

SERFF Tracking Number: CAIC-126646797 State: Arkansas
Filing Company: Continental American Insurance Company State Tracking Number: 45783
Company Tracking Number: 7648
TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness
Limited Benefit
Product Name: NGAA Critical Illness
Project Name/Number: NGAA Critical Illness/7648

Filing at a Glance

Company: Continental American Insurance Company

Product Name: NGAA Critical Illness SERFF Tr Num: CAIC-126646797 State: Arkansas
TOI: H07G Group Health - Specified Disease - SERFF Status: Closed-Approved- State Tr Num: 45783
Limited Benefit Closed
Sub-TOI: H07G.001 Critical Illness Co Tr Num: 7648 State Status: Approved-Closed
Filing Type: Form Reviewer(s): Rosalind Minor
Author: Cindy Lama Disposition Date: 07/14/2010
Date Submitted: 05/26/2010 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: NGAA Critical Illness
Project Number: 7648
Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments: AR is association's domicile.

Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 07/14/2010

Market Type: Group
Group Market Size: Small and Large
Group Market Type: Association
Explanation for Other Group Market Type:
State Status Changed: 07/14/2010
Created By: Cindy Lama
Corresponding Filing Tracking Number: 7648

Deemer Date:

Submitted By: Cindy Lama

Filing Description:

Please see Cover Letter under supporting Documentation tab.

National Guard Association of Arkansas, Inc.

Enclosed: Bylaws & Articles of Incorporation

Company and Contact

Filing Contact Information

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Cindy Lama, Compliance Analyst companycompliance@caicworksite.com
 2801 Devine Street 888-730-2244 [Phone] 4333 [Ext]
 Columbia, SC 29205 803-929-4992 [FAX]

Filing Company Information

Continental American Insurance Company CoCode: 71730 State of Domicile: South Carolina
 2801 Devine Street Group Code: Company Type: LAH
 Columbia, SC 29205 Group Name: Continental Amer Ins State ID Number:
 Co
 (803) 256-6265 ext. [Phone] FEIN Number: 57-0514130

Filing Fees

Fee Required? Yes
 Fee Amount: \$300.00
 Retaliatory? No
 Fee Explanation: Filing or review of life and health policy/contracts, endorsements, certificate, riders, applications
 or annuity forms, per form...\$50.00.
 6 forms x \$50 = \$300.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Continental American Insurance Company	\$300.00	05/26/2010	36827841

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	07/14/2010	07/14/2010
Disapproved	Rosalind Minor	07/07/2010	07/07/2010

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Master Policy	Cindy Lama	06/01/2010	06/01/2010
Form	Certificate of Insurance	Cindy Lama	06/01/2010	06/01/2010
Supporting Document	Amendment Letter 6-1-2010	Cindy Lama	06/01/2010	06/01/2010

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Status of Filing	Note To Filer	Rosalind Minor	06/28/2010	06/28/2010
status Update	Note To Reviewer	Cindy Lama	06/28/2010	06/28/2010

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Supporting Document	AR Association Checklist	Approved-Closed	Yes
Supporting Document	Bylaws & Articles of Incorporation	Approved-Closed	Yes
Supporting Document	Amendment Letter 6-1-2010	Approved-Closed	Yes
Form (revised)	Master Policy	Approved-Closed	Yes
Form	Master Policy	Replaced	Yes
Form (revised)	Certificate of Insurance	Approved-Closed	Yes
Form	Certificate of Insurance	Replaced	Yes
Form	Master Application	Approved-Closed	Yes
Form	Enrollment Application	Approved-Closed	Yes
Form	Dependent Children Rider	Approved-Closed	Yes
Form	Additional Benefits Rider	Approved-Closed	Yes

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Form	Enrollment Application	Approved-Closed	Yes
Form	Dependent Children Rider	Approved-Closed	Yes
Form	Additional Benefits Rider	Approved-Closed	Yes

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Note To Filer

Created By:

Rosalind Minor on 06/28/2010 02:56 PM

Last Edited By:

Rosalind Minor

Submitted On:

07/14/2010 12:57 PM

Subject:

Status of Filing

Comments:

The filing is still under review. It is presently in the Legal Department. I had a question with respect to the association being established as a broker with AFLAC and receiving 30% of the commission.

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Amendment Letter

Submitted Date: 06/01/2010

Comments:

Please see attached letter & revisions.

Thank you.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
CAI2800AR-NGAA	Policy/Contr act/Fraternal Policy Certificate	Master	Initial				42.000	CAI2800AR-NGAA.pdf
CAI2801AR-NGAA	Certificate	Certificate of Initial Insurance					40.000	CAI2801AR-NGAA.pdf

Supporting Document Schedule Item Changes:

User Added -Name: Amendment Letter 6-1-2010

Comment:

Amendment Letter 6-1-2010.pdf

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Form Schedule

Lead Form Number: CAI2800AR-NGAA

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 07/14/2010	CAI2800AR-NGAA	Policy/Cont ract/Fraternal Certificate	Master Policy	Initial		42.000	CAI2800AR-NGAA.pdf
Approved-Closed 07/14/2010	CAI2801AR-NGAA	Certificate	Certificate of Insurance	Initial		40.000	CAI2801AR-NGAA.pdf
Approved-Closed 07/14/2010	CAI2810-NGAA	Application/ Enrollment Form	Master Application	Initial		40.000	CAI2810-NGAA.pdf
Approved-Closed 07/14/2010	CAI2811 9-08-NGAA	Application/ Enrollment Form	Enrollment Application	Initial		42.000	CAI2811 9-08-NGAA.pdf
Approved-Closed 07/14/2010	CAI2821AR-NGAA	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Dependent Children	Initial		43.000	CAI2821AR-NGAA.pdf
Approved-Closed 07/14/2010	CAI2835AR-NGAA	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Additional Benefits	Initial		40.000	CAI2835AR-NGAA.pdf



CONTINENTAL AMERICAN INSURANCE COMPANY

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

GROUP CRITICAL ILLNESS POLICY

Based on the Application for this Group Insurance Policy (herein called the Plan) made by

NATIONAL GUARD ASSOCIATION OF ARKANSAS, INC.
(herein called the Policyholder)

and based on the payment of the premium when due, the Company agrees to pay the benefits provided on the following pages.

**THIS IS A LIMITED POLICY. PLEASE READ IT CAREFULLY
THIS POLICY PROVIDES BENEFITS FOR THE CRITICAL ILLNESSES LISTED.
IT DOES NOT PROVIDE BENEFITS FOR ANY OTHER SICKNESS OR CONDITION.**

This Plan becomes effective at 12:01 a.m. Standard Time at the Policyholder's address on the Effective Date shown below. It may be continued in effect by the payment of premiums as provided in Section II. The Plan will terminate as provided in the provision titled "Termination of the Plan" in Section I.

