

SERFF Tracking Number: HUMA-126563983 State: Arkansas  
Filing Company: Kanawha Insurance Company State Tracking Number: 45301  
Company Tracking Number: AR-10-002 KMG  
TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity  
Product Name: AR-10-002 KMG  
Project Name/Number: AR-10-002 KMG/AR-10-002 KMG

## Filing at a Glance

Company: Kanawha Insurance Company

Product Name: AR-10-002 KMG

SERFF Tr Num: HUMA-126563983 State: Arkansas

TOI: H14G Group Health - Hospital Indemnity

SERFF Status: Closed-Approved-  
Closed State Tr Num: 45301

Sub-TOI: H14G.000 Health - Hospital Indemnity Co Tr Num: AR-10-002 KMG

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Rosalind Minor

Authors: Erin Hermsen, Paula

Disposition Date: 04/05/2010

Konop, Tina Huettl, Christi Conrad,

Donna Faulkenberry

Date Submitted: 03/30/2010

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: AR-10-002 KMG

Status of Filing in Domicile:

Project Number: AR-10-002 KMG

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 04/05/2010

Explanation for Other Group Market Type:

State Status Changed: 04/05/2010

Deemer Date:

Created By: Tina Huettl

Submitted By: Tina Huettl

Corresponding Filing Tracking Number:

Filing Description:

March 30, 2010

Arkansas Department of Insurance

RE: Kanawha Insurance Company

Group Supplemental Medical Indemnity Policy Form No. 8015 3/10 AR

SERFF Tracking Number: HUMA-126563983 State: Arkansas  
Filing Company: Kanawha Insurance Company State Tracking Number: 45301  
Company Tracking Number: AR-10-002 KMG  
TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity  
Product Name: AR-10-002 KMG  
Project Name/Number: AR-10-002 KMG/AR-10-002 KMG

Group Supplemental Medical Indemnity Certificate Form No. 8115 3/10 AR  
Employer's Master Application for Group Voluntary Products Form No. 1380 3/10 AR

Dear Commissioner:

Kanawha Insurance Company is submitting the above captioned forms for review and approval. These forms replace previously approved Policy (Form No 8015 AR), Certificate (Form No. 8115 AR) and Group Application (Form No. 1380 9/09 AR) approved by the Department on December 1, 2009 (SERFF Tracking No. HUMA-126364952). All other forms approved under the previous filing remain unchanged. There is no rate impact as a result of this filing.

The above-referenced forms are being amended to indicate variability of all of the benefits in the Schedule of Insurance that will allow for plan designs that can be sold for use with Health Savings Accounts (HSAs). Pursuant to Internal Revenue Service (IRS) requirements, HSA funds may only be used for certain services. This variability will allow the company to offer a variety of plan designs that are compatible for use with Health Savings Accounts and ensuring compliance with IRS guidelines.

The enclosed forms are designed to provide group supplemental medical indemnity coverage. The policy form will be issued in your state on a direct issue basis to groups traditionally recognized as eligible groups for group insurance in accordance with insurance laws, rules and regulations.

With regard to marketing information, this policy will be offered on a contributory or non-contributory basis, where the insured may be required to contribute none, all, or a portion of the premium. Coverage will be marketed through agent/broker solicitation.

All bracketed numbers are variable to the extent allowable by your state's laws. All bracketed text is variable to the extent allowed by law. In addition, the bracketed text may or may not be included in the policy when printed. In no event will numbers or text be changed to impact compliance with your law. An Explanation of Variables is enclosed, along with all other filing requirements.

The forms are in final print, subject to minor variations in formatting, duplexing, shading and fonts. In addition, the Master Application may be reproduced electronically which could result in formatting changes. While every effort is made to submit filings without mistakes, the Company reserves the right to make corrections to any typographical errors such as misspellings or minor grammatical errors noted after filing and approval. The Company will provide you a highlighted copy of any corrections it makes for your records.

Thank you for your attention to this filing. If you should have any questions, please contact me at 1-920-337-5226. My email address is [thuettl@humana.com](mailto:thuettl@humana.com).

Sincerely,

*SERFF Tracking Number:* HUMA-126563983      *State:* Arkansas  
*Filing Company:* Kanawha Insurance Company      *State Tracking Number:* 45301  
*Company Tracking Number:* AR-10-002 KMG  
*TOI:* H14G Group Health - Hospital Indemnity      *Sub-TOI:* H14G.000 Health - Hospital Indemnity  
*Product Name:* AR-10-002 KMG  
*Project Name/Number:* AR-10-002 KMG/AR-10-002 KMG

Tina Huettl  
Compliance Analyst

## Company and Contact

### Filing Contact Information

Tina Huettl, Specialty Benefits Project Analyst      [thuettl@humana.com](mailto:thuettl@humana.com)  
 325 Reid St.      920-337-5226 [Phone]  
 De Pere, WI 54115

### Filing Company Information

Kanawha Insurance Company	CoCode: 65110	State of Domicile: South Carolina
210 South White Street	Group Code: 119	Company Type:
Lancaster, SC 29721	Group Name:	State ID Number:
(800) 635-4252 ext. [Phone]	FEIN Number: 57-0380426	

-----

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	revision to filing forms
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Kanawha Insurance Company	\$50.00	03/30/2010	35263719
Kanawha Insurance Company	\$250.00	04/05/2010	35387447

SERFF Tracking Number: HUMA-126563983 State: Arkansas  
 Filing Company: Kanawha Insurance Company State Tracking Number: 45301  
 Company Tracking Number: AR-10-002 KMG  
 TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity  
 Product Name: AR-10-002 KMG  
 Project Name/Number: AR-10-002 KMG/AR-10-002 KMG

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	04/05/2010	04/05/2010

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
additional fees	Note To Reviewer	Tina Huettl	04/05/2010	04/05/2010
Additional Filing fee	Note To Filer	Rosalind Minor	04/02/2010	04/02/2010

*SERFF Tracking Number:* HUMA-126563983      *State:* Arkansas  
*Filing Company:* Kanawha Insurance Company      *State Tracking Number:* 45301  
*Company Tracking Number:* AR-10-002 KMG  
*TOI:* H14G Group Health - Hospital Indemnity      *Sub-TOI:* H14G.000 Health - Hospital Indemnity  
*Product Name:* AR-10-002 KMG  
*Project Name/Number:* AR-10-002 KMG/AR-10-002 KMG

## **Disposition**

Disposition Date: 04/05/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: HUMA-126563983 State: Arkansas  
 Filing Company: Kanawha Insurance Company State Tracking Number: 45301  
 Company Tracking Number: AR-10-002 KMG  
 TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity  
 Product Name: AR-10-002 KMG  
 Project Name/Number: AR-10-002 KMG/AR-10-002 KMG

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Variability info cert	Approved-Closed	Yes
Supporting Document	Variability info policy	Approved-Closed	Yes
Supporting Document	rating info	Approved-Closed	Yes
Form	Policy	Approved-Closed	Yes
Form	Policy	Approved-Closed	Yes
Form	Certificate	Approved-Closed	Yes
Form	Certificate	Approved-Closed	Yes
Form	Employer Group Application	Approved-Closed	Yes
Form	Employer Group Application	Approved-Closed	Yes

*SERFF Tracking Number:* HUMA-126563983      *State:* Arkansas  
*Filing Company:* Kanawha Insurance Company      *State Tracking Number:* 45301  
*Company Tracking Number:* AR-10-002 KMG  
*TOI:* H14G Group Health - Hospital Indemnity      *Sub-TOI:* H14G.000 Health - Hospital Indemnity  
*Product Name:* AR-10-002 KMG  
*Project Name/Number:* AR-10-002 KMG/AR-10-002 KMG

**Note To Reviewer**

**Created By:**

Tina Huettl on 04/05/2010 08:21 AM

**Last Edited By:**

Rosalind Minor

**Submitted On:**

04/05/2010 02:51 PM

**Subject:**

additional fees

**Comments:**

Additional fees have been added.

*SERFF Tracking Number:* HUMA-126563983      *State:* Arkansas  
*Filing Company:* Kanawha Insurance Company      *State Tracking Number:* 45301  
*Company Tracking Number:* AR-10-002 KMG  
*TOI:* H14G Group Health - Hospital Indemnity      *Sub-TOI:* H14G.000 Health - Hospital Indemnity  
*Product Name:* AR-10-002 KMG  
*Project Name/Number:* AR-10-002 KMG/AR-10-002 KMG

**Note To Filer**

**Created By:**

Rosalind Minor on 04/02/2010 02:44 PM

**Last Edited By:**

Rosalind Minor

**Submitted On:**

04/05/2010 02:51 PM

**Subject:**

Additional Filing fee

**Comments:**

Our filing fees under rule 57 has been supdated. Please review the General Instruction for ArkansasLH.

The new fee for this submission is \$50.00 per form for a total of \$300.00. Please submit an additional \$250.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

SERFF Tracking Number: HUMA-126563983 State: Arkansas  
 Filing Company: Kanawha Insurance Company State Tracking Number: 45301  
 Company Tracking Number: AR-10-002 KMG  
 TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity  
 Product Name: AR-10-002 KMG  
 Project Name/Number: AR-10-002 KMG/AR-10-002 KMG

## Form Schedule

### Lead Form Number:

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 04/05/2010	8015 3/10 AR	Policy/Cont ract/Fratern al Certificate	Policy	Initial			8015 3-10 AR -Policy.pdf
Approved-Closed 04/05/2010	8015 3/10 AR	Policy/Cont ract/Fratern al Certificate	Policy	Initial			8015 3-10 AR -Policy (redline).pdf
Approved-Closed 04/05/2010	8115 3/10 AR	Certificate	Certificate	Initial			8115 3-10 AR- Certificate.pdf
Approved-Closed 04/05/2010	8115 3/10 AR	Certificate	Certificate	Initial			8115 3-10 AR- Certificate (redline).pdf
Approved-Closed 04/05/2010	1380 3/10 AR	Application/ Enrollment Form	Employer Group Application	Initial			1380 3-10 AR.pdf
Approved-Closed 04/05/2010	1380 3/10 AR	Application/ Enrollment Form	Employer Group Application	Initial			1380 03-10 AR (John Doe).pdf

# KANAWHA INSURANCE COMPANY

[210 SOUTH WHITE STREET, POST OFFICE BOX 610, LANCASTER, SC 29721-0610]  
TELEPHONE [1-800-635-4252]

## GROUP SUPPLEMENTAL MEDICAL INDEMNITY INSURANCE POLICY

POLICY NUMBER: [#####]  
ISSUED TO POLICYHOLDER: [XYZ, INC.]  
DATE OF POLICY: [MM/DD/YYYY] POLICY RENEWAL DATES: [Each anniversary of the Date of Policy]  
PREMIUMS PAYABLE: [MONTHLY]  
SITUS STATE: [ANY STATE]

This Policy is a legal contract between Kanawha Insurance Company ("Company") and the Policyholder. All the terms on this page and the following are part of this Policy.

The insurance offered by the Company is shown on the Application for this Policy. Insurance chosen by the Policyholder and issued by the Company is shown on the Schedule. Insurance on Covered Persons is shown in their Certificates.

This Policy may be renewed on each Policy Renewal Date by agreement between the Company and the Policyholder. Any change in the terms will be shown on an amendment, an endorsement or amended Schedule.

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

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

The Policy Application may have been captured electronically or on paper. Please carefully review answers to questions on the Application. Make sure that they are answered correctly. If an error exists, please tell Us immediately.

Signed for the Company

[  ]

[President]

THIS IS A GROUP SUPPLEMENTAL MEDICAL INDEMNITY INSURANCE POLICY. IT ONLY PROVIDES STATED HOSPITAL INDEMNITY BENEFITS OR OTHER BENEFITS THAT MAY BE ADDED.

THIS IS A LIMITED POLICY. READ IT CAREFULLY. THIS POLICY DOES NOT PROVIDE BENEFITS DURING THE FIRST [TWELVE] MONTHS AFTER A COVERED PERSON'S START DATE OF INSURANCE FOR CONDITIONS THAT WERE IN EXISTENCE PRIOR TO THE START DATE OF INSURANCE.

[EMPLOYEE] [AND DEPENDENT] COVERAGE ENDS WHEN THE [EMPLOYEE] IS AGE [65]

THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. IF [EMPLOYEES] ARE ELIGIBLE FOR MEDICARE, REVIEW THE "GUIDE TO HEALTH INSURANCE FOR PEOPLE WITH MEDICARE" AVAILABLE FROM THE COMPANY.

## GROUP SUPPLEMENTAL MEDICAL INDEMNITY INSURANCE POLICY NON-PARTICIPATING

## TABLE OF CONTENTS

Insureds .....	3
Eligibility .....	4
Eligibility to Enroll .....	10
Benefits .....	11
[• Hospital Indemnity Benefit] .....	11
[• Emergency Treatment Benefit] .....	11
[• First Occurrence Hospital Admission Benefit] .....	11
[• Waiver of Premium Benefit] .....	12
[• Intensive Care, Cardiac Care and Burn Unit Benefit] .....	12
[• Surgical Benefit] .....	12
[    Anesthesia Benefit] .....	13
[    Preoperative Visit Benefit] .....	13
[    Second Surgical Opinion Benefit] .....	13
[• Diagnostic Testing Benefit] .....	13
[• Office Visit Benefit] .....	14
[• Health Screening Benefit] .....	14
[• Prescription Drug Benefit] .....	14
[• Ambulance Benefit] .....	15
[• Termination Waiver Benefit] .....	15
[• Accidental Death, Dismemberment and Loss of Sight Benefit] .....	15
Benefit Conditions, Limitations and Exclusions .....	16
Claim Provisions .....	17
Continuation of Insurance .....	18
Termination of Insurance – Covered Persons .....	18
Policy Renewal, Amendment and Termination .....	19
Premium Provisions .....	20
General Provisions .....	20
Definitions .....	22

**[SCHEDULE**

**[PLAN [A]]**

**INSUREDS:**

[Named Class]  
[Other Named Class]

**BENEFIT**

**AMOUNT**

[HOSPITAL INDEMNITY BENEFIT

[Named Class] [\$50-\$6,000]/day  
[[Other Named Class] [\$50-\$6,000]/day ]]

[EMERGENCY TREATMENT BENEFITS

[Emergency Room

[Named Class] [\$25-\$6,000]  
[[Other Named Class] [\$25-\$6,000]]

[Urgent Care Facility

[Named Class] [\$20-\$4,800]  
[[Other Named Class] [\$20-\$4,800]]]

[FIRST OCCURRENCE HOSPITAL ADMISSION  
BENEFIT

[Named Class] [\$250-\$6,000]/day[s],  
[1][2][3][4] [and][through][to] [2][3][4]  
[[ \$250-\$6,000]/day[s], [2][3][4]  
[and][through][to] [3] [4]]  
[[Other Named Class] [\$250-\$6,000]/day[s],  
[1][2][3][4] [and][through][to] [2][3][4]  
[[ \$250-\$6,000]/day[s],[2] [3][4]  
[and][through][to] [3][4]]]

[WAIVER OF PREMIUM BENEFIT

Waives Certificate Premiums for not more  
than [6-48] months]

[INTENSIVE CARE, CARDIAC CARE AND BURN UNIT  
BENEFIT

[Named Class] [\$50-\$12,000]/day  
[[Other Named Class] [\$50-\$12,000]/day]]]

[SURGICAL BENEFIT

[Named Class] Maximum is \$500-\$8,000]  
[[Other Named Class] Maximum is [\$500-  
\$8,000]]

ANESTHESIA BENEFIT

[10%-40%] of amount paid for surgery]

[[PREOPERATIVE VISIT BENEFIT

[Named Class] [10%-40%] of Surgical Benefit  
Maximum  
[[Other Named Class] [10%-40%] of Surgical  
Benefit Maximum]]]

[SECOND SURGICAL OPINION BENEFIT

[Named Class] [5%-20%] of Surgical Benefit  
Maximum  
[[Other Named Class] [5%-20%] of Surgical  
Benefit Maximum]]]

[DIAGNOSTIC TESTING BENEFIT

[Named Class] [\$25-\$200]/Outpatient Hospital  
[\$25-\$140]/ Doctor's office/other medical  
facility]

[[Other Named Class] [\$25-\$200]/Outpatient  
Hospital  
[\$25-\$140]/ Doctor's office or other medical  
facility]]

[OFFICE VISIT BENEFIT

[Named Class][[\$25-\$400] per visit

[[Other Named Class] [\$25-\$400] per visit]]

[HEALTH SCREENING BENEFIT

[Named Class][[\$35-\$600]

[[Other Named Class] [\$35-\$600]]

[PRESCRIPTION DRUG BENEFIT

[Named Class][[\$10-\$40] for generic scripts  
[\$15-\$60] for brand name scripts

[[Other Named Class][[\$10-\$40] for generic  
scripts  
[\$15-\$60] for brand name scripts]]

[AMBULANCE BENEFIT

[Named Class][[\$100-\$500]

[[Other Named Class] [\$100-\$500]]

[TERMINATION WAIVER BENEFIT

Waives Certificate Premiums for not more  
than [6-48] months]

[ACCIDENTAL DEATH, DISMEMBERMENT AND LOSS  
OF SIGHT BENEFIT

[Named Class] [Insured [\$5,000-\$20,000]]  
[Spouse [\$2,500-\$10,000]]  
[Child [\$1,000-\$4,000]]

[[Other Named Class] Insured [\$5,000-  
\$20,000]

[Spouse [\$2,500-\$10,000]]

[[Child \$1,000-\$4,000]]]

[20%-50%] of amounts shown for  
Dismemberment  
or Loss of Sight]]

**[[ELIGIBILITY**

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

[Named Class]

[Other Named Class]

**[Classes of Eligible Dependents:]**

[Spouses of Insured Eligible [Employees]]

[Children of Insured Eligible [Employees]]

**[SCHEDULE**

**[PLAN [B]]**

**INSUREDS:**

[Named Class]

[Other Named Class]

**BENEFIT**

**AMOUNT**

[HOSPITAL INDEMNITY BENEFIT

[Named Class] [\$50-\$6,000]/day

[[Other Named Class] [\$50-\$6,000]/day ]]

[EMERGENCY TREATMENT BENEFITS

[Emergency Room

[Named Class] [\$25-\$6,000]  
[[Other Named Class] [\$25-\$6,000]]

[Urgent Care Facility

[Named Class] [\$20-\$4,800]  
[[Other Named Class] [\$20-\$4,800]]

[FIRST OCCURRENCE HOSPITAL ADMISSION BENEFIT

[Named Class] [\$250-\$6,000]/day[s],  
[1][2][3][4] [and][through][to] [2][3][4]  
[[ \$250-\$6,000]/day[s], [2][3][4]  
[and][through][to] [3] [4]]  
[[Other Named Class] [\$250-\$6,000]/day[s],  
[1][2][3][4] [and][through][to] [2][3][4]  
[[ \$250-\$6,000]/day[s],[2] [3][4]  
[and][through][to] [3][4]]]

[WAIVER OF PREMIUM BENEFIT

Waives Certificate Premiums for not more  
than [6-48] months]

[INTENSIVE CARE, CARDIAC CARE AND BURN UNIT BENEFIT

[Named Class] [\$50-\$12,000]/day  
[[Other Named Class] [\$50-\$12,000]/day]]

[SURGICAL BENEFIT

[Named Class] Maximum is \$500-\$8,000  
[[Other Named Class] Maximum is [\$500-  
\$8,000]]

ANESTHESIA BENEFIT

[10%-40%] of amount paid for surgery]

[[PREOPERATIVE VISIT BENEFIT

[Named Class] [10%-40%] of Surgical Benefit  
Maximum  
[[Other Named Class] [10%-40%] of Surgical  
Benefit Maximum]]

[SECOND SURGICAL OPINION BENEFIT

[Named Class] [5%-20%] of Surgical Benefit  
Maximum  
[[Other Named Class] [5%-20%] of Surgical  
Benefit Maximum]]]

[DIAGNOSTIC TESTING BENEFIT

[Named Class] [\$25-\$200]/Outpatient Hospital  
[\$25-\$140]/ Doctor's office/other medical  
facility]  
[[Other Named Class] [\$25-\$200]/Outpatient  
Hospital  
[\$25-\$140]/ Doctor's office or other medical  
facility]]

[OFFICE VISIT BENEFIT

[Named Class][[\$25-\$400] per visit  
[[Other Named Class] [\$25-\$400]per visit]]

[HEALTH SCREENING BENEFIT

[Named Class][[\$35-\$600]  
[[Other Named Class] [\$35-\$600]]]

[PRESCRIPTION DRUG BENEFIT

[Named Class][\\$10-\$40] for generic scripts  
[\\$15-\$60] for brand name scripts

[[Other Named Class][\\$10-\$40] for generic  
scripts  
[\\$15-\$60] for brand name scripts]]

[AMBULANCE BENEFIT

[Named Class][\\$100-\$500]  
[[Other Named Class] [\\$100-\$500]]

[TERMINATION WAIVER BENEFIT

Waives Certificate Premiums for not more  
than [6-48] months]

[ACCIDENTAL DEATH, DISMEMBERMENT AND LOSS  
OF SIGHT BENEFIT

[Named Class] [Insured [\\$5,000-\$20,000]]  
[Spouse [\\$2,500-\$10,000]]  
[Child [\\$1,000-\$4,000]]

[[Other Named Class] Insured [\\$5,000-  
\\$20,000]

[Spouse [\\$2,500-\$10,000]]  
[[Child [\\$1,000-\$4,000]]]

[20%-50%] of amounts shown for  
Dismemberment  
or Loss of Sight]]

**[[ELIGIBILITY**

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

[Named Class]  
[Other Named Class]

**[Classes of Eligible Dependents:]**

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

**[SCHEDULE**

**[PLAN [C]]**

**INSUREDS:**

[Named Class]  
[Other Named Class]

**BENEFIT**

**AMOUNT**

[HOSPITAL INDEMNITY BENEFIT

[Named Class] [\\$50-\$6,000]/day  
[[Other Named Class] [\\$50-\$6,000]/day ]]

[EMERGENCY TREATMENT BENEFITS

[Emergency Room

[Named Class] [\\$25-\$6,000]  
[[Other Named Class] [\\$25-\$6,000]]

[Urgent Care Facility

[Named Class] [\\$20-\$4,800]  
[[Other Named Class] [\\$20-\$4,800]]

[FIRST OCCURRENCE HOSPITAL ADMISSION  
BENEFIT

[Named Class] [\$250-\$6,000]/day[s],  
[1][2][3][4] [and][through][to] [2][3][4]  
[\$250-\$6,000]/day[s], [2][3][4]  
[and][through][to] [3] [4]]

[[Other Named Class] [\$250-\$6,000]/day[s],  
[1][2][3][4] [and][through][to] [2][3][4]  
[\$250-\$6,000]/day[s],[2] [3][4]  
[and][through][to] [3][4]]]

[WAIVER OF PREMIUM BENEFIT

Waives Certificate Premiums for not more  
than [6-48] months]

[INTENSIVE CARE, CARDIAC CARE AND BURN UNIT  
BENEFIT

[Named Class] [\$50-\$12,000]/day  
[[Other Named Class] [\$50-\$12,000]/day]]

[SURGICAL BENEFIT

[Named Class] Maximum is \$500-\$8,000]  
[[Other Named Class] Maximum is [\$500-  
\$8,000]]

ANESTHESIA BENEFIT

[10%-40%] of amount paid for surgery]

[[PREOPERATIVE VISIT BENEFIT

[Named Class] [10%-40%] of Surgical Benefit  
Maximum  
[[Other Named Class] [10%-40%] of Surgical  
Benefit Maximum]]

[SECOND SURGICAL OPINION BENEFIT

[Named Class] [5%-20%] of Surgical Benefit  
Maximum  
[[Other Named Class] [5%-20%] of Surgical  
Benefit Maximum]]]

[DIAGNOSTIC TESTING BENEFIT

[Named Class] [\$25-\$200]/Outpatient Hospital  
[\$25-\$140]/ Doctor's office/other medical  
facility]

[[Other Named Class] [\$25-\$200]/Outpatient  
Hospital  
[\$25-\$140]/ Doctor's office or other medical  
facility]]

[OFFICE VISIT BENEFIT

[Named Class][\$25-\$400] per visit

[[Other Named Class] [\$25-\$400]per visit]]

[HEALTH SCREENING BENEFIT

[Named Class][\$35-\$600]

[[Other Named Class] [\$35-\$600]]]

[PRESCRIPTION DRUG BENEFIT

[Named Class][\$10-\$40] for generic scripts  
[\$15-\$60] for brand name scripts

[[Other Named Class][\$10-\$40] for generic  
scripts  
[\$15-\$60] for brand name scripts]]

[AMBULANCE BENEFIT

[Named Class][\$100-\$500]

[[Other Named Class] [\$100-\$500]]]

[TERMINATION WAIVER BENEFIT

Waives Certificate Premiums for not more than [6-48] months]

[ACCIDENTAL DEATH, DISMEMBERMENT AND LOSS OF SIGHT BENEFIT

[Named Class] [Insured [\$5,000-\$20,000]]  
[Spouse [\$2,500-\$10,000]]  
[Child [\$1,000-\$4,000]]

[[Other Named Class] Insured [\$5,000-\$20,000]  
[Spouse [\$2,500-\$10,000]]  
[[Child \$1,000-\$4,000]]]

[20%-50%] of amounts shown for Dismemberment or Loss of Sight]]

**[[ELIGIBILITY**

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

[Named Class]  
[Other Named Class]

**[Classes of Eligible Dependents:]**

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

**[SCHEDULE**

**[PLAN [D]]**

**INSUREDS:**

[Named Class]  
[Other Named Class]

**BENEFIT**

**AMOUNT**

[HOSPITAL INDEMNITY BENEFIT

[Named Class] [\$50-\$6,000]/day  
[[Other Named Class] [\$50-\$6,000]/day ]]

[EMERGENCY TREATMENT BENEFITS

[Emergency Room

[Named Class] [\$25-\$6,000]  
[[Other Named Class] [\$25-\$6,000]]

[Urgent Care Facility

[Named Class] [\$20-\$4,800]  
[[Other Named Class] [\$20-\$4,800]]

[FIRST OCCURRENCE HOSPITAL ADMISSION BENEFIT

[Named Class] [\$250-\$6,000]/day[s],  
[1][2][3][4] [and][through][to] [2][3][4]  
[[ \$250-\$6,000]/day[s], [2][3][4]  
[and][through][to] [3] [4]]

[[Other Named Class] [\$250-\$6,000]/day[s],  
[1][2][3][4] [and][through][to] [2][3][4]  
[[ \$250-\$6,000]/day[s],[2] [3][4]  
[and][through][to] [3][4]]]

[WAIVER OF PREMIUM BENEFIT

Waives Certificate Premiums for not more than [6-48] months]

[INTENSIVE CARE, CARDIAC CARE AND BURN UNIT BENEFIT

[Named Class] [\$50-\$12,000]/day  
[[Other Named Class] [\$50-\$12,000]/day]]]

[SURGICAL BENEFIT	[Named Class] Maximum is \$500-\$8,000 [[Other Named Class] Maximum is [\$500-\$8,000]]
ANESTHESIA BENEFIT	[10%-40%] of amount paid for surgery]
[[PREOPERATIVE VISIT BENEFIT	[Named Class] [10%-40%] of Surgical Benefit Maximum [[Other Named Class] [10%-40%] of Surgical Benefit Maximum]]
[SECOND SURGICAL OPINION BENEFIT	[Named Class] [5%-20%] of Surgical Benefit Maximum [[Other Named Class] [5%-20%] of Surgical Benefit Maximum]]]
[DIAGNOSTIC TESTING BENEFIT	[Named Class] [\$25-\$200]/Outpatient Hospital [\$25-\$140]/ Doctor's office/other medical facility  [[Other Named Class] [\$25-\$200]/Outpatient Hospital [\$25-\$140]/ Doctor's office or other medical facility]]
[OFFICE VISIT BENEFIT	[Named Class][\$25-\$400] per visit [[Other Named Class] [\$25-\$400]per visit]]
[HEALTH SCREENING BENEFIT	[Named Class][\$35-\$600] [[Other Named Class] [\$35-\$600]]]
[PRESCRIPTION DRUG BENEFIT	[Named Class][\$10-\$40] for generic scripts [\$15-\$60] for brand name scripts  [[Other Named Class][\$10-\$40] for generic scripts [\$15-\$60] for brand name scripts]]
[AMBULANCE BENEFIT	[Named Class][\$100-\$500] [[Other Named Class] [\$100-\$500]]]
[TERMINATION WAIVER BENEFIT	Waives Certificate Premiums for not more than [6-48] months]
[ACCIDENTAL DEATH, DISMEMBERMENT AND LOSS OF SIGHT BENEFIT	[Named Class] [Insured [\$5,000-\$20,000]] [Spouse [\$2,500-\$10,000]] [Child [\$1,000-\$4,000]]  [[Other Named Class] Insured [\$5,000-\$ 20,000] [Spouse [\$2,500-\$10,000]] [[Child \$1,000-\$4,000]]]
	[20%-50%] of amounts shown for Dismemberment or Loss of Sight]]

**[[ELIGIBILITY**

**[Classes of Eligible [Employees]:]**  
[Named Class]  
[Other Named Class]

**[Classes of Eligible Dependents:]**  
[Spouses of Insured Eligible [Employees]]  
[Children of Insured Eligible [Employees]]

**[[Eligibility Requirements for Eligible [Employees]]**

[In order to Enroll, an Eligible [Employee] must be [Actively at Work (Active Employment)]:

[for [Named Class] Actively At Work means [15-40] hours per [week]]

[for [Other Named Class] Actively At Work means [15-40] hours per [week]]

[Waiting Periods for Eligible [Employees] are as follows:

[Named Class] [is/are] Eligible to Enroll [on Date of Employment]

[[Other Named Class] [is/are] Eligible to Enroll [after Active Employment] [for] [0-365 days]]]

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

Eligible [Employees] must be Age [18] but not more than Age [64]. The Maximum Renewal Age is to Age [65].

**[Additional Eligibility Requirements for Eligible Dependents**

Waiting Periods for Eligible [Employees] apply to their Eligible Dependents.

[Spouses must be Age [16-25] but not more than Age [64].] [A Spouse who is an Eligible [Employee] may be covered as an Insured or a Spouse, but not both.]

[Children must be Age [0-365] days but not more than Age [18-26].] [A child who is an Eligible [Employee] may be covered as an Insured or a Child, but not both.]]

**ELIGIBILITY TO ENROLL**

A person is Eligible to Enroll when He or She:

- is a member of a Class of Eligible [Employees] listed on the Schedule; and
- meets the Eligibility Requirements under the Eligibility heading above.

**START DATE OF INSURANCE**

Subject to payment of Premium, insurance starts when a person:

- joins a Class of Eligible [Employees];
- meets the Eligibility Requirements shown under the Eligibility heading above; and
- completes an Enrollment Form, if required.

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

If the Eligible [Employee] does not Enroll when He or She first meets Eligibility Requirements, insurance will not become effective until [the] [first day of the] [Calendar Month] following His or Her later Enrollment.

**[EFFECTIVE DATES FOR CHANGES IN AMOUNTS OF INSURANCE**

[If Evidence of Insurability is not required, increases requested by the Insured will occur on the [first] [day of the] [Calendar Month] following receipt of the change request by the [Policyholder].]

[If Evidence of Insurability is required, increases requested by the Insured will occur on the [first] [day of the] [Calendar Month] after We approve the Evidence of Insurability.]

[Decreases requested by the Insured will occur on the [first] [day of the] [Calendar Month] following receipt of the change request by [the] [Policyholder].]

## **BENEFITS**

Benefits selected by the Policyholder and approved by the Company are shown on the Policy Schedule.

Benefits available to Covered Persons are shown on their Certificates.

Benefits shown on a Certificate are available to persons:

- who are Eligible;
- who have Enrolled for the Benefits;
- who are covered under the terms and conditions of this Policy; and
- for whom Premiums are paid.

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

### **[HOSPITAL INDEMNITY BENEFIT**

If a Covered Person is confined as an inpatient in a Hospital, We will pay the Benefit shown in the Certificate Schedule.

We will pay this Benefit for a maximum of [15-365] days per confinement.

