-participating**



SERFF Tracking Number: MCHX-126124832 State: Arkansas  
 Filing Company: Kanawha Insurance Company State Tracking Number: 42201  
 Company Tracking Number: FORM 70130 AR  
 TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.002A Dread Disease - Cancer Only  
 Product Name: 70130 Humana-Kanawha Individual Supplemental First  
 Project Name/Number: 70130 Humana-Kanawha Individual Supplemental First Diagnosis Cancer Benefit Policy/70130 Humana-Kanawha Individual Supplemental First Diagnosis Cancer Benefit Policy

## Supporting Document Schedules

**Satisfied -Name:** Flesch Certification **Review Status:** Filed-Closed 05/01/2009

**Comments:**

**Attachments:**

Readability Certification.PDF  
 Certification of Compliance w Reg 49.PDF  
 Certification of Compliance w Reg 19.PDF

**Bypassed -Name:** Application **Review Status:** Filed-Closed 05/01/2009

**Bypass Reason:** The application was filed and approved - See SERFF Filing ID No. MCHX-126034555.

**Comments:**

**Bypassed -Name:** Outline of Coverage **Review Status:** Filed-Closed 05/01/2009

**Bypass Reason:** The Outline of Coverage was filed and approved - See SERFF Filing ID No. MCHX-126034555.

**Comments:**

**Satisfied -Name:** 04.22.09 Informational Filing Letter **Review Status:** Filed-Closed 05/01/2009

**Comments:**

**Attachment:**

04\_22\_09 Informational Filing Letter.PDF

**Satisfied -Name:** Authorization Letter, Form Listing **Review Status:** Filed-Closed 05/01/2009

**Comments:**

**Attachments:**

Authorization Letter.PDF  
 Form Listing.PDF

SERFF Tracking Number: MCHX-126124832 State: Arkansas  
Filing Company: Kanawha Insurance Company State Tracking Number: 42201  
Company Tracking Number: FORM 70130 AR  
TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.002A Dread Disease - Cancer Only  
Product Name: 70130 Humana-Kanawha Individual Supplemental First  
Project Name/Number: 70130 Humana-Kanawha Individual Supplemental First Diagnosis Cancer Benefit Policy/70130 Humana-Kanawha Individual Supplemental First Diagnosis Cancer Benefit Policy

**Satisfied -Name:** Explanation of Variables **Review Status:** Filed-Closed 05/01/2009  
**Comments:**  
**Attachment:**  
Explanation of Variables.PDF

**STATE OF ARKANSAS**  
**READABILITY CERTIFICATION**

**COMPANY NAME:** Kanawha Insurance Company

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

<b>Form Number</b>	<b>Score</b>
Form 70130 AR	50
Form 70140	50
1336 8/08 AR	50
Form 1663 AR	50

Signed:   
Name: R Dale Vaughan  
Title: President  
Date: 01/30/09

**CERTIFICATE OF COMPLIANCE**

Insurer: Kanawha Insurance Company

Form Numbers: Form 70130 AR  
Form 70140  
1336 8/08 AR  
Form 1663 AR

I hereby certify that the filing above meets all applicable Arkansas requirements including Regulation 49 (Life and Health Guaranty Fund Notice) and Ark. Code Ann. 23-79-138 and Bulletin 11-88 (Consumer Information Notice).



\_\_\_\_\_  
Signature of Company Officer

R. Dale Vaughan

\_\_\_\_\_  
Name

President

\_\_\_\_\_  
Title

01/30/09

\_\_\_\_\_  
Date

**Certificate of Compliance with  
Arkansas Rule and Regulation 19**

Insurer: Kanawha Insurance Company

Form Number(s): Form 70130 AR  
Form 70140  
1336 8/08 AR  
Form 1663 AR

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.