The first anniversary of this Plan will be the Anniversary Date shown below. "You" and "your" refer to the Insured or any other Insured under Family Coverage. "We", "us", and "our" refer to the Company. The Policyholder may add new Members or Dependents from time to time in accordance with the terms of the Plan. Subsequent anniversaries of the Plan will be the same date each year thereafter.

All matter printed or written by the Company on the following pages forms a part of this Plan as if recited over the signature below. This Plan is a legal contract between the Company and the Policyholder. This Plan is delivered in and is governed by the laws of the jurisdiction shown below.

In witness whereof the Company has caused this Plan to be executed at our Home Office in Columbia, South Carolina on the Effective Date.

READ THIS POLICY CAREFULLY.
Signed for the Company at our Home Office.

President

Countersigned by _____
Licensed Resident Agent (if required by your state)

Any certificates issued in the State of Arkansas are governed by State of Arkansas.

Group Policy Number - [1234]
Effective Date - [March 1, 2008] **Anniversary Date -** [March 1, 2009]
Jurisdiction - Arkansas **Non-Participating**

GROUP POLICY PROVISIONS

- SECTION I** - Eligibility, Effective Date and Termination
- SECTION II** - Premium Provisions
- SECTION III** - General Definitions / Benefit Definitions
- SECTION IV** - Benefit Provisions
- SECTION V** - Limitations and Exclusions
- SECTION VI** - Claim Provisions
- SECTION VII** - General Provisions
- SECTION VIII** - Benefit Schedules
- SECTION IX** - Occupational Classifications
- SECTION X** - Schedule of Premiums

SECTION I - ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

ELIGIBILITY

Member as used in this Plan, means a person insured under this Plan who is:

1. a member of the Policyholder's group, or an eligible Spouse of the Member;
2. under age 70; and
3. engaged in full-time work; and
4. included in the class of Members eligible for coverage as shown on the application.

EFFECTIVE DATE

The Effective Date of this Plan is shown on Page 1 of this form.

The Effective Date for a Member is as follows:

1. A Member's insurance will be effective on the date shown on the Certificate Schedule provided the Member is then actively at work.
2. If a Member is not actively at work on the date coverage would otherwise become effective, the Effective Date of his coverage will be the date on which such Member is first thereafter actively at work.

The Effective Date for a Spouse or Dependent Child is the date shown on the Schedule Page subject to the following:

1. The date the Member's insurance is effective for a Spouse or Dependent Child who is eligible on that date; for whom coverage is applied for and premium paid; and who are not hospital confined.
2. At 12:00 a.m. Standard Time, on the day a Spouse or Dependent Child is no longer hospital confined if the Spouse or Dependent Child was otherwise eligible for coverage on the date the Member's insurance became effective.
3. For a Spouse or Dependent Child eligible on or first acquired after the Member's Effective Date, the Effective Date will be:
 - a. For newborn children, the Effective Date is the moment of birth (see Section III, Definitions, Insured).
 - b. For other than newborn children, the date we assign after approving the application for such coverage.

TERMINATION OF THE PLAN

The Plan will cease if the premium is not paid before the end of the Grace Period.

After the end of the first Plan year, the Company has the right to cancel the Plan on the day prior to the date any premium is due by giving 31 days written notice. The Plan will terminate when the number of participating Members is less than the number mutually agreed upon by the Policyholder and the Company in writing.

In these events, this Plan and all certificates issued hereunder will terminate on such date at 12:01 a.m. Standard Time at the Policyholder's address. This will be without prejudice to the rights of any Insured as respects any claim arising during the period the Plan is in force.

The Policyholder has the sole responsibility to notify Members of such termination.

TERMINATION OF AN MEMBER'S INSURANCE

A Member's insurance will terminate on the earliest of:

1. the date the Plan is terminated;
2. on the 31st day after the premium due date if the required premium has not been paid;
3. on the date he ceases to meet the definition of a Member as defined in the Plan; or
4. on the date he is no longer a member of the class eligible.

Insurance for an insured Spouse or Dependent Child will terminate the earliest of:

1. the date the Plan is terminated;
2. on the 31st day after the premium due date if the required premium has not been paid;
3. the premium due date following the date the Spouse or Dependent Child ceases to be a dependent;
4. the premium due date following the date we receive your written request to terminate coverage for your Spouse and/or all Dependent Children.

Termination of the insurance on any Insured shall be without prejudice to his rights as regarding any claim arising prior thereto.

[Portability Privilege

When coverage would otherwise terminate under this Plan because a Member ends membership with the Policyholder, they may elect to continue coverage. The coverage that may be continued is that which the Member had on the date their membership terminated, including Dependent coverage then in effect.

1. Coverage may not be continued for any of the following reasons:
 - a. the Member failed to pay any required premium;
 - b. this Group Policy terminates.
2. To keep the Certificate in force the Member must:
 - a. make written Application to the Company within 31 days after the date their insurance would otherwise terminate;
 - b. pay the required premium to the Company no later than 31 days after the date the Certificate would otherwise terminate.
3. Insurance will cease on the earliest of these dates:
 - a. the date the Member fails to pay any required premium;
 - b. the date this Group Policy is terminated.

If a Member qualifies for this Portability Privilege as described, then the same Benefits, Plan Provisions, and Premium Rate as shown in their Certificate as previously issued will apply.]

SECTION II - PREMIUM PROVISIONS

PREMIUM CALCULATIONS

Premiums payable on any premium due date for insurance will be calculated in accordance with the Schedule of Premiums. [The rates shown in this Schedule can be changed [annually].] The Company will give the Policyholder written notice 31 days prior to the date any change in rates is to be effective.

PREMIUM PAYMENTS

The first premiums are due on the Effective Date of this Plan. After that, premiums are due on the first day of each month that the Plan remains in effect.

Aggregate premiums for this Plan are to be paid to the Company at our Home Office in Columbia, South Carolina. Payment of any premium will not keep the Plan in force beyond the due date of the next premium, except as set forth in the Grace Period.

GRACE PERIOD

This Plan has a 31-day Grace Period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the next 31 days. During the Grace Period, the Plan will stay in force, unless the Policyholder has given the Company written notice of discontinuance of the Plan.

SECTION III - GENERAL DEFINITIONS / BENEFIT DEFINITIONS

Whenever a male pronoun is used, it includes the female unless the context clearly shows otherwise.

Actively at Work to be considered “actively at work”, a Member must perform for a full normal workday the regular duties of his employment at the regular place of business or at a location to which he may be required to travel to perform the regular duties of his employment.

Critical Illness means such illness shown in the Schedule and as defined in this Plan.

Date of Diagnosis means for:

[**Cancer and/or carcinoma in situ:** The day the tissue specimen, blood samples and/or titer(s) are taken on which the first diagnosis of cancer or carcinoma in situ is based.]