Confinement must:

- begin while the Certificate is in force;
- be for at least 18 hours; and
- be for a covered Illness or Injury.]

### **[EMERGENCY TREATMENT BENEFIT**

If a Covered Person receives Emergency Treatment, We will pay a Benefit.

Emergency Treatment must:

- be provided at a Hospital Emergency Room or an Urgent Care Facility;
- begin while the Certificate is in force; and
- be for a covered Illness or Injury.

This Policy provides two levels of this Benefit:

- if in a Hospital Emergency Room; or
- if in an Urgent Care Facility.

The two levels of this Benefit are shown on the Policy Schedule and in each Certificate Schedule.

For both Benefit levels combined, We will pay a maximum of:

- [one-eight] time[s] per Calendar Year per Covered Person: and
- [one-16] time[s] per Calendar Year for all persons covered by a Certificate.]

### **[FIRST OCCURRENCE HOSPITAL ADMISSION BENEFIT**

Upon a Covered Person's first inpatient Hospital stay during a Calendar Year, We will pay the Benefit shown on the Certificate Schedule.

Confinement must:

- begin while the Certificate is in force;
- be for at least 18 hours; and
- be for a covered Illness or Injury.

If a confinement spans parts of two Calendar Years, We will pay one Benefit. This Benefit will be for the first Calendar Year. If a new confinement starts in the second Calendar Year, We will pay this Benefit for the confinement:

- if it is due to an unrelated Illness or Injury; or
- if it is due to the same or a related Illness or Injury and starts more than 180 days after the earlier confinement ended.

We will pay a maximum of:

- [one] time[s] per Calendar Year per Covered Person; and
- [one-16] time[s] per Calendar Year for all persons covered by a Certificate.]

#### **[WAIVER OF PREMIUM BENEFIT**

We will waive Premiums from the first day of Total Disability when an Insured's Total Disability:

- starts while this Policy and His or Her Certificate are in force or in the Grace Period;
- starts before the Certificate anniversary following His or Her [65<sup>th</sup>] birthday; and
- continues for at least [30-365] days.

Waiver will start on the first day of Total Disability. We will waive Premiums:

- as they fall due while the [Employee] remains Totally Disabled; and
- for a maximum of [6-48] months.

We will not waive Premiums after the date that this Policy ends.

If a period of Total Disability is caused by two or more Illnesses or Injuries, one [6-48] month maximum will apply.

Two or more Total Disabilities less than [30-365] days apart will apply to one [6-48] month maximum if due to the same or related Illnesses or Injuries. Otherwise, if the Insured has returned to work for [1-365] day[s], a new period of Total Disability will be subject to a new [6-48] month maximum.

We will waive Premiums using the mode of Premium payment that was in effect when Total Disability began.]

#### **[INTENSIVE CARE, CARDIAC CARE AND BURN UNIT BENEFIT**

We will pay the Benefit shown on the Certificate Schedule when a Covered Person is confined to one of the following:

- Intensive Care Unit;
- Cardiac Care Unit; or
- Burn Unit.

Confinement must:

- be on an inpatient basis;
- be for at least 18 hours;
- begin while the Certificate is in force; and
- be for a covered Illness or Injury.

We will pay this Benefit for a maximum of [1-365] day[s] in a Calendar Year.]

#### **[SURGICAL BENEFIT**

We will pay the Benefit shown in the Certificate Surgical Schedule when a Covered Person undergoes surgery.

A covered surgery is one that:

- takes place while the Certificate is in force; and
- is for the diagnosis or treatment of a covered Illness or Injury.

If a surgery is not listed in the Certificate Surgical Schedule, We will pay the amount which We would pay for the listed surgery which is most nearly similar in severity and complexity.

Except as stated in the Certificate Surgical Schedule, if two or more surgeries are done on the same date, We will pay the indemnity for the surgery performed having the larger(est) Benefit. This applies to surgery:

- through the same incision; or
- through different incisions.

#### **[ANESTHESIA BENEFIT**

We will pay the Benefit shown in the Certificate Schedule when a Covered Person requires General Anesthesia during a covered surgery. Payment of this Benefit will not increase any other Benefit of this Policy.]

#### **[PREOPERATIVE VISIT BENEFIT**

We will pay the Benefit shown in the Certificate Schedule for a Preoperative Visit for a Covered Person.

The Preoperative Visit must:

- take place while the Certificate is in force;
- be in connection with surgery covered by this Policy; and
- take place within [30] days prior to the date of surgery.]

This Benefit is limited to [one-three] Preoperative Visit[s] per proposed surgery.

#### **[SECOND SURGICAL OPINION BENEFIT**

We will pay the Benefit shown in the Certificate Schedule for a Second Surgical Opinion given to a Covered Person.

The Second Surgical Opinion must:

- take place while the Certificate is in force;
- be in connection with Surgery covered by this Policy; and
- take place within [30] days prior to the date of surgery.]]

This Benefit is limited to [one-three] Second Surgical Opinion[s] per proposed surgery.

#### **[DIAGNOSTIC TESTING BENEFIT**

If a Covered Person has one of the following tests, We will pay the amount shown on the Certificate Schedule:

- angiogram;
- CBC;
- CT Scan;
- CTA Scan;
- EEG;
- MRI;
- MRA;
- urinalysis; [and]
- [additional test; and]
- x-ray.

This Benefit is limited to:

- [one-20] test[s] per Calendar Year per Covered Person; and
- [one-40] test[s] per Calendar Year for all Covered Persons of a Certificate.

This Benefit is not payable for tests:

- performed while a Covered Person is inpatient confined to a Hospital[;] [or]
- [for which the Health Screening Benefit is payable.]

### **[OFFICE VISIT BENEFIT]**

If a Covered Person is seen by a Doctor for an Office Visit, We will pay the Benefit shown on the Certificate Schedule.

A covered Office Visit is one that:

- is not a Preoperative Visit[;]
- is not a Second Surgical Opinion[;]
- takes place while the Certificate is in force; and
- is for the diagnosis or treatment of a covered Illness or Injury.

For a Covered Person, this Benefit is limited to:

- [one-12] visit[s] per Calendar Year for any one Illness or Injury; and
- [one-20] visit[s] per Calendar year for all Illnesses and Injuries.

For a Certificate, this Benefit is limited to [one-40] Office Visit[s] per Calendar Year.

### **[HEALTH SCREENING BENEFIT]**

If a Covered Person has any of the following tests, We will pay the amount shown on the Certificate Schedule.

- |  |   |
|--|---|
| • Bone Marrow Testing                            | • CA 15-3 (blood test for breast cancer)  |
| • CA-125 (blood test for ovarian cancer)         | • CEA (blood test for colon cancer)   |
| • Chest x-ray                                    | • Colonoscopy   |
| • Flexible Sigmoidoscopy                         | • Hemocult stool analysis   |
| • Mammography (including breast ultrasound)      | • Pap Smear (including ThinPrep Pap Test)   |
| • PSA (blood test for prostate cancer)           | • Serum Protein Electrophoresis (test for myeloma)  |
| • Biopsy for Skin Cancer                         | • Stress test (bike or treadmill)   |
| • Electrocardiogram (EKG) (including stress EKG) | • Lipid Panel (total cholesterol count)   |
| • Blood Test for Triglycerides                   | • Oral Cancer Screening using ViziLite, OraTest, or other Current Dental Terminology Code D0431 |
| [• Additional Test]                              | [• Additional Test]   |

This Benefit is limited to:

- tests performed [more than [30-365] days] after the Start Date of Insurance[;]
- [one-five] test[s] per Calendar Year per Covered Person; and
- [one-15] test[s] per Calendar Year per Certificate.

[The [30-365]-day period will be reduced by one day for each day that Replaced Coverage was in force.]]

### **[PRESCRIPTION DRUG BENEFIT]**

If a Covered Person fills a Prescription Drug script from a Doctor, We will pay a Benefit.

There are two levels of this Benefit:

- for generic scripts; and
- for brand name scripts.

The two levels of this Benefit are shown on the Policy Schedule and in each Certificate.

A covered prescription drug script is one that:

- is received while the Certificate is in force; and
- is for treatment of a covered Illness or Injury.

This Benefit is limited to:

- [one-eight] script[s] per Covered Person per Calendar Month;
- [one-12] script[s] per Certificate per Calendar Month;
- [10-40] script[s] per Covered Person per Calendar Year; and
- [10-144] script[s] per Certificate per Calendar Year.]

#### **[AMBULANCE BENEFIT**

If a Covered Person is moved by Ambulance, we will pay the Benefit shown on the Certificate Schedule.

A covered Ambulance service is one that:

- takes place while the Certificate is in force; and
- is required because of a covered Illness or Injury.

This Benefit is limited to:

- [one-four] time[s] per Calendar Year per Covered Person; and
- [three-12] time[s] per Calendar Year per Certificate.]

#### **[TERMINATION WAIVER BENEFIT**

If the Covered [Employee] is terminated by His or Her Employer, We will waive Premiums. Waiver will start on the day after employment ends.

We will waive Premiums:

- while the Insured remains unemployed; and
- for a maximum of [6-48] months.

We will not waive Premiums:

- if the Insured is terminated for gross misconduct; or
- after this Policy ends.]

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

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

We will pay [20%-50%] of the Accidental Death Benefit for Accidental loss of:

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

We will pay these Benefits to:

- the [Employee], if He or She survives to receive payment;
- if named in the Enrollment Form or a later change, the Beneficiary; or otherwise
- to the [Employee's] Estate.

A covered loss is one that:

- takes place while the Certificate is in force;
- is due to Injuries from an Accident; and
- takes place within [30-180] days after the Accident causing Injuries.

The Benefit Conditions, Limitations and Exclusions of the Policy do not apply to this Benefit. Instead, this Benefit is not payable if a loss results from:

- any intentionally self-inflicted injury;
- injury intentionally inflicted by any person (This does not apply when the Covered Person is an innocent bystander not part of an altercation.);

- substance abuse (This does not exclude a loss brought about by the use of drugs prescribed by and used as ordered by a Doctor.);
- war or act of war, whether declared or undeclared;
- service in the armed forces of any country or organization or in units auxiliary thereto;
- bacterial infection, unless the infection is caused by an Accident;
- committing or attempting to commit an assault or felony;
- resisting or fleeing from arrest;
- taking part in a riot or insurrection;
- voluntarily taking, absorbing or inhaling poison, poisonous gas or fumes;
- parachute jumping or sky diving;
- travel in or on any kind of aircraft, unless as a fare paying passenger on a commercial airline, passenger on a private airline charter or as a passenger on a privately owned and operated airplane that seats more than 10 passengers;
- Intoxication; or
- racing a self-propelled vehicle on a racetrack, on a public road or at any other place.]

## **BENEFIT CONDITIONS, LIMITATIONS AND EXCLUSIONS**

Any loss due to a Pre-existing Condition will not be covered if the loss begins within [6-12] months after the Covered Person's Start Date of Insurance. [Benefits may be paid for a loss due to a Pre-existing Condition of a Covered Person who was covered:

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

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

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

No Benefits of this Policy will be paid for loss that is caused by, contributed to by, occurs during or results from:

- intentionally self-inflicted Injury;
- suicide or any attempted suicide, while sane or insane;
- mental or emotional disorders without demonstrable organic disease;
- taking part in an illegal occupation;
- treatment for drug addiction or for the use of drugs, except when the drugs are prescribed by and used as ordered by a Doctor;
- treatment of drug Intoxication, except when caused by drugs when the drugs are prescribed by and used as ordered by a Doctor;
- treatment of alcoholism, or treatment for the use of alcohol;
- rest cures;
- dental services or treatments unless needed due to Injury;
- routine eye examinations, eye glasses or the fitting thereof;
- hearing aids or the fitting thereof;
- Illness or Injury if Workers' Compensation or Employer's Liability benefits are payable;
- war, declared or undeclared;
- taking part in a riot, felony or insurrection;

- parachute jumping or sky diving;
- travel in or on any kind of aircraft, unless as a fare paying passenger on a commercial airline, passenger on a private airline charter or as a passenger on a privately owned and operated airplane that seats more than 10 passengers;
- military or naval services (On written notice to Us, We will refund Premiums pro rata for any period not covered because of such service.);
- hospitalization, treatment or services for members or ex-members of the armed forces in any military or veteran's hospital, soldier's home or Hospital contracted for or operated by any national government or agency thereof unless the Covered Person is legally required to pay the charges therefore in the absence of insurance;
- cosmetic care, except when the care is due to medically necessary reconstructive plastic surgery. Medically necessary reconstructive plastic surgery means surgery:
  - to restore a normal bodily function;
  - to improve functional impairment by anatomic alteration made necessary as a result of a congenital birth defect; or
  - for breast reconstruction following mastectomy; or
- routine well-baby care.

No Benefits of this Policy will be paid for loss that takes place outside of the United States.

## **CLAIM PROVISIONS**

### **NOTICE OF CLAIM**

Written notice of Claim must be given to Us within [30-90] days after the date of a loss. If that is not possible, We must be notified as soon as it is reasonably possible to do so.

When We receive written notice of Claim, We will send Claim Forms. If the Claim Forms are not received within [15-90] days after the notice is sent, written Proof of claim can be sent to Us without waiting for the forms.

### **PROOF OF LOSS**

Proof of loss must be given to us within [90-365] days after a loss occurs or starts. If it is not possible to give proof within this time limit, it must be given as soon as reasonably possible. Proof of Loss may not be given later than one year after the time such proof is otherwise required, except if the individual is legally unable to provide it.

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

Proof of Loss may also include statements completed by the Insured and/or the claimant, [the Employer] and the attending Doctor documenting:

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

[For the [Waiver of Premium Benefit] [and] [the Termination Waiver Benefit], We may require Proof of Loss on a monthly basis. We will not require such Proof of Loss on a monthly basis when it is no longer reasonably necessary to do so.]

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

We may require authorization to obtain:

- medical information;
- psychiatric information; and
- non-medical information, such as payroll.

We will give the Insured or the claimant a Claim Form upon request. He or She is responsible for any costs to complete 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.

### **PAYMENT OF CLAIMS**

We will pay Benefits when We receive Proof of Loss acceptable to Us.

We will pay the Insured. If He or She does not survive to receive payment We will pay His or Her:

- Beneficiary, if one is named; or
- estate.

If Benefits are payable to an estate or to a Beneficiary who cannot give Us a valid release, We can pay up to [\$1,000-\$2,500] to someone related to the Insured, by blood or marriage, whom We find is justly entitled to payment. Such a payment made in good faith will discharge Us to the extent of the amount paid.

The Insured may assign proceeds of a Claim. Assignment of a Certificate is not allowed.

### **TIME PAYMENT OF CLAIMS**

Payment will be issued when We receive Proof of Loss acceptable to Us but not later than [30] days after receipt of Proof of Loss.

### **EXAMINATION AND AUTOPSY**

We, at Our own expense, will have the right and opportunity to have a claimant examined by a medical professional of Our choice. We may use this right as often as reasonably required.

### **CONTINUATION OF INSURANCE**

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

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

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

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

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

The Policyholder may keep insurance for up to [three (3)-twelve (12) months] for Insured persons absent from work due to temporary layoff, suspension of business operations, or Policyholder-approved leave of absence.]

#### **[For Medical Reasons**

The Policyholder may keep insurance for Insured persons absent from work for health reasons. This continuation will end on the earliest of the following dates:

- [30-180 days] after absence began;
- [the date from which We approve a Waiver of Premium;] [or]
- the Policy termination date.]

### **TERMINATION OF INSURANCE – COVERED PERSONS**

The following is subject to the Continuation of Insurance provision.

For all Covered Persons of this Policy, all insurance ends:

- at the end of the Grace Period, if Premium for this Policy is not paid;
- [at the end of the] [Calendar Month] when We receive a request to end this Policy; or

- on this Policy's termination date.

For all Covered Persons of a Certificate, all insurance ends on the earlier of the following: 1) on this Policy's termination date; or 2) at the end of the Grace Period, if Premium for this coverage is not paid. Coverage will also end [at the end of the] [Calendar Month] when:

- [the [Employee] retires;]
- the Insured is no longer eligible for this insurance;
- the Insured reaches Age [65];
- We receive a request to end this insurance; or
- the Insured dies.

For a Covered Person, all insurance under this Policy ends [at the end of the] [Calendar Month]:

- if a Spouse, when the Spouse reaches Age [65];
- if a Child, when the Child reaches Age [18-26]]; or
- when He or She is no longer eligible for this insurance.

When the Insured's coverage ends, insurance on all other Covered Persons of the Certificate will also end.

Ending of the insurance will not prejudice claims that occur or start prior to the date that coverage ended.

### **VOLUNTARY TERMINATION**

The Policyholder must notify Us of voluntary terminations. The date that coverage ends will be the [last] day of the [Calendar Month] in which the termination took place. If the Policyholder fails to report voluntary terminations, Our liability shall be limited to a return of Premium back to the date on which insurance should have ended, less any Claims paid during this period.

## **POLICY RENEWAL, AMENDMENT AND TERMINATION**

### **POLICYHOLDER RENEWAL**

With Our consent, the Policyholder may renew this Policy on each Policy Renewal Date. This is subject to the payment of Premiums.

Insurance will end at 11:59 p.m. local time at the Policyholder's mailing address as shown in Our records on the day before the Date of Policy anniversary if it is not renewed, unless it ends as provided in the Termination of Policy provision.

### **POLICY AMENDMENT**

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

On any Policy Renewal Date, We may amend this Policy to add, modify or delete Benefits or other terms. We will give the Policyholder at least [30-180] days advance written notice of any such change.

Deletion or reduction of a Benefit is without prejudice to any Claim that took place or started prior to the date of the change.

A change in or deletion of Benefits may change the Premiums charged.

### **POLICY TERMINATION**

The Policyholder has the right to cancel this Policy on any Premium due date. Written notice must be given to Us at least [30-365] days before the date this Policy is to end.

We have the right to cancel this Policy on:

- any Policy Renewal Date; or
- any Premium due date.

[If We have given a Rate Guarantee, We will not cancel this Policy except at the end of such Rate Guarantee period.] We will give the Policyholder at least [45] days notice before this Policy is to end.

This Policy and its insurance shall end if the Policyholder fails to pay the Premium before the end of the Grace Period.

Termination is without prejudice to any Claim that takes place or starts prior to the date of termination.

## **PREMIUM PROVISIONS**

### **PREMIUMS**

Premiums are payable to the Company.

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

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

### **CHANGE IN PREMIUM**

We may change the Premium rates:

- [when the number of Insureds covered changes by [20%] or more after the Date of Policy, or the last renewal date, if later;]
- [when the number of Insureds covered falls below [###,###] after the Date of Policy, or the last renewal date, if later;]
- [whenever Policy terms or conditions are modified;]
- [when there is a material change in the risk insured];
- [when the Policyholder is sold or merges with another entity];
- [when the Policyholder purchases, acquires or establishes a new affiliate or subsidiary]; or
- [on any Policy Renewal Date.]

[If the Company has given a Rate Guarantee, We will not change Premiums except at the end of such Rate Guarantee period.]

We will provide the Policyholder with at least [30-180] days advance notice of any Premium rate change.

### **PREMIUM REFUNDS**

If We receive Premiums for periods after Eligibility ends, We will refund them. In all other cases, when a refund is required, We will refund Premiums paid since the last Policy Renewal Date.

## **GENERAL PROVISIONS**

### **AGREEMENTS AND POLICY 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.

### **ASSIGNMENT**

The Insured may assign proceeds of a claim.

Assignment of this Policy or of a Certificate is not allowed.

We are not responsible:

- for the validity of any Assignment; or
- to honor any Assignment unless it is given to Us with any claim subject to the Assignment.

Our payment in good faith as outlined above will fully discharge Us with respect to the amount(s) paid.

### **BENEFICIARY, CHANGE OF BENEFICIARY**

Benefits will be paid as stated in the Payment of Claims provision.

The Insured may add or change the Beneficiary by filing a form with the [Policyholder].

We are not:

- responsible for the validity of any Beneficiary designation; or
- required to honor any Beneficiary designation unless it is given to Us with any affected claim.

### **CERTIFICATES**

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

- the insurance protection provided, including;
- any insurance for Spouse and/or Children; and
- to whom the insurance Benefits are payable.

### **CLERICAL ERROR**

No Clerical Error by the Policyholder will:

- delay the Start Date of Insurance for a Covered Person;
- end insurance otherwise validly in force; or
- continue insurance otherwise validly ended.

### **CONFORMITY WITH STATE STATUTES**

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

### **DATA REQUIRED**

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

### **DATE OF BIRTH AND TOBACCO USE**

If a Covered Person's date of birth or tobacco use is misstated, We will adjust the Benefits payable on a pro-rata basis. The Benefits will be those which We would have issued based on the correct information.

### **ENTIRE CONTRACT**

This Policy, the Application, Enrollment forms and Evidence of Insurability as well as any endorsements and amendments shall make up the entire contract.

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

### **EVIDENCE OF INSURABILITY**

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

### **[FIDUCIARY**

For purposes of the Employee Retirement Income Security Act of 1974 (ERISA), the Policyholder is the:

- Plan Sponsor;
- Plan Administrator; and
- Named Fiduciary.

Neither the Company, its parent nor any of its affiliates is the Plan Sponsor, Plan Administrator or Named Fiduciary.

The Company does not have nor does it assume, either expressly or impliedly any responsibility for the Policyholder's obligations or compliance under:

- ERISA;
- COBRA; or
- any other applicable federal or state law, regulation or rule.]

### **GRACE PERIOD**

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

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

### **INCONTESTABILITY**

We will not contest the validity of the Policy except for nonpayment of Premiums after it has been in force for [six (6) months -two (2)] [years] from its Date of Policy.

No statement made by any person insured shall be used in any contest unless a copy of the statement is or has been furnished to:

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

Except for claims incurred within [six (6) months-two (2)] year[s] after a Covered Person's Start Date of Insurance, no statement made by any Insured when applying for insurance will be used to contest the validity of that insurance after:

- the insurance has been continuously in force for [six (6) months-two (2)] years during the lifetime of the person insured; and
- unless it is contained in a written form signed by the Insured.

This provision shall not stop Us from asserting at any time defenses based upon Policy terms that relate to eligibility for coverage.

### **LEGAL ACTIONS**

Legal action cannot be taken against Kanawha Insurance Company:

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

### **NON-PARTICIPATING**

This Policy is a non-participating policy. We will not pay dividends on this Policy.

### **DEFINITIONS**

For the purposes of this Policy and the Certificates, the following words have the meanings stated.

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

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

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

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

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

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

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

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

**Age** means the age of a Covered Person on His or Her last birthday as of the Date of Certificate. Age increases by one year on each Certificate anniversary.

**Ambulance** means a conveyance that meets state rules or is licensed by a state for the emergency movement of persons suffering from Illness or Injury. Transport may be by road, air or water.]

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

**Association** means an entity that:

- has been actively in existence for at least [5] years;
- has been formed and maintained in good faith for purposes other than obtaining insurance;
- does not condition its membership in the association on any health status-related factor relating to an individual (including an employee of an employer or a dependent of any employee);
- makes insurance coverage it offers available to all members regardless of any health status-related factor relating to the members (or individuals eligible for coverage through a member);
- does not make insurance coverage it offers available other than in connection with a member of the association; and
- meets any additional requirements that may be imposed under laws of the Situs State.]

**Burn Unit** means a Hospital unit that:

- has beds committed solely to burn care;
- has a diversified Doctor staff and nursing staff that rotate in this service; and
- provides electrocardiograph, oscilloscope, defibrillation, cardiac output monitoring, physical therapy, hydrotherapy and occupational therapy.]

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

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

**Cardiac Care Unit (CCU)** means only a separate, clearly designated service area in a Hospital which meets all of the following tests:

- it is solely for the treatment of patients who require special medical attention because of their critical condition;
- it provides constant special nursing care and observation not available in the regular rooms and wards of the Hospital;
- it provides special life-saving equipment available at all times for patients in the CCU;
- it contains at least two beds for the accommodation of critically ill patients; and
- it provides at least one Registered Nurse (R.N.) who continuously and constantly attends the patients confined in such area on a 24 hour a day basis.]

**Certificate of Insurance (Certificate)** means the document We issue for delivery to each Insured stating:

- the insurance protection provided, including;
- any insurance for Spouse and/or Children; and
- to whom the insurance Benefits are payable.

**[Certificate Month** means:

- a period starting on the Date of Certificate and continuing to the same date in the next Calendar Month; and
- each later monthly period measured in the same way.]

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

- natural or adopted child of the Insured or Spouse;
- Child for whom the Insured or Spouse has filed a petition for adoption;
- Child legally placed with the Insured or Spouse as a foster Child; or
- stepchild of the Insured.

Child does not include a:

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

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

**Complications of Pregnancy** mean bodily conditions while a Covered Person is pregnant that are distinct from, but adversely affected or caused by the pregnancy. These conditions include:

- postpartum hemorrhage;
- toxemia of pregnancy;
- rupture or prolapse of the uterus;
- ectopic pregnancy which is ended;
- emergency (non-elective) cesarean section; and
- spontaneous termination of a pregnancy when a viable birth is not possible.

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

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

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

**[Credit Union** means an institution that is chartered to operate as a Credit Union by the National Credit Union Administration or by a state regulatory body.]

**Date of Policy** means the date that coverage begins under this Policy.

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

Doctor does not include:

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

**[Eligible Dependent[s]** means the [Spouse] [and] [Child(ren)].

We must approve eligibility of the Spouse and Child(ren).

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

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

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

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

The [Employee] must notify Us of the Child's physical or mental incapacity as soon as is reasonably possible.]

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

- is in Active Employment of the Policyholder; and
- meets this Policy's Enrollment Eligibility, Waiting Period and Maximum Renewal Age terms.]

**[Eligible Person** means someone who:

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

**Emergency Room** means a specified area in a Hospital which is designated for the emergency care of Illness or Injury. This area must be:

- staffed and equipped to handle trauma;
- be supervised and provide treatment by Doctors; and
- provide care seven days per week, 24 hours per day.

**Emergency Treatment** means medical attention provided after the acute onset of symptoms relating to Illness or Injury, including severe pain, which symptoms are severe enough that the lack of immediate medical attention could reasonably be expected to result in any of the following:

- health would be placed in serious jeopardy;
- bodily function would be seriously impaired; or
- there would be serious dysfunction of a bodily organ or part.

Emergency Treatment does not include care that is:

- elective;
- preventive; or
- well care.

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

**Enroll** means a request by an [Eligible Employee] to be covered by this Policy. We will set requirements to Enroll. To Enroll may:

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

Enrollment may be by paper forms or electronic means.

**Evidence of Insurability** means a form accepted by Us showing that a person meets Our requirements to be insured by this Policy.

**Hospital** means a place in the United States:

- licensed and operated as a Hospital;
- providing overnight care of Ill and Injured people;
- supervised by a Doctor;
- having full-time nurses supervised by a Registered Nurse;
- having on-site or pre-arranged use of x-ray equipment, laboratory and surgical facilities; and
- maintaining permanent medical history records.

A Hospital is not:

- a facility outside of the United States;
- a nursing home;
- an extended care facility;
- a convalescent home;
- a rest home or a home for the aged;
- a place for alcoholics or drug addicts; or
- a mental institution.

**Illness (Ill)** means sickness, disease or Complication of Pregnancy of a Covered Person.

Benefits for a normal pregnancy are paid on the same basis as for any other Illness. However, Benefits will be payable beginning on the [300<sup>th</sup>] day after the Start Date of Insurance and while this Policy is in force. [The [300]-day period will be reduced by one day for each day that Replaced Coverage was in force.]

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

**Insured** means a[n] [Eligible Employee] who is covered by this Policy.

**[Intensive Care Unit (ICU)** means a place which:

- is an area of a Hospital called an Intensive Care Unit;
- provides the Hospital's highest level of medical care;
- is restricted to critically Ill or Injured patients who require intensive comprehensive observation and care;
- is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement;
- is permanently equipped with special lifesaving equipment for the care of the critically Ill or Injured;
- is under constant and continuous observation by a specially trained nursing staff; and
- has a Doctor assigned to the ICU on a full-time basis.

An ICU is not:

- a progressive care unit;
- a sub-acute intensive care unit;
- an intermediate care unit;
- a private monitored room;
- a surgical recovery room;
- an observation unit; or
- any facility not meeting the definition of a Hospital ICU as defined in this Policy.]

**Intoxication** means a blood alcohol content equal or over the legal presumption of intoxication under the laws of the state where the event took place.

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

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

**[Loss of Sight** means clinically-proven, irreversible reduction of sight.

The corrected visual acuity must be:

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

There must be clear proof that the loss has continued without interruption for a period of at least [six (6)] consecutive months after diagnosis.

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

The diagnosis must be made:

- by physical examination by an ophthalmologist; and
- after the Start Date of Insurance.

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

**[Office Visit** means examination of a Covered Person by a Doctor for diagnosis or treatment of a covered Illness or Injury.

The examination must be at one of the following locations:

- the Doctor's office;
- a clinic; or
- an Urgent Care Facility.

Office Visit does not include:

- a Preoperative Visit;]
- a Second Surgical Opinion;]
- care for which the Emergency Treatment Benefit is payable;]
- surgery;
- being seen by a Doctor in a Hospital Emergency Room; or
- being seen by a Doctor while confined as an inpatient in a Hospital.]

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

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

**Pre-existing Condition** means a condition 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 Start Date of Insurance. It is also one which would cause a person to seek diagnosis or care within the same [12]-month period.

**[Preoperative Visit** means a visit with a Doctor by a Covered Person the purpose of which is preparation and management prior to surgery.]

**[Prescription Drug** means a medication that:

- has been approved by the FDA;
- requires a script from a Doctor or other person allowed by law to write scripts;
- can only be dispensed pursuant to a prescription according to state and federal law; and
- is dispensed at a retail or mail order pharmacy.

Prescription Drug does not include any medication dispensed at a Hospital, Emergency Room or Urgent Care Facility.]

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

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

**[Replaced Coverage]** means a policy or certificate that:

- insured Covered Persons of this Policy;
- was paid for by or through the Policyholder;
- has a paid-to date within [60] days of this Policy's Date of Application;
- is replaced by this Policy; and
- ends upon issue of this Policy.

At Our request, the Policyholder must give Us Proof about a[n] [Employee]'s Replaced Coverage. ]

**Schedule** means page(s) so labeled in this Policy and the Certificate.

**[Second Surgical Opinion]** means another opinion on a surgery which opinion is rendered by a Doctor who is not:

- the Doctor who originally recommended the surgery;
- a partner in practice with the Doctor who originally recommended the surgery; or
- the Doctor who will perform the surgery.]

**[Spouse]** means[:]

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

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

[• the [Covered Employee]'s Domestic Partner [(California)];]

[• a party to a Civil Union with the [Covered Employee] [(Vermont)][and][Connecticut];]

[• a Reciprocal Beneficiary of the [Covered Employee] [(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 [Covered Employee] lives.]]

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

[We will not give coverage under these definitions "1" and "2" for the Spouse after a legal action ends a relationship described.]]

This Policy will at no time cover more than one person as a [Covered Employee]'s Spouse.

**Totally Disabled (Total Disability)** means that the Covered [Employee] is:

- unable to perform the substantial and material duties of His regular occupation;
- not working in any other occupation; and
- under the care of a Doctor for the disability.

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

**United States** means the United States of America and its territories.

**Urgent Care Facility** means a licensed facility that:

- sees walk-in patients without appointment;
- has emergency facilities;
- is supervised by a medical staff, including Registered Nurses (R.N.s);
- has an agreement with a nearby Hospital for immediate acceptance of patients who require hospitalization;
- is not a private office or clinic of one or more Doctors;
- is not a Hospital or Emergency Room; and
- does not provide for overnight stays.

**We, Us, Our and Company** all mean Kanawha Insurance Company.

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

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

# KANAWHA INSURANCE COMPANY

[210 SOUTH WHITE STREET, POST OFFICE BOX 610, LANCASTER, SC 29721-0610]  
TELEPHONE [1-800-635-4252]

## GROUP SUPPLEMENTAL MEDICAL INDEMNITY INSURANCE POLICY

POLICY NUMBER: [#####]  
ISSUED TO POLICYHOLDER: [XYZ, INC.]  
DATE OF POLICY: [MM/DD/YYYY] POLICY RENEWAL DATES: [Each anniversary of the Date of Policy]  
PREMIUMS PAYABLE: [MONTHLY]  
SITUS STATE: [ANY STATE]

This Policy is a legal contract between Kanawha Insurance Company ("Company") and the Policyholder. All the terms on this page and the following are part of this Policy.