\_\_\_\_\_  
Signature of Company Officer

R. Dale Vaughan

\_\_\_\_\_  
Name

President

\_\_\_\_\_  
Title

01/30/09

\_\_\_\_\_  
Date

350 South Main Street Suite 103  
Doylestown, PA 18901  
Ph# 215-230-7960  
Fax # 215-230-7961  
Email:mcr@mchughconsulting.com  
www.mchughconsulting.com

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# McHugh Consulting Resources, Inc.

April 22, 2009

**SUBMITTED VIA SERFF**

Julie Benafield Bowman  
Insurance Commissioner  
Arkansas Department of Insurance  
Compliance - Life and Health  
1200 West Third Street  
Little Rock, AR 72201-1904

**RE: INFORMATIONAL FILING**  
**Kanawha Insurance Company**  
NAIC #65110 FEIN #570380426  
SERFF Filing ID: MCHX-126034555

**Individual Specified Disease Limited Benefit Policy**  
Policy Form 70130 AR

Dear Commissioner Bowman:

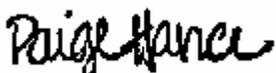
McHugh Consulting Resources, Inc. has been requested to file the enclosed forms on behalf of Kanawha Insurance Company. We have provided an authorization letter for your files.

The above mentioned form filing was approved by your Department on February 13, 2009. Our client recently noted that the pre-existing condition limitation timeframes were made correctly throughout the forms except that the policy face page No Recovery for Pre-Existing Conditions provision was not amended to reflect the appropriate timeframe. They would like to replace the previously approved policy face page with the attached, revised, policy face page in order to correct this before it goes to market. Our client has given us their assurance that this policy has not yet been issued.

Attached please find the policy with a revised face page. Please note that only the one change to the policy face page was made to this form. We have attached the same Certifications from the original filing to satisfy SERFF requirements.

Please do not hesitate to contact the undersigned at 215.230.7960 if there are any questions that we can answer regarding this filing.

Sincerely,



Paige Hance, Consultant



210 South White Street  
Post Office Box 610  
Lancaster, SC 29721-0610

**R. Dale Vaughan, CLU, CEBS, FLMI**  
*President and Chief Operating Officer*  
Kanawha Insurance Company

Direct Line: 803-283-5490  
dale.vaughan@kmgamerica.com

January 15, 2009

Ms. Ginny McHugh, President  
McHugh Consulting Resources, Inc.  
350 South Main Street, Suite 103  
Doylestown, Pennsylvania 18901

Re: NAIC 65110

Dear Ms. McHugh:

Please accept this letter as authorization from Kanawha Insurance Company to your firm, McHugh Consulting Resources, Inc., to file any or all policy forms as referenced on the attached form listing on Kanawha's behalf.

Sincerely,

A handwritten signature in black ink that reads "R. Dale Vaughan". The signature is written in a cursive, flowing style.

R. Dale Vaughan

Attachment

Kanawha Insurance Company  
Limited Benefit Policy  
Supplemental First Diagnosis Cancer Benefit Policy  
Form Listing

<b>Form Number</b>	<b>Product Name</b>
Form 70130 AR	Individual Supplemental First Diagnosis Cancer Benefit Policy

**Explanation of Variables**  
**Form 70130, et al.**

The variable and adaptable items in the forms have been bracketed to provide for the following:

- The officer signature, name, and title are bracketed so that refilling of the forms is not necessary when officers change.
  
- The Policy Schedule page:
  - The Optional Riders are variable to the extent that they will either be included as shown or omitted in their entirety based upon the policyholder's election of benefits.
  - The Period Premium Payable will either be:
    - § "Life" for lifetime payment; or
    - § "20 years" for payment for 20 years.
  - Interval Premium Amount(s) vary based upon plan benefits.
  - Items which customarily vary according to the policyholder's specific plan of insurance.
  - Waiting Period will be 30 days or within statutory or regulatory requirement.
  - Supplemental First Diagnosis Benefit Amount will include one of the following benefit amounts: \$10,000, \$20,000, \$25,000, \$30,000, \$40,000, \$50,000.

We also reserve the right to amend the form(s) to correct any minor clerical or typographical errors we may have overlooked prior to approval.