[**Heart attack:** The date that the death (infarction) of a portion of the heart muscle occurred based on the criteria listed under the Heart Attack definition.]

[**Stroke:** The date a stroke occurred based on documented neurological deficits and neuroimaging studies.]

[**Kidney failure:** The date that a doctor or physician recommends that an Insured begin renal dialysis.]

[**Major organ transplant surgery or coronary artery bypass surgery:** The date the surgery occurs for covered transplants or covered coronary artery bypass surgery.]

Dependent Child(ren) means your natural children, step-children, legally adopted children or children placed for adoption, who are unmarried, chiefly dependent on you or your Spouse for support; and younger than age 25.

However, if any child is incapable of self-sustaining employment due to mental retardation or physical handicap and is dependent on a parent(s) for support, the above age of twenty-five (25) shall not apply. Proof of such incapacity and dependency must be furnished to the Company.

Doctor or Physician means any licensed practitioner of the healing arts acting within the scope of his license in treating a Critical Illness. It doesn't include an Insured or their family member.

Member means the Insured as shown in the Certificate Schedule.

Family Member means an Insured's spouse, son, daughter, mother, father, sister, or brother.

Full-time Work means a Member is spending at least [30] hours per week performing his occupational duties.

Illness means sickness or disease which first manifests while the Insured's coverage is in force [and after any applicable Waiting Period.] Any loss due to illness must begin while the Insured's coverage is in force.

Injury means bodily injury solely due to an accident. It includes all complications of and all injuries from the same accident.

Insured(s) -

1. If Member coverage is shown in the Certificate Schedule, we insure the Member.
2. If coverage is for the Spouse of an eligible Member, we insure the Insured as shown on the Certificate Schedule.
3. Coverage for Dependent Children may be included in an attached rider (if applicable).
4. If any person who would otherwise be an Insured is specifically excluded from coverage by endorsement to the Certificate or by the application, then such person shall not be an Insured.
5. Any other additions to the Insured class must be added by endorsement after applying to the Company.

Pathologist means a doctor, other than an Insured or a family member, who is licensed to practice medicine and who is also licensed to practice pathologic anatomy by the American Board of Pathology. A Pathologist also means an Osteopathic Pathologist who is certified by the Osteopathic Board of Pathology.

Spouse means a Member's legal wife or husband.

[**Successor Insured** - If a Member dies while covered under a Certificate, then their surviving Spouse shall become the Insured if such Spouse is an Insured. If there is no surviving Spouse covered under the Certificate, then the Certificate shall terminate on the next premium due date.]

Treatment means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

Treatment free means a period of time without the consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

[**Waiting Period** means the number of days after the Effective Date before we will pay benefits for loss due to a Critical Illness. We won't pay benefits for a Critical Illness that begins during the Waiting Period.]

BENEFIT DEFINITIONS

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

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

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

specimen.

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

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

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

We will pay benefits for a Clinical Diagnosis only if:

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

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

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

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

[Major Organ Transplant means undergoing surgery as a recipient of a transplant of a human heart, lung, liver, kidney, or pancreas.]

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

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

SECTION IV - BENEFITS

Critical Illness Benefit

We will pay this benefit when an Insured is diagnosed with one of the Critical Illnesses shown on the Certificate Schedule if:

1. [The date of diagnosis is after the Waiting Period;]
2. The date of diagnosis is while the his coverage is in force; and
3. It is not excluded by name or specific description in the Certificate.

[If the date of diagnosis of a Critical Illness occurs during the Waiting Period, the Certificate may be returned for a full refund of premium.]

The Certificate's Initial Maximum Benefit amount is shown in the Schedule. If the Schedule shows a Maximum Benefit Reduction Date, a Certificate's Maximum Benefit will be reduced to the Reduced Maximum Benefit Amount, also shown in the Schedule, on that date. Benefits will be based on the Maximum Benefit amount in effect on the Critical Illness Date of Diagnosis. Any partial benefits paid will be deducted from the appropriate Critical Illness.

Payment of benefits is subject to the following:

1. We will pay benefits for a Critical Illness in the order the events occur.
2. [No benefits are payable for each different Critical Illness after the first unless its date of diagnosis is separated from the prior different Critical Illness by at least [6] months and it is not caused by or contributed to by a Critical Illness for which benefits have been paid.]
3. [Once benefits have been paid for a Critical Illness, no additional benefits are payable for that same Critical Illness unless the dates of diagnosis are separated by at least [12] months [or for cancer [12] months treatment free) Cancer that has spread (metastasized) even though there is a new tumor, will not be considered an additional occurrence unless you have been treatment free for [12] months].]

[Health Screening Benefit (Calendar Year Limit)

We will pay the amount shown in the Benefit Schedule for Health Screening Tests performed [after the Waiting Period and] while an Insured's coverage is in force. This Benefit is payable once per calendar year up to the Maximum Benefit amount shown in the Benefit Schedule. Payment of this benefit will not reduce the benefit amount payable for Critical Illness.

Health Screening Tests include but are not limited to:

1. Stress test on a bicycle or treadmill,
2. Fasting blood glucose test,
3. Blood test for triglycerides,
4. Serum cholesterol test to determine level of HDL and LDL,
5. Bone marrow testing,
6. Breast ultrasound,
7. CA 15-3 (blood test for breast cancer),
8. CA 125 (blood test for ovarian cancer),
9. CEA (blood test for colon cancer),
10. Chest X-ray,
11. Colonoscopy,
12. Flexible sigmoidoscopy,

13. Hemocult stool analysis,
14. Mammography,
15. Pap smear,
16. PSA (blood test for prostate cancer),
17. Serum Protein Electrophoresis (blood test for myeloma),
18. Thermography.

There is no limit to the number of years an Insured can receive benefits for Health Screening Tests, as long as this Plan is in force.

We will pay this benefit regardless of the results of the test.]

SECTION V - LIMITATIONS AND EXCLUSIONS

[This Plan contains a 30-day "Waiting Period". This means no benefits are payable for any Insured who has been diagnosed before their coverage has been in force 30 days from their Effective Date. If an Insured is first diagnosed during the "Waiting Period", benefits for treatment of that Critical Illness will apply only to loss commencing after 12 months from their Effective Date; or, at the Member's option, they may elect to void the Certificate from the beginning and receive a full refund of premium.]

[PRE-EXISTING CONDITIONS LIMITATION

"Pre-existing Condition" means a sickness or physical condition which, within the 12-month period prior to an Insured's Effective Date resulted in the Insured receiving medical advice or treatment.

We will not pay benefits for any Critical Illness starting within 12 months of an Insured's Effective Date which is caused by, contributed to, or resulting from a Pre-existing Condition.

A claim for benefits for loss starting after 12 months from an Insured's Effective Date will not be reduced or denied on the grounds that it is caused by a Pre-existing Condition.