The insurance offered by the Company is shown on the Application for this Policy. Insurance chosen by the Policyholder and issued by the Company is shown on the Schedule. Insurance on Covered Persons is shown in their Certificates.

This Policy may be renewed on each Policy Renewal Date by agreement between the Company and the Policyholder. Any change in the terms will be shown on an amendment, an endorsement or amended Schedule.

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

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

The Policy Application may have been captured electronically or on paper. Please carefully review answers to questions on the Application. Make sure that they are answered correctly. If an error exists, please tell Us immediately.

Signed for the Company

[  ]

[President]

THIS IS A GROUP SUPPLEMENTAL MEDICAL INDEMNITY INSURANCE POLICY. IT ONLY PROVIDES STATED HOSPITAL INDEMNITY BENEFITS OR OTHER BENEFITS THAT MAY BE ADDED.

THIS IS A LIMITED POLICY. READ IT CAREFULLY. THIS POLICY DOES NOT PROVIDE BENEFITS DURING THE FIRST [TWELVE] MONTHS AFTER A COVERED PERSON'S START DATE OF INSURANCE FOR CONDITIONS THAT WERE IN EXISTENCE PRIOR TO THE START DATE OF INSURANCE.

[EMPLOYEE] [AND DEPENDENT] COVERAGE ENDS WHEN THE [EMPLOYEE] IS AGE [65]

THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. IF [EMPLOYEES] ARE ELIGIBLE FOR MEDICARE, REVIEW THE "GUIDE TO HEALTH INSURANCE FOR PEOPLE WITH MEDICARE" AVAILABLE FROM THE COMPANY.

## GROUP SUPPLEMENTAL MEDICAL INDEMNITY INSURANCE POLICY NON-PARTICIPATING

## TABLE OF CONTENTS

Insureds .....	3
Eligibility .....	4
Eligibility to Enroll .....	10
Benefits .....	11
[• Hospital Indemnity Benefit] .....	11
[• Emergency Treatment Benefit] .....	11
[• First Occurrence Hospital Admission Benefit] .....	11
[• Waiver of Premium Benefit] .....	12
[• Intensive Care, Cardiac Care and Burn Unit Benefit] .....	12
[• Surgical Benefit] .....	12
[ Anesthesia Benefit] .....	13
[ Preoperative Visit Benefit] .....	13
[ Second Surgical Opinion Benefit] .....	13
[• Diagnostic Testing Benefit] .....	13
[• Office Visit Benefit] .....	14
[• Health Screening Benefit] .....	14
[• Prescription Drug Benefit] .....	14
[• Ambulance Benefit] .....	15
[• Termination Waiver Benefit] .....	15
[• Accidental Death, Dismemberment and Loss of Sight Benefit] .....	15
Benefit Conditions, Limitations and Exclusions .....	16
Claim Provisions .....	17
Continuation of Insurance .....	18
Termination of Insurance – Covered Persons .....	18
Policy Renewal, Amendment and Termination .....	19
Premium Provisions .....	20
General Provisions .....	20
Definitions .....	22

**[SCHEDULE**

**[PLAN [A]]**

**INSUREDS:**

[Named Class]  
[[Other Named Class]

**BENEFIT**

**AMOUNT**

[HOSPITAL INDEMNITY BENEFIT

[Named Class] [\$50-\$6,000]/day  
[[Other Named Class] [\$50-\$6,000]/day ]]

[EMERGENCY TREATMENT BENEFITS  
[Emergency Room

[Named Class] [\$25-\$6,000]  
[[Other Named Class] [\$25-\$6,000]]

[Urgent Care Facility

[Named Class] [\$20-\$4,800]  
[[Other Named Class] [\$20-\$4,800]]]

[FIRST OCCURRENCE HOSPITAL ADMISSION  
BENEFIT

[Named Class] [\$250-\$6,000]/day[s],  
[1][2][3][4] [and][through][to] [2][3][4]  
[\$250-\$6,000]/day[s], [2][3][4]  
[and][through][to] [3] [4]]  
[[Other Named Class] [\$250-\$6,000]/day[s],  
[1][2][3][4] [and][through][to] [2][3][4]  
[\$250-\$6,000]/day[s],[2] [3][4]  
[and][through][to] [3][4]]]

[WAIVER OF PREMIUM BENEFIT

Waives Certificate Premiums for not more  
than [6-48] months]

[INTENSIVE CARE, CARDIAC CARE AND BURN UNIT  
BENEFIT

[Named Class] [\$50-\$12,000]/day  
[[Other Named Class] [\$50-\$12,000]/day]]]

[SURGICAL BENEFIT

[Named Class] Maximum is \$500-\$8,000  
[[Other Named Class] Maximum is [\$500-  
\$8,000]]

ANESTHESIA BENEFIT

[10%-40%] of amount paid for surgery]

[[PREOPERATIVE VISIT BENEFIT

[Named Class] [10%-40%] of Surgical Benefit  
Maximum  
[[Other Named Class] [10%-40%] of Surgical  
Benefit Maximum]]

[SECOND SURGICAL OPINION BENEFIT

[Named Class] [5%-20%] of Surgical Benefit  
Maximum  
[[Other Named Class] [5%-20%] of Surgical  
Benefit Maximum]]]

[DIAGNOSTIC TESTING BENEFIT	[Named Class] [\$25-\$200]/Outpatient Hospital [\$25-\$140]/ Doctor's office/other medical facility]
	[[Other Named Class] [\$25-\$200]/Outpatient Hospital [\$25-\$140]/ Doctor's office or other medical facility]]
[OFFICE VISIT BENEFIT	[Named Class][[\$25-\$400] per visit
	[[Other Named Class] [\$25-\$400] per visit]]
[HEALTH SCREENING BENEFIT	[Named Class][[\$35-\$600]
	[[Other Named Class] [\$35-\$600]]
[PRESCRIPTION DRUG BENEFIT	[Named Class][[\$10-\$40] for generic scripts [\$15-\$60] for brand name scripts
	[[Other Named Class][[\$10-\$40] for generic scripts [\$15-\$60] for brand name scripts]]
[AMBULANCE BENEFIT	[Named Class][[\$100-\$500]
	[[Other Named Class] [\$100-\$500]]
[TERMINATION WAIVER BENEFIT	Waives Certificate Premiums for not more than [6-48] months]
[ACCIDENTAL DEATH, DISMEMBERMENT AND LOSS OF SIGHT BENEFIT	[Named Class] [Insured [\$5,000-\$20,000]] [Spouse [\$2,500-\$10,000]] [Child [\$1,000-\$4,000]]
	[[Other Named Class] Insured [\$5,000- \$20,000] [Spouse [\$2,500-\$10,000]] [[Child \$1,000-\$4,000]]]
	[20%-50%] of amounts shown for Dismemberment or Loss of Sight]]

**[[ELIGIBILITY**

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

[Named Class]  
[Other Named Class]

**[Classes of Eligible Dependents:]**

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

**[SCHEDULE**

**[PLAN [B]]**

**INSUREDS:**

[Named Class]  
[Other Named Class]

**BENEFIT**

**AMOUNT**

[HOSPITAL INDEMNITY BENEFIT

[Named Class] [\$50-\$6,000]/day  
[[Other Named Class] [\$50-\$6,000]/day ]

<p>[EMERGENCY TREATMENT BENEFITS  [Emergency Room</p>	<p>[Named Class] [\$25-\$6,000]  [[Other Named Class] [\$25-\$6,000]]</p>
<p>[Urgent Care Facility</p>	<p>[Named Class] [\$20-\$4,800]  [[Other Named Class] [\$20-\$4,800]]</p>
<p>[FIRST OCCURRENCE HOSPITAL ADMISSION  BENEFIT</p>	<p>[Named Class] [\$250-\$6,000]/day[s],  [1][2][3][4] [and][through][to] [2][3][4]  [\$250-\$6,000]/day[s], [2][3][4]  [and][through][to] [3] [4]]  [[Other Named Class] [\$250-\$6,000]/day[s],  [1][2][3][4] [and][through][to] [2][3][4]  [\$250-\$6,000]/day[s],[2] [3][4]  [and][through][to] [3][4]]]</p>
<p>[WAIVER OF PREMIUM BENEFIT</p>	<p>Waives Certificate Premiums for not more  than [6-48] months]</p>
<p>[INTENSIVE CARE, CARDIAC CARE AND BURN UNIT  BENEFIT</p>	<p>[Named Class] [\$50-\$12,000]/day  [[Other Named Class] [\$50-\$12,000]/day]]</p>
<p>[SURGICAL BENEFIT</p>	<p>[Named Class] Maximum is \$500-\$8,000  [[Other Named Class] Maximum is [\$500-  \$8,000]]</p>
<p>ANESTHESIA BENEFIT</p>	<p>[10%-40%] of amount paid for surgery]</p>
<p>[[PREOPERATIVE VISIT BENEFIT</p>	<p>[Named Class] [10%-40%] of Surgical Benefit  Maximum  [[Other Named Class] [10%-40%] of Surgical  Benefit Maximum]]</p>
<p>[SECOND SURGICAL OPINION BENEFIT</p>	<p>[Named Class] [5%-20%] of Surgical Benefit  Maximum  [[Other Named Class] [5%-20%] of Surgical  Benefit Maximum]]]</p>
<p>[DIAGNOSTIC TESTING BENEFIT</p>	<p>[Named Class] [\$25-\$200]/Outpatient Hospital  [\$25-\$140]/ Doctor's office/other medical  facility]  [[Other Named Class] [\$25-\$200]/Outpatient  Hospital  [\$25-\$140]/ Doctor's office or other medical  facility]]</p>
<p>[OFFICE VISIT BENEFIT</p>	<p>[Named Class][[\$25-\$400] per visit  [[Other Named Class] [\$25-\$400]per visit]]</p>
<p>[HEALTH SCREENING BENEFIT</p>	<p>[Named Class][[\$35-\$600]  [[Other Named Class] [\$35-\$600]]]</p>

[PRESCRIPTION DRUG BENEFIT

[Named Class][\\$10-\$40] for generic scripts  
[\$15-\$60] for brand name scripts

[[Other Named Class][\\$10-\$40] for generic  
scripts  
[\$15-\$60] for brand name scripts]]

[AMBULANCE BENEFIT

[Named Class][\\$100-\$500]  
[[Other Named Class] [\$100-\$500]]

[TERMINATION WAIVER BENEFIT

Waives Certificate Premiums for not more  
than [6-48] months]

[ACCIDENTAL DEATH, DISMEMBERMENT AND LOSS  
OF SIGHT BENEFIT

[Named Class] [Insured [\$5,000-\$20,000]]  
[Spouse [\$2,500-\$10,000]]  
[Child [\$1,000-\$4,000]]

[[Other Named Class] Insured [\$5,000-  
\$20,000]  
[Spouse [\$2,500-\$10,000]]  
[[Child \$1,000-\$4,000]]]

[20%-50%] of amounts shown for  
Dismemberment  
or Loss of Sight]]

**[[ELIGIBILITY**

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

[Named Class]  
[Other Named Class]

**[Classes of Eligible Dependents:]**

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

**[SCHEDULE**

**[PLAN [C]]**

**INSUREDS:**

[Named Class]  
[Other Named Class]

**BENEFIT**

**AMOUNT**

[HOSPITAL INDEMNITY BENEFIT

[Named Class] [\$50-\$6,000]/day  
[[Other Named Class] [\$50-\$6,000]/day ]

[EMERGENCY TREATMENT BENEFITS

[Emergency Room

[Named Class] [\$25-\$6,000]  
[[Other Named Class] [\$25-\$6,000]]

[Urgent Care Facility

[Named Class] [\$20-\$4,800]  
[[Other Named Class] [\$20-\$4,800]]

<p>  <b>FIRST OCCURRENCE HOSPITAL ADMISSION BENEFIT</b></p>	<p>[Named Class] [\$250-\$6,000]/day[s],  [1][2][3][4] [and][through][to] [2][3][4]  [\$250-\$6,000]/day[s], [2][3][4]  [and][through][to] [3] [4]]</p> <p>[[Other Named Class] [\$250-\$6,000]/day[s],  [1][2][3][4] [and][through][to] [2][3][4]  [\$250-\$6,000]/day[s],[2] [3][4]  [and][through][to] [3][4]]]</p>
<p>  <b>WAIVER OF PREMIUM BENEFIT</b></p>	<p>Waives Certificate Premiums for not more than [6-48] months]</p>
<p>[INTENSIVE CARE, CARDIAC CARE AND BURN UNIT BENEFIT</p>	<p>[Named Class] [\$50-\$12,000]/day  [[Other Named Class] [\$50-\$12,000]/day]]</p>
<p>[SURGICAL BENEFIT</p>	<p>[Named Class] Maximum is \$500-\$8,000  [[Other Named Class] Maximum is [\$500-\$8,000]]</p>
<p>ANESTHESIA BENEFIT</p>	<p>[10%-40%] of amount paid for surgery]</p>
<p>[[PREOPERATIVE VISIT BENEFIT</p>	<p>[Named Class] [10%-40%] of Surgical Benefit  Maximum  [[Other Named Class] [10%-40%] of Surgical  Benefit Maximum]]</p>
<p>[SECOND SURGICAL OPINION BENEFIT</p>	<p>[Named Class] [5%-20%] of Surgical Benefit  Maximum  [[Other Named Class] [5%-20%] of Surgical  Benefit Maximum]]]</p>
<p>[DIAGNOSTIC TESTING BENEFIT</p>	<p>[Named Class] [\$25-\$200]/Outpatient Hospital  [\$25-\$140]/ Doctor's office/other medical  facility]</p> <p>[[Other Named Class] [\$25-\$200]/Outpatient  Hospital  [\$25-\$140]/ Doctor's office or other medical  facility]]</p>
<p>[OFFICE VISIT BENEFIT</p>	<p>[Named Class][[\$25-\$400] per visit  [[Other Named Class] [\$25-\$400]per visit]]</p>
<p>[HEALTH SCREENING BENEFIT</p>	<p>[Named Class][[\$35-\$600]  [[Other Named Class] [\$35-\$600]]]</p>
<p>[PRESCRIPTION DRUG BENEFIT</p>	<p>[Named Class][[\$10-\$40] for generic scripts  [\$15-\$60] for brand name scripts  [[Other Named Class][[\$10-\$40] for generic  scripts  [\$15-\$60] for brand name scripts]]</p>
<p>[AMBULANCE BENEFIT</p>	<p>[Named Class][[\$100-\$500]  [[Other Named Class] [\$100-\$500]]]</p>

[TERMINATION WAIVER BENEFIT

Waives Certificate Premiums for not more than [6-48] months]

[ACCIDENTAL DEATH, DISMEMBERMENT AND LOSS OF SIGHT BENEFIT

[Named Class] [Insured [\$5,000-\$20,000]]  
[Spouse [\$2,500-\$10,000]]  
[Child [\$1,000-\$4,000]]

[[Other Named Class] Insured [\$5,000-\$20,000]  
[Spouse [\$2,500-\$10,000]]  
[[Child \$1,000-\$4,000]]]

[20%-50%] of amounts shown for Dismemberment or Loss of Sight]

**[[ELIGIBILITY**

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

[Named Class]  
[Other Named Class]

**[Classes of Eligible Dependents:]**

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

**[SCHEDULE**

**[PLAN [D]]**

**INSUREDS:**

[Named Class]  
[Other Named Class]

**BENEFIT**

**AMOUNT**

[HOSPITAL INDEMNITY BENEFIT

[Named Class] [\$50-\$6,000]/day  
[[Other Named Class] [\$50-\$6,000]/day ]]

[EMERGENCY TREATMENT BENEFITS

[Emergency Room

[Named Class] [\$25-\$6,000]  
[[Other Named Class] [\$25-\$6,000]]

[Urgent Care Facility

[Named Class] [\$20-\$4,800]  
[[Other Named Class] [\$20-\$4,800]]

[FIRST OCCURRENCE HOSPITAL ADMISSION BENEFIT

[Named Class] [\$250-\$6,000]/day[s],  
[1][2][3][4] [and][through][to] [2][3][4]  
[[ \$250-\$6,000]/day[s], [2][3][4]  
[and][through][to] [3] [4]]  
[[Other Named Class] [\$250-\$6,000]/day[s],  
[1][2][3][4] [and][through][to] [2][3][4]  
[[ \$250-\$6,000]/day[s],[2] [3][4]  
[and][through][to] [3][4]]]

[WAIVER OF PREMIUM BENEFIT

Waives Certificate Premiums for not more than [6-48] months]

[INTENSIVE CARE, CARDIAC CARE AND BURN UNIT BENEFIT

[Named Class] [\$50-\$12,000]/day  
[[Other Named Class] [\$50-\$12,000]/day]]

[SURGICAL BENEFIT	[Named Class] Maximum is \$500-\$8,000 [[Other Named Class] Maximum is [\$500-\$8,000]]
ANESTHESIA BENEFIT	[10%-40%] of amount paid for surgery]
[[PREOPERATIVE VISIT BENEFIT	[Named Class] [10%-40%] of Surgical Benefit Maximum [[Other Named Class] [10%-40%] of Surgical Benefit Maximum]]
[SECOND SURGICAL OPINION BENEFIT	[Named Class] [5%-20%] of Surgical Benefit Maximum [[Other Named Class] [5%-20%] of Surgical Benefit Maximum]]]
[DIAGNOSTIC TESTING BENEFIT	[Named Class] [\$25-\$200]/Outpatient Hospital [\$25-\$140]/ Doctor's office/other medical facility  [[Other Named Class] [\$25-\$200]/Outpatient Hospital [\$25-\$140]/ Doctor's office or other medical facility]]
[OFFICE VISIT BENEFIT	[Named Class][[\$25-\$400] per visit  [[Other Named Class] [\$25-\$400]per visit]]
[HEALTH SCREENING BENEFIT	[Named Class][[\$35-\$600]  [[Other Named Class] [\$35-\$600]]]
[PRESCRIPTION DRUG BENEFIT	[Named Class][[\$10-\$40] for generic scripts [\$15-\$60] for brand name scripts  [[Other Named Class][[\$10-\$40] for generic scripts [\$15-\$60] for brand name scripts]]
[AMBULANCE BENEFIT	[Named Class][[\$100-\$500] [[Other Named Class] [\$100-\$500]]]
[TERMINATION WAIVER BENEFIT	Waives Certificate Premiums for not more than [6-48] months]
[ACCIDENTAL DEATH, DISMEMBERMENT AND LOSS OF SIGHT BENEFIT	[Named Class] [Insured [\$5,000-\$20,000] [Spouse [\$2,500-\$10,000] [Child [\$1,000-\$4,000]]  [[Other Named Class] Insured [\$5,000- \$20,000] [Spouse [\$2,500-\$10,000]] [[Child \$1,000-\$4,000]]]  [20%-50%] of amounts shown for Dismemberment or Loss of Sight]]

**[[ELIGIBILITY**

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

[Named Class]  
[Other Named Class]

**[Classes of Eligible Dependents:]**

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

**[[Eligibility Requirements for Eligible [Employees]]**

[In order to Enroll, an Eligible [Employee] must be [Actively at Work (Active Employment)]:

[for [Named Class] Actively At Work means [15-40] hours per [week]]

[for [Other Named Class] Actively At Work means [15-40] hours per [week]]

[Waiting Periods for Eligible [Employees] are as follows:

[Named Class] [is/are] Eligible to Enroll [on Date of Employment]

[[Other Named Class] [is/are] Eligible to Enroll [after Active Employment] [for] [0-365 days]]

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

Eligible [Employees] must be Age [18] but not more than Age [64]. The Maximum Renewal Age is to Age [65].

**[Additional Eligibility Requirements for Eligible Dependents**

Waiting Periods for Eligible [Employees] apply to their Eligible Dependents.

[Spouses must be Age [16-25] but not more than Age [64].] [A Spouse who is an Eligible [Employee] may be covered as an Insured or a Spouse, but not both.]

[Children must be Age [0-365] days but not more than Age [18-26].] [A child who is an Eligible [Employee] may be covered as an Insured or a Child, but not both.]]

**ELIGIBILITY TO ENROLL**

A person is Eligible to Enroll when He or She:

- is a member of a Class of Eligible [Employees] listed on the Schedule; and
- meets the Eligibility Requirements under the Eligibility heading above.

**START DATE OF INSURANCE**

Subject to payment of Premium, insurance starts when a person:

- joins a Class of Eligible [Employees];
- meets the Eligibility Requirements shown under the Eligibility heading above; and
- completes an Enrollment Form, if required.

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

If the Eligible [Employee] does not Enroll when He or She first meets Eligibility Requirements, insurance will not become effective until [the] [first day of the] [Calendar Month] following His or Her later Enrollment.

**[EFFECTIVE DATES FOR CHANGES IN AMOUNTS OF INSURANCE**

[If Evidence of Insurability is not required, increases requested by the Insured will occur on the [first] [day of the] [Calendar Month] following receipt of the change request by the [Policyholder].]

[If Evidence of Insurability is required, increases requested by the Insured will occur on the [first] [day of the] [Calendar Month] after We approve the Evidence of Insurability.]

[Decreases requested by the Insured will occur on the [first] [day of the] [Calendar Month] following receipt of the change request by [the] [Policyholder].]

## **BENEFITS**

Benefits selected by the Policyholder and approved by the Company are shown on the Policy Schedule.

Benefits available to Covered Persons are shown on their Certificates.

Benefits shown on a Certificate are available to persons:

- who are Eligible;
- who have Enrolled for the Benefits;
- who are covered under the terms and conditions of this Policy; and
- for whom Premiums are paid.

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

### **[HOSPITAL INDEMNITY BENEFIT**

If a Covered Person is confined as an inpatient in a Hospital, We will pay the Benefit shown in the Certificate Schedule.

We will pay this Benefit for a maximum of [15-365] days per confinement.

Confinement must:

- begin while the Certificate is in force;
- be for at least 18 hours; and
- be for a covered Illness or Injury.]

### **[EMERGENCY TREATMENT BENEFIT**

If a Covered Person receives Emergency Treatment, We will pay a Benefit.

Emergency Treatment must:

- be provided at a Hospital Emergency Room or an Urgent Care Facility;
- begin while the Certificate is in force; and
- be for a covered Illness or Injury.

This Policy provides two levels of this Benefit:

- if in a Hospital Emergency Room; or
- if in an Urgent Care Facility.

The two levels of this Benefit are shown on the Policy Schedule and in each Certificate Schedule.

For both Benefit levels combined, We will pay a maximum of:

- [one-eight] time[s] per Calendar Year per Covered Person; and
- [one-16] time[s] per Calendar Year for all persons covered by a Certificate.]

### **[FIRST OCCURRENCE HOSPITAL ADMISSION BENEFIT**

Upon a Covered Person's first inpatient Hospital stay during a Calendar Year, We will pay the Benefit shown on the Certificate Schedule.

Confinement must:

- begin while the Certificate is in force;
- be for at least 18 hours; and
- be for a covered Illness or Injury.

If a confinement spans parts of two Calendar Years, We will pay one Benefit. This Benefit will be for the first Calendar Year. If a new confinement starts in the second Calendar Year, We will pay this Benefit for the confinement:

- if it is due to an unrelated Illness or Injury; or
- if it is due to the same or a related Illness or Injury and starts more than 180 days after the earlier confinement ended.

We will pay a maximum of:

- [one] time[s] per Calendar Year per Covered Person; and
- [one-16] time[s] per Calendar Year for all persons covered by a Certificate.]

#### **[WAIVER OF PREMIUM BENEFIT**

We will waive Premiums from the first day of Total Disability when an Insured's Total Disability:

- starts while this Policy and His or Her Certificate are in force or in the Grace Period;
- starts before the Certificate anniversary following His or Her [65<sup>th</sup>] birthday; and
- continues for at least [30-365] days.

Waiver will start on the first day of Total Disability. We will waive Premiums:

- as they fall due while the [Employee] remains Totally Disabled; and
- for a maximum of [6-48] months.

We will not waive Premiums after the date that this Policy ends.

If a period of Total Disability is caused by two or more Illnesses or Injuries, one [6-48] month maximum will apply.

Two or more Total Disabilities less than [30-365] days apart will apply to one [6-48] month maximum if due to the same or related Illnesses or Injuries. Otherwise, if the Insured has returned to work for [1-365] day[s], a new period of Total Disability will be subject to a new [6-48] month maximum.

We will waive Premiums using the mode of Premium payment that was in effect when Total Disability began.]

#### **[INTENSIVE CARE, CARDIAC CARE AND BURN UNIT BENEFIT**

We will pay the Benefit shown on the Certificate Schedule when a Covered Person is confined to one of the following:

- Intensive Care Unit;
- Cardiac Care Unit; or
- Burn Unit.

Confinement must:

- be on an inpatient basis;
- be for at least 18 hours;
- begin while the Certificate is in force; and
- be for a covered Illness or Injury.

We will pay this Benefit for a maximum of [1-365] day[s] in a Calendar Year.]

#### **[SURGICAL BENEFIT**

We will pay the Benefit shown in the Certificate Surgical Schedule when a Covered Person undergoes surgery.

A covered surgery is one that:

- takes place while the Certificate is in force; and
- is for the diagnosis or treatment of a covered Illness or Injury.

If a surgery is not listed in the Certificate Surgical Schedule, We will pay the amount which We would pay for the listed surgery which is most nearly similar in severity and complexity.

Except as stated in the Certificate Surgical Schedule, if two or more surgeries are done on the same date, We will pay the indemnity for the surgery performed having the larger(est) Benefit. This applies to surgery:

- through the same incision; or
- through different incisions.

#### **[ANESTHESIA BENEFIT**

We will pay the Benefit shown in the Certificate Schedule when a Covered Person requires General Anesthesia during a covered surgery. Payment of this Benefit will not increase any other Benefit of this Policy.]

#### **[PREOPERATIVE VISIT BENEFIT**

We will pay the Benefit shown in the Certificate Schedule for a Preoperative Visit for a Covered Person.

The Preoperative Visit must:

- take place while the Certificate is in force;
- be in connection with surgery covered by this Policy; and
- take place within [30] days prior to the date of surgery.]

This Benefit is limited to [one-three] Preoperative Visit[s] per proposed surgery.

#### **[SECOND SURGICAL OPINION BENEFIT**

We will pay the Benefit shown in the Certificate Schedule for a Second Surgical Opinion given to a Covered Person.

The Second Surgical Opinion must:

- take place while the Certificate is in force;
- be in connection with Surgery covered by this Policy; and
- take place within [30] days prior to the date of surgery.]]

This Benefit is limited to [one-three] Second Surgical Opinion[s] per proposed surgery.

#### **[DIAGNOSTIC TESTING BENEFIT**

If a Covered Person has one of the following tests, We will pay the amount shown on the Certificate Schedule:

- angiogram;
- CBC;
- CT Scan;
- CTA Scan;
- EEG;
- MRI;
- MRA;
- urinalysis; [and]
- [additional test; and]
- x-ray.

This Benefit is limited to:

- [one-20] test[s] per Calendar Year per Covered Person; and
- [one-40] test[s] per Calendar Year for all Covered Persons of a Certificate.

This Benefit is not payable for tests:

- performed while a Covered Person is inpatient confined to a Hospital[;] [or]
- [for which the Health Screening Benefit is payable.]

**[OFFICE VISIT BENEFIT]**

If a Covered Person is seen by a Doctor for an Office Visit, We will pay the Benefit shown on the Certificate Schedule.

A covered Office Visit is one that:

- is not a Preoperative Visit;]
- is not a Second Surgical Opinion;]
- takes place while the Certificate is in force; and
- is for the diagnosis or treatment of a covered Illness or Injury.

For a Covered Person, this Benefit is limited to:

- [one-12] visit[s] per Calendar Year for any one Illness or Injury; and
- [one-20] visit[s] per Calendar year for all Illnesses and Injuries.

For a Certificate, this Benefit is limited to [one-40] Office Visit[s] per Calendar Year.

**[HEALTH SCREENING BENEFIT]**

If a Covered Person has any of the following tests, We will pay the amount shown on the Certificate Schedule.

- |  |   |
|--|---|
| • Bone Marrow Testing                            | • CA 15-3 (blood test for breast cancer)  |
| • CA-125 (blood test for ovarian cancer)         | • CEA (blood test for colon cancer)   |
| • Chest x-ray                                    | • Colonoscopy   |
| • Flexible Sigmoidoscopy                         | • Hemocult stool analysis   |
| • Mammography (including breast ultrasound)      | • Pap Smear (including ThinPrep Pap Test)   |
| • PSA (blood test for prostate cancer)           | • Serum Protein Electrophoresis (test for myeloma)  |
| • Biopsy for Skin Cancer                         | • Stress test (bike or treadmill)   |
| • Electrocardiogram (EKG) (including stress EKG) | • Lipid Panel (total cholesterol count)   |
| • Blood Test for Triglycerides                   | • Oral Cancer Screening using ViziLite, OraTest, or other Current Dental Terminology Code D0431 |
| [• Additional Test]                              | [• Additional Test]   |

This Benefit is limited to:

- tests performed [more than [30-365] days] after the Start Date of Insurance;]
- [one-five] test[s] per Calendar Year per Covered Person; and
- [one-15] test[s] per Calendar Year per Certificate.

[The [30-365]-day period will be reduced by one day for each day that Replaced Coverage was in force.]]

**[PRESCRIPTION DRUG BENEFIT]**

If a Covered Person fills a Prescription Drug script from a Doctor, We will pay a Benefit.

There are two levels of this Benefit:

- for generic scripts; and
- for brand name scripts.

The two levels of this Benefit are shown on the Policy Schedule and in each Certificate.

A covered prescription drug script is one that:

- is received while the Certificate is in force; and
- is for treatment of a covered Illness or Injury.

This Benefit is limited to:

- [one-eight] script[s] per Covered Person per Calendar Month;
- [one-12] script[s] per Certificate per Calendar Month;
- [10-40] script[s] per Covered Person per Calendar Year; and
- [10-144] script[s] per Certificate per Calendar Year.]

#### **[AMBULANCE BENEFIT**

If a Covered Person is moved by Ambulance, we will pay the Benefit shown on the Certificate Schedule.

A covered Ambulance service is one that:

- takes place while the Certificate is in force; and
- is required because of a covered Illness or Injury.

This Benefit is limited to:

- [one-four] time[s] per Calendar Year per Covered Person; and
- [three-12] time[s] per Calendar Year per Certificate.]

#### **[TERMINATION WAIVER BENEFIT**

If the Covered [Employee] is terminated by His or Her Employer, We will waive Premiums. Waiver will start on the day after employment ends.

We will waive Premiums:

- while the Insured remains unemployed; and
- for a maximum of [6-48] months.

We will not waive Premiums:

- if the Insured is terminated for gross misconduct; or
- after this Policy ends.]

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

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

We will pay [20%-50%] of the Accidental Death Benefit for Accidental loss of:

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

We will pay these Benefits to:

- the [Employee], if He or She survives to receive payment;
- if named in the Enrollment Form or a later change, the Beneficiary; or otherwise
- to the [Employee's] Estate.

A covered loss is one that:

- takes place while the Certificate is in force;
- is due to Injuries from an Accident; and
- takes place within [30-180] days after the Accident causing Injuries.

The Benefit Conditions, Limitations and Exclusions of the Policy do not apply to this Benefit. Instead, this Benefit is not payable if a loss results from:

- any intentionally self-inflicted injury;
- injury intentionally inflicted by any person (This does not apply when the Covered Person is an innocent bystander not part of an altercation.);

- substance abuse (This does not exclude a loss brought about by the use of drugs prescribed by and used as ordered by a Doctor.);
- war or act of war, whether declared or undeclared;
- service in the armed forces of any country or organization or in units auxiliary thereto;
- bacterial infection, unless the infection is caused by an Accident;
- committing or attempting to commit an assault or felony;
- resisting or fleeing from arrest;
- taking part in a riot or insurrection;
- voluntarily taking, absorbing or inhaling poison, poisonous gas or fumes;
- parachute jumping or sky diving;
- travel in or on any kind of aircraft, unless as a fare paying passenger on a commercial airline, passenger on a private airline charter or as a passenger on a privately owned and operated airplane that seats more than 10 passengers;
- Intoxication; or
- racing a self-propelled vehicle on a racetrack, on a public road or at any other place.]