A Critical Illness will no longer be considered Pre-existing at the end of 12 consecutive months starting and ending after an Insured's Effective Date.]

EXCLUSIONS

We won't pay for loss due to:

1. Intentionally self inflicted injury or action.
2. Suicide or attempted suicide while sane or insane.
3. Illegal activities or participation in an illegal occupation.
4. Substance Abuse.

Diagnosis must be made and treatment received in the United States.

SECTION VI - CLAIM PROVISIONS

Notice of Claim: Written notice of claim must be given within sixty (60) days after a covered loss starts, or as soon as reasonably possible. The notice can be given to the Company at P.O. Box 427, Columbia, South Carolina 29202. Notice should include the name of the Insured and the Certificate number.

Claim Forms: When we receive a notice of claim, we will send the Claimant forms for filing proof of loss. If the forms are not given within 15 working days, proof of loss requirements can be met by giving us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss Section.

Proof of Loss: Written Proof of Loss must be furnished to the Company at P.O. Box 427, Columbia, South Carolina 29202 within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time. However, such proof must be furnished as soon as reasonably possible and in no event (except in the absence of legal capacity) later than one year from the time proof is otherwise required.

Time of Payment of Claims: Benefits payable under this Plan will be paid immediately upon receipt of acceptable Proof of Loss.

Payment of Claims: All benefits will be payable to the Member unless assigned by them or by operation of law. Any accrued benefit unpaid at the Insured's death may be paid to their estate.

Conformity with State Statutes: Any provision of this Plan which, on its Effective Date, is in conflict with the statutes of the state in which it was issued is hereby amended to conform to the minimum requirements of such statutes.

Additional Coverage with the Company: We will only pay benefits for covered Critical Illness under one Critical Illness Certificate if an Insured is covered by more than one of our Critical Illness Certificates. An Insured may choose which Certificate they wish to keep in force by sending us written notice of their choice. We will return the premiums paid for any of our other Critical Illness Certificates during the period there was more than one Certificate in force.

SECTION VII - GENERAL PROVISIONS

Questions or Comments: If you have any questions about this Plan, its benefits, the filing of claims, a complaint or a compliment, please call us at the toll free number listed on the front of this Plan.

Entire Contract, Changes: This Policy together with the application, endorsements, benefit agreements, certificates and riders, if any, is the Entire Contract of Insurance. No change in this Plan shall be valid until approved in writing by an Executive Officer of the Company. Any change must be noted on or attached hereto. No agent may change this Plan or waive any of its Provisions. Any Rider, Endorsement or Application that modifies, limits or excludes coverage under this Plan must be signed by the Member to be valid.

Physical Examination and Autopsy: We, at our expense, have the right to have an Insured examined as often as reasonable necessary while a claim is pending. In the case of death, we may also have any autopsy done unless prohibited by law.

Legal Action: No legal action may be brought to recover on this Plan within 60 days after written Proof of Loss has been given as required by this Plan. No such action may be brought after 3 years from the time written Proof of Loss is required to be given.

Time Limit on Certain Defenses: (1) After two years from an Insured's effective date of coverage, no misstatements, except fraudulent misstatements, made by the applicant in the application shall be used to void the coverage or to deny a claim for loss incurred commencing after the expiration of such two-year period; (2) No claim for loss incurred commencing after two years from an Insured's Effective Date of coverage shall be reduced or denied on the grounds that a disease or physical condition, not excluded from coverage by name or specific description, had existed prior to such Effective Date.

Clerical Error: Clerical error by the Policyholder will not end coverage or continue terminated coverage. In the event of such clerical error, a premium adjustment will be made.

Misstatement of Age: If an age has been misstated on the application, the benefits will be those the premium paid would have purchased at the correct age.

If we at Continental American Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904
(501) 371-2640 or 1 (800) 852-5494

SECTION VIII - BENEFIT SCHEDULE

Initial Maximum Benefit:	See Certificates
Reduced Maximum Benefit Amount:	See Certificates
Reduced Benefit Date:	First Renewal Date after age 70
[Waiting Period:	30 Days]
Percentage for Partial Benefits:	25% of applicable Maximum Benefit

The applicable Maximum Benefit (Initial or Reduced) is payable for the following Critical Illnesses

[**Cancer (internal or invasive)**]

[Stroke]

[Kidney Failure]

[Heart Attack]

[Major Organ Transplant]

PARTIAL BENEFITS

[**CANCER (internal or invasive)**

Carcinoma in situ - When this Partial Benefit is paid, it will reduce the cancer benefit by 25%.]

[**HEART ATTACK**

Coronary Artery Bypass Surgery - When this Partial Benefit is paid, it will reduce the Heart Attack Benefit by 25%.]

[**Maximum Health Screening Benefit Amount:** [\$50] per insured Member and Spouse per calendar year.]

SECTION IX - OCCUPATIONAL CLASSIFICATIONS

[All Full-Time Members, who are actively at work, and have completed at least 6 months of continuous membership with the Policyholder.]

SECTION X - SCHEDULE OF PREMIUMS



CONTINENTAL AMERICAN INSURANCE COMPANY

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

CERTIFICATE OF INSURANCE FOR GROUP CRITICAL ILLNESS POLICY

**THIS CERTIFICATE PROVIDES BENEFITS FOR THE CRITICAL ILLNESSES LISTED.
IT DOES NOT PROVIDE BENEFITS FOR ANY OTHER SICKNESS OR CONDITION.**

PLEASE READ YOUR CERTIFICATE CAREFULLY

THIS IS NOT A MEDICARE SUPPLEMENT POLICY.

If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare.

Any certificates issued in the State of Arkansas are governed by State of Arkansas.

CERTIFICATE INDEX

Eligibility, Effective Date and Termination	Section I
Premium Provisions.....	Section II
General Definitions / Benefit Definitions.....	Section III
Benefit Provisions.....	Section IV
Limitations and Exclusions.....	Section V
Claim Provisions.....	Section VI
General Provisions.....	Section VII

We certify that you are insured under the Critical Illnesses Policy (herein called the Plan) issued to the Policyholder, subject to the definitions, exclusions and other provisions of the Plan against loss resulting from Critical Illness. Certain provisions of the Plan are summarized in this Certificate. All provisions of the Plan, whether contained in your Certificate or not, apply to the insurance referred to by the Certificate.

The Effective Date of your Certificate is as shown in the Certificate Schedule if you are on that date actively at work. If not, this Certificate will become effective on the next date you are actively at work as an eligible Member. This Certificate will remain in effect for the period for which the premium has been paid. This Certificate may be continued for further periods as stated in the Plan.

This Certificate is issued in consideration of the payment of the required premium and of your statements and representations in the application. This Certificate, on its Effective Date, automatically replaces any Certificate or Certificates previously issued to you under the Plan. "You" and "your" refer to the Member or any other Insured under Family Coverage. "We", "us", and "our" refer to the Company.