## **BENEFIT CONDITIONS, LIMITATIONS AND EXCLUSIONS**

Any loss due to a Pre-existing Condition will not be covered if the loss begins within [6-12] months after the Covered Person's Start Date of Insurance. [Benefits may be paid for a loss due to a Pre-existing Condition of a Covered Person who was covered:

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

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

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

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

No Benefits of this Policy will be paid for loss that is caused by, contributed to by, occurs during or results from:

- intentionally self-inflicted Injury;
- suicide or any attempted suicide, while sane or insane;
- mental or emotional disorders without demonstrable organic disease;
- taking part in an illegal occupation;
- treatment for drug addiction or for the use of drugs, except when the drugs are prescribed by and used as ordered by a Doctor;
- treatment of drug Intoxication, except when caused by drugs when the drugs are prescribed by and used as ordered by a Doctor;
- treatment of alcoholism, or treatment for the use of alcohol;
- rest cures;
- dental services or treatments unless needed due to Injury;
- routine eye examinations, eye glasses or the fitting thereof;
- hearing aids or the fitting thereof;
- Illness or Injury if Workers' Compensation or Employer's Liability benefits are payable;
- war, declared or undeclared;
- taking part in a riot, felony or insurrection;

- parachute jumping or sky diving;
- travel in or on any kind of aircraft, unless as a fare paying passenger on a commercial airline, passenger on a private airline charter or as a passenger on a privately owned and operated airplane that seats more than 10 passengers;
- military or naval services (On written notice to Us, We will refund Premiums pro rata for any period not covered because of such service.);
- hospitalization, treatment or services for members or ex-members of the armed forces in any military or veteran's hospital, soldier's home or Hospital contracted for or operated by any national government or agency thereof unless the Covered Person is legally required to pay the charges therefore in the absence of insurance;
- cosmetic care, except when the care is due to medically necessary reconstructive plastic surgery. Medically necessary reconstructive plastic surgery means surgery:
  - to restore a normal bodily function;
  - to improve functional impairment by anatomic alteration made necessary as a result of a congenital birth defect; or
  - for breast reconstruction following mastectomy; or
- routine well-baby care.

No Benefits of this Policy will be paid for loss that takes place outside of the United States.

## **CLAIM PROVISIONS**

### **NOTICE OF CLAIM**

Written notice of Claim must be given to Us within [30-90] days after the date of a loss. If that is not possible, We must be notified as soon as it is reasonably possible to do so.

When We receive written notice of Claim, We will send Claim Forms. If the Claim Forms are not received within [15-90] days after the notice is sent, written Proof of claim can be sent to Us without waiting for the forms.

### **PROOF OF LOSS**

Proof of loss must be given to us within [90-365] days after a loss occurs or starts. If it is not possible to give proof within this time limit, it must be given as soon as reasonably possible. Proof of Loss may not be given later than one year after the time such proof is otherwise required, except if the individual is legally unable to provide it.

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

Proof of Loss may also include statements completed by the Insured and/or the claimant, [the Employer] and the attending Doctor documenting:

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

[For the [Waiver of Premium Benefit] [and] [the Termination Waiver Benefit], We may require Proof of Loss on a monthly basis. We will not require such Proof of Loss on a monthly basis when it is no longer reasonably necessary to do so.]

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

We may require authorization to obtain:

- medical information;
- psychiatric information; and
- non-medical information, such as payroll.

We will give the Insured or the claimant a Claim Form upon request. He or She is responsible for any costs to complete 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.

### **PAYMENT OF CLAIMS**

We will pay Benefits when We receive Proof of Loss acceptable to Us.

We will pay the Insured. If He or She does not survive to receive payment We will pay His or Her:

- Beneficiary, if one is named; or
- estate.

If Benefits are payable to an estate or to a Beneficiary who cannot give Us a valid release, We can pay up to [\$1,000-\$2,500] to someone related to the Insured, by blood or marriage, whom We find is justly entitled to payment. Such a payment made in good faith will discharge Us to the extent of the amount paid.

The Insured may assign proceeds of a Claim. Assignment of a Certificate is not allowed.

### **TIME PAYMENT OF CLAIMS**

Payment will be issued when We receive Proof of Loss acceptable to Us but not later than [30] days after receipt of Proof of Loss.

### **EXAMINATION AND AUTOPSY**

We, at Our own expense, will have the right and opportunity to have a claimant examined by a medical professional of Our choice. We may use this right as often as reasonably required.

### **CONTINUATION OF INSURANCE**

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

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

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

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

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

The Policyholder may keep insurance for up to [three (3)-twelve (12) months] for Insured persons absent from work due to temporary layoff, suspension of business operations, or Policyholder-approved leave of absence.]

### **[For Medical Reasons**

The Policyholder may keep insurance for Insured persons absent from work for health reasons. This continuation will end on the earliest of the following dates:

- [30-180 days] after absence began;
- [the date from which We approve a Waiver of Premium;] [or]
- the Policy termination date.]

### **TERMINATION OF INSURANCE – COVERED PERSONS**

The following is subject to the Continuation of Insurance provision.

For all Covered Persons of this Policy, all insurance ends:

- at the end of the Grace Period, if Premium for this Policy is not paid;
- [at the end of the] [Calendar Month] when We receive a request to end this Policy; or

- on this Policy's termination date.

For all Covered Persons of a Certificate, all insurance ends on the earlier of the following: 1) on this Policy's termination date; or 2) at the end of the Grace Period, if Premium for this coverage is not paid. Coverage will also end [at the end of the] [Calendar Month] when:

- [the [Employee] retires;]
- the Insured is no longer eligible for this insurance;
- the Insured reaches Age [65];
- We receive a request to end this insurance; or
- the Insured dies.

For a Covered Person, all insurance under this Policy ends [at the end of the] [Calendar Month]:

- if a Spouse, when the Spouse reaches Age [65];
- if a Child, when the Child reaches Age [18-26]]; or
- when He or She is no longer eligible for this insurance.

When the Insured's coverage ends, insurance on all other Covered Persons of the Certificate will also end.

Ending of the insurance will not prejudice claims that occur or start prior to the date that coverage ended.

### **VOLUNTARY TERMINATION**

The Policyholder must notify Us of voluntary terminations. The date that coverage ends will be the [last] day of the [Calendar Month] in which the termination took place. If the Policyholder fails to report voluntary terminations, Our liability shall be limited to a return of Premium back to the date on which insurance should have ended, less any Claims paid during this period.

### **POLICY RENEWAL, AMENDMENT AND TERMINATION**

#### **POLICYHOLDER RENEWAL**

With Our consent, the Policyholder may renew this Policy on each Policy Renewal Date. This is subject to the payment of Premiums.

Insurance will end at 11:59 p.m. local time at the Policyholder's mailing address as shown in Our records on the day before the Date of Policy anniversary if it is not renewed, unless it ends as provided in the Termination of Policy provision.

#### **POLICY AMENDMENT**

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

On any Policy Renewal Date, We may amend this Policy to add, modify or delete Benefits or other terms. We will give the Policyholder at least [30-180] days advance written notice of any such change.

Deletion or reduction of a Benefit is without prejudice to any Claim that took place or started prior to the date of the change.

A change in or deletion of Benefits may change the Premiums charged.

#### **POLICY TERMINATION**

The Policyholder has the right to cancel this Policy on any Premium due date. Written notice must be given to Us at least [30-365] days before the date this Policy is to end.

We have the right to cancel this Policy on:

- any Policy Renewal Date; or
- any Premium due date.

[If We have given a Rate Guarantee, We will not cancel this Policy except at the end of such Rate Guarantee period.] We will give the Policyholder at least [45] days notice before this Policy is to end.

This Policy and its insurance shall end if the Policyholder fails to pay the Premium before the end of the Grace Period.

Termination is without prejudice to any Claim that takes place or starts prior to the date of termination.

## **PREMIUM PROVISIONS**

### **PREMIUMS**

Premiums are payable to the Company.

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

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

### **CHANGE IN PREMIUM**

We may change the Premium rates:

- [when the number of Insureds covered changes by [20%] or more after the Date of Policy, or the last renewal date, if later;]
- [when the number of Insureds covered falls below [###,###] after the Date of Policy, or the last renewal date, if later;]
- [whenever Policy terms or conditions are modified;]
- [when there is a material change in the risk insured;]
- [when the Policyholder is sold or merges with another entity;]
- [when the Policyholder purchases, acquires or establishes a new affiliate or subsidiary]; or
- [on any Policy Renewal Date.]

[If the Company has given a Rate Guarantee, We will not change Premiums except at the end of such Rate Guarantee period.]

We will provide the Policyholder with at least [30-180] days advance notice of any Premium rate change.

### **PREMIUM REFUNDS**

If We receive Premiums for periods after Eligibility ends, We will refund them. In all other cases, when a refund is required, We will refund Premiums paid since the last Policy Renewal Date.

## **GENERAL PROVISIONS**

### **AGREEMENTS AND POLICY 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.

### **ASSIGNMENT**

The Insured may assign proceeds of a claim.

Assignment of this Policy or of a Certificate is not allowed.

We are not responsible:

- for the validity of any Assignment; or
- to honor any Assignment unless it is given to Us with any claim subject to the Assignment.

Our payment in good faith as outlined above will fully discharge Us with respect to the amount(s) paid.

#### **BENEFICIARY, CHANGE OF BENEFICIARY**

Benefits will be paid as stated in the Payment of Claims provision.

The Insured may add or change the Beneficiary by filing a form with the [Policyholder].

We are not:

- responsible for the validity of any Beneficiary designation; or
- required to honor any Beneficiary designation unless it is given to Us with any affected claim.

#### **CERTIFICATES**

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

- the insurance protection provided, including;
- any insurance for Spouse and/or Children; and
- to whom the insurance Benefits are payable.

#### **CLERICAL ERROR**

No Clerical Error by the Policyholder will:

- delay the Start Date of Insurance for a Covered Person;
- end insurance otherwise validly in force; or
- continue insurance otherwise validly ended.

#### **CONFORMITY WITH STATE STATUTES**

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

#### **DATA REQUIRED**

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

#### **DATE OF BIRTH AND TOBACCO USE**

If a Covered Person's date of birth or tobacco use is misstated, We will adjust the Benefits payable on a pro-rata basis. The Benefits will be those which We would have issued based on the correct information.

#### **ENTIRE CONTRACT**

This Policy, the Application, Enrollment forms and Evidence of Insurability as well as any endorsements and amendments shall make up the entire contract.

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

#### **EVIDENCE OF INSURABILITY**

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

#### **[FIDUCIARY**

For purposes of the Employee Retirement Income Security Act of 1974 (ERISA), the Policyholder is the:

- Plan Sponsor;
- Plan Administrator; and
- Named Fiduciary.

Neither the Company, its parent nor any of its affiliates is the Plan Sponsor, Plan Administrator or Named Fiduciary.

The Company does not have nor does it assume, either expressly or impliedly any responsibility for the Policyholder's obligations or compliance under:

- ERISA;
- COBRA; or
- any other applicable federal or state law, regulation or rule.]

### **GRACE PERIOD**

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

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

### **INCONTESTABILITY**

We will not contest the validity of the Policy except for nonpayment of Premiums after it has been in force for [six (6) months -two (2)] [years] from its Date of Policy.

No statement made by any person insured shall be used in any contest unless a copy of the statement is or has been furnished to:

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

Except for claims incurred within [six (6) months-two (2)] year[s] after a Covered Person's Start Date of Insurance, no statement made by any Insured when applying for insurance will be used to contest the validity of that insurance after:

- the insurance has been continuously in force for [six (6) months-two (2)] years during the lifetime of the person insured; and
- unless it is contained in a written form signed by the Insured.

This provision shall not stop Us from asserting at any time defenses based upon Policy terms that relate to eligibility for coverage.

### **LEGAL ACTIONS**

Legal action cannot be taken against Kanawha Insurance Company:

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

### **NON-PARTICIPATING**

This Policy is a non-participating policy. We will not pay dividends on this Policy.

### **DEFINITIONS**

For the purposes of this Policy and the Certificates, the following words have the meanings stated.

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

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

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

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

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

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

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

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

**Age** means the age of a Covered Person on His or Her last birthday as of the Date of Certificate. Age increases by one year on each Certificate anniversary.

**Ambulance** means a conveyance that meets state rules or is licensed by a state for the emergency movement of persons suffering from Illness or Injury. Transport may be by road, air or water.]

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

**Association** means an entity that:

- has been actively in existence for at least [5] years;
- has been formed and maintained in good faith for purposes other than obtaining insurance;
- does not condition its membership in the association on any health status-related factor relating to an individual (including an employee of an employer or a dependent of any employee);
- makes insurance coverage it offers available to all members regardless of any health status-related factor relating to the members (or individuals eligible for coverage through a member);
- does not make insurance coverage it offers available other than in connection with a member of the association; and
- meets any additional requirements that may be imposed under laws of the Situs State.]

**Burn Unit** means a Hospital unit that:

- has beds committed solely to burn care;
- has a diversified Doctor staff and nursing staff that rotate in this service; and
- provides electrocardiograph, oscilloscope, defibrillation, cardiac output monitoring, physical therapy, hydrotherapy and occupational therapy.]

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

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

**Cardiac Care Unit (CCU)** means only a separate, clearly designated service area in a Hospital which meets all of the following tests:

- it is solely for the treatment of patients who require special medical attention because of their critical condition;
- it provides constant special nursing care and observation not available in the regular rooms and wards of the Hospital;
- it provides special life-saving equipment available at all times for patients in the CCU;
- it contains at least two beds for the accommodation of critically ill patients; and
- it provides at least one Registered Nurse (R.N.) who continuously and constantly attends the patients confined in such area on a 24 hour a day basis.]

**Certificate of Insurance (Certificate)** means the document We issue for delivery to each Insured stating:

- the insurance protection provided, including;
- any insurance for Spouse and/or Children; and
- to whom the insurance Benefits are payable.

**[Certificate Month** means:

- a period starting on the Date of Certificate and continuing to the same date in the next Calendar Month; and
- each later monthly period measured in the same way.]

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

- natural or adopted child of the Insured or Spouse;
- Child for whom the Insured or Spouse has filed a petition for adoption;
- Child legally placed with the Insured or Spouse as a foster Child; or
- stepchild of the Insured.

Deleted: placed with

Deleted:

Child does not include a:

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

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

**Complications of Pregnancy** mean bodily conditions while a Covered Person is pregnant that are distinct from, but adversely affected or caused by the pregnancy. These conditions include:

- postpartum hemorrhage;
- toxemia of pregnancy;
- rupture or prolapse of the uterus;
- ectopic pregnancy which is ended;
- emergency (non-elective) cesarean section; and
- spontaneous termination of a pregnancy when a viable birth is not possible.

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

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

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

**[Credit Union** means an institution that is chartered to operate as a Credit Union by the National Credit Union Administration or by a state regulatory body.]

**Date of Policy** means the date that coverage begins under this Policy.

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

Doctor does not include:

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

**[Eligible Dependent[s]** means the [Spouse] [and] [Child(ren)].

We must approve eligibility of the Spouse and Child(ren).

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

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

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

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

The [Employee] must notify Us of the Child's physical or mental incapacity as soon as is reasonably possible.

Deleted: with proof

Deleted: within 31 days after the Child's Eligibility would otherwise end. Thereafter, We may require proof, but not more frequently than annually.

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

- is in Active Employment of the Policyholder; and
- meets this Policy's Enrollment Eligibility, Waiting Period and Maximum Renewal Age terms.]

**[Eligible Person** means someone who:

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

**Emergency Room** means a specified area in a Hospital which is designated for the emergency care of Illness or Injury. This area must be:

- staffed and equipped to handle trauma;
- be supervised and provide treatment by Doctors; and
- provide care seven days per week, 24 hours per day.

**Emergency Treatment** means medical attention provided after the acute onset of symptoms relating to Illness or Injury, including severe pain, which symptoms are severe enough that the lack of immediate medical attention could reasonably be expected to result in any of the following:

- health would be placed in serious jeopardy;
- bodily function would be seriously impaired; or
- there would be serious dysfunction of a bodily organ or part.

Emergency Treatment does not include care that is:

- elective;
- preventive; or
- well care.

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

**Enroll** means a request by an [Eligible Employee] to be covered by this Policy. We will set requirements to Enroll. To Enroll may:

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

Enrollment may be by paper forms or electronic means.

**Evidence of Insurability** means a form accepted by Us showing that a person meets Our requirements to be insured by this Policy.

**Hospital** means a place in the United States:

- licensed and operated as a Hospital;
- providing overnight care of Ill and Injured people;
- supervised by a Doctor;
- having full-time nurses supervised by a Registered Nurse;
- having on-site or pre-arranged use of x-ray equipment, laboratory and surgical facilities; and
- maintaining permanent medical history records.

A Hospital is not:

- a facility outside of the United States;
- a nursing home;
- an extended care facility;
- a convalescent home;
- a rest home or a home for the aged;
- a place for alcoholics or drug addicts; or
- a mental institution.

**Illness (Ill)** means sickness, disease or Complication of Pregnancy of a Covered Person.

Benefits for a normal pregnancy are paid on the same basis as for any other Illness. However, Benefits will be payable beginning on the [300<sup>th</sup>] day after the Start Date of Insurance and while this Policy is in force. [The [300]-day period will be reduced by one day for each day that Replaced Coverage was in force.]

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

**Insured** means a[n] [Eligible Employee] who is covered by this Policy.

**[Intensive Care Unit (ICU)]** means a place which:

- is an area of a Hospital called an Intensive Care Unit;
- provides the Hospital's highest level of medical care;
- is restricted to critically Ill or Injured patients who require intensive comprehensive observation and care;
- is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement;
- is permanently equipped with special lifesaving equipment for the care of the critically Ill or Injured;
- is under constant and continuous observation by a specially trained nursing staff; and
- has a Doctor assigned to the ICU on a full-time basis.

An ICU is not:

- a progressive care unit;
- a sub-acute intensive care unit;
- an intermediate care unit;
- a private monitored room;
- a surgical recovery room;
- an observation unit; or
- any facility not meeting the definition of a Hospital ICU as defined in this Policy.]

**Intoxication** means a blood alcohol content equal or over the legal presumption of intoxication under the laws of the state where the event took place.

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

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

**[Loss of Sight** means clinically-proven, irreversible reduction of sight.

The corrected visual acuity must be:

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

There must be clear proof that the loss has continued without interruption for a period of at least [six (6)] consecutive months after diagnosis.

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

The diagnosis must be made:

- by physical examination by an ophthalmologist; and
- after the Start Date of Insurance.

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

**[Office Visit** means examination of a Covered Person by a Doctor for diagnosis or treatment of a covered illness or injury.

The examination must be at one of the following locations:

- the Doctor's office;
- a clinic; or
- an Urgent Care Facility.

Office Visit does not include:

- [• a Preoperative Visit;]
- [• a Second Surgical Opinion;]
- [• care for which the Emergency Treatment Benefit is payable;]
- surgery;
- being seen by a Doctor in a Hospital Emergency Room; or
- being seen by a Doctor while confined as an inpatient in a Hospital.]

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

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

**Pre-existing Condition** means a condition 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 Start Date of Insurance. It is also one which would cause a person to seek diagnosis or care within the same [12]-month period.

**[Preoperative Visit** means a visit with a Doctor by a Covered Person the purpose of which is preparation and management prior to surgery.]

**[Prescription Drug** means a medication that:

- has been approved by the FDA;
- requires a script from a Doctor or other person allowed by law to write scripts;
- can only be dispensed pursuant to a prescription according to state and federal law; and
- is dispensed at a retail or mail order pharmacy.

Prescription Drug does not include any medication dispensed at a Hospital, Emergency Room or Urgent Care Facility.]

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

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

**[Replaced Coverage** means a policy or certificate that:

- insured Covered Persons of this Policy;
- was paid for by or through the Policyholder;
- has a paid-to date within [60] days of this Policy's Date of Application;
- is replaced by this Policy; and
- ends upon issue of this Policy.

At Our request, the Policyholder must give Us Proof about a[n] [Employee]'s Replaced Coverage. ]

**Schedule** means page(s) so labeled in this Policy and the Certificate.

**[Second Surgical Opinion** means another opinion on a surgery which opinion is rendered by a Doctor who is not:

- the Doctor who originally recommended the surgery;
- a partner in practice with the Doctor who originally recommended the surgery; or
- the Doctor who will perform the surgery.]

**[Spouse** means[:]

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

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

[• the [Covered Employee]'s Domestic Partner [(California)];]

[• a party to a Civil Union with the [Covered Employee] [(Vermont)][and][Connecticut];]

[• a Reciprocal Beneficiary of the [Covered Employee] [(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 [Covered Employee] lives.]]

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

[We will not give coverage under these definitions "1" and "2" for the Spouse after a legal action ends a relationship described.]]

This Policy will at no time cover more than one person as a [Covered Employee]'s Spouse.

**Totally Disabled (Total Disability)** means that the Covered [Employee] is:

- unable to perform the substantial and material duties of His regular occupation;
- not working in any other occupation; and
- under the care of a Doctor for the disability.

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

**United States** means the United States of America and its territories.

**Urgent Care Facility** means a licensed facility that:

- sees walk-in patients without appointment;
- has emergency facilities;
- is supervised by a medical staff, including Registered Nurses (R.N.s);
- has an agreement with a nearby Hospital for immediate acceptance of patients who require hospitalization;
- is not a private office or clinic of one or more Doctors;
- is not a Hospital or Emergency Room; and
- does not provide for overnight stays.

**We, Us, Our and Company** all mean Kanawha Insurance Company.

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

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

**KANAWHA INSURANCE COMPANY**  
[210 SOUTH WHITE STREET, POST OFFICE BOX 610]  
[LANCASTER, SOUTH CAROLINA 29721-0610]  
TELEPHONE [1-800-635-4252]

**GROUP SUPPLEMENTAL MEDICAL INDEMNITY  
INSURANCE CERTIFICATE  
NON-PARTICIPATING**

**[ POLICYHOLDER LOGO (OPTIONAL) ]**

THE POLICY PROVIDES GROUP SUPPLEMENTAL MEDICAL INDEMNITY INSURANCE. IT ONLY PROVIDES STATED HOSPITAL INDEMNITY BENEFITS OR OTHER BENEFITS THAT MAY BE ADDED.

THE POLICY PROVIDES LIMITED BENEFITS. READ IT CAREFULLY. THE POLICY DOES NOT PROVIDE BENEFITS DURING THE FIRST [TWELVE] MONTHS AFTER A COVERED PERSON'S START DATE OF INSURANCE FOR CONDITIONS THAT WERE IN EXISTENCE PRIOR TO THE START DATE OF INSURANCE.

[EMPLOYEE] [AND DEPENDENT] COVERAGE ENDS WHEN THE [EMPLOYEE] IS AGE [65]

THE POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. IF YOU ARE ELIGIBLE FOR MEDICARE, REVIEW THE "GUIDE TO HEALTH INSURANCE FOR PEOPLE WITH MEDICARE" AVAILABLE FROM THE COMPANY.

CERTIFICATE OF SUPPLEMENTAL MEDICAL INDEMNITY INSURANCE FOR:

[EXEMPT EMPLOYEES OF XYZABC, INC.]

[OTHER NAMED CLASS]

**TABLE OF CONTENTS**

Insuring Information..... 3  
Schedule ..... 4  
Insureds ..... 4  
Eligibility ..... 5  
Start Date of Insurance ..... 5  
Effective Date of Insurance ..... 5  
Effective Dates for Changes in Amounts of Insurance ..... 6  
Benefits ..... 6  
[• Hospital Indemnity Benefit] ..... 6  
[• Emergency Treatment Benefit] ..... 6  
[• First Occurrence Hospital Admission Benefit] ..... 7  
[• Waiver of Premium Benefit] ..... 7  
[• Intensive Care, Cardiac Care and Burn Unit Benefit] ..... 7  
[• Surgical Benefit] ..... 8  
[ Surgical Schedule] ..... 8  
[ Anesthesia Benefit] ..... 12  
[ Preoperative Care Benefit] ..... 12  
[ Second Surgical Opinion Benefit]] ..... 12  
[• Diagnostic Testing Benefit] ..... 12  
[• Office Visit Benefit] ..... 13  
[• Health Screening Benefit] ..... 13  
[• Prescription Drug Benefit Benefit] ..... 14  
[• Ambulance Benefit] ..... 14  
[• Termination Waiver Benefit] ..... 14  
[• Accidental Death, Dismemberment and Loss of Sight Benefit] ..... 14  
Claim Provisions ..... 16  
Continuation of Insurance ..... 17  
Termination of Insurance – Covered Persons ..... 18  
General Provisions ..... 18  
Definitions ..... 20

## **INSURING INFORMATION**

Kanawha Insurance Company has issued Group Supplemental Medical Indemnity Policy [#####]  
("the Policy") to the Policyholder:

[XYZABC, Inc.]  
[1234 Any Street]  
[Any City, Any State 99999]

The Policy's Initial Effective date is [January 1, 2010].

Your Date of Certificate is [January 1, 2010].

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

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

- Voluntary Termination;
- Policy Renewal, Amendment and Termination;
- Premium Provisions;
- some General Provisions; and
- one or more Definitions.

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

## SCHEDULE

### INSUREDS:

[Named Class]  
[Other Named Class]

### BENEFIT

### AMOUNT

[HOSPITAL INDEMNITY BENEFIT

[\$50-\$6,000]/day]

[EMERGENCY TREATMENT BENEFITS

[Emergency Room

[\$25-\$6,000]]

[Urgent Care Facility

[\$20-\$4,800]]

[FIRST OCCURRENCE HOSPITAL ADMISSION  
BENEFIT

[\$250-\$6,000]/day[s] [1]  
[2][3][4][and][through][to][2][3][4]  
[[\$250-\$6,000] Per Day[s] [2] [3] [4]  
[and][through][to] [3] [4]]

[WAIVER OF PREMIUM BENEFIT

Waives Certificate Premiums for not more  
than [6-48] months]

[INTENSIVE CARE, CARDIAC CARE AND BURN UNIT  
BENEFIT

[\$50-\$12,000/day]

[SURGICAL BENEFIT

[\$500-\$8,000] Maximum

ANESTHESIA BENEFIT

[10%-40%] of amount paid for surgery]

[[PREOPERATIVE VISIT BENEFIT

[10%-40%] of Surgical Benefit Maximum]

[SECOND SURGICAL OPINION BENEFIT

[5%-20%] of Surgical Benefit Maximum]]

[DIAGNOSTIC TESTING BENEFIT

[\$25-\$200] if performed Outpatient Hospital  
[\$25-\$140] if performed in a Doctor's office or  
other medical facility]

[OFFICE VISIT BENEFIT

[\$25-\$400] Per Visit]

[HEALTH SCREENING BENEFIT

[\$35-\$600]]

[PRESCRIPTION DRUG BENEFIT

[\$10-\$40] for generic scripts  
[\$15-\$60] for brand name scripts]

[AMBULANCE BENEFIT

[\$100-\$500]]

[TERMINATION WAIVER BENEFIT

Waives Certificate Premiums for not more  
than [6-48] months]

[ACCIDENTAL DEATH, DISMEMBERMENT  
AND LOSS OF SIGHT BENEFIT

[Insured [\$5,000-\$20,000]]  
[Spouse [\$2,500-\$10,000]]  
[Child [\$1,000-\$4,000]]  
[20%-50%] of amounts shown for  
Dismemberment  
or Loss of Sight]

## **[[ELIGIBILITY**

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

[Named Class]  
[Other Named Class]

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

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

### **[[Eligibility Requirements for Eligible [Employees]]**

[In order to Enroll, an Eligible [Employee] must be [Actively at Work (Active Employment)]:

[for [Named Class] Actively At Work means [15-40] hours per [week]]

[for [Other Named Class] Actively At Work means [15-40] hours per [week]]

[[[Waiting Periods for Eligible [Employees] are as follows:]

[[[Named Class] [is/are] Eligible to Enroll on [Date of Employment]]

[[[Other Named Class] [is/are] Eligible to Enroll [after Active Employment] [for] [30 days]]]

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

Eligible [Employees] must be Age [18] but not more than Age [64]. The Maximum Renewal Age is to Age [65].

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

Waiting Periods for Eligible [Employees] apply to their Eligible Dependents.

[Spouses must be Age [16-25] but not more than Age [64].] [A Spouse who is an Eligible [Employee] may be covered as an Insured or a Spouse, but not both.]

[Children must be Age [0-365] days but not more than Age [18-26].] [A child who is an Eligible [Employee] may be covered as an Insured or a Child, but not both.]]

## **ELIGIBILITY TO ENROLL**

You are Eligible to Enroll when You:

- are a member of a Class of Eligible [Employees] listed on the Schedule; and
- meet the Eligibility Requirements shown under the Eligibility heading above.

## **START DATE OF INSURANCE**

Subject to payment of Premium, insurance starts when You:

- join a Class of Eligible [Employees];
- meet the Eligibility Requirements shown under the Eligibility heading above; and
- complete an Enrollment Form, if required.

We may require You to provide Us with Evidence of Insurability [during Enrollment] [if Enrollment takes place more than [30] days after You first become Eligible].

If You do not Enroll when You first meet Policy Eligibility requirements, insurance will not become effective until [the] [first day of the] [Calendar Month] following Your later Enrollment.

## **[EFFECTIVE DATES FOR CHANGES IN AMOUNTS OF INSURANCE**

[If Evidence of Insurability is not required, increases that You request will occur on the [first] [day of the] [Calendar Month] following receipt of the change request by the [Policyholder].]

[If Evidence of Insurability is required, increases that You request will occur on the [first] [day of the] [Calendar Month] after We approve the Evidence of Insurability.]

[Decreases that You request will occur on the [first] [day of the] [Calendar Month] following receipt of the written request by the [Policyholder].]

## **BENEFITS**

Benefits selected by the Policyholder and approved by the Company are shown on the Policy Schedule.

Benefits shown on a Certificate are available to persons:

- who are Eligible;
- who have Enrolled for the Benefits;
- who are covered under the terms and conditions of the Policy; and
- for whom Premiums are paid.

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

### **[HOSPITAL INDEMNITY BENEFIT**

If a Covered Person is confined as an inpatient in a Hospital, We will pay the Benefit shown in Your Certificate Schedule.

We will pay this Benefit for a maximum of [60] days per confinement.

Confinement must:

- begin while Your Certificate is in force;
- be for at least 18 hours; and
- be for a covered Illness or Injury.]

### **[EMERGENCY TREATMENT BENEFITS**

If a Covered Person receives Emergency Treatment, We will pay a Benefit.

Emergency Treatment must:

- be provided at a Hospital Emergency Room or an Urgent Care Facility;
- begin while Your Certificate is in force; and
- be for a covered Illness or Injury.

The Policy provides two levels of this Benefit:

- if in a Hospital Emergency Room; or
- if in an Urgent Care Facility.

The two levels of this Benefit are shown in Your Certificate Schedule.

For both Benefit levels combined, We will pay a maximum of:

- [two] time[s] per Calendar Year per Covered Person: and
- [four] time[s] per Calendar Year for all persons covered by Your Certificate.]

## **[FIRST OCCURRENCE HOSPITAL ADMISSION BENEFIT**

If a Covered Person is confined as an inpatient in a Hospital for the first time during a Calendar Year, We will pay the benefit shown in Your Certificate Schedule.

Confinement must:

- begin while Your Certificate is in force;
- be for at least 18 hours; and
- be for a covered Illness or Injury.

If a confinement spans parts of two Calendar Years, We will pay one Benefit. This Benefit will be for the first Calendar Year. If a new confinement starts in the second Calendar Year, We will pay this Benefit for the confinement:

- if it is due to an unrelated Illness or Injury; or
- if it is due to the same or a related Illness or Injury and starts more than [0-365] days after the earlier confinement ended.

We will pay a maximum of:

- [one-sixteen] time[s] per Calendar Year per Covered Person; and
- [one-sixteen] time[s] per Calendar Year for all persons covered by the Certificate.]