[NO RECOVERY FOR PRE-EXISTING CONDITIONS--READ CAREFULLY. No benefits will be provided during the first twelve months of this Certificate for conditions diagnosed within the 12-month period prior to the Effective Date shown in the Certificate Schedule.]

SECTION I - ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

ELIGIBILITY

You as used in this Certificate, means a person insured under this Certificate who is:

1. a member of the Policyholder's group, or an eligible Spouse of the Member;
2. under age 70;
3. engaged in full-time work; and
4. included in the class of Members eligible for coverage as shown on the application.

EFFECTIVE DATE

The Effective Date of the Plan is shown on Page 1 of the Master Policy.

The Effective Date for you is as follows:

1. Your insurance will be effective on the date shown on the Certificate Schedule provided you are actively at work.
2. If you are not actively at work on the date coverage would otherwise become effective, the Effective Date of your coverage will be the date on which you are first thereafter actively at work.

The Effective Date for a Spouse or Dependent Child is the date shown on the Certificate Schedule Page subject to the following:

1. The date your insurance is effective for a Spouse or Dependent Child who is eligible on that date; for whom coverage is applied for and premium paid; and who are not hospital confined.
2. At 12:00 a.m. Standard Time, on the day a Spouse or Dependent Child is no longer hospital confined if the Spouse or Dependent Child was otherwise eligible for coverage on the date your insurance became effective.
3. For a Spouse or Dependent Child eligible on or first acquired after your Effective Date, the Effective Date will be:
 - a. For newborn children, the Effective Date is the moment of birth, but we must be given notice of the birth within 31 days for coverage to continue beyond 31 days (see Section III, Definitions, Insured).
 - b. For other than newborn children, the date we assign after approving the application for such coverage.

TERMINATION OF YOUR INSURANCE

Your insurance will terminate on the earliest of:

1. the date the Plan is terminated;
2. on the 31st day after the premium due date if the required premium has not been paid;
3. on the date he ceases to meet the definition of a Member as defined in the Plan; or
4. on the date he is no longer a member of the class eligible.

Insurance for an insured Spouse or Dependent Child will terminate the earliest of:

1. the date the Plan is terminated;
2. on the 31st day after the premium due date if the required premium has not been paid;
3. the premium due date following the date the Spouse or Dependent Child ceases to be a dependent;

4. the premium due date following the date we receive your written request to terminate coverage for your Spouse and/or all Dependent Children.

Termination of the insurance on any Insured shall be without prejudice to his rights as regarding any claim arising prior thereto.

[Portability Privilege

When coverage would otherwise terminate under this Plan because a Member ends membership with the Policyholder, they may elect to continue coverage. The coverage that may be continued is that which the Member had on the date their membership terminated, including Dependent coverage then in effect.

1. Coverage may not be continued for any of the following reasons:
 - a. the Member failed to pay any required premium;
 - b. this Group Policy terminates.
2. To keep the Certificate in force the Member must:
 - a. make written Application to the Company within 31 days after the date their insurance would otherwise terminate;
 - b. pay the required premium to the Company no later than 31 days after the date the Certificate would otherwise terminate.
3. Insurance will cease on the earliest of these dates:
 - a. the date the Member fails to pay any required premium;
 - b. the date this Group Policy is terminated.

If a Member qualifies for this Portability Privilege as described, then the same Benefits, Plan Provisions, and Premium Rate as shown in their Certificate as previously issued will apply.]

SECTION II - PREMIUM PROVISIONS

PREMIUM PAYMENTS

Aggregate premiums for the Plan are to be paid to the Company our Home Office in Columbia, South Carolina. Payment of any premium will not keep the Plan in force beyond the due date of the next premium, except as set forth in the Grace Period.

GRACE PERIOD

The Plan has a 31-day Grace Period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the next 31 days. During the Grace Period, this Certificate will stay in force, unless the Policyholder has given the Company written notice of discontinuance of the Plan.

SECTION III - GENERAL DEFINITIONS / BENEFIT DEFINITIONS

Whenever a male pronoun is used, it includes the female unless the context clearly shows otherwise.

Actively at Work to be considered “actively at work”, a Member must perform for a full normal workday the regular duties of his employment at the regular place of business or at a location to which he may be required to travel to perform the regular duties of his employment.

Critical Illness means such illness shown in the Schedule and as defined in this Plan.

Date of Diagnosis means for:

[**Cancer and/or carcinoma in situ:** The day the tissue specimen, blood samples and/or titer(s) are taken on which the first diagnosis of cancer or carcinoma in situ is based.]

[**Heart attack:** The date that the death (infarction) of a portion of the heart muscle occurred based on the criteria listed under the Heart Attack definition.]

[**Stroke:** The date a stroke occurred based on documented neurological deficits and neuroimaging studies.]

[**Kidney failure:** The date that a doctor or physician recommends that an Insured begin renal dialysis.]

[**Major organ transplant surgery or coronary artery bypass surgery:** The date the surgery occurs for covered transplants or covered coronary artery bypass surgery.]

Dependent Child(ren) means your natural children, step-children, legally adopted children or children placed for adoption, who are unmarried, chiefly dependent on you or your Spouse for support; and younger than age 25.

However, if any child is incapable of self-sustaining employment due to mental retardation or physical handicap and is dependent on a parent(s) for support, the above age of twenty-five (25) shall not apply. Proof of such incapacity and dependency must be furnished to the Company.

Doctor or Physician means any licensed practitioner of the healing arts acting within the scope of his license in treating a Critical Illness. It doesn't include an Insured or their family member.

Member means the Insured as shown in the Certificate Schedule.

Family Member means an Insured's spouse, son, daughter, mother, father, sister, or brother.

Illness means sickness or disease which first manifests while the Insured's coverage is in force [and after any applicable Waiting Period.] Any loss due to illness must begin while the Insured's coverage is in force.

Injury means bodily injury solely due to an accident. It includes all complications of and all injuries from the same accident.

Insured(s) -

1. If Member coverage is shown in the Certificate Schedule, we insure the Member.
2. If coverage is for the Spouse of an eligible Member, we insure the Insured as shown on the Certificate Schedule.
3. Coverage for Dependent Children may be included in an attached rider (if applicable).
4. If any person who would otherwise be an Insured is specifically excluded from coverage by endorsement to the Certificate or by the application, then such person shall not be an Insured.
5. Any other additions to the Insured class must be added by endorsement after applying to the Company.

Pathologist means a doctor, other than an Insured or a family member, who is licensed to practice medicine and who is also licensed to practice pathologic anatomy by the American Board of Pathology. A Pathologist also means an Osteopathic Pathologist who is certified by the Osteopathic Board of Pathology.

Spouse means a Member's legal wife or husband.

[**Successor Insured** - If a Member dies while covered under a Certificate, then their surviving Spouse shall become the Insured if such Spouse is an Insured. If there is no surviving Spouse covered under the Certificate, then the Certificate shall terminate on the next premium due date.]

Treatment means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

Treatment free means a period of time without the consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

[**Waiting Period** means the number of days after the Effective Date before we will pay benefits for loss due to a Critical Illness. We won't pay benefits for a Critical Illness that begins during the Waiting Period.]

BENEFIT DEFINITIONS

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

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

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

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

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

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

We will pay benefits for a Clinical Diagnosis only if:

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

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

The diagnosis must include all of the following criteria:

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

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

[**Major Organ Transplant** means undergoing surgery as a recipient of a transplant of a human heart, lung, liver, kidney, or pancreas.]

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

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

SECTION IV - BENEFITS

Critical Illness Benefit

We will pay this benefit when an Insured is diagnosed with one of the Critical Illnesses shown on the Certificate Schedule if:

1. [The date of diagnosis is after the Waiting Period;]
2. The date of diagnosis is while the his coverage is in force; and
3. It is not excluded by name or specific description in the Certificate.

[If the date of diagnosis of a Critical Illness occurs during the Waiting Period, the Certificate may be returned for a full refund of premium.]

The Certificate's Initial Maximum Benefit amount is shown in the Schedule. If the Schedule shows a Maximum Benefit Reduction Date, a Certificate's Maximum Benefit will be reduced to the Reduced Maximum Benefit Amount, also shown in the Schedule, on that date. Benefits will be based on the Maximum Benefit amount in effect on the Critical Illness Date of Diagnosis. Any partial benefits paid will be deducted from the appropriate Critical Illness.

Payment of benefits is subject to the following:

1. We will pay benefits for a Critical Illness in the order the events occur.
2. [No benefits are payable for each different Critical Illness after the first unless its date of diagnosis is separated from the prior different Critical Illness by at least [6] months and it is not caused by or

contributed to by a Critical Illness for which benefits have been paid.]

3. [Once benefits have been paid for a Critical Illness, no additional benefits are payable for that same Critical Illness unless the dates of diagnosis are separated by at least [12] months [(or for cancer [12] months treatment free) Cancer that has spread (metastasized) even though there is a new tumor, will not be considered an additional occurrence unless you have been treatment free for [12] months].]

[Health Screening Benefit (Calendar Year Limit)

We will pay the amount shown in the Benefit Schedule for Health Screening Tests performed [after the Waiting Period and] while an Insured's coverage is in force. This Benefit is payable once per calendar year up to the Maximum Benefit amount shown in the Benefit Schedule. Payment of this benefit will not reduce the Critical Illness benefit available under this Certificate.

Health Screening Tests include but are not limited to:

1. Stress test on a bicycle or treadmill,
2. Fasting blood glucose test,
3. Blood test for triglycerides,
4. Serum cholesterol test to determine level of HDL and LDL,
5. Bone marrow testing,
6. Breast ultrasound,
7. CA 15-3 (blood test for breast cancer),
8. CA 125 (blood test for ovarian cancer),
9. CEA (blood test for colon cancer),
10. Chest X-ray,
11. Colonoscopy,
12. Flexible sigmoidoscopy,
13. Hemocult stool analysis,
14. Mammography,
15. Pap smear,
16. PSA (blood test for prostate cancer),
17. Serum Protein Electrophoresis (blood test for myeloma),
18. Thermography.

There is no limit to the number of years an Insured can receive benefits for Health Screening Tests, as long as this Plan is in force.

We will pay this benefit regardless of the results of the test.]

SECTION V – [LIMITATIONS AND] EXCLUSIONS

[This Certificate contains a 30-day "Waiting Period". This means no benefits are payable for any Insured who has been diagnosed before their coverage has been in force for 30 days from their Effective Date. If an Insured is first diagnosed during the "Waiting Period", benefits for treatment of that Critical Illness will apply only to loss commencing after 12 months from their Effective Date; or, at your option, you may elect to void the Certificate from the beginning and receive a full refund of premium.]

[PRE-EXISTING CONDITIONS LIMITATION

"Pre-existing Condition" means a sickness or physical condition which, within the 12-month period prior to an Insured's Effective Date resulted in the Insured receiving medical advice or treatment.

We will not pay benefits for any Critical Illness starting within 12 months of an Insured's Effective Date which is caused by, contributed to, or resulting from a Pre-existing Condition.

A claim for benefits for loss starting after 12 months from an Insured's Effective Date will not be reduced or denied on the grounds that it is caused by a Pre-existing Condition.

A Critical Illness will no longer be considered Pre-existing at the end of 12 consecutive months starting and ending after an Insured's Effective Date.]

EXCLUSIONS

We won't pay for loss due to:

1. Intentionally self inflicted injury or action.
2. Suicide or attempted suicide while sane or insane.
3. Illegal activities or participation in an illegal occupation.
4. Substance Abuse.

Diagnosis must be made and treatment received in the United States.

SECTION VI - CLAIM PROVISIONS

Notice of Claim: Written notice of claim must be given within sixty (60) days after a covered loss starts, or as soon as reasonably possible. The notice can be given to the Company at P.O. Box 427, Columbia, South Carolina 29202. Notice should include the name of the Insured and the Certificate number.

Claim Forms: When we receive a notice of claim, we will send the claimant forms for filing proof of loss. If the forms are not given within 15 working days, proof of loss requirements can be met by giving us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss Section.

Proof of Loss: Written Proof of Loss must be furnished to the Company at P.O. Box 427, Columbia, South Carolina 29202 within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time. However, such proof must be furnished as soon as reasonably possible and in no event (except in the absence of legal capacity) later than one year from the time proof is otherwise required.

Time of Payment of Claims: Benefits payable under this Plan will be paid immediately upon receipt of acceptable Proof of Loss.

Payment of Claims: All benefits will be payable to you unless assigned by them or by operation of law. Any accrued benefit unpaid at the Insured's death may be paid to their estate.

Conformity with State Statutes: Any provision of the Plan which, on its Effective Date, is in conflict with the statutes of the state in which it was issued is hereby amended to conform to the minimum requirements of such statutes.

[Additional Coverage with the Company: We will only pay benefits for covered Critical Illness under one Critical Illness Certificate if an Insured is covered by more than one of our Critical Illness Certificates. You may choose which Certificate you wish to keep in force by sending us written notice of your choice. We will return the premiums paid for any of our other Critical Illness Certificates during the period there was more than one Certificate in force.]

SECTION VII - GENERAL PROVISIONS

Questions or Comments: If you have any questions about this Plan, its benefits, the filing of claims, a complaint or a compliment, please call us at the toll free number listed on the front of this Plan.