## **[WAIVER OF PREMIUM BENEFIT**

We will waive Premiums from the first day of Total Disability when Your Total Disability:

- starts while the Policy and Your Certificate are in force or in the Grace Period;
- starts before the Certificate anniversary following Your [65<sup>th</sup>] birthday; and
- continues for at least [0-365] days.

Waiver will start on the first day of Total Disability. We will waive Premiums:

- as they fall due while You remain Totally Disabled; and
- for a maximum of [6-48] months.

We will not waive Premiums after the date that the Policy ends.

If a period of Total Disability is caused by two or more Illnesses or Injuries, one [6-48] month maximum will apply.

Two or more Total Disabilities less than [0-365] days apart will apply to one [6-48] month maximum if due to the same or related Illness or Injuries. Otherwise, if You have returned to work for [one] day[s], a new period of Total Disability will be subject to a new [12] month maximum.]

## **[INTENSIVE CARE, CARDIAC CARE AND BURN UNIT BENEFIT**

We will pay the Benefit shown in Your Certificate Schedule when a Covered Person is confined to one of the following:

- Intensive Care Unit;
- Cardiac Care Unit; or
- Burn Unit.

Confinement must:

- be on an inpatient basis;
- be for at least 18 hours;
- begin while Your Certificate is in force; and
- be for a covered Illness or Injury.

We will pay this Benefit for a maximum of [seven] day[s] in a Calendar Year.]

**[SURGICAL BENEFIT**

We will pay the Benefit shown in the Surgical Schedule when a Covered Person undergoes surgery.

A covered surgery is one that:

- takes place while Your Certificate is in force; and
- is for the diagnosis or treatment of a covered Illness or Injury.

If a surgery is not listed in the Certificate Surgical Schedule, We will pay the amount which We would pay for the listed operation which is most nearly similar in severity and complexity.

Except as stated in the Certificate Surgical Schedule, if two or more surgeries are done on the same date, We will pay the indemnity for the surgery performed having the larger(est) Benefit. This applies to surgery:

- through the same incision; or
- through different incisions.

**SURGICAL SCHEDULE** [Multiply by [two-four] for [\$1,000-\$2,000] Surgical Schedule]

**Blood And Lymphatic System**

Lymph nodes:		Spleen, removal of .....	[\$146]
Drainage of .....	[\$6]		
Radical removal from neck .....	[\$191]		

**Bone and Muscular System**

Amputation:		Bones:	
Arm or foot .....	[\$101]	Bone abscess, drainage of .....	[\$6]
Finger .....	[\$30]	Bone marrow, tapping of .....	[\$12]
Hip .....	[\$241]		
Knee or ankle .....	[\$121]	Cyst:	
Shoulder .....	[\$181]	Removal from finger bone .....	[\$50]
Toe .....	[\$30]	Removal from thigh bone .....	[\$111]

**Dislocation (Reduction of):**

	Closed	Open		Closed	Open
Ankle .....	[\$20]	[\$121]	Kneecap .....	[\$36]	[\$121]
Elbow .....	[\$10]	[\$121]	Shoulder.....	[\$12]	[\$121]
Finger (one or more).....	[\$8]	[\$24]	Spine (vertebrae).....	[\$70]	[\$241]
Foot .....	[\$8]	[\$60]	Toe (one or more).....	[\$8]	[\$40]
Hip .....	[\$48]	[\$172]	Wrist .....	[\$12]	[\$80]
Knee .....	[\$36]	[\$151]			

**Fractures (Reduction of):**

	Simple	Compound	Open		Simple	Compound	Open
Ankle .....	[\$50]	[\$65]	[\$121]	Pelvis .....	[\$80]	[\$80]	[\$221]
Arm:				Ribs .....	[\$5]	[N/A]	[N/A]
Lower .....	[\$40]	[\$50]	[\$80]	Shoulder bone .....	[\$28]	[\$28]	[N/A]
Upper .....	[\$50]	[\$70]	[\$111]	Skull (without cutting) .....	[\$8]	[N/A]	[N/A]
Collarbone .....	[\$30]	[\$90]	[\$90]	Toes (one or more) .....	[\$10]	[\$16]]	[N/A]

<b>[Fractures (Cont.)</b>	Simple	Compound	Open		Simple	Compound	Open]
Fingers one or more) .....	[\$16]	[\$22]	[\$40]	Vertebra .....	[\$70]	[N/A]	[N/A]
				Vertebrae (two or more) .....	[\$106]	[N/A]	[N/A]
Knee .....	[\$50]	[\$80]	[\$141]	Wrist .....	[\$40]	[\$50]	[\$60]
Kneecap .....	[\$40]	[\$40]	[\$121]				
Leg:							
Lower .....	[\$50]	[\$65]	[\$121]				
Upper .....	[\$70]	[\$111]	[\$191]				

For multiple fractures incurred in any one accident, We will pay the benefit provided for each of the fractures.

**Joints:**

Ankle joint, reconstruction of .....	[\$171]	Shoulder joint: Cutting into .....	[\$111]
Bunion, operation .....	[\$70]	Fusion of .....	[\$201]
Hip joint, cutting into .....	[\$141]	Wrist joint, fusion of .....	[\$121]
Knee joint, reconstruction of .....	[\$201]		

**Breast (See Skin and Subcutaneous Tissues)**

**Digestive System**

Appendectomy .....	[\$96]	Hernia, repair of (Cont.) Inguinal, one side .....	[\$90]
Gall Bladder, removal of .....	[\$146]	Inguinal, both sides .....	[\$121]
Hemorrhoids, removal of:		Umbilical .....	[\$86]
External 18 .....	[\$48]	Ventral .....	[\$111]
Internal .....	[\$70]	Neck, cutting into for foreign body in esophagus .....	[\$141]
Hernia, repair of:		Sigmoidoscopy .....	[\$6]
Diaphragmatic .....	[\$171]	Stomach, complete removal of .....	[\$281]
Femoral, one side .....	[\$90]	Tonsils, removal of, with or without adenoids .....	[\$73]
Femoral, both sides .....	[\$136]	Ulcer, removal of stomach .....	[\$191]
Inguinal, one side .....	[\$90]		

**Ear**

Eardrum, cutting into or puncture of .....	[\$6]	Mastoidectomy: Radical (one or both ears) .....	[\$201]
Fenestration (one or both ears) .....	[\$221]	Simple (one or both ears) .....	[\$121]

**Endocrine System**

Thyroid Cyst, excision of .....	[\$96]	Thyroglossal cyst, drainage of .....	[\$6]
Thyroid Glands, removal of:			
Complete .....	[\$161]		
With radical neck dissection.....	[\$281]		

**Eye**

Cataract:		Eyeball, removal of .....	[\$101]
Removal of one .....	[\$201]	Foreign body, removal of, by:	
Removal of two .....	[\$302]	Cutting into conjunctiva or cornea .....	[\$5]
		Cutting into sclera .....	[\$121]

**Genital Systems**

Bartholin's Gland, abscess, drainage of..	[\$10]	Ovaries, removal of, with or without tubes .....	[\$121]
Cervix:		Prostate - Removal of:	
Cauterization or conization of .....	[\$6]	Perineal:	
Complete removal of stump .....	[\$121]	Partial or complete .....	[\$201]
Circumcision, male .....	[\$10]	Radical .....	[\$261]
Cystocele, repair of .....	[\$86]	Suprapubic or retropubic .....	[\$201]
Cystocele & Rectocele, repair of .....	[\$121]	Transurethral:	
D&C of uterus or cervix .....	[\$40]	Complete .....	[\$201]
Hysterectomy:		Partial .....	[\$101]
Partial .....	[\$161]	Rectocele, repair of .....	[\$70]
Radical .....	[\$302]	Tubes, removal of one or both .....	[\$121]
Total .....	[\$161]		

**Heart, Arteries and Blood Vessels**

Clot, removal of:		Bypass:	
From vein of abdomen or neck .....	[\$181]	Single .....	[\$333]
From vein of arm or leg .....	[\$121]	Double .....	[\$417]
Heart:		Triple .....	[\$500]
Cutting into valve .....	[\$500]	Saphenous veins, stripping of .....	[\$101]
Excision of intracardiac tumor .....	[\$500]	Varicose veins, injection of:	
Repair of ventricle .....	[\$500]	Each injection .....	[\$5]
		Maximum allowance .....	[\$15]

**Maternity**

Cesarean delivery.....	[\$200]	Artificial rupture.....	[\$50]
Episiotomy .....	[\$50]	Induction of labor .....	[\$50]
		Repair of laceration .....	[\$50]

**Nervous System**

Brain abscess, drainage of by drill taps .....	[\$241]	Lumbar sympathectomy .....	[\$151]
Brain cyst or tumor, removal of .....	[\$402]	Spinal puncture .....	[\$6]
Laminectomy .....	[\$261]		

**Respiratory System**

Antrum puncture .....	[\$3]	Nasal Septum, submucous resection of .....	[\$80]
Bronchoscopy:		Sinus operation, frontal:.....	
Diagnostic .....	[\$36]	Radical .....	[\$241]
With removal of tumor .....	[\$50]	Simple .....	[\$101]
Lung:		Thoracoscopy .....	[\$40]
Complete removal of .....	[\$302]		
Tapping of .....	[\$30]		

**Skin and Subcutaneous Tissues**

Boil, carbuncle, or cyst, drainage of .....	[\$5]	Grafts, pinch or split skin (Cont.):	
Breast:		To neck, hands and feet:	
Biopsy .....	[\$36]	Less than two square inches .....	[\$12]
Complete removal of .....	[\$80]	Two to 32 square inches .....	[\$111]
Partial removal of .....	[\$60]	Pilonidal Cyst or Sinus, excision of .....	[\$20]
Radical removal of .....	[\$181]	Tumors, benign:	
Cyst or boil, puncture of .....	[\$5]	Cauterization or fulguration of .....	[\$5]
Cyst or tumor, removal of .....	[\$50]	Excision of one .....	[\$8]
Foreign body, removal of .....	[\$5]	Excision of more than one .....	[\$10]
Grafts, pinch or split skin:		Wounds, accidental:	
To scalp, arms or legs:.....		Suturing of .....	[\$8]
Less than two square inches .....	[\$12]	Cleaning and debridement of .....	[\$5]
Two to 32 square inches .....	[\$61]		

**Thyroid (See Endocrine System)**

**Tonsils and Adenoids (See Digestive System)**

**Urinary System**

Bladder:		Kidney:	
Complete removal of .....	[\$261]	Complete removal of .....	[\$201]
Puncture aspiration of .....	[\$5]	Cutting into for stones .....	[\$201]
Cystoscopy:		Transplant .....	[\$500]
Diagnostic .....	[\$12]		
With removal of stones .....	[\$40]		

### **[ANESTHESIA BENEFIT**

We will pay the Benefit shown in Your Certificate Schedule when a Covered Person requires General Anesthesia during a covered surgery. Payment of this Benefit will not increase any other Benefit of the Policy.]

### **[PREOPERATIVE VISIT BENEFIT**

We will pay the Benefit shown in Your Certificate Schedule for a Preoperative Visit for a Covered Person.

The Preoperative Visit must:

- take place while Your Certificate is in force;
- be in connection with surgery covered by the Policy; and
- take place within [30] days prior to the date of surgery.

This Benefit is limited to [one-three] Preoperative Visit[s] per proposed surgery.

### **SECOND SURGICAL OPINION BENEFIT**

We will pay the Benefit shown in Your Certificate Schedule for a Second Surgical Opinion given to a Covered Person.

The Second Surgical Opinion must:

- take place while Your Certificate is in force;
- be in connection with surgery covered by the Policy; and
- take place within [30] days prior to the date of surgery.

This Benefit is limited to [one-three] Second Surgical Opinion[s] per proposed surgery.]

### **[DIAGNOSTIC TESTING BENEFIT**

If a Covered Person has one of the following tests, We will pay the amount shown in Your Certificate Schedule:

- angiogram;
- CBC;
- CT Scan;
- CTA Scan;
- EEG;
- MRI;
- MRA;
- urinalysis; [and]
- [additional test; and]
- x-ray.

This Benefit is limited to:

- [one-20] test[s] per Calendar Year per Covered Person; and
- [one-40] test[s] per Calendar Year for all Covered Persons of a Certificate.

This Benefit is not payable for test[s]:

- performed while a Covered Person is confined as an inpatient in a Hospital[;] [or]
- [for which the Health Screening Benefit is payable.]

## **[OFFICE VISIT BENEFIT**

If a Covered Person is seen by a Doctor for an Office Visit, We will pay the Benefit shown in Your Certificate Schedule.

A covered Office Visit is one that:

- [• is not a Preoperative Visit;]
- [• is not a Second Surgical Opinion;]
- takes place while Your Certificate is in force; and
- is for the diagnosis or treatment of a covered Illness or Injury.

For a Covered Person, this Benefit is limited to:

- [one-12] visit[s] per Calendar Year for any one Illness or Injury; and
- [one-20] visit[s] per Calendar year for all Illnesses and Injuries.

For Your Certificate, this Benefit is limited to [1-40] Office Visit[s] per Calendar Year.]

## **[HEALTH SCREENING BENEFIT**

If a Covered Person has any of the following tests, We will pay the amount shown in Your Certificate Schedule.

- |  |  |
|--|--|
| • Bone Marrow Testing                            | • CA 15-3 (blood test for breast cancer)   |
| • CA-125 (blood test for ovarian cancer)         | • CEA (blood test for colon cancer)  |
| • Chest x-ray                                    | • Colonoscopy  |
| • Flexible Sigmoidoscopy                         | • Hemocult stool analysis  |
| • Mammography (including breast ultrasound)      | • Pap Smear (including ThinPrep Pap Test)  |
| • PSA (blood test for prostate cancer)           | • Serum Protein Electrophoresis (test for myeloma)   |
| • Biopsy for Skin Cancer                         | • Stress test (bike or treadmill)  |
| • Electrocardiogram (EKG) (including stress EKG) | • Lipid Panel (total cholesterol count)  |
| • Blood Test for Triglycerides                   | • Oral Cancer Screening using ViziLite, OraTest or other Current Dental Terminology Code D0431 |
| [• Additional Test]                              | [• Additional Test]  |

This Benefit is limited to:

- [• tests performed [more than [30-365] days] after the Start Date of Insurance;]
- [one-five] test[s] per Calendar Year per Covered Person; and
- [one-15] test[s] per Calendar Year per Certificate.

[The 30-365-day period will be reduced by one day for each day that Replaced Coverage was in force.]]

## **[PRESCRIPTION DRUG BENEFIT**

If a Covered Person fills a Prescription Drug script from a Doctor, We will pay a Benefit.

There are two levels of this Benefit:

- for generic scripts; and
- for brand name scripts.

The two levels of this Benefit are shown in Your Certificate Schedule.

A covered prescription drug script is one that:

- is received while Your Certificate is in force; and
- is for treatment of a covered Illness or Injury.

This Benefit is limited to:

- [one-eight] script[s] per Covered Person per Calendar Month;
- [one-12] script[s] per Certificate per Calendar Month;
- [10-40] script[s] per Covered Person per Calendar Year; and
- [10-144] script[s] per Certificate per Calendar Year.]

## **[AMBULANCE BENEFIT**

If a Covered Person is moved by Ambulance, we will pay the Benefit shown in Your Certificate Schedule.

A covered Ambulance service is one that:

- takes place while Your Certificate is in force; and
- is required because of a covered Illness or Injury.

This Benefit is limited to:

- [one-four] time[s] per Calendar Year per Covered Person; and
- [three-12] time[s] per Calendar Year per Certificate.]

## **[TERMINATION WAIVER BENEFIT**

If You are terminated by Your Employer, We will waive Premiums. Waiver will start on the day after employment ends.

We will waive Premiums:

- while You remain unemployed; and
- for a maximum of [6-48] months.

We will not waive Premiums:

- if You are terminated for gross misconduct; or
- after the Policy ends.]

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

For Accidental Death, We will pay the Benefit shown in Your Certificate Schedule. Persons covered are shown on Your Certificate.

We will pay [20%-50%] of the Accidental Death Benefit for Accidental loss of:

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

We will pay these Benefits to:

- You, if You survive to receive payment;
- if named in the Enrollment Form or a later change, the Beneficiary; or otherwise
- to Your estate.

A covered loss is one that:

- takes place while Your Certificate is in force;
- is due to Injuries from an Accident; and
- takes place within [180] days after the Accident causing Injuries.

The Benefit Conditions, Limitations and Exclusions of the Policy do not apply to this Benefit. Instead, this Benefit is not payable if a loss results from:

- any intentionally self-inflicted injury;
- injury intentionally inflicted by any person (This does not apply when the Covered Person is an innocent bystander not part of an altercation.);
- substance abuse (This does not exclude a loss brought about by the use of drugs prescribed by and used as ordered by a Doctor.);
- war or act of war, whether declared or undeclared;
- service in the armed forces of any country or organization or in units auxiliary thereto;
- bacterial infection, unless the infection is caused by an Accident;
- committing or attempting to commit an assault or felony;
- resisting or fleeing from arrest;
- taking part in a riot or insurrection;
- voluntarily taking, absorbing or inhaling poison, poisonous gas or fumes;
- parachute jumping or sky diving;
- travel in or on any kind of aircraft, unless as a fare paying passenger on a commercial airline, passenger on a private airline charter or as a passenger on a privately owned and operated airplane that seats more than 10 passengers;
- Intoxication; or
- racing a self-propelled vehicle on a racetrack, on a public road or at any other place.]

## **BENEFIT CONDITIONS, LIMITATIONS AND EXCLUSIONS**

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

- by Replaced Coverage; and
- by the Policy on its Initial Effective Date.

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

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

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

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

- intentionally self-inflicted Injury;
- suicide or any attempted suicide, while sane or insane;

- mental or emotional disorders without demonstrable organic disease;
- taking part in an illegal occupation;
- treatment for drug addiction or for the use of drugs, except when the drugs are prescribed by and used as ordered by a Doctor;
- treatment of drug Intoxication, except when caused by drugs when the drugs are prescribed by and used as ordered by a Doctor;
- treatment of alcoholism, or treatment for the use of alcohol;
- rest cures;
- dental services or treatments unless needed due to Injury;
- routine eye examinations, eye glasses or the fitting thereof;
- hearing aids or the fitting thereof;
- Illness or Injury if Workers' Compensation or Employer's Liability benefits are payable;
- war, declared or undeclared;
- taking part in a riot, felony or insurrection;
- parachute jumping or sky diving;
- travel in or on any kind of aircraft, unless as a fare paying passenger on a commercial airline, passenger on a private airline charter or as a passenger on a privately owned and operated airplane that seats more than 10 passengers;
- military or naval services (On written notice to Us, We will refund Premiums pro rata for any period not covered because of such service.);
- hospitalization, treatment or services for members or ex-members of the armed forces in any military or veteran's hospital, soldier's home or Hospital contracted for or operated by any national government or agency thereof unless the Covered Person is legally required to pay the charges therefore in the absence of insurance;
- cosmetic care, except when the care is due to medically necessary reconstructive plastic surgery. Medically necessary reconstructive plastic surgery means surgery:
  - to restore a normal bodily function;
  - to improve functional impairment by anatomic alteration made necessary as a result of a congenital birth defect; or
  - for breast reconstruction following mastectomy; or
- routine well-baby care.

## **CLAIM PROVISIONS**

### **NOTICE OF CLAIM**

Written Notice of Claim must be given to Us within [30-90] days after the date of a loss. If that is not possible, We must be notified as soon as it is reasonably possible to do so.

When We receive written Notice of Claim, We will send Claim Forms. If the Claim forms are not received within [15-90] days after the notice is sent, written Proof of claim can be sent to Us without waiting for the forms.

### **PROOF OF LOSS**

Proof of loss must be given to us within [90-365] days after a loss occurs or starts.

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

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

Proof of Loss may also include statements completed by You and/or the claimant, [the Employer] and the attending Doctor documenting:

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

[For the [Waiver of Premium Benefit] [and] [the Termination Waiver Benefit], We may require Proof of Loss on a monthly basis. We will not require such Proof of Loss on a monthly basis when it is no longer reasonably necessary to do so.]

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

We may require authorization to obtain:

- medical information;
- psychiatric information; and
- non-medical information, such as payroll.

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

### **PAYMENT OF CLAIMS**

We will pay Benefits when We receive Proof of Loss acceptable to Us.

We will pay You. If You do not live to receive payment, We will pay Your:

- Beneficiary, if one is named; or
- estate.

If Benefits are payable to an estate or to a Beneficiary who cannot give Us a valid release, We can pay up to [\$2,500] to someone related to You, by blood or marriage, whom We find is justly entitled to payment. Such a payment made in good faith will discharge Us to the extent of the amount paid.

You may assign proceeds of a Claim. Assignment of a Certificate is not allowed.

### **TIME PAYMENT OF CLAIMS**

Payment will be issued when We receive Proof of Loss acceptable to Us but not later than [30] days after receipt of Proof of Loss.

### **EXAMINATION AND AUTOPSY**

We, at Our own expense, will have the right and opportunity to have a claimant examined by a medical professional of Our choice. We may use this right as often as reasonably required.

### **CONTINUATION OF INSURANCE**

Insurance may be continued at certain times when You are no longer an Eligible [Employee]. The Policyholder must treat all [Employees] in the same way when continuing coverage.

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

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

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

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

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

### **[For Medical Reasons]**

The Policyholder may keep insurance for Insured persons absent from work for health reasons. This continuation will end on the earliest of the following dates:

- [180 days] after absence began;
- [the date from which We approve a Waiver of Premium;] [or]
- the Policy termination date.]

### **TERMINATION OF INSURANCE – COVERED PERSONS**

The following is subject to the Continuation of Insurance provision.

For all Covered Persons of the Policy, all insurance ends:

- at the end of the Grace Period, if Premium for the Policy is not paid;
- [at the end of the] [Calendar Month] when We receive a request to end the Policy; or
- on the Policy's termination date.

For all Covered Persons of a Certificate, all insurance ends on the earlier of the following: 1) the Policy's termination date; or 2) at the end of the Grace Period, if Premium for this coverage is not paid. Coverage will also end [at the end of the] [Certificate Month] when:

- [You retire;]
- You are no longer eligible for this insurance;
- You reach Age [65];
- We receive a request to end this insurance; or
- You die.

For a Covered Person, all insurance under the Policy ends [at the end of the] [Certificate Month]:

- if a Spouse, when the Spouse reaches Age [65];
- if a Child, when the Child reaches Age [18-26]]; or
- when He or She is no longer eligible for this insurance.

When Your coverage ends, insurance on all other Covered Persons of this Certificate will also end.

Ending of the insurance will not prejudice claims that occur or start prior to the date that coverage ended.

### **GENERAL PROVISIONS**

#### **AGREEMENTS AND POLICY CHANGES**

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

#### **ASSIGNMENT**

You may assign proceeds of a claim.

Assignment of the Policy or of a Certificate is not allowed.

We are not responsible:

- for the validity of any Assignment; or
- to honor any Assignment unless it is given to Us with any claim subject to the Assignment.

Our payment in good faith as outlined above will fully discharge Us with respect to the amount(s) paid.

## **BENEFICIARY, CHANGE OF BENEFICIARY**

Benefits will be paid as stated in the Payment of Claims provision.

You may add or change the Beneficiary by filing a form with the [Policyholder].

We are not:

- responsible for the validity of any Beneficiary designation; or
- required to honor any Beneficiary designation unless it is given to Us with any affected claim.

## **CLERICAL ERROR**

No Clerical Error by the Policyholder will:

- delay the Start Date of Insurance for a Covered Person;
- end insurance otherwise validly in force; or
- continue insurance otherwise validly ended.

## **CONFORMITY WITH STATE STATUTES**

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

## **DATE OF BIRTH AND TOBACCO USE**

If a Covered Person's date of birth or tobacco use is misstated, We will adjust the Benefits payable on a pro-rata basis. The Benefits will be those which We would have issued based on the correct information.

## **ENTIRE CONTRACT**

The Policy, the Application, Enrollment forms and Evidence of Insurability as well as any endorsements and amendments shall make up the entire contract.

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

## **EVIDENCE OF INSURABILITY**

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

## **[FIDUCIARY**

For purposes of the Employee Retirement Income Security Act of 1974 (ERISA), the Policyholder is the:

- Plan Sponsor;
- Plan Administrator; and
- Named Fiduciary.

Neither the Company, its parent nor any of its affiliates is the Plan Sponsor, Plan Administrator or Named Fiduciary.

The Company does not have nor does it assume, either expressly or impliedly any responsibility for the Policyholder's obligations or compliance under:

- ERISA;
- COBRA; or
- any other applicable federal or state law, regulation or rule.]

## **GRACE PERIOD**

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

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

## INCONTESTABILITY

We will not contest the validity of the Policy except for nonpayment of Premiums after it has been in force for [two (2)] [years] from its Date of Policy.

No statement made by any person insured shall be used in any contest unless a copy of the statement is or has been furnished to:

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

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

- the insurance has been continuously in force for [two (2)] years during the lifetime of the person insured; and
- unless it is contained in a written form You signed.

This provision shall not stop Us from asserting at any time defenses based upon Policy terms that relate to eligibility for coverage.

## LEGAL ACTIONS

Legal action cannot be taken against Kanawha Insurance Company:

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

## DEFINITIONS

For the purposes of the Policy and the Certificates, the following words have the meanings stated.

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

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

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

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

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

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

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

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

**Age** means the age of a Covered Person on His or Her last birthday as of the Date of Certificate. Age increases by one year on each Certificate anniversary.

**[Ambulance** means a conveyance that meets state rules or is licensed by a state for the emergency movement of persons suffering from illness or injury. Transport may be by road, air or water.]

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

**[Association** means an entity that:

- has been actively in existence for at least [5] years;
- has been formed and maintained in good faith for purposes other than obtaining insurance;
- does not condition its membership in the association on any health status-related factor relating to an individual (including an employee of an employer or a dependent of any employee);
- makes insurance coverage it offers available to all members regardless of any health status-related factor relating to the members (or individuals eligible for coverage through a member);
- does not make insurance coverage it offers available other than in connection with a member of the association; and
- meets any additional requirements that may be imposed under laws of the Situs State.]

**[Burn Unit** means a Hospital unit that:

- has beds committed solely to burn care;
- has a diversified Doctor staff and nursing staff that rotate in this service; and
- provides electrocardiograph, oscilloscope, defibrillation, cardiac output monitoring, physical therapy, hydrotherapy and occupational therapy.]

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

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

**[Cardiac Care Unit (CCU)** means only a separate, clearly designated service area in a Hospital and which meets all of the following tests:

- it is solely for the treatment of patients who require special medical attention because of their critical condition;
- it provides constant special nursing care and observation not available in the regular rooms and wards of the Hospital;
- it provides special life-saving equipment available at all times for patients in the CCU;
- it contains at least two beds for the accommodation of critically ill patients; and
- it provides at least one Registered Nurse (R.N.) who continuously and constantly attends the patient confined in such area on a 24 hour a day basis.]

**Certificate of Insurance (Certificate)** means the document We issue for delivery to each Insured stating:

- the insurance protection provided, including;
- any insurance for Spouse and/or Children; and
- to whom the insurance Benefits are payable.

**[Certificate Month** means:

- a period starting on the Date of Certificate and continuing to the same date in the next Calendar Month; and
- each later monthly period measured in the same way.]

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

- natural or adopted child of You or Your Spouse;
- Child for whom You or your Spouse has filed a petition for adoption;
- Child legally placed with You or Your Spouse as a foster Child; or
- Your stepchild.

Child does not include a:

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

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

**Complications of Pregnancy** mean bodily conditions while a Covered Person is pregnant that are distinct from, but adversely affected or caused by the pregnancy. These conditions include:

- postpartum hemorrhage;
- toxemia of pregnancy;
- rupture or prolapse of the uterus;
- ectopic pregnancy which is ended;
- emergency (non-elective) cesarean section; and
- spontaneous termination of a pregnancy when a viable birth is not possible.

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

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

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

**[Credit Union** means an institution that is chartered to operate as a Credit Union by the National Credit Union Administration or by a state regulatory body.]

**Date of Policy** means the date that coverage begins under the Policy.

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

Doctor does not include:

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

**[Eligible Dependent[s]** means [a Spouse] [and] [Child(ren)].

We must approve eligibility of the [Spouse] [and] [Child(ren)].

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

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

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

However, in no event will Eligibility or coverage of any Child go on beyond the date that Your coverage ends.

You must notify Us with Proof of the Child's physical or mental incapacity as soon as is reasonably possible.]]

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

- is in Active Employment of the Policyholder; and
- meets the Enrollment Eligibility, Waiting Period and Maximum Renewal Age terms shown in the Schedule.]

**[Eligible Person** means someone who:

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

**Emergency Room** means a specified area in a Hospital which is designated for the emergency care of Illness or Injury. This area must be:

- staffed and equipped to handle trauma;
- be supervised and provide treatment by Doctors; and
- provide care seven days per week, 24 hours per day.

**Emergency Treatment** means medical attention provided after the acute onset of symptoms relating to Illness or Injury, including severe pain, which symptoms are severe enough that the lack of immediate medical attention could reasonably be expected to result in any of the following:

- health would be placed in serious jeopardy;
- bodily function would be seriously impaired; or
- there would be serious dysfunction of a bodily organ or part.

Emergency Treatment does not include care that is:

- elective;
- preventive; or
- well care.

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

**Enroll** means a request by an [Eligible Employee] to be covered by the Policy. We will set requirements to Enroll. To Enroll may:

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

Enrollment may be by paper forms or electronic means.

**Evidence of Insurability** means a form accepted by Us showing that a person meets Our requirements to be insured by the Policy.

**Hospital** means a place in the United States that:

- is licensed and operated as a Hospital;
- provides overnight care of Ill and Injured people;
- is supervised by a Doctor;
- has full-time nurses supervised by a Registered Nurse;
- has on-site or pre-arranged use of x-ray equipment, laboratory and surgical facilities; and
- maintains permanent medical history records.

A Hospital is not:

- a facility outside of the United States;
- a nursing home;
- an extended care facility;
- a convalescent home;
- a rest home or a home for the aged;
- a place for alcoholics or drug addicts; or
- a mental institution.

**Illness (III)** means sickness, disease or Complication of Pregnancy of a Covered Person.

Benefits for a normal pregnancy are paid on the same basis as for any other Illness. However, Benefits will be payable beginning on the [300<sup>th</sup>] day after the Start Date of Insurance and while the Policy is in force. [The [30-365]-day period will be reduced by one day for each day that Replaced Coverage was in force.]

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

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

**[Intensive Care Unit (ICU)** means a place which:

- is an area of a Hospital called an Intensive Care Unit;
- provides the Hospital's highest level of medical care;
- is restricted to critically Ill or Injured patients who require intensive comprehensive observation and care;
- is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement;
- is permanently equipped with special lifesaving equipment for the care of the critically Ill or Injured;
- is under constant and continuous observation by a specially trained nursing staff; and
- has a Doctor assigned to the ICU on a full-time basis.

An ICU is not:

- a progressive care unit;
- a sub-acute intensive care unit;
- an intermediate care unit;
- a private monitored room;
- a surgical recovery room;
- an observation unit; or
- any facility not meeting the definition of a Hospital ICU as defined in this Policy.]

**Intoxication** means a blood alcohol content equal or over the legal presumption of intoxication under the laws of the state where the event took place.

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

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

**[Loss of Sight** means clinically-proven, irreversible reduction of sight.

The corrected visual acuity must be:

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

There must be clear proof that the loss has continued without interruption for a period of at least [six (6)] consecutive months after diagnosis.

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

The diagnosis must be made:

- by physical examination by an ophthalmologist; and
- after the Start Date of Insurance.

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

**[Office Visit** means examination of a Covered Person by a Doctor for diagnosis or treatment of a covered Illness or Injury.

The examination must be at one of the following locations:

- the Doctor's office;
- a clinic; or
- an Urgent Care Facility.

Office Visit does not include:

- [• a Preoperative Visit;]
- [• a Second Surgical Opinion;]
- [• care for which the Emergency Treatment Benefit is payable;]
- surgery;
- being seen by a Doctor in a Hospital Emergency Room; or
- being seen by a Doctor while confined as an inpatient in a Hospital.]