Entire Contract, Changes: The Policy together with the application, endorsements, benefit agreements, certificates and riders, if any, is the Entire Contract of Insurance. No change in the Plan shall be valid until approved in writing by an Executive Officer of the Company. Any change must be noted on or attached hereto. No agent may change the Plan or waive any of its Provisions. Any Rider, Endorsement or Application that modifies, limits or excludes coverage under the Plan must be signed by the Member to be valid.

Physical Examination and Autopsy: We, at our expense, have the right to have an Insured examined as often as reasonable necessary while a claim is pending. In the case of death, we may also have any autopsy done unless prohibited by law.

Legal Action: No legal action may be brought to recover on this Plan within 60 days after written Proof of Loss has been given as required by the Plan. No such action may be brought after 3 years from the time written Proof of Loss is required to be given.

Time Limit on Certain Defenses: (1) After two years from an Insured's effective date of coverage, no misstatements, except fraudulent misstatements, made by the applicant in the application shall be used to void the coverage or to deny a claim for loss incurred commencing after the expiration of such two-year period (2) No claim for loss incurred commencing after two years from an Insured's Effective Date of coverage shall be reduced or denied on the grounds that a disease or physical condition, not excluded from coverage by name or specific description, had existed prior to such Effective Date.

Misstatement of Age: If an age has been misstated on the application, the benefits will be those the premium paid would have purchased at the correct age.

If we at Continental American Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904
(501) 371-2640 or 1 (800) 852-5494

**SAMPLE
CERTIFICATE SCHEDULE**

Insured -	[John A. Doe]	Group Policy Number - [895]
Effective Date -	[May 29, 2008]	Certificate Number - [51491]
[Premium Date -	June 1, 2008]	First Renewal Date - [July 1, 2008]
*Initial Premium -	[\$19.75 Monthly]	

Plan – [Family]

Initial Maximum Benefit:	\$
Reduced Maximum Benefit Amount:	\$
Reduced Benefit Date:	First Renewal Date after age 70
[Waiting Period:	30 Days]
Percentage for Partial Benefits:	25% of applicable Maximum Benefit

The applicable Maximum Benefit (Initial or Reduced) is payable for the following Critical Illnesses

- [Cancer]
- [Stroke]
- [Kidney Failure]
- [Heart Attack]
- [Major Organ Transplant]

PARTIAL BENEFITS

[CANCER

Carcinoma in situ - When this Partial Benefit is paid, it will reduce the cancer benefit by 25%.]

[HEART ATTACK

Coronary Artery Bypass Surgery - When this Partial Benefit is paid, it will reduce the Heart Attack Benefit by 25%.]

[Maximum Health Screening Benefit Amount: [\$50] per insured Member and Spouse per calendar year.]

APPLICATION FOR GROUP CRITICAL ILLNESS INSURANCE

Application is hereby made to:



CONTINENTAL AMERICAN INSURANCE COMPANY

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

By _____
Policyholder

of _____
(City, State)

for a Plan of Group Critical Illness Insurance, and representations are made as follows:

1. Class of Members Eligible for Coverage:

- Regular full-time Members under age 70
- Regular full-time Members under age 70 except _____
- Other: _____

Full-time Member is one who works _____ hours or more per week. A Member must be Actively at Work on the date he applies and on the date his Group Critical Illness Insurance is to become effective. A Member must have completed _____ months of continuous service before being eligible.

2. The minimum number of enrolled employees necessary to keep the Group Policy in force is

3. Effective Date:

The requested effective date of the Group Policy is _____

4. Optional Features: _____

5. Will this Group Critical Illness Policy replace any existing Group Critical Illness Policy? Yes No

6. General Agreement:

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

By	Date
Title	



CONTINENTAL AMERICAN
INSURANCE COMPANY

ENROLLMENT FORM

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

FOR HOME OFFICE USE ONLY		
PLAN	PLAN CODE	ID NUMBER
Critical Illness		
Endorsement:		
EFFECTIVE DATE:		

Member Name/Owner (First, MI, Last)		S.S.N./ ID Number		Gender	Date of Birth
Street Address		City		State	Zip
Employer		Job Class	Location		Date of Hire
Hours Worked	Daytime Phone No. ()	Beneficiary Name / Relationship (estate unless designated otherwise)			
Spouse's Name (if coverage is requested)		Gender	Spouse Date of Birth		
			Member	Spouse	
Are you actively at work?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
Are you now hospitalized or unable to perform your normal duties and activities?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
Have you used tobacco products in the last 12 months?			<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	

CRITICAL ILLNESS Member [Member & Spouse] [Section 125: Yes No]

Member Face Amount: \$ _____ **Member Cost per pay period:** \$ _____ ADL Rider Add-a-buck

Spouse Face Amount: \$ _____ **Spouse Cost per pay period:** \$ _____ ADL Rider

		Member	Spouse
1	Have you ever been treated for or diagnosed by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS) or "AIDS" Related Complex (ARC) or ever tested positive for antigens or antibodies to an "AIDS" virus?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	In the last 7 years have you been treated for or diagnosed with cancer or any malignancy, which includes carcinoma, sarcoma, Hodgkin's Disease, leukemia, lymphoma, or malignant tumor? Cancer does not include basal cell or squamous cell carcinoma.	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Have you ever been treated for or diagnosed with a) a stroke, a heart attack, a heart condition, heart trouble, or any abnormality of the heart (including artery disease), diabetes, or any liver disorder; b) kidney (renal) failure or end stage kidney (renal) disease; c) organ transplant; d) emphysema or e) now taking 3 or more medications for high blood pressure?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

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

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

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

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

I understand and agree that the coverage that I am applying for may have a pre-existing condition exclusion.

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

Deduction start date _____

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

Date _____ Signature of Applicant _____

Date _____ Signature of Agent _____ Agent # _____ State of Enrollment _____



CONTINENTAL AMERICAN INSURANCE COMPANY

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

DEPENDENT CHILDREN BENEFIT RIDER TO CERTIFICATE OF INSURANCE FOR CRITICAL ILLNESS

Any certificates issued in the State of Arkansas are governed by State of Arkansas

This Rider is a part of the Certificate to which it is attached. We have issued this Rider to you because: (1) you paid the additional premium for this Rider; and (2) we relied on the application you made. Unless amended by this Rider, Certificate Definitions, other Provisions and terms apply to this Rider.

Effective Date - If issued at the same time as the Certificate, this Rider becomes effective when the Certificate becomes effective. If issued after the Certificate becomes effective, this Rider will have a later Effective Date, which will be shown in the Certificate Schedule. The insurance of a Dependent Child will become effective on the Rider date if such person is active on that date. Otherwise, the Effective Date will be deferred until the day following the date he becomes active.

DEFINITIONS

When the terms below are used in this Rider, the following definitions will apply:

YOU, YOUR means the person named in the Certificate Schedule.