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

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

**Pre-existing Condition** means a condition 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 Start Date of Insurance. It is also one which would cause a person to seek diagnosis or care within the same 12-month period.

**[Preoperative Visit** means a visit with a Doctor by a Covered Person the purpose of which is preparation and management prior to surgery.]

**[Prescription Drug** means a medication that:

- has been approved by the FDA;
- requires a script from a Doctor or other person allowed by law to write scripts;
- can only be dispensed pursuant to a prescription according to state and federal law; and
- is dispensed at a retail or mail order pharmacy.

Prescription Drug does not include any medication dispensed at a Hospital, Emergency Room or Urgent Care Facility.]

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

**[Replaced Coverage** means a policy or certificate that:

- insured Covered Persons of the Policy;
- was paid for by or through the Policyholder;
- has a paid-to date within [60] days of the Policy's Date of Application;
- is replaced by the Policy; and
- ends upon issue of the Policy.

At Our request, the Policyholder must give Us Proof about a[n] [Employee]'s Replaced Coverage. ]

**Schedule** means page(s) so labeled in the Policy and this Certificate.

**[Second Surgical Opinion** means another opinion on a surgery which opinion is rendered by a Doctor who is not:

- the Doctor who originally recommended the surgery;
- a partner in practice with the Doctor who originally recommended the surgery; or
- the Doctor who will perform the surgery.]

**[Spouse** means[:]

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

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

[• the [Covered Employee]'s Domestic Partner [(California)];]

[• a party to a Civil Union with the [Covered Employee] [(Vermont)][and][Connecticut];]

[• a Reciprocal Beneficiary of the [Covered Employee] [(Hawaii)]; or

[• someone for whom we must provide the coverage of the Policy on a spousal equivalent basis under the laws or regulations of the state where the [Covered Employee] lives.]]

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

[We will not give coverage under these definitions “1” and “2” for the Spouse after a legal action ends a relationship described.] ]

The Policy will at no time cover more than one person as a [Covered Employee]’s Spouse.

**Totally Disabled (Total Disability)** means that the Covered [Employee] is:

- unable to perform the substantial and material duties of His regular occupation;
- not working in any other occupation; and
- under the care of a Doctor for the disability.

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

**United States** means the United States of America and its territories.

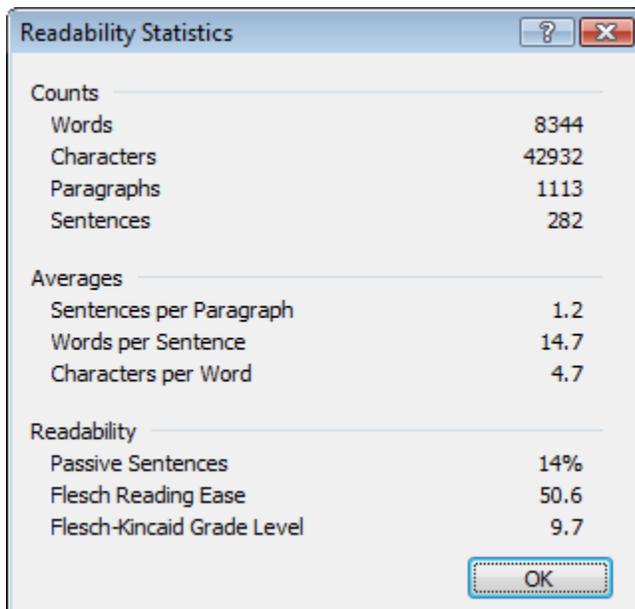
**Urgent Care Facility** means a licensed facility that:

- sees walk-in patients without appointment;
- has emergency facilities;
- is supervised by a medical staff, including Registered Nurses (R.N.s);
- has an agreement with a nearby Hospital for immediate acceptance of patients who require hospitalization;
- is not a private office or clinic of one or more Doctors;
- is not a Hospital or Emergency Room; and
- does not provide for overnight stays.

**We, Us, Our and Company** all mean Kanawha Insurance Company.

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

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



Readability Statistics	
<b>Counts</b>	
Words	8344
Characters	42932
Paragraphs	1113
Sentences	282
<b>Averages</b>	
Sentences per Paragraph	1.2
Words per Sentence	14.7
Characters per Word	4.7
<b>Readability</b>	
Passive Sentences	14%
Flesch Reading Ease	50.6
Flesch-Kincaid Grade Level	9.7

**KANAWHA INSURANCE COMPANY**  
[210 SOUTH WHITE STREET, POST OFFICE BOX 610]  
[LANCASTER, SOUTH CAROLINA 29721-0610]  
TELEPHONE [1-800-635-4252]

**GROUP SUPPLEMENTAL MEDICAL INDEMNITY  
INSURANCE CERTIFICATE  
NON-PARTICIPATING**

**[ POLICYHOLDER LOGO (OPTIONAL) ]**

THE POLICY PROVIDES GROUP SUPPLEMENTAL MEDICAL INDEMNITY INSURANCE. IT ONLY PROVIDES STATED HOSPITAL INDEMNITY BENEFITS OR OTHER BENEFITS THAT MAY BE ADDED.

THE POLICY PROVIDES LIMITED BENEFITS. READ IT CAREFULLY. THE POLICY DOES NOT PROVIDE BENEFITS DURING THE FIRST [TWELVE] MONTHS AFTER A COVERED PERSON'S START DATE OF INSURANCE FOR CONDITIONS THAT WERE IN EXISTENCE PRIOR TO THE START DATE OF INSURANCE.

[EMPLOYEE] [AND DEPENDENT] COVERAGE ENDS WHEN THE [EMPLOYEE] IS AGE [65]

THE POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. IF YOU ARE ELIGIBLE FOR MEDICARE, REVIEW THE "GUIDE TO HEALTH INSURANCE FOR PEOPLE WITH MEDICARE" AVAILABLE FROM THE COMPANY.

CERTIFICATE OF SUPPLEMENTAL MEDICAL INDEMNITY INSURANCE FOR:

[EXEMPT EMPLOYEES OF XYZABC, INC.]

[OTHER NAMED CLASS]

**TABLE OF CONTENTS**

Insuring Information..... 3  
 Schedule ..... 4  
 Insureds ..... 4  
 Eligibility ..... 5  
 Start Date of Insurance ..... 5  
 Effective Date of Insurance ..... 5  
 Effective Dates for Changes in Amounts of Insurance ..... 6  
 Benefits ..... 6  
 [• Hospital Indemnity Benefit] ..... 6  
 [• Emergency Treatment Benefit] ..... 6  
 [• First Occurrence Hospital Admission Benefit] ..... 7  
 [• Waiver of Premium Benefit] ..... 7  
 [• Intensive Care, Cardiac Care and Burn Unit Benefit] ..... 7  
 [• Surgical Benefit] ..... 8  
 [ Surgical Schedule] ..... 8  
 [ Anesthesia Benefit] ..... 12  
 [ Preoperative Care Benefit] ..... 12  
 [ Second Surgical Opinion Benefit] ..... 12  
 [• Diagnostic Testing Benefit] ..... 12  
 [• Office Visit Benefit] ..... 13  
 [• Health Screening Benefit] ..... 13  
 [• Prescription Drug Benefit] ..... 14  
 [• Ambulance Benefit] ..... 14  
 [• Termination Waiver Benefit] ..... 14  
 [• Accidental Death, Dismemberment and Loss of Sight Benefit] ..... 14  
 Claim Provisions ..... 16  
 Continuation of Insurance ..... 17  
 Termination of Insurance – Covered Persons ..... 18  
 General Provisions ..... 18  
 Definitions ..... 20

**INSURING INFORMATION**

Kanawha Insurance Company has issued Group Supplemental Medical Indemnity Policy [#####]  
("the Policy") to the Policyholder:

[XYZABC, Inc.]  
[1234 Any Street]  
[Any City, Any State 99999]

The Policy's Initial Effective date is [January 1, 2010].

Your Date of Certificate is [January 1, 2010].

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

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

- Voluntary Termination;
- Policy Renewal, Amendment and Termination;
- Premium Provisions;
- some General Provisions; and
- one or more Definitions.

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

**SCHEDULE**

**INSUREDS:**

[Named Class]  
[Other Named Class]

**BENEFIT**

**AMOUNT**

[HOSPITAL INDEMNITY BENEFIT	[50-\$6,000]/day]
[EMERGENCY TREATMENT BENEFITS	
[Emergency Room	[\$25-\$6,000]
[Urgent Care Facility	[\$20-\$4,800]
[FIRST OCCURRENCE HOSPITAL ADMISSION BENEFIT	[250-\$6,000]/day[s] [1] [2][3][4][and][through][to][2][3][4] [250-\$6,000] Per Day[s] [2] [3] [4] [and][through][to] [3] [4]
[WAIVER OF PREMIUM BENEFIT	Waives Certificate Premiums for not more than [6-48] months]
[INTENSIVE CARE, CARDIAC CARE AND BURN UNIT BENEFIT	[\$50-\$12,000/day]
[SURGICAL BENEFIT	[\$500-\$8,000] Maximum
ANESTHESIA BENEFIT	[10%-40%] of amount paid for surgery]
[[PREOPERATIVE VISIT BENEFIT	[10%-40%] of Surgical Benefit Maximum]
[SECOND SURGICAL OPINION BENEFIT	[5%-20%] of Surgical Benefit Maximum]
[DIAGNOSTIC TESTING BENEFIT	[\$25-\$200] if performed Outpatient Hospital [\$25-\$140] if performed in a Doctor's office or other medical facility]
[OFFICE VISIT BENEFIT	[\$25-\$400] Per Visit]
[HEALTH SCREENING BENEFIT	[\$35-\$600]
[PRESCRIPTION DRUG BENEFIT	[\$10-\$40] for generic scripts [\$15-\$60] for brand name scripts]
[AMBULANCE BENEFIT	[\$100-\$500]
[TERMINATION WAIVER BENEFIT	Waives Certificate Premiums for not more than [6-48] months]
[ACCIDENTAL DEATH, DISMEMBERMENT AND LOSS OF SIGHT BENEFIT	[Insured [\$5,000-\$20,000] [Spouse [\$2,500-\$10,000] [Child [\$1,000-\$4,000] [20%-50%] of amounts shown for Dismemberment or Loss of Sight]

## **[[ELIGIBILITY**

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

[Named Class]  
[Other Named Class]

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

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

### **[[Eligibility Requirements for Eligible [Employees]]**

[In order to Enroll, an Eligible [Employee] must be [Actively at Work (Active Employment)]:

[for [Named Class] Actively At Work means [15-40] hours per [week]]

[for [Other Named Class] Actively At Work means [15-40] hours per [week]]

[[[Waiting Periods for Eligible [Employees] are as follows:]

[[[Named Class] [is/are] Eligible to Enroll on [Date of Employment]]

[[[Other Named Class] [is/are] Eligible to Enroll [after Active Employment] [for] [30 days]]]

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

Eligible [Employees] must be Age [18] but not more than Age [64]. The Maximum Renewal Age is to Age [65].

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

Waiting Periods for Eligible [Employees] apply to their Eligible Dependents.

[Spouses must be Age [16-25] but not more than Age [64].] [A Spouse who is an Eligible [Employee] may be covered as an Insured or a Spouse, but not both.]

[Children must be Age [0-365] days but not more than Age [18-26].] [A child who is an Eligible [Employee] may be covered as an Insured or a Child, but not both.]]

## **ELIGIBILITY TO ENROLL**

You are Eligible to Enroll when You:

- are a member of a Class of Eligible [Employees] listed on the Schedule; and
- meet the Eligibility Requirements shown under the Eligibility heading above.

## **START DATE OF INSURANCE**

Subject to payment of Premium, insurance starts when You:

- join a Class of Eligible [Employees];
- meet the Eligibility Requirements shown under the Eligibility heading above; and
- complete an Enrollment Form, if required.

We may require You to provide Us with Evidence of Insurability [during Enrollment] [if Enrollment takes place more than [30] days after You first become Eligible].

If You do not Enroll when You first meet Policy Eligibility requirements, insurance will not become effective until [the] [first day of the] [Calendar Month] following Your later Enrollment.

## **[EFFECTIVE DATES FOR CHANGES IN AMOUNTS OF INSURANCE**

[If Evidence of Insurability is not required, increases that You request will occur on the [first] [day of the] [Calendar Month] following receipt of the change request by the [Policyholder].]

[If Evidence of Insurability is required, increases that You request will occur on the [first] [day of the] [Calendar Month] after We approve the Evidence of Insurability.]

[Decreases that You request will occur on the [first] [day of the] [Calendar Month] following receipt of the written request by the [Policyholder].]

## **BENEFITS**

Benefits selected by the Policyholder and approved by the Company are shown on the Policy Schedule.

Benefits shown on a Certificate are available to persons:

- who are Eligible;
- who have Enrolled for the Benefits;
- who are covered under the terms and conditions of the Policy; and
- for whom Premiums are paid.

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

### **[HOSPITAL INDEMNITY BENEFIT**

If a Covered Person is confined as an inpatient in a Hospital, We will pay the Benefit shown in Your Certificate Schedule.

We will pay this Benefit for a maximum of [60] days per confinement.

Confinement must:

- begin while Your Certificate is in force;
- be for at least 18 hours; and
- be for a covered Illness or Injury.]

### **[EMERGENCY TREATMENT BENEFITS**

If a Covered Person receives Emergency Treatment, We will pay a Benefit.

Emergency Treatment must:

- be provided at a Hospital Emergency Room or an Urgent Care Facility;
- begin while Your Certificate is in force; and
- be for a covered Illness or Injury.

The Policy provides two levels of this Benefit:

- if in a Hospital Emergency Room; or
- if in an Urgent Care Facility.

The two levels of this Benefit are shown in Your Certificate Schedule.

For both Benefit levels combined, We will pay a maximum of:

- [two] time[s] per Calendar Year per Covered Person: and
- [four] time[s] per Calendar Year for all persons covered by Your Certificate.]

## **[FIRST OCCURRENCE HOSPITAL ADMISSION BENEFIT**

If a Covered Person is confined as an inpatient in a Hospital for the first time during a Calendar Year, We will pay the benefit shown in Your Certificate Schedule.

Confinement must:

- begin while Your Certificate is in force;
- be for at least 18 hours; and
- be for a covered Illness or Injury.

If a confinement spans parts of two Calendar Years, We will pay one Benefit. This Benefit will be for the first Calendar Year. If a new confinement starts in the second Calendar Year, We will pay this Benefit for the confinement:

- if it is due to an unrelated Illness or Injury; or
- if it is due to the same or a related Illness or Injury and starts more than [0-365] days after the earlier confinement ended.

We will pay a maximum of:

- [one-sixteen] time[s] per Calendar Year per Covered Person; and
- [one-sixteen] time[s] per Calendar Year for all persons covered by the Certificate.]

## **[WAIVER OF PREMIUM BENEFIT**

We will waive Premiums from the first day of Total Disability when Your Total Disability:

- starts while the Policy and Your Certificate are in force or in the Grace Period;
- starts before the Certificate anniversary following Your [65<sup>th</sup>] birthday; and
- continues for at least [0-365] days.

Waiver will start on the first day of Total Disability. We will waive Premiums:

- as they fall due while You remain Totally Disabled; and
- for a maximum of [6-48] months.

We will not waive Premiums after the date that the Policy ends.

If a period of Total Disability is caused by two or more Illnesses or Injuries, one [6-48] month maximum will apply.

Two or more Total Disabilities less than [0-365] days apart will apply to one [6-48] month maximum if due to the same or related Illness or Injuries. Otherwise, if You have returned to work for [one] day[s], a new period of Total Disability will be subject to a new [12] month maximum.]

## **[INTENSIVE CARE, CARDIAC CARE AND BURN UNIT BENEFIT**

We will pay the Benefit shown in Your Certificate Schedule when a Covered Person is confined to one of the following:

- Intensive Care Unit;
- Cardiac Care Unit; or
- Burn Unit.

Confinement must:

- be on an inpatient basis;
- be for at least 18 hours;
- begin while Your Certificate is in force; and
- be for a covered Illness or Injury.

We will pay this Benefit for a maximum of [seven] day[s] in a Calendar Year.]

**[SURGICAL BENEFIT**

We will pay the Benefit shown in the Surgical Schedule when a Covered Person undergoes surgery.

A covered surgery is one that:

- takes place while Your Certificate is in force; and
- is for the diagnosis or treatment of a covered Illness or Injury.

If a surgery is not listed in the Certificate Surgical Schedule, We will pay the amount which We would pay for the listed operation which is most nearly similar in severity and complexity.

Except as stated in the Certificate Surgical Schedule, if two or more surgeries are done on the same date, We will pay the indemnity for the surgery performed having the larger(est) Benefit. This applies to surgery:

- through the same incision; or
- through different incisions.

**SURGICAL SCHEDULE** [Multiply by [two-four] for [\$1,000-\$2,000] Surgical Schedule]

**Blood And Lymphatic System**

Lymph nodes:		Spleen, removal of .....	[\$146]
Drainage of .....	[\$6]		
Radical removal from neck .....	[\$191]		

**Bone and Muscular System**

<b>Amputation:</b>		<b>Bones:</b>	
Arm or foot .....	[\$101]	Bone abscess, drainage of .....	[\$6]
Finger .....	[\$30]	Bone marrow, tapping of .....	[\$12]
Hip.....	[\$241]		
Knee or ankle .....	[\$121]	<b>Cyst:</b>	
Shoulder .....	[\$181]	Removal from finger bone .....	[\$50]
Toe .....	[\$30]	Removal from thigh bone .....	[\$111]

**Dislocation (Reduction of):**

	Closed	Open	Closed	Open
Ankle .....	[\$20]	[\$121]	Kneecap .....	[\$36] [\$121]
Elbow .....	[\$10]	[\$121]	Shoulder .....	[\$12] [\$121]
Finger (one or more).....	[\$8]	[\$24]	Spine (vertebrae).....	[\$70] [\$241]
Foot .....	[\$8]	[\$60]	Toe (one or more).....	[\$8] [\$40]
Hip.....	[\$48]	[\$172]	Wrist .....	[\$12] [\$80]
Knee.....	[\$36]	[\$151]		

**Fractures (Reduction of):**

	Simple	Compound	Open	Simple	Compound	Open
Ankle .....	[\$50]	[\$65]	[\$121]	Pelvis .....	[\$80]	[\$80] [\$221]
Arm:				Ribs .....	[\$5]	[N/A] [N/A]
Lower .....	[\$40]	[\$50]	[\$80]	Shoulder bone .....	[\$28]	[\$28] [N/A]
Upper .....	[\$50]	[\$70]	[\$111]	Skull (without cutting) .....	[\$8]	[N/A] [N/A]
Collarbone .....	[\$30]	[\$90]	[\$90]	Toes (one or more) .....	[\$10]	[\$16] [N/A]

<b>[Fractures (Cont.)]</b>	Simple	Compound	Open		Simple	Compound	Open
Fingers							
one or more) .....	[\$16]	[\$22]	[\$40]	Vertebra .....	[\$70]	[N/A]	[N/A]
				Vertebrae			
Knee .....	[\$50]	[\$80]	[\$141]	(two or more) .....	[\$106]	[N/A]	[N/A]
Kneecap .....	[\$40]	[\$40]	[\$121]	Wrist .....	[\$40]	[\$50]	[\$60]
Leg:							
Lower .....	[\$50]	[\$65]	[\$121]				
Upper .....	[\$70]	[\$111]	[\$191]				

For multiple fractures incurred in any one accident, We will pay the benefit provided for each of the fractures.

**Joints:**

Ankle joint, reconstruction of .....	[\$171]	Shoulder joint:	
Bunion, operation .....	[\$70]	Cutting into .....	[\$111]
Hip joint, cutting into .....	[\$141]	Fusion of .....	[\$201]
Knee joint, reconstruction of .....	[\$201]	Wrist joint, fusion of .....	[\$121]

**Breast (See Skin and Subcutaneous Tissues)**

**Digestive System**

Appendectomy .....	[\$96]	Hernia, repair of (Cont.)	
Gall Bladder, removal of .....	[\$146]	Inguinal, one side .....	[\$90]
Hemorrhoids, removal of:		Inguinal, both sides .....	[\$121]
External 18 .....	[\$48]	Umbilical .....	[\$86]
Internal .....	[\$70]	Ventral .....	[\$111]
Hernia, repair of:		Neck, cutting into for foreign body in	
Diaphragmatic .....	[\$171]	esophagus .....	[\$141]
Femoral, one side .....	[\$90]	Sigmoidoscopy .....	[\$6]
Femoral, both sides .....	[\$136]	Stomach, complete removal of .....	[\$281]
Inguinal, one side .....	[\$90]	Tonsils, removal of,	
		with or without adenoids .....	[\$73]
		Ulcer, removal of stomach .....	[\$191]

**Ear**

Eardrum, cutting into or puncture of .....	[\$6]	Mastoidectomy:	
Fenestration (one or both ears) .....	[\$221]	Radical (one or both ears) .....	[\$201]
		Simple (one or both ears) .....	[\$121]

**Endocrine System**

Thyroid Cyst, excision of .....	[\$96]	Thyroglossal cyst, drainage of .....	[\$6]
Thyroid Glands, removal of:			
Complete .....	[\$161]		
With radical neck dissection .....	[\$281]		

**Eye**

Cataract:		Eyeball, removal of .....	[\$101]
Removal of one .....	[\$201]	Foreign body, removal of, by:	
Removal of two .....	[\$302]	Cutting into conjunctiva or cornea .....	[\$5]
		Cutting into sclera .....	[\$121]

**Genital Systems**

Bartholin's Gland, abscess, drainage of..	[\$10]	Ovaries, removal of, with or without tubes.....	[\$121]
Cervix:		Prostate - Removal of:	
Cauterization or conization of .....	[\$6]	Perineal:	
Complete removal of stump .....	[\$121]	Partial or complete .....	[\$201]
Circumcision, male .....	[\$10]	Radical .....	[\$261]
Cystocele, repair of .....	[\$86]	Suprapubic or retropubic .....	[\$201]
Cystocele & Rectocele, repair of.....	[\$121]	Transurethral:	
D&C of uterus or cervix .....	[\$40]	Complete .....	[\$201]
Hysterectomy:		Partial .....	[\$101]
Partial .....	[\$161]	Rectocele, repair of .....	[\$70]
Radical .....	[\$302]	Tubes, removal of one or both .....	[\$121]
Total .....	[\$161]		

**Heart, Arteries and Blood Vessels**

Clot, removal of:		Bypass:	
From vein of abdomen or neck .....	[\$181]	Single .....	[\$333]
From vein of arm or leg .....	[\$121]	Double.....	[\$417]
Heart:		Triple .....	[\$500]
Cutting into valve .....	[\$500]	Saphenous veins, stripping of .....	[\$101]
Excision of intracardiac tumor .....	[\$500]	Varicose veins, injection of:	
Repair of ventricle .....	[\$500]	Each injection .....	[\$5]
		Maximum allowance .....	[\$15]

**Maternity**

Cesarean delivery.....	[\$200]	Artificial rupture.....	[\$50]
Episiotomy.....	[\$50]	Induction of labor .....	[\$50]
		Repair of laceration.....	[\$50]

**Nervous System**

Brain abscess, drainage of by drill taps .....	[\$241]	Lumbar sympathectomy .....	[\$151]
Brain cyst or tumor, removal of .....	[\$402]	Spinal puncture .....	[\$6]
Laminectomy .....	[\$261]		

**Respiratory System**

Antrum puncture .....	[\$3]	Nasal Septum, submucous resection of .....	[\$80]
Bronchoscopy:		Sinus operation, frontal:.....	
Diagnostic .....	[\$36]	Radical .....	[\$241]
With removal of tumor .....	[\$50]	Simple .....	[\$101]
Lung:		Thoracoscopy .....	[\$40]
Complete removal of .....	[\$302]		
Tapping of .....	[\$30]		

**Skin and Subcutaneous Tissues**

Boil, carbuncle, or cyst, drainage of .....	[\$5]	Grafts, pinch or split skin (Cont.):	
Breast:		To neck, hands and feet:	
Biopsy .....	[\$36]	Less than two square inches .....	[\$12]
Complete removal of .....	[\$80]	Two to 32 square inches .....	[\$111]
Partial removal of .....	[\$60]	Pilonidal Cyst or Sinus, excision of .....	[\$20]
Radical removal of .....	[\$181]	Tumors, benign:	
Cyst or boil, puncture of .....	[\$5]	Cauterization or fulguration of .....	[\$5]
Cyst or tumor, removal of .....	[\$50]	Excision of one .....	[\$8]
Foreign body, removal of .....	[\$5]	Excision of more than one .....	[\$10]
Grafts, pinch or split skin:		Wounds, accidental:	
To scalp, arms or legs: .....		Suturing of .....	[\$8]
Less than two square inches .....	[\$12]	Cleaning and debridement of .....	[\$5]
Two to 32 square inches .....	[\$61]		

**Thyroid (See Endocrine System)**

**Tonsils and Adenoids (See Digestive System)**

**Urinary System**

Bladder:		Kidney:	
Complete removal of .....	[\$261]	Complete removal of .....	[\$201]
Puncture aspiration of .....	[\$5]	Cutting into for stones .....	[\$201]
Cystoscopy:		Transplant .....	[\$500]
Diagnostic .....	[\$12]		
With removal of stones .....	[\$40]		

### **[ANESTHESIA BENEFIT**

We will pay the Benefit shown in Your Certificate Schedule when a Covered Person requires General Anesthesia during a covered surgery. Payment of this Benefit will not increase any other Benefit of the Policy.]

### **[PREOPERATIVE VISIT BENEFIT**

We will pay the Benefit shown in Your Certificate Schedule for a Preoperative Visit for a Covered Person.

The Preoperative Visit must:

- take place while Your Certificate is in force;
- be in connection with surgery covered by the Policy; and
- take place within [30] days prior to the date of surgery.

This Benefit is limited to [one-three] Preoperative Visit[s] per proposed surgery.

### **SECOND SURGICAL OPINION BENEFIT**

We will pay the Benefit shown in Your Certificate Schedule for a Second Surgical Opinion given to a Covered Person.

The Second Surgical Opinion must:

- take place while Your Certificate is in force;
- be in connection with surgery covered by the Policy; and
- take place within [30] days prior to the date of surgery.

This Benefit is limited to [one-three] Second Surgical Opinion[s] per proposed surgery.]

### **[DIAGNOSTIC TESTING BENEFIT**

If a Covered Person has one of the following tests, We will pay the amount shown in Your Certificate Schedule:

- angiogram;
- CBC;
- CT Scan;
- CTA Scan;
- EEG;
- MRI;
- MRA;
- urinalysis; [and]
- [additional test; and]
- x-ray.

This Benefit is limited to:

- [one-20] test[s] per Calendar Year per Covered Person; and
- [one-40] test[s] per Calendar Year for all Covered Persons of a Certificate.

This Benefit is not payable for test[s]:

- performed while a Covered Person is confined as an inpatient in a Hospital[;] [or]
- [for which the Health Screening Benefit is payable.]

**[OFFICE VISIT BENEFIT**

If a Covered Person is seen by a Doctor for an Office Visit, We will pay the Benefit shown in Your Certificate Schedule.

A covered Office Visit is one that:

- [• is not a Preoperative Visit;]
- [• is not a Second Surgical Opinion;]
- takes place while Your Certificate is in force; and
- is for the diagnosis or treatment of a covered Illness or Injury.

For a Covered Person, this Benefit is limited to:

- [one-12] visit[s] per Calendar Year for any one Illness or Injury; and
- [one-20] visit[s] per Calendar year for all Illnesses and Injuries.

For Your Certificate, this Benefit is limited to [1-40] Office Visit[s] per Calendar Year.]

**[HEALTH SCREENING BENEFIT**

If a Covered Person has any of the following tests, We will pay the amount shown in Your Certificate Schedule.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Bone Marrow Testing</li> <li>• CA-125 (blood test for ovarian cancer)</li> <li>• Chest x-ray</li> <li>• Flexible Sigmoidoscopy</li> <li>• Mammography (including breast ultrasound)</li> <li>• PSA (blood test for prostate cancer)</li> <li>• Biopsy for Skin Cancer</li> <li>• Electrocardiogram (EKG) (including stress EKG)</li> <li>• Blood Test for Triglycerides</li> </ul> | <ul style="list-style-type: none"> <li>• CA 15-3 (blood test for breast cancer)</li> <li>• CEA (blood test for colon cancer)</li> <li>• Colonoscopy</li> <li>• Hemocult stool analysis</li> <li>• Pap Smear (including ThinPrep Pap Test)</li> <li>• Serum Protein Electrophoresis (test for myeloma)</li> <li>• Stress test (bike or treadmill)</li> <li>• Lipid Panel (total cholesterol count)</li> <li>• Oral Cancer Screening using ViziLite, OraTest or other Current Dental Terminology Code D0431</li> </ul> |
| [• Additional Test]   | [• Additional Test]  |

This Benefit is limited to:

- [• tests performed [more than [30-365] days] after the Start Date of Insurance;]
- [one-five] test[s] per Calendar Year per Covered Person; and
- [one-15] test[s] per Calendar Year per Certificate.

[The 30-365-day period will be reduced by one day for each day that Replaced Coverage was in force.]]

### **[PRESCRIPTION DRUG BENEFIT**

If a Covered Person fills a Prescription Drug script from a Doctor, We will pay a Benefit.

There are two levels of this Benefit:

- for generic scripts; and
- for brand name scripts.

The two levels of this Benefit are shown in Your Certificate Schedule.

A covered prescription drug script is one that:

- is received while Your Certificate is in force; and
- is for treatment of a covered Illness or Injury.

This Benefit is limited to:

- [one-eight] script[s] per Covered Person per Calendar Month;
- [one-12] script[s] per Certificate per Calendar Month;
- [10-40] script[s] per Covered Person per Calendar Year; and
- [10-144] script[s] per Certificate per Calendar Year.]

### **[AMBULANCE BENEFIT**

If a Covered Person is moved by Ambulance, we will pay the Benefit shown in Your Certificate Schedule.

A covered Ambulance service is one that:

- takes place while Your Certificate is in force; and
- is required because of a covered Illness or Injury.

This Benefit is limited to:

- [one-four] time[s] per Calendar Year per Covered Person; and
- [three-12] time[s] per Calendar Year per Certificate.]

### **[TERMINATION WAIVER BENEFIT**

If You are terminated by Your Employer, We will waive Premiums. Waiver will start on the day after employment ends.

We will waive Premiums:

- while You remain unemployed; and
- for a maximum of [6-48] months.

We will not waive Premiums:

- if You are terminated for gross misconduct; or
- after the Policy ends.]

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

For Accidental Death, We will pay the Benefit shown in Your Certificate Schedule. Persons covered are shown on Your Certificate.

We will pay [20%-50%] of the Accidental Death Benefit for Accidental loss of:

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

We will pay these Benefits to:

- You, if You survive to receive payment;
- if named in the Enrollment Form or a later change, the Beneficiary; or otherwise
- to Your estate.

A covered loss is one that:

- takes place while Your Certificate is in force;
- is due to Injuries from an Accident; and
- takes place within [180] days after the Accident causing Injuries.

The Benefit Conditions, Limitations and Exclusions of the Policy do not apply to this Benefit. Instead, this Benefit is not payable if a loss results from:

- any intentionally self-inflicted injury;
- injury intentionally inflicted by any person (This does not apply when the Covered Person is an innocent bystander not part of an altercation.);
- substance abuse (This does not exclude a loss brought about by the use of drugs prescribed by and used as ordered by a Doctor.);
- war or act of war, whether declared or undeclared;
- service in the armed forces of any country or organization or in units auxiliary thereto;
- bacterial infection, unless the infection is caused by an Accident;
- committing or attempting to commit an assault or felony;
- resisting or fleeing from arrest;
- taking part in a riot or insurrection;
- voluntarily taking, absorbing or inhaling poison, poisonous gas or fumes;
- parachute jumping or sky diving;
- travel in or on any kind of aircraft, unless as a fare paying passenger on a commercial airline, passenger on a private airline charter or as a passenger on a privately owned and operated airplane that seats more than 10 passengers;
- Intoxication; or
- racing a self-propelled vehicle on a racetrack, on a public road or at any other place.]

## **BENEFIT CONDITIONS, LIMITATIONS AND EXCLUSIONS**

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

- by Replaced Coverage; and
- by the Policy on its Initial Effective Date.

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

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

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

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

- intentionally self-inflicted Injury;
- suicide or any attempted suicide, while sane or insane;

- mental or emotional disorders without demonstrable organic disease;
- taking part in an illegal occupation;
- treatment for drug addiction or for the use of drugs, except when the drugs are prescribed by and used as ordered by a Doctor;
- treatment of drug Intoxication, except when caused by drugs when the drugs are prescribed by and used as ordered by a Doctor;
- treatment of alcoholism, or treatment for the use of alcohol;
- rest cures;
- dental services or treatments unless needed due to Injury;
- routine eye examinations, eye glasses or the fitting thereof;
- hearing aids or the fitting thereof;
- Illness or Injury if Workers' Compensation or Employer's Liability benefits are payable;
- war, declared or undeclared;
- taking part in a riot, felony or insurrection;
- parachute jumping or sky diving;
- travel in or on any kind of aircraft, unless as a fare paying passenger on a commercial airline, passenger on a private airline charter or as a passenger on a privately owned and operated airplane that seats more than 10 passengers;
- military or naval services (On written notice to Us, We will refund Premiums pro rata for any period not covered because of such service.);
- hospitalization, treatment or services for members or ex-members of the armed forces in any military or veteran's hospital, soldier's home or Hospital contracted for or operated by any national government or agency thereof unless the Covered Person is legally required to pay the charges therefore in the absence of insurance;
- cosmetic care, except when the care is due to medically necessary reconstructive plastic surgery. Medically necessary reconstructive plastic surgery means surgery:
  - to restore a normal bodily function;
  - to improve functional impairment by anatomic alteration made necessary as a result of a congenital birth defect; or
  - for breast reconstruction following mastectomy; or
- routine well-baby care.

## **CLAIM PROVISIONS**

### **NOTICE OF CLAIM**

Written Notice of Claim must be given to Us within [30-90] days after the date of a loss. If that is not possible, We must be notified as soon as it is reasonably possible to do so.

When We receive written Notice of Claim, We will send Claim Forms. If the Claim forms are not received within [15-90] days after the notice is sent, written Proof of claim can be sent to Us without waiting for the forms.

### **PROOF OF LOSS**

Proof of loss must be given to us within [90-365] days after a loss occurs or starts.

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

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

Proof of Loss may also include statements completed by You and/or the claimant, [the Employer] and the attending Doctor documenting:

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

[For the [Waiver of Premium Benefit] [and] [the Termination Waiver Benefit], We may require Proof of Loss on a monthly basis. We will not require such Proof of Loss on a monthly basis when it is no longer reasonably necessary to do so.]

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

We may require authorization to obtain:

- medical information;
- psychiatric information; and
- non-medical information, such as payroll.

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

#### **PAYMENT OF CLAIMS**

We will pay Benefits when We receive Proof of Loss acceptable to Us.

We will pay You. If You do not live to receive payment, We will pay Your:

- Beneficiary, if one is named; or
- estate.

If Benefits are payable to an estate or to a Beneficiary who cannot give Us a valid release, We can pay up to [\$2,500] to someone related to You, by blood or marriage, whom We find is justly entitled to payment. Such a payment made in good faith will discharge Us to the extent of the amount paid.

You may assign proceeds of a Claim. Assignment of a Certificate is not allowed.

#### **TIME PAYMENT OF CLAIMS**

Payment will be issued when We receive Proof of Loss acceptable to Us but not later than [30] days after receipt of Proof of Loss.

#### **EXAMINATION AND AUTOPSY**

We, at Our own expense, will have the right and opportunity to have a claimant examined by a medical professional of Our choice. We may use this right as often as reasonably required.

#### **CONTINUATION OF INSURANCE**

Insurance may be continued at certain times when You are no longer an Eligible [Employee]. The Policyholder must treat all [Employees] in the same way when continuing coverage.

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

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

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

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

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

### **[For Medical Reasons**

The Policyholder may keep insurance for Insured persons absent from work for health reasons. This continuation will end on the earliest of the following dates:

- [180 days] after absence began;
- [the date from which We approve a Waiver of Premium;] [or]
- the Policy termination date.]

### **TERMINATION OF INSURANCE – COVERED PERSONS**

The following is subject to the Continuation of Insurance provision.

For all Covered Persons of the Policy, all insurance ends:

- at the end of the Grace Period, if Premium for the Policy is not paid;
- [at the end of the] [Calendar Month] when We receive a request to end the Policy; or
- on the Policy's termination date.

For all Covered Persons of a Certificate, all insurance ends on the earlier of the following: 1) the Policy's termination date; or 2) at the end of the Grace Period, if Premium for this coverage is not paid. Coverage will also end [at the end of the] [Certificate Month] when:

- [You retire;]
- You are no longer eligible for this insurance;
- You reach Age [65];
- We receive a request to end this insurance; or
- You die.

For a Covered Person, all insurance under the Policy ends [at the end of the] [Certificate Month]:

- if a Spouse, when the Spouse reaches Age [65];
- if a Child, when the Child reaches Age [18-26]]; or
- when He or She is no longer eligible for this insurance.

When Your coverage ends, insurance on all other Covered Persons of this Certificate will also end.

Ending of the insurance will not prejudice claims that occur or start prior to the date that coverage ended.

### **GENERAL PROVISIONS**

#### **AGREEMENTS AND POLICY CHANGES**

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

#### **ASSIGNMENT**

You may assign proceeds of a claim.

Assignment of the Policy or of a Certificate is not allowed.

We are not responsible:

- for the validity of any Assignment; or
- to honor any Assignment unless it is given to Us with any claim subject to the Assignment.

Our payment in good faith as outlined above will fully discharge Us with respect to the amount(s) paid.

## **BENEFICIARY, CHANGE OF BENEFICIARY**

Benefits will be paid as stated in the Payment of Claims provision.

You may add or change the Beneficiary by filing a form with the [Policyholder].

We are not:

- responsible for the validity of any Beneficiary designation; or
- required to honor any Beneficiary designation unless it is given to Us with any affected claim.

## **CLERICAL ERROR**

No Clerical Error by the Policyholder will:

- delay the Start Date of Insurance for a Covered Person;
- end insurance otherwise validly in force; or
- continue insurance otherwise validly ended.

## **CONFORMITY WITH STATE STATUTES**

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

## **DATE OF BIRTH AND TOBACCO USE**

If a Covered Person's date of birth or tobacco use is misstated, We will adjust the Benefits payable on a pro-rata basis. The Benefits will be those which We would have issued based on the correct information.

## **ENTIRE CONTRACT**

The Policy, the Application, Enrollment forms and Evidence of Insurability as well as any endorsements and amendments shall make up the entire contract.

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

## **EVIDENCE OF INSURABILITY**

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

## **[FIDUCIARY**

For purposes of the Employee Retirement Income Security Act of 1974 (ERISA), the Policyholder is the:

- Plan Sponsor;
- Plan Administrator; and
- Named Fiduciary.

Neither the Company, its parent nor any of its affiliates is the Plan Sponsor, Plan Administrator or Named Fiduciary.

The Company does not have nor does it assume, either expressly or impliedly any responsibility for the Policyholder's obligations or compliance under:

- ERISA;
- COBRA; or
- any other applicable federal or state law, regulation or rule.]

## **GRACE PERIOD**

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

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

## INCONTESTABILITY

We will not contest the validity of the Policy except for nonpayment of Premiums after it has been in force for [two (2)] [years] from its Date of Policy.

No statement made by any person insured shall be used in any contest unless a copy of the statement is or has been furnished to:

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

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

- the insurance has been continuously in force for [two (2)] years during the lifetime of the person insured; and
- unless it is contained in a written form You signed.

This provision shall not stop Us from asserting at any time defenses based upon Policy terms that relate to eligibility for coverage.

## LEGAL ACTIONS

Legal action cannot be taken against Kanawha Insurance Company:

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

## DEFINITIONS

For the purposes of the Policy and the Certificates, the following words have the meanings stated.

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

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

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

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

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

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

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

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

**Age** means the age of a Covered Person on His or Her last birthday as of the Date of Certificate. Age increases by one year on each Certificate anniversary.

**[Ambulance** means a conveyance that meets state rules or is licensed by a state for the emergency movement of persons suffering from Illness or Injury. Transport may be by road, air or water.]

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

**[Association** means an entity that:

- has been actively in existence for at least [5] years;
- has been formed and maintained in good faith for purposes other than obtaining insurance;
- does not condition its membership in the association on any health status-related factor relating to an individual (including an employee of an employer or a dependent of any employee);
- makes insurance coverage it offers available to all members regardless of any health status-related factor relating to the members (or individuals eligible for coverage through a member);
- does not make insurance coverage it offers available other than in connection with a member of the association; and
- meets any additional requirements that may be imposed under laws of the Situs State.]

**[Burn Unit** means a Hospital unit that:

- has beds committed solely to burn care;
- has a diversified Doctor staff and nursing staff that rotate in this service; and
- provides electrocardiograph, oscilloscope, defibrillation, cardiac output monitoring, physical therapy, hydrotherapy and occupational therapy.]

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

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

**[Cardiac Care Unit (CCU)** means only a separate, clearly designated service area in a Hospital and which meets all of the following tests:

- it is solely for the treatment of patients who require special medical attention because of their critical condition;
- it provides constant special nursing care and observation not available in the regular rooms and wards of the Hospital;
- it provides special life-saving equipment available at all times for patients in the CCU;
- it contains at least two beds for the accommodation of critically ill patients; and
- it provides at least one Registered Nurse (R.N.) who continuously and constantly attends the patient confined in such area on a 24 hour a day basis.]

**Certificate of Insurance (Certificate)** means the document We issue for delivery to each Insured stating:

- the insurance protection provided, including;
- any insurance for Spouse and/or Children; and
- to whom the insurance Benefits are payable.

**[Certificate Month** means:

- a period starting on the Date of Certificate and continuing to the same date in the next Calendar Month; and
- each later monthly period measured in the same way.]

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

- natural or adopted child of You or Your Spouse;
- Child for whom You or your Spouse has filed a petition for adoption;
- Child legally placed with You or Your Spouse as a foster Child; or
- Your stepchild.

Deleted: placed with

Child does not include a:

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

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

**Complications of Pregnancy** mean bodily conditions while a Covered Person is pregnant that are distinct from, but adversely affected or caused by the pregnancy. These conditions include:

- postpartum hemorrhage;
- toxemia of pregnancy;
- rupture or prolapse of the uterus;
- ectopic pregnancy which is ended;
- emergency (non-elective) cesarean section; and
- spontaneous termination of a pregnancy when a viable birth is not possible.

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

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

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

**[Credit Union** means an institution that is chartered to operate as a Credit Union by the National Credit Union Administration or by a state regulatory body.]

**Date of Policy** means the date that coverage begins under the Policy.

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

Doctor does not include:

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

**[Eligible Dependent[s]** means [a Spouse] [and] [Child(ren)].

We must approve eligibility of the [Spouse] [and] [Child(ren)].

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

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

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

However, in no event will Eligibility or coverage of any Child go on beyond the date that Your coverage ends.

You must ~~notify~~ Us with Proof of ~~the Child's~~ physical or mental incapacity, ~~as soon as is reasonably possible.~~]

**Deleted:** furnish

**Deleted:** within 31 days after the Child's Eligibility would otherwise end. Thereafter, We may require proof, but not more frequently than annually

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

- is in Active Employment of the Policyholder; and
- meets the Enrollment Eligibility, Waiting Period and Maximum Renewal Age terms shown in the Schedule.]

**[Eligible Person** means someone who:

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

**Emergency Room** means a specified area in a Hospital which is designated for the emergency care of Illness or Injury. This area must be:

- staffed and equipped to handle trauma;
- be supervised and provide treatment by Doctors; and
- provide care seven days per week, 24 hours per day.

**Emergency Treatment** means medical attention provided after the acute onset of symptoms relating to Illness or Injury, including severe pain, which symptoms are severe enough that the lack of immediate medical attention could reasonably be expected to result in any of the following:

- health would be placed in serious jeopardy;
- bodily function would be seriously impaired; or
- there would be serious dysfunction of a bodily organ or part.

Emergency Treatment does not include care that is:

- elective;
- preventive; or
- well care.

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

**Enroll** means a request by an [Eligible Employee] to be covered by the Policy. We will set requirements to Enroll. To Enroll may:

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

Enrollment may be by paper forms or electronic means.

**Evidence of Insurability** means a form accepted by Us showing that a person meets Our requirements to be insured by the Policy.

**Hospital** means a place in the United States that:

- is licensed and operated as a Hospital;
- provides overnight care of Ill and Injured people;
- is supervised by a Doctor;
- has full-time nurses supervised by a Registered Nurse;
- has on-site or pre-arranged use of x-ray equipment, laboratory and surgical facilities; and
- maintains permanent medical history records.

A Hospital is not:

- a facility outside of the United States;
- a nursing home;
- an extended care facility;
- a convalescent home;
- a rest home or a home for the aged;
- a place for alcoholics or drug addicts; or
- a mental institution.

**Illness (Ill)** means sickness, disease or Complication of Pregnancy of a Covered Person.

Benefits for a normal pregnancy are paid on the same basis as for any other Illness. However, Benefits will be payable beginning on the [300<sup>th</sup>] day after the Start Date of Insurance and while the Policy is in force. [The [30-365]-day period will be reduced by one day for each day that Replaced Coverage was in force.]

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

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

**[Intensive Care Unit (ICU)** means a place which:

- is an area of a Hospital called an Intensive Care Unit;
- provides the Hospital's highest level of medical care;
- is restricted to critically Ill or Injured patients who require intensive comprehensive observation and care;
- is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement;
- is permanently equipped with special lifesaving equipment for the care of the critically Ill or Injured;
- is under constant and continuous observation by a specially trained nursing staff; and
- has a Doctor assigned to the ICU on a full-time basis.

An ICU is not:

- a progressive care unit;
- a sub-acute intensive care unit;
- an intermediate care unit;
- a private monitored room;
- a surgical recovery room;
- an observation unit; or
- any facility not meeting the definition of a Hospital ICU as defined in this Policy.]

**Intoxication** means a blood alcohol content equal or over the legal presumption of intoxication under the laws of the state where the event took place.

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

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

**[Loss of Sight** means clinically-proven, irreversible reduction of sight.

The corrected visual acuity must be:

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

There must be clear proof that the loss has continued without interruption for a period of at least [six (6)] consecutive months after diagnosis.

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

The diagnosis must be made:

- by physical examination by an ophthalmologist; and
- after the Start Date of Insurance.

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

**[Office Visit** means examination of a Covered Person by a Doctor for diagnosis or treatment of a covered illness or injury.

The examination must be at one of the following locations:

- the Doctor's office;
- a clinic; or
- an Urgent Care Facility.

Office Visit does not include:

- [• a Preoperative Visit;]
- [• a Second Surgical Opinion;]
- [• care for which the Emergency Treatment Benefit is payable;]
- surgery;
- being seen by a Doctor in a Hospital Emergency Room; or
- being seen by a Doctor while confined as an inpatient in a Hospital.]

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

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

**Pre-existing Condition** means a condition 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 Start Date of Insurance. It is also one which would cause a person to seek diagnosis or care within the same 12-month period.

**[Preoperative Visit** means a visit with a Doctor by a Covered Person the purpose of which is preparation and management prior to surgery.]

**[Prescription Drug** means a medication that:

- has been approved by the FDA;
- requires a script from a Doctor or other person allowed by law to write scripts;
- can only be dispensed pursuant to a prescription according to state and federal law; and
- is dispensed at a retail or mail order pharmacy.

Prescription Drug does not include any medication dispensed at a Hospital, Emergency Room or Urgent Care Facility.]

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

**[Replaced Coverage** means a policy or certificate that:

- insured Covered Persons of the Policy;
- was paid for by or through the Policyholder;
- has a paid-to date within [60] days of the Policy's Date of Application;
- is replaced by the Policy; and
- ends upon issue of the Policy.

At Our request, the Policyholder must give Us Proof about a[n] [Employee]'s Replaced Coverage. ]

**Schedule** means page(s) so labeled in the Policy and this Certificate.

**[Second Surgical Opinion** means another opinion on a surgery which opinion is rendered by a Doctor who is not:

- the Doctor who originally recommended the surgery;
- a partner in practice with the Doctor who originally recommended the surgery; or
- the Doctor who will perform the surgery.]

**[Spouse** means[:]

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

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

[• the [Covered Employee]'s Domestic Partner [(California)];]

[• a party to a Civil Union with the [Covered Employee] [(Vermont)][and][Connecticut];]

[• a Reciprocal Beneficiary of the [Covered Employee] [(Hawaii)]; or

[• someone for whom we must provide the coverage of the Policy on a spousal equivalent basis under the laws or regulations of the state where the [Covered Employee] lives.]]

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

[We will not give coverage under these definitions “1” and “2” for the Spouse after a legal action ends a relationship described.] ]

The Policy will at no time cover more than one person as a [Covered Employee]’s Spouse.

**Totally Disabled (Total Disability)** means that the Covered [Employee] is:

- unable to perform the substantial and material duties of His regular occupation;
- not working in any other occupation; and
- under the care of a Doctor for the disability.

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

**United States** means the United States of America and its territories.

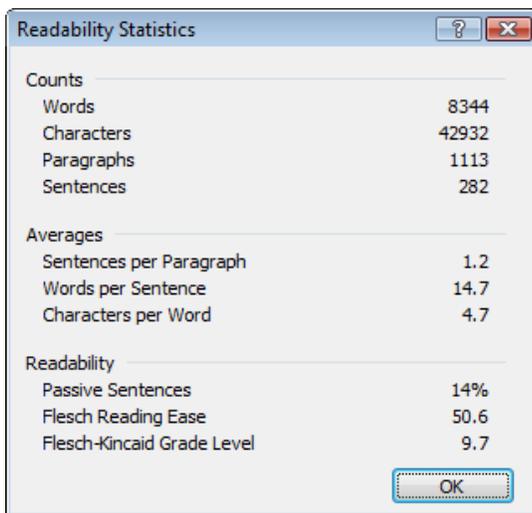
**Urgent Care Facility** means a licensed facility that:

- sees walk-in patients without appointment;
- has emergency facilities;
- is supervised by a medical staff, including Registered Nurses (R.N.s);
- has an agreement with a nearby Hospital for immediate acceptance of patients who require hospitalization;
- is not a private office or clinic of one or more Doctors;
- is not a Hospital or Emergency Room; and
- does not provide for overnight stays.

**We, Us, Our and Company** all mean Kanawha Insurance Company.

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

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



Readability Statistics	
<b>Counts</b>	
Words	8344
Characters	42932
Paragraphs	1113
Sentences	282
<b>Averages</b>	
Sentences per Paragraph	1.2
Words per Sentence	14.7
Characters per Word	4.7
<b>Readability</b>	
Passive Sentences	14%
Flesch Reading Ease	50.6
Flesch-Kincaid Grade Level	9.7

# Employer's Master Application For Group Voluntary Products

*Insurance products are underwritten by Kanawha Insurance Company*



**HUMANA**<sup>®</sup>  
*Specialty Benefits*

**A. Employer Information**

Name

Address

City

State

ZIP

Telephone Number

Fax Number

E-mail Address

Contact Person

Title

Nature of Business

Employer Identification Number (EIN)

Collectively Bargained Plan?  Yes  No

Year Business Formed

**Name of Plan****Plan Number***(Assigned by Employer for use in filing IRS Form 5500)*Is this group considered a government entity or a church?  Yes  No**B. Billing Information (if different from above)**

Name

Address

City

State

ZIP

Telephone Number

Fax Number

E-mail Address

Contact Person

Title

**C. Billing Details (Billing to other than Employer requires prior Home Office Approval)**Billing Frequency:  Monthly  Other (specify day of month):Payroll Frequency:  Monthly  Semi-Monthly  Bi-Weekly  Weekly  Other:Preferred Billing Type:  Paper  E-mail  Tape

Payroll Cutoff Date(s) to Receive Changes (specify day of month)

Must Receive First Billing/Deductions by (specify day of month)

**D. Due Date**

Effective Date of Policy and Due Date of First Premium will be (month, day, year)

**E. Eligibility**Eligible Employees:  Salary Exempt and Non-Exempt  
 Wage and Hour Non-Exempt  
 Other

An Eligible employee is one who is actively at work on a full-time basis working at least \_\_\_\_\_ hours per week.

Total Eligible Employees

Employer Contribution

Employee Contribution

New employees hired after Effective Date of Policy will be eligible for coverage after:

- 
- 1st of month following employment
- 
- 
- 1st of month after 30 days of employment
- 
- 
- Other

**F. Existing Coverage Available to Employees**

Disability Income Carrier

 Individual  Group Coverage Termination Date

Dental Carrier

 Individual  Group Coverage Termination Date

CI/Cancer Carrier

 Individual  Group Coverage Termination Date

## G. Products

### Disability

#### Plan Design

- Benefits are provided in conjunction with an HSA Plan  
 Benefits will be offered in conjunction with an IRS qualified pre-tax plan

- Benefit Period  90 Days  6 Months  1 Year  2 Years  3 Years  
Elimination Period  0/7  7/7  0/14  14/14  30/30  60/60  
 90/90  180/180  365/365

#### Optional Benefits – Employer Selectable

- Sickness Elimination Period Waiver - Available only if 7 or 14 day Elimination Period is selected for Sickness.  
 Loss of Work  Mental, Nervous, Alcohol and Drug Abuse  
 24 hour  Takeover (Prior carrier's policy and bill are required.)  
 Portability

#### Optional Benefits – Employee Selectable

- COBRA Benefit  Physical Therapy Benefit  ICU/CCU Benefit

### Accident Insurance

- Base Plan  Level 1  Level 2  Level 3  Level 4

#### Optional Benefits

- Hospital Intensive Care Unit Benefit  \$150  \$300  \$450  \$600  
 Fracture and Dislocation Benefit  \$750  \$1,500  
 Accident Total Disability Benefit (Elimination Period)  1 Day  7 Days  14 Days  30 Days  
 On-the-Job Coverage Benefit

### Critical Illness

#### Plan Design

- Benefits are provided in conjunction with a HSA Plan  
 Benefits will be offered in conjunction with an IRS qualified pre-tax plan

- Coverage choices  Vascular  Cancer  Other Critical Illnesses:  50%  100% (select one)

#### Optional Benefits – Employer Selectable

- Benefit Recurrence  Loss of Work  
 Takeover Benefit

#### Optional Benefits – Employee Selectable

- Health Screening Benefit  \$50  \$100  \$150 (select one)  
 Automatic Benefit Increase

### Term Life

- Plan Design  10 Year  20 Year

#### Optional Benefits – Employer Selectable

- Waiver of Premium  Loss of Work  
 Accidental Death and Loss of Sight Dismemberment  
 Additional Benefit Increase  
 Accelerated Living Benefit - Critical illness  25%  50%  100% (select one)  
 Takeover Benefit

### [Supplemental Health]

#### Base Plan

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> Plan A                 | <input type="checkbox"/> Plan B                 | <input type="checkbox"/> Plan C                 | <input type="checkbox"/> Plan D                 |
| [Hospital Indemnity] [\$50-\$6,000/day]         | [Hospital Indemnity] [\$50-\$6,000/day]         | [Hospital Indemnity] [\$50-\$6,000/day]         | [Hospital Indemnity] [\$50-\$6,000/day]         |
| [Hospital First Occurrence] [\$250-\$4,000/day] | [Hospital First Occurrence] [\$250-\$6,000/day] | [Hospital First Occurrence] [\$250-\$6,000/day] | [Hospital First Occurrence] [\$250-\$6,000/day] |

#### Optional Benefits – Employer Selectable

- |   |                     |                     |                     |                     |
|---|---------------------|---------------------|---------------------|---------------------|
| <input type="checkbox"/> [Emergency Room]                   | [\$25-\$6,000/day]  | [\$25-\$6,000/day]  | [\$25-\$6,000/day]  | [\$25-\$6,000/day]  |
| <input type="checkbox"/> [ICU/CCU/Burn Unit Benefit]        | [\$50-\$12,000/day] | [\$50-\$12,000/day] | [\$50-\$12,000/day] | [\$50-\$12,000/day] |
| <input type="checkbox"/> [Surgical Schedule]                | [\$500-\$8,000]     | [\$500-\$8,000]     | [\$500-\$8,000]     | [\$500-\$8,000]     |
| <input type="checkbox"/> [Diagnostic, Laboratory and X-ray] | [\$25-\$200]        | [\$25-\$200]        | [\$25-\$200]        | [\$25-\$200]        |
| <input type="checkbox"/> [Outpatient Office Visit]          | [\$25-\$400]        | [\$25-\$400]        | [\$25-\$400]        | [\$25-\$400]        |
| <input type="checkbox"/> [Wellness]                         | [\$35-\$600]        | [\$35-\$600]        | [\$35-\$600]        | [\$35-\$600]        |
| <input type="checkbox"/> [AD&D]                             | [\$5,000-\$20,000]  | [\$5,000-\$20,000]  | [\$5,000-\$20,000]  | [\$5,000-\$20,000]  |
| <input type="checkbox"/> [Ambulance]                        | [\$100-\$500]       | [\$100-\$500]       | [\$100-\$500]       | [\$100-\$500]       |
| <input type="checkbox"/> [Other]                            | [ ]                 | [ ]                 | [ ]                 | [ ]                 |

[If multiple plans are selected and plan availability is limited by class, please list what class of employees are eligible for each plan]

## H. State of Delivery

For the purpose of the Group Policy, the State of Situs will be

### Employer's Authorization/Agreement

Kanawha Insurance Company, a Humana Company, (hereafter referred to as Kanawha) is authorized to contact the employees of the Employer, named herein, concerning insurance to be provided by Kanawha.

Authorization is given to send billings to the location named herein. The responsibility of remitting premiums in a timely manner to Kanawha on behalf of their employees, whether collected via payroll deduction or employer-paid, is that of the Employer or Plan Sponsor.

Any employee may voluntarily stop his or her payroll deduction by notifying the Employer or Plan Sponsor. The Employer or Plan Sponsor will forward written notice of an employee's request to stop deductions to Kanawha's home office. It is also the Employer's or Plan Sponsor's responsibility to notify Kanawha of an employee's termination. The Employer or Plan Sponsor does not assume any responsibility of coverage after cancellation of the deductions or termination of employment of any employee.

**Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City State

Signature of Officer or Person Approving Agreement

Signature of Licensed Insurance Producer

Title

Printed Name of Licensed Insurance Producer

Printed Name of Officer or Person Approving Agreement

License Identification Number of Insurance Producer

**GOVERNMENT ENTITIES AND CHURCHES ARE CONSIDERED NON-ERISA CASES. EMPLOYER GROUPS ELECTING OPTIONAL BENEFITS COVERAGE MAY BE SUBJECT TO THE TERMS AND CONDITIONS OF ERISA.**

**HUMANA**<sup>®</sup>  
*Specialty Benefits*

—Dental  
—Vision  
—Disability  
—Life  
—Workplace voluntary benefits

210 South White Street  
Post Office Box 7777  
Lancaster, South Carolina 29721-7777  
877-378-1505

*Kanawha Insurance Company is a Humana company.*

# Employer's Master Application For Group Voluntary Products

*Insurance products are underwritten by Kanawha Insurance Company*



**HUMANA**<sup>®</sup>  
*Specialty Benefits*

**A. Employer Information**

Name ABC Company  
 Address 101 Downtown Street City Anywhere State SC ZIP 29730  
 Telephone Number 555-555-4545 Fax Number 555-555-4545  
 E-mail Address jdoe@abccomp.com  
 Contact Person John Doe Title Vice President  
 Nature of Business Importer/exporter  
 Employer Identification Number (EIN) 0001212010  
 Collectively Bargained Plan?  Yes  No Year Business Formed 1997

**Name of Plan** ABC Company Plan**Plan Number** 004545 (Assigned by Employer for use in filing IRS Form 5500)Is this group considered a government entity or a church?  Yes  No**B. Billing Information (if different from above)**

Name  
 Address City State ZIP  
 Telephone Number Fax Number  
 E-mail Address  
 Contact Person Title

**C. Billing Details (Billing to other than Employer requires prior Home Office Approval)**

Billing Frequency:  Monthly  Other (specify day of month):  
 Payroll Frequency:  Monthly  Semi-Monthly  Bi-Weekly  Weekly  Other:  
 Preferred Billing Type:  Paper  E-mail  Tape  
 Payroll Cutoff Date(s) to Receive Changes (specify day of month) 29th Day  
 Must Receive First Billing/Deductions by (specify day of month) 28th Day

**D. Due Date**

Effective Date of Policy and Due Date of First Premium will be (month, day, year)

**E. Eligibility**

Eligible Employees:  Salary Exempt and Non-Exempt  
 Wage and Hour Non-Exempt  
 Other

An Eligible employee is one who is actively at work on a full-time basis working at least 30 hours per week.

Total Eligible Employees 30

Employer Contribution 50% Employee Contribution 50%

New employees hired after Effective Date of Policy will be eligible for coverage after:

- 1st of month following employment  
 1st of month after 30 days of employment  
 Other

**F. Existing Coverage Available to Employees**

Disability Income Carrier None  Individual  Group Coverage Termination Date  
 Dental Carrier None  Individual  Group Coverage Termination Date  
 CI/Cancer Carrier None  Individual  Group Coverage Termination Date

## G. Products

### Disability

#### Plan Design

- Benefits are provided in conjunction with an HSA Plan  
 Benefits will be offered in conjunction with an IRS qualified pre-tax plan

- Benefit Period  90 Days  6 Months  1 Year  2 Years  3 Years  
Elimination Period  0/7  7/7  0/14  14/14  30/30  60/60  
 90/90  180/180  365/365

#### Optional Benefits – Employer Selectable

- Sickness Elimination Period Waiver - Available only if 7 or 14 day Elimination Period is selected for Sickness.  
 Loss of Work  Mental, Nervous, Alcohol and Drug Abuse  
 24 hour  Takeover (Prior carrier's policy and bill are required.)  
 Portability

#### Optional Benefits – Employee Selectable

- COBRA Benefit  Physical Therapy Benefit  ICU/CCU Benefit

### Accident Insurance

- Base Plan  Level 1  Level 2  Level 3  Level 4

#### Optional Benefits

- Hospital Intensive Care Unit Benefit  \$150  \$300  \$450  \$600  
 Fracture and Dislocation Benefit  \$750  \$1,500  
 Accident Total Disability Benefit (Elimination Period)  1 Day  7 Days  14 Days  30 Days  
 On-the-Job Coverage Benefit

### Critical Illness

#### Plan Design

- Benefits are provided in conjunction with a HSA Plan  
 Benefits will be offered in conjunction with an IRS qualified pre-tax plan

- Coverage choices  Vascular  Cancer  Other Critical Illnesses:  50%  100% (select one)

#### Optional Benefits – Employer Selectable

- Benefit Recurrence  Loss of Work  
 Takeover Benefit

#### Optional Benefits – Employee Selectable

- Health Screening Benefit  \$50  \$100  \$150 (select one)  
 Automatic Benefit Increase

### Term Life

- Plan Design  10 Year  20 Year

#### Optional Benefits – Employer Selectable

- Waiver of Premium  Loss of Work  
 Accidental Death and Loss of Sight Dismemberment  
 Additional Benefit Increase  
 Accelerated Living Benefit - Critical illness  25%  50%  100% (select one)  
 Takeover Benefit

### [Supplemental Health]

#### Base Plan

- |                             |  |                                 |                                 |                                 |
|-----------------------------|--|---------------------------------|---------------------------------|---------------------------------|
|                             | <input checked="" type="checkbox"/> Plan A | <input type="checkbox"/> Plan B | <input type="checkbox"/> Plan C | <input type="checkbox"/> Plan D |
| [Hospital Indemnity]        | [\$50-\$6,000/day]                         | [\$50-\$6,000/day]              | [\$50-\$6,000/day]              | [\$50-\$6,000/day]              |
| [Hospital First Occurrence] | [\$250-\$4,000/day]                        | [\$250-\$6,000/day]             | [\$250-\$6,000/day]             | [\$250-\$6,000/day]             |

#### Optional Benefits – Employer Selectable

- |  |                     |                     |                     |                     |
|--|---------------------|---------------------|---------------------|---------------------|
| <input type="checkbox"/> [Emergency Room]                              | [\$25-\$6,000/day]  | [\$25-\$6,000/day]  | [\$25-\$6,000/day]  | [\$25-\$6,000/day]  |
| <input checked="" type="checkbox"/> [ICU/CCU/Burn Unit Benefit]        | [\$50-\$12,000/day] | [\$50-\$12,000/day] | [\$50-\$12,000/day] | [\$50-\$12,000/day] |
| <input type="checkbox"/> [Surgical Schedule]                           | [\$500-\$8,000]     | [\$500-\$8,000]     | [\$500-\$8,000]     | [\$500-\$8,000]     |
| <input checked="" type="checkbox"/> [Diagnostic, Laboratory and X-ray] | [\$25-\$200]        | [\$25-\$200]        | [\$25-\$200]        | [\$25-\$200]        |
| <input type="checkbox"/> [Outpatient Office Visit]                     | [\$25-\$400]        | [\$25-\$400]        | [\$25-\$400]        | [\$25-\$400]        |
| <input type="checkbox"/> [Wellness]                                    | [\$35-\$600]        | [\$35-\$600]        | [\$35-\$600]        | [\$35-\$600]        |
| <input type="checkbox"/> [AD&D]  | [\$5,000-\$20,000]  | [\$5,000-\$20,000]  | [\$5,000-\$20,000]  | [\$5,000-\$20,000]  |
| <input checked="" type="checkbox"/> [Ambulance]                        | [\$100-\$500]       | [\$100-\$500]       | [\$100-\$500]       | [\$100-\$500]       |
| <input type="checkbox"/> [Other]                                       | [ ]                 | [ ]                 | [ ]                 | [ ]                 |

[If multiple plans are selected and plan availability is limited by class, please list what class of employees are eligible for each plan]

## H. State of Delivery

For the purpose of the Group Policy, the State of Situs will be **Arkansas**

### Employer's Authorization/Agreement

Kanawha Insurance Company, a Humana Company, (hereafter referred to as Kanawha) is authorized to contact the employees of the Employer, named herein, concerning insurance to be provided by Kanawha.

Authorization is given to send billings to the location named herein. The responsibility of remitting premiums in a timely manner to Kanawha on behalf of their employees, whether collected via payroll deduction or employer-paid, is that of the Employer or Plan Sponsor.

Any employee may voluntarily stop his or her payroll deduction by notifying the Employer or Plan Sponsor. The Employer or Plan Sponsor will forward written notice of an employee's request to stop deductions to Kanawha's home office. It is also the Employer's or Plan Sponsor's responsibility to notify Kanawha of an employee's termination. The Employer or Plan Sponsor does not assume any responsibility of coverage after cancellation of the deductions or termination of employment of any employee.

**Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.**

Dated at Anywhere, AR this 22nd day of February, 2010.

City

State

Signature of Officer or Person Approving Agreement

Signature of Licensed Insurance Producer

Title

Printed Name of Licensed Insurance Producer

Printed Name of Officer or Person Approving Agreement

License Identification Number of Insurance Producer

**GOVERNMENT ENTITIES AND CHURCHES ARE CONSIDERED NON-ERISA CASES. EMPLOYER GROUPS ELECTING OPTIONAL BENEFITS COVERAGE MAY BE SUBJECT TO THE TERMS AND CONDITIONS OF ERISA.**

**HUMANA**<sup>®</sup>  
*Specialty Benefits*

—Dental  
—Vision  
—Disability  
—Life  
—Workplace voluntary benefits

210 South White Street  
Post Office Box 7777  
Lancaster, South Carolina 29721-7777  
877-378-1505

*Kanawha Insurance Company is a Humana company.*

SERFF Tracking Number: HUMA-126563983 State: Arkansas  
 Filing Company: Kanawha Insurance Company State Tracking Number: 45301  
 Company Tracking Number: AR-10-002 KMG  
 TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity  
 Product Name: AR-10-002 KMG  
 Project Name/Number: AR-10-002 KMG/AR-10-002 KMG

## Supporting Document Schedules

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Flesch Certification	Approved-Closed	04/05/2010
<b>Comments:</b>			
<b>Attachment:</b>			
Flesch.pdf			

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b>	Application	Approved-Closed	04/05/2010
<b>Bypass Reason:</b>	Attached on form tab		
<b>Comments:</b>			

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Variability info cert	Approved-Closed	04/05/2010
<b>Comments:</b>			
<b>Attachment:</b>			
EOV cert.pdf			

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Variability info policy	Approved-Closed	04/05/2010
<b>Comments:</b>			
<b>Attachment:</b>			
8015 EOV policy.pdf			

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	rating info	Approved-Closed	04/05/2010
<b>Comments:</b>			
<b>Attachment:</b>			

*SERFF Tracking Number:* HUMA-126563983      *State:* Arkansas  
*Filing Company:* Kanawha Insurance Company      *State Tracking Number:* 45301  
*Company Tracking Number:* AR-10-002 KMG  
*TOI:* H14G Group Health - Hospital Indemnity      *Sub-TOI:* H14G.000 Health - Hospital Indemnity  
*Product Name:* AR-10-002 KMG  
*Project Name/Number:* AR-10-002 KMG/AR-10-002 KMG  
rating info.pdf

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

**COMPANY NAME:**

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

Form Number	Score
8015 AR	50.1
8115 AR	50.6

Signed: Donna Faulkenberry  
Name: Donna Faulkenberry  
Title: Compliance Specialist  
Date: 11/24/09

**KANAWHA INSURANCE COMPANY**  
210 South White Street, Post Office Box 610  
Lancaster, South Carolina 29721-0610  
Telephone Number 1-877-378-1505

Explanation of Variables for Group Supplemental Medical Indemnity Certificate  
Form 8115 3/10 AR

**Purpose and Use of Forms**

- Hard brackets “[ ]” have been used for variable information that will either be in or out of the Certificate based upon the proposed policyholder’s application and subject to the Company’s agreement.
- Brackets around numbers or alphas in a listing and punctuation or words such as “and”/”or” in a listing will be included or deleted as needed in order to make the statement read correctly.
- Numeric variables within the Certificate (including the Schedule and Eligibility sections) will always comply with the minimum statutory requirements of Arkansas.
- All names, locations, dates, amounts and other numbers, such as percents, time periods, page numbers, are illustrative and will vary from case to case. “John Doe” information will vary by customer. All variables will always comply with the minimum statutory requirements of Arkansas.
- Single bracketed ages represent current marketing parameters. Changed conditions such as implementation of a national health plan or changes to Medicare eligibility may necessitate future changes.
- No changes will be made to the forms which are outside the parameters of the variability described herein.
- The term “Employee” may be replaced by “Member,” “Associate” or other similar descriptive term.
- When bracketed “[ ]”, the terms “first day of”, “Calendar Month and “Calendar Year” may be replaced by “Plan Month” and “Plan Year” or other similar descriptive terms.
- On electronic versions only, embedded table of contents coding may appear on the screen as {TC....}. These are Word field codes and will not appear on printed hard copy versions.
- The final form issued to the consumer will not contain brackets denoting variable text.
- The use of variable text will be administered in a uniform and non-discriminatory manner and will not result in unfair discrimination.
- Only text included in this Statement will be allowed to be used on the referenced forms received by consumers.
- Any changes to variable text or permissible ranges will be submitted for approval prior to implementation.

*Note that the above variables will not be explained everywhere they appear.*

Use of the term “issued” below assumes that a benefit has been applied for by the proposed policyholder and agreed to by the Company.

Use of the “selected by the certificate holder” assumes that he/she has actively enrolled in a specific benefit or that the benefit is part of a package that he/she purchased.

Page number references below are to the page on which a referenced text begins.

**Certificate Face Page**

The Certificate face page contains sample illustrations for filing purposes.

**Page 2 – Table of Contents**

Optional benefits are bracketed. Page numbers will be adjusted accordingly.

**Page 3 – Insuring Information**

Policy number, Name and address will vary for each Policyholder. Policy effective date will vary by Policyholder. Date of Certificate will be customized for each insured depending upon the effective date of coverage.

**KANAWHA INSURANCE COMPANY**  
210 South White Street, Post Office Box 610  
Lancaster, South Carolina 29721-0610  
Telephone Number 1-877-378-1505

Explanation of Variables for Supplemental Medical Indemnity Insurance Policy 8015 3/10  
AR

**Purpose and Use of Forms**

- Hard brackets “[ ]” have been used for variable information that will either be in or out of the Policy based upon the proposed policyholder’s application and subject to the Company’s agreement.
- Brackets around numbers or alphas in a listing and punctuation or words such as “and”/”or” in a listing will be included or deleted as needed in order to make the statement read correctly.
- Numeric variables within the Policy (including the Schedule and Eligibility sections) will always comply with the minimum statutory requirements of Arkansas.
- All names, locations, dates, amounts and other numbers, such as percents, time periods, page numbers, are illustrative and will vary from case to case. “John Doe” information will vary by customer. All variables will always comply with the minimum statutory requirements of Arkansas.
- Single bracketed ages represent current marketing parameters. Changed conditions such as implementation of a national health plan or changes to Medicare eligibility may necessitate future changes.
- No changes will be made to the forms which are outside the parameters of the variability described herein.
- The term “Employee” may be replaced by “Member,” “Associate” or other similar descriptive term.
- When bracketed “[ ]”, the terms “first day of”, “Calendar Month and “Calendar Year” may be replaced by other similar descriptive terms as required by the terms of the policyholder’s plan.
- On electronic versions only, embedded table of contents coding may appear on the screen as {TC....}. These are Word field codes and will not appear on printed hard copy versions.
- The final form issued to the consumer will not contain brackets denoting variable text.
- The use of variable text will be administered in a uniform and non-discriminatory manner and will not result in unfair discrimination.
- Only text included in this Statement will be allowed to be used on the referenced forms received by consumers.
- Any changes to variable text or permissible ranges will be submitted for approval prior to implementation.

*Note that the above variables will not be explained everywhere they appear.*

Use of the term “issued” below assumes that a benefit has been applied for by the proposed policyholder and agreed to by the Company.

Page number references below are to the page on which a referenced text begins.

**Policy Face Page**

The Policy face page contains sample illustrations for filing purposes.

**Page 2**

**Table of Contents**

Optional benefits are bracketed. Page numbers will be adjusted accordingly.

**Page 3**

**Schedule** – This will print specifying classes of persons insured, those types of benefits provided by the policy, and the options and amounts issued. Policyholders will have the option of choosing multiple benefit design options to offer to different classes of employees. “Plan A”, “Plan B”, “Plan C” and “Plan D” are used for illustrative purposes only and are not intended to be the final marketing names of the benefit options. The marketing names will be substituted in at a later date once the names are finalized.

The following table illustrates benefit ranges available. Subject to the Company's agreement, proposed policyholders may select benefits from within the dollar ranges shown.

<b>Provision</b>	<b>Variability</b>
Hospital Indemnity Benefit	\$50 to \$6,000/day
Emergency Treatment Benefit Emergency Room Urgent Care Facility	\$25 to \$6,000 \$20 to \$4,800
First Occurrence Hospital Admission Benefit	\$250 to \$6,000/day, day[s] [1,2,3,4] [and/through/to] [2,3,4] \$250 to \$6,000/day, day[s] [2,3,4] [and/through/to] [3,4]
Waiver of Premium Benefit	Waives Certificate Premiums for not more than [six- 48 months]
Intensive Care, Cardiac Care and Burn Unit Benefit	\$50 to \$12,000/day
Surgical Schedule  Anesthesia Benefit (Always prints with Surgical Benefit)	Maximums are \$500, to \$8,000  10% to 40% of amount paid for surgery
Preoperative Visit Benefit (Only available if both Surgical Benefit and Second Surgical Opinion Benefit are in the policy.)	10% to 40% of surgical maximum benefit
Second Surgical Opinion Benefit (Only available if both Surgical Benefit and Preoperative Visit Benefit are in the policy.)	5% to 20% of surgical maximum benefit
Diagnostic Testing Benefit Outpatient Hospital  Doctors Office/Other Medical Facility	\$25 to \$200 if performed Outpatient Hospital  \$25 to \$140 if performed in a Doctor's office or other medical facility
Office Visit Benefit	\$25 to \$400
Health Screening Benefit	\$35 to \$600
Prescription Drug Benefit Generic Scripts Brand Name or Formulary Scripts	\$10 to \$40 \$15 to \$60
Ambulance Benefit	\$100 to \$500
Termination Waiver Benefit	Waives Certificate Premiums for not more than six- 48 months

Accidental Death, Dismemberment And Loss of Sight Benefit	
Insured	\$5,000 - \$20,000
Spouse	\$2,500 - \$10,000
Child	\$1,000 - \$4,000
	Pays 20%,25%,50% of above amounts for accidental dismemberment or loss of sight

**Page 10**

**ELIGIBILITY** – This section will print describing the classes of persons eligible as insureds and as covered dependents.

**Eligibility Requirements for Eligible Employees** – This section will print when the policyholder has specific eligibility requirements.

A variable field for naming of classes and number of hours to be eligible will print when an actively at work requirement exists.

[In order to Enroll, an Eligible [Employee] must be [Actively at Work (Active Employment)]:

[for [Named Class] Actively At Work means [15-40] hours per [week]]

[for [Other Named Class] Actively At Work means [15-40] hours per [week]]

Variable fields stating waiting periods for coverage will print when waiting periods apply. Non numeric bracketed texts “on Date of Employment” and “after Active Employment for” are illustrations and will vary from case to case.

[[[Waiting Periods for Eligible [Employees] are as follows:]

[[Named Class] [is/are] Eligible to Enroll [on Date of Employment]]

[[Other Named Class] [is/are] Eligible to Enroll [on Date of Employment] [after Active Employment for [0-365] days]]

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

Eligible [Employees] must be Age [18] but not more than Age [64]. The Maximum Renewal Age is to Age [65].

**Page 10**

**Additional Eligibility Requirements for Dependents** – This section will print if the policy covers spouse and/or children.

**[Additional Eligibility Requirements for Dependents**

Waiting Periods for Eligible [Employees] apply to their Eligible Dependents.

[Spouses must be Age [16-25] but not more than Age [64].] [A Spouse who is an Eligible [Employee] may be covered as an Insured or a Spouse, but not both.]

[Children must be Age [0-365] days but not more than Age [18-26].] [A child who is an Eligible [Employee] may be covered as an Insured or a Child, but not both.]

**START DATE OF INSURANCE** – The following variability is found in this section.

We may require Evidence of Insurability [during Enrollment] [if Enrollment takes place more than [30-90] days after [an] [a] [Employee] first becomes Eligible.]

**EFFECTIVE DATES FOR CHANGES IN AMOUNTS OF INSURANCE** – Dates are at policyholder request, subject to the company's agreement. Dates shown are illustrations and will vary from case to case.

**Page 11**

**HOSPITAL INDEMNITY BENEFIT**– The following variability is found in this section.

We will pay this Benefit for maximum of [15 - 365] days per confinement.

**EMERGENCY TREATMENT BENEFIT** – The following variability is found in this section.

For both Benefit levels combined, We will pay a maximum of:

- [one to eight] time[s] per Calendar Year per Covered Person: and
- [one to 16] time[s] per Calendar Year for all persons covered by a Certificate.

**FIRST OCCURRENCE HOSPITAL ADMISSION BENEFIT** – The following variability is found in this section.

If a confinement spans parts of two Calendar Years, We will pay one Benefit. This Benefit will be for the first Calendar Year. If a new confinement starts in the second Calendar Year, We will pay this Benefit for the confinement:

- if it is due to an unrelated Illness or Injury; or
- if it is due to the same or a related Illness or Injury and starts more than [30, 45, 60, 90, 120, 150, 180, 365] days after the earlier confinement ended

We will pay a maximum of:

- [one] time[s]per Calendar Year per Covered Person; and
- [one to 16] time[s] per Calendar Year for all persons covered by a Certificate.

**Page 12**

**WAIVER OF PREMIUM BENEFIT**– The following variability is found in this section.

We will waive Premiums from the first day of Total Disability when an Insured's Total Disability:

- starts while this Policy and His or Her Certificate are in force or in the Grace Period;
- starts before the Certificate Anniversary following His or Her [65<sup>th</sup>]birthday; and
- continues for at least [30, 45, 60, 90, 120, 150, 180, 365] days.

Waiver will start on the first day of Total Disability. We will waive Premiums:

- as they fall due while the [Employee] remains Totally Disabled; and
- for a maximum of [six to 48] months.

We will not waive Premiums after the date that this Policy ends.

If a period of Total Disability is caused by two or more Illnesses or Injuries, one [six to 48] month maximum will apply.

Two or more Total Disabilities less than [30, 45, 60, 90, 120, 150, 180, 365] days apart will apply to one [six to 48] month maximum if due to the same or related Illnesses or Injuries. Otherwise, if the Insured has returned to work for [one 30, 45, 60, 90, 120, 150, 180, 365] day[s], a new period of Total Disability will be subject to a new [six to 48] month maximum.

**INTENSIVE CARE, CARDIAC CARE AND BURN UNIT BENEFIT** – This benefit will print if selected by the policyholder and approved by the company.

The following variability is found in this section.

We will pay this Benefit for a maximum of [one to 365] day[s] in a Calendar Year.

**SURGICAL BENEFIT** – This benefit will print if selected by the policyholder and approved by the company.

**ANESTHESIA BENEFIT** – This benefit will print when the Surgical Benefit prints.

### Page 13

**PREOPERATIVE VISIT BENEFIT** and **SECOND SURGICAL OPINION BENEFIT** – These benefits will print if provided by the policy and the Surgical Benefit is selected by the certificate holder. These two benefits can only be selected if the Surgical Benefit is present. When the Surgical Benefit is present, the Preoperative Visit Benefit and Second Surgical Opinion Benefit are either both present or both absent.

**PREOPERATIVE VISIT BENEFIT** – The following variability is found in this section.

This Benefit is limited to [one, two, three] Preoperative Visit[s] per proposed surgery.

**SECOND SURGICAL OPINION BENEFIT** – The following variability is found in this section.

This Benefit is limited to [one, two, three] Second Surgical Opinion[s] per proposed surgery.

**DIAGNOSTIC TESTING BENEFIT** – This benefit will print if selected by the policyholder and approved by the company.

We have included a bracketed bullet item, “additional test; and” as a placeholder for covered tests that we may later add to policy coverage, for example, when a listed test is obsolescent and should be replaced.

The following variability is found in this section.

This Benefit is limited to:

- [one to 20] service[s] per Calendar Year per Covered Person; and
- [one to 40] service[s] per Calendar Year for all Covered Persons of a Certificate.]

The following prints in the third paragraph of this section when the Health Screening Benefit is present.

- for which the Health Screening Benefit is payable.

**OFFICE VISIT BENEFIT** – This benefit will print if selected by the policyholder and approved by the company.

The following will print in second paragraph of this section when the Preoperative Visit Benefit is present.

- is not a Preoperative Visit;

The following will print in second paragraph of this section when the Second Surgical Opinion Benefit is present.

- is not a Second Surgical Opinion;

The following will print in the second paragraph of this section when the Emergency Treatment Benefit is present.

- care for which the Emergency Treatment Benefit is payable;

The following variability is found in the third paragraph of this section.

For a Covered Person, this Benefit is limited to:

- [one to 12] visit[s] per Calendar Year for any one Illness or Injury; and
- [one to 20] visit[s] per Calendar year for all Illnesses and Injuries.

The following variable is found in the fourth paragraph of this section.

For a Certificate, this Benefit is limited to [one to 40] Office Visit[s] per Calendar Year.

#### Page 14

**HEALTH SCREENING BENEFIT** – This benefit will print if selected by the policyholder and approved by the company.

In each column of the table, we have indicated “Additional Test” as a placeholder for covered tests that we may later add to policy coverage, for example, when a listed test is obsolescent and should be replaced.

The following variability appears in the paragraph immediately after the table of covered tests.

This Benefit is limited to:

- [tests performed [more than [30, 60, 90, 120,180, 365] days after] the Date of Certificate;]
- [one to five] screening[s] per Calendar Year per Cover Covered Person; and
- [one to fifteen] screening[s] per Calendar Year per Certificate.

In this section, the following will print when the company issues the policy on a replacement basis.

The [30, 60, 90, 120,180, 365] -day period will be reduced by one day for each day that Replaced Coverage was in force.

**PRESCRIPTION DRUG BENEFIT** – This benefit will print if selected by the policyholder and approved by the company.

The following variability will appear in the fifth paragraph of this section.

This Benefit is limited to:

- [one to eight] script[s] per Covered Person per Calendar Month;
- [one to 12] script[s] per Certificate per Calendar Month;
- [10 to 40] script[s] per Covered Person per Calendar Year; and
- [10 to 144] script[s] Certificate per Calendar.

**Page 15**

**AMBULANCE BENEFIT** – This benefit will print if selected by the policyholder and approved by the company.

The following variability appears in this section.

- This Benefit is limited to:
- [one to four times] per Calendar Year per Covered Person; and
- [three to 12] times per Calendar Year per Certificate.

**TERMINATION WAIVER BENEFIT** – This benefit will print if selected by the policyholder and approved by the company.

The following variability appears in this section.

We will waive Premiums:

- as they fall due while the Insured remains Totally Disabled; and
- while the Insured remains unemployed; and
- for a maximum of [6-48] months.

**ACCIDENTAL DEATH, DISMEMBERMENT AND LOSS OF SIGHT BENEFIT** – This benefit will print if selected by the policyholder and approved by the company.

The following variability appears in this section.

A covered loss is one that:

- takes place while the Certificate is in force;
- is due to Injuries from an Accident; and
- takes place within [30-180] days after the Accident causing Injuries.

We will pay [20 to 50%] of the Accidental Death Benefit for Accidental loss of:

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

**Page 16**

**BENEFIT CONDITIONS, LIMITATIONS AND EXCLUSIONS** – The following variability appears immediately below the heading in this section.

Any loss due to a Pre-existing Condition will not be covered if the loss begins within [6-12] months after the Covered Person's Start Date of Insurance.

The following will print when the company issues the policy on a replacement basis.

Benefits may be paid for a loss due to a Pre-existing Condition of a Covered Person who was covered:

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

1. We will review the claim. If this Policy's Pre-Existing Condition Exclusion does not apply, We will pay the Benefits of this Policy.

2. If the Covered Person does not satisfy this Policy's Pre-Existing Condition Exclusion, but can satisfy the Replaced Coverage's pre-existing condition exclusion giving credit for all time insured under both policies; then We will pay the lesser of:
  - (a) this Policy's Benefit without applying the Pre-Existing Condition Exclusion; or
  - (b) the Benefit of the Replaced Coverage.

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

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

## Page 17

**NOTICE OF CLAIM** – The following variability appears in this section.

Written notice of Claim must be given to Us within [30-90] days after the date of a loss. If that is not possible, We must be notified as soon as it is reasonably possible to do so.

When We receive written notice of Claim, We will send Claim Forms. If the Claim Forms are not received within [15-90] days after the notice is sent, written Proof of claim can be sent to Us without waiting for the forms.

**PROOF OF LOSS** – The following variability appears in this section.

Proof of Loss must be given to Us within [90-365] days after a loss occurs or starts.

Under Proof of Loss, the following will print if the Waiver of Premium Benefit and/or the Termination Benefit is selected.

[For the [Waiver of Premium Benefit] [and] [the Termination Waiver Benefit], We may require Proof of Loss on a monthly basis. We will not require such Proof of Loss on a monthly basis when it is no longer reasonably necessary to do so.]

## Page 18

**PAYMENT OF CLAIMS** – The following variability appears in this section.

If Benefits are payable to an estate or to a Beneficiary who cannot give Us a valid release, We can pay up to [\$1,000-2,500] to someone related to the Insured, by blood or marriage, whom We find is justly entitled to payment. Such a payment made in good faith will discharge Us to the extent of the amount paid.

**TIME PAYMENT OF CLAIMS** – The following variability appears in this section.

Payment will be issued when We receive Proof of Loss acceptable to Us but not later than [30 (or other lesser time mandated per state requirements)] days after receipt of Proof of Loss.

**CONTINUATION OF INSURANCE** – Either or both of the following variables will be included if selected by the policyholder and approved by the company.

[For Non-Medical Reasons

The Policyholder may keep insurance for up to [three (3) - twelve (12) months] for Insured persons absent from work due to temporary layoff, suspension of business operations, or Policyholder-approved leave of absence.]

In the following, “the date from which We approve a Waiver of Premium” will print if certificates may contain the Waiver of Premium Benefit or the Termination Waiver Benefit.

[For Medical Reasons

The Policyholder may keep insurance for Insured persons absent from work for health reasons. This continuation will end on the earliest of the following dates:

- [30-180] after absence began;
- [the date from which We approve a Waiver of Premium;] [or]
- the Policy termination date.]

## Page 19

**TERMINATION OF INSURANCE – COVERED PERSONS** – The following variability appears within this section.

For a Covered Person, all insurance under this Policy ends at the end of the [Certificate Month]:

- if a Spouse, when the Spouse reaches Age [65];
- if a Child, when the Child reaches Age [18-26]]; or
- when He or She is no longer eligible for this insurance.

**POLICY AMENDMENT** – The following variability appears within this section.

On any Policy Renewal Date, We may amend this Policy to add, modify or delete Benefits or other terms. We will give the Policyholder at least [30-180] days advance written notice of any such change.

## Page 20

**POLICY TERMINATION** — The following variability appears in this section.

[If The Policyholder has the right to cancel this Policy on any Premium due date. Written notice must be given to Us at least [30-365] days before the date this Policy is to end.

We have given a Rate Guarantee, We will not cancel this Policy except at the end of such Rate Guarantee period.] We will give the Policyholder at least [30-180] days’ notice before this Policy is to end.

In the preceding paragraph, the sentence, “If We have given a Rate Guarantee . . . .” will appear if the policyholder has requested, and the company approved a rate guarantee.

**CHANGE IN PREMIUM** – In this Section, all bullet items are defaults which will print unless the policyholder requests otherwise and the company agrees. The sentence, “If the Company has given a Rate Guarantee . . . .” will appear if the company has provided a rate guarantee to the policyholder.

The following variability appears in this section.

We may change the Premium rates:

- [when the number of Insureds covered changes by [20% or any other percentage] or more after the Date of Policy, or the last renewal date, if later;]
- [when the number of Insureds covered falls below [any integer or “Not Applicable”] after the Date of Policy, or the last renewal date, if later;]
- [whenever Policy terms or conditions are modified;]
- [there is a material change in the risk insured;]
- [the Policyholder is sold or merges with another entity];
- [the Policyholder purchases, acquires or establishes a new affiliate or subsidiary]; or

- [on any Policy Renewal Date.]

[If the Company has given a Rate Guarantee, We will not change Premiums except at the end of such Rate Guarantee period.]

We will provide the Policyholder with at least [30-180, but never below any state requirement] days advance notice of any Premium rate change.

## Page 22

**FIDUCIARY** – This will print if the policy is one governed by ERISA requirements, typically one where the relationship between the policyholder and certificate holders is one of employer/employee.

**INCONTESTABILITY** – The following variability appears in this section.

We will not contest the validity of the Policy except for nonpayment of Premiums after it has been in force for [six (6) months to two (2)] years from its Date of Policy.

Except for claims incurred within [six (6) months to two years (2)] after a Covered Person's Start Date of Insurance, no statement made by any person insured when applying for insurance will be used to contest the validity of that insurance after:

- the insurance has been continuously in force for [six (6) months to two (2)] years during the lifetime of the person insured; and
- unless it is contained in a written form signed by the Insured.

**LEGAL ACTIONS** – The following variability appears in this section.

Legal action cannot be taken against Kanawha Insurance Company:

- Sooner than 60 days after due Proof of Loss has been filed; or
- Later than [3 to 7 based on Situs State requirements] years after the time written Proof of Loss is required to be filed according to the terms of this Policy.

**Actively at Work** – This will print if eligibility has an employment requirement.

The following will print with variations appropriate to the coverage/non coverage of part-time or temporary workers.

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

The following will print with variations appropriate to the coverage/non coverage of striking workers.

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

The following will print if insurance is based on an employer/employee relationship.

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

## Page 23

**Ambulance** – This will print if the policy provides the related benefit.

**Association** – This will print if the policy provides the related benefit.

**Burn Unit** – This will print if the policy provides the related benefit.

**Calendar Month** and **Calendar Year** – These will print depending upon the eligibility and waiting period requirements.

**Cardiac Care Unit (CCU)** – This will print if the policy provides the related benefit.

#### **Page 24**

**Certificate Month** – This will print if necessary for administration of the policy and certificates.

**Child (Children)** – This will print if the policy is one which will cover children.

**Covered Employee** – This will print when the policyholder certificate holder relationship is one of employer/employee.

**Covered Member** – This will print when appropriate to the case, for example, when the policyholder is an association.

**Credit Union** – This will print when the policyholder is a credit union.

#### **Page 25**

**Eligible Dependents** – This will print when the policy will cover spouse and/or children.

**Eligible Employee** – This will print when the policyholder certificate holder relationship is one of employer/employee or employment is a criteria for coverage.

**Eligible Person** – This will print when the policyholder certificate holder relationship is not employer/employee, for example, if the policyholder is an association.

**Employer** – This will print when the policyholder certificate holder relationship is one of employer/employee or employment is a basis for coverage.

#### **Page 26**

**Illness (III)** – The following will print when the company issues the policy on a replacement basis.

The 30-day period will be reduced by one day for each day that a Replaced Policy was in force.

The [300 to 365 day] period will be reduced by one day for each day that a Replaced Policy was in force.

**Intensive Care Unit (ICU)** – This will print if the policy provides the related benefit.

These will print if the policy provides the related benefit and it is selected by the certificate holder.

#### **Page 27**

**Loss of Foot**

**Loss of Hand**

**Loss of Sight**

**Loss of Sight** – Variability in this definition is as follows.

The corrected visual acuity must be:

- less than [20/200-20-400];or
- a visual field restriction to [15-30] degrees or less in both eyes.

There must be clear proof that blindness has continued without interruption for a period of at least [six (6)-twelve (12)] consecutive months after diagnosis.

**Member** – This will print when the policyholder certificate holder relationship is not employer/employee, for example, if the policyholder is an association.

**Office Visit** – This will print if the policy provides the related benefit.

**Pre-Existing Condition** – The following variability will appear in this definition.

**Pre-existing Condition** means a condition which a Doctor has treated or for which a Doctor has advised treatment of the Covered Person within [6-12] months before the Covered Person's Start Date of Insurance. It is also one which would cause a person to seek diagnosis or care within the same [6-12]-month period.

**Preoperative Visit** – This will print if the policy provides the related benefit.

**Prescription Drug** – This will print if the policy provides the related benefit.

## Page 28

**Rate Guarantee** – This will print when the company provides the policyholder with a rate guarantee.

**Replaced Policy** – This will print when the company issues the policy on a replacement basis.

**Second Surgical Opinion** – This will print if the policy provides the related benefit.

**Spouse** – This will print when the policy provides coverage for spouses. Variability will comply with state and policyholder requirements.

**KANAWHA  
INSURANCE COMPANY**

March 29, 2010

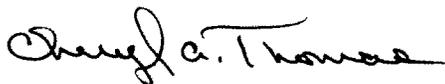
Arkansas Department of Insurance

**RE: Kanawha Insurance Company  
Group Medical Indemnity Supplemental Policy Form No. 8015 3/10  
AR  
Group Medical Indemnity Certificate Form No. 8115 3/10 AR  
Employer Master Application for Group Voluntary Products Form No.  
1380 3/10 AR**

To Whom It May Concern:

This letter provides confirmation that the above Form Number is a "Forms Only" filing. The above referenced forms replace the versions previously approved by the Department on December 1, 2009 (SERFF Tracking No.HUMA-126364952). There is no rate impact as a result of this form filing.

Please let me know if you have any questions. I can be reached at (502) 580-1691 or by email at [cthomas13@humana.com](mailto:cthomas13@humana.com).



Cheryl A. Thomas, ASA, MAAA  
Actuary – Specialty Benefits  
Humana, Inc.  
P.O. Box 1438  
Louisville, KY 40201-1438