DEPENDENT CHILD(REN) means your natural Children, step-Children, legally adopted Children or Children placed for adoption, who are unmarried, chiefly dependent on you or your Spouse for support; and younger than age 25.

Your natural Children born after the Effective Date of this Rider will be covered from the moment of live birth. No notice or additional premium is required.

Children for whom a decree of adoption has been entered by you and/or your Spouse (or for whom adoption proceedings have been instituted by you and/or your Spouse), shall be covered automatically from birth. A decree of adoption must be entered within one year from the date proceedings were instituted, unless extended by order of the court, and you and/or your Spouse must continue to have custody pursuant to the decree of the court.

However, if any Child is incapable of self-sustaining employment due to mental retardation or physical handicap and is dependent on a parent(s) for support, the above age of twenty-five (25) shall not apply. Proof of such incapacity and dependency must be furnished to the Company.

ACTIVE means a Dependent Child who is not confined in a hospital and who is able to carry on regular activities customary of a person in good health of the same age and sex.

TREATMENT means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

BENEFITS

If a Dependent Child contracts a Specified Critical Illness [after any applicable Waiting Period and] while this Rider is in force, we will provide the benefits contained in the Certificate under the Benefits Section. The appropriate benefit amounts we will pay for the Dependent are shown in the Certificate Schedule.

[LIMITATIONS AND] EXCLUSIONS

[This Rider contains a 30-day "Waiting Period". This means no benefits are payable for any covered Dependent Child who has been diagnosed before coverage has been in force 30 days from his "Effective Date." If a Dependent Child is first diagnosed during the "waiting period", benefits for treatment of that Critical Illness or Specified Procedure will apply only to loss commencing after 12 months from the "Effective Date" of his coverage; or, at your option, you may elect to void his coverage from the beginning and receive a full refund of any applicable premium.]

[LIMITATIONS

PRE-EXISTING CONDITIONS

"Pre-existing Condition" means a sickness or physical condition which, within the 12-month period prior to a Dependent Child's Effective Date resulted in him receiving medical advice or treatment.

We will not pay benefits for any condition or illness starting within 12 months of a Dependent Child's Effective Date which is caused by, contributed to, or resulting from a Pre-existing Condition.

A claim for benefits for loss starting after 12 months from a Dependent Child's Effective Date will not be reduced or denied on the grounds that it is caused by a Pre-existing Condition.

A condition will no longer be considered Pre-existing at the end of 12 consecutive months starting and ending after a Dependent Child's Effective Date.]

EXCLUSIONS

We won't pay for loss due to:

1. Intentionally self inflicted injury or action.
2. Suicide or attempted suicide while sane or insane.
3. Illegal activities or participation in an illegal occupation.
4. Substance Abuse.

GENERAL PROVISIONS

If your Dependent Child's coverage is terminated because of marriage or attainment of the limiting age, we will still pay benefits for any covered condition that was diagnosed while the Dependent was covered under this Rider.

TIME LIMIT ON CERTAIN DEFENSES

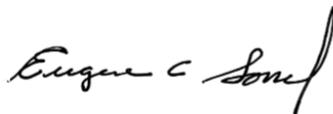
After this Rider has been in force for a period of two years it shall become incontestable as to the statements contained in the application.

CONTRACT

This Rider is part of the Certificate, and will terminate when the Certificate terminates, or when premiums are no longer paid for this Rider.

This Rider is subject to all of the terms of the Certificate to which it is attached unless any such terms are inconsistent with the terms of this Rider.

Signed by the Company at our Home Office.

A handwritten signature in black ink, appearing to read "Eugene C. Smith". The signature is written in a cursive style with a large, sweeping initial "E".

President



CONTINENTAL AMERICAN INSURANCE COMPANY

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

ADDITIONAL BENEFITS RIDER TO CERTIFICATE OF INSURANCE FOR CRITICAL ILLNESS

Any certificates issued in the State of Arkansas are governed by State of Arkansas

This Rider is a part of the certificate to which it is attached. We have issued this Rider to you because (1) you paid the additional premium for this Rider; and/or (2) we relied on the application you made. Unless amended by this Rider, Certificate Definitions, other Provisions and terms apply to this Rider.

Effective Date - If issued at the same time as the certificate, this Rider becomes effective when the certificate becomes effective. If issued after the certificate becomes effective, this Rider will have a later Effective Date, which will be shown in the Rider Schedule issued with this Rider.

DEFINITIONS

Specified Critical Illness means such illness shown in the Rider Schedule and as defined in this Rider.

Waiting Period means the number of days after the Effective Date before we will pay benefits for loss due to Specified Critical Illness. We won't pay benefits for a Specified Critical Illness which begins during the Waiting Period.

Diagnosed/Diagnosis means a definitive and unequivocal diagnosis made by a Physician: (1) based upon the use of clinical and/or laboratory investigations as supported by the Insured's medical records; and (2) meeting any Diagnostic Requirements set forth in this Rider for the particular Specified Critical Illness being diagnosed.

Actively At Work Requirement

If you are not Actively at Work on the last scheduled work day coincident with or preceding the date your insurance would otherwise become effective, insurance will not be effective until the date you return to and remain Actively at Work.

If an eligible Spouse or Dependent Child is unable to engage in the normal activities of a person in good health of like age and sex on the date this Rider would otherwise become effective, coverage will not be effective until the date such person is able to engage in the normal activities of a person in good health of like age and sex. [This will not apply to an eligible Dependant Child who is incapable of self-sustaining employment by reason of mental or physical incapacity, and who is primarily dependent on the Insured for support and maintenance.]

BENEFIT DEFINITIONS

[**Coma** means a state of unconsciousness for 30 consecutive days with:

1. no reaction to external stimuli;
2. no reaction to internal needs; and
3. the use of life support systems.]

[**Paralysis/Paralyzed** means the permanent, total, and irreversible loss of muscle function or sensation to the whole of at least two limbs as a result of injury or disease and supported by neurological evidence.]

[**Severe Burn/Severely Burned** means cosmetic disfigurement of the surface of a body area not less than 35 square inches due to fire, heat, caustics, electricity or radiation that is a full-thickness or third-degree burn, as determined by a Physician. (A full-thickness or third-degree burn is the destruction of the skin through the entire thickness or depth of the dermis and possible into underlying tissues, with loss of fluid and sometimes shock, by means of exposure to fire, heat, caustics, electricity or radiation.)]

[**Loss of Sight, Speech or Hearing** means:

1. Loss of Speech means the total and permanent loss of the ability to speak as the result of physical injury.
2. Loss of Hearing means the total and irreversible loss of hearing in both ears. Loss of Hearing that can be corrected by the use of any hearing aid or device shall not be considered an irrevocable loss.
3. Loss of Sight means the total and irreversible loss of all sight in both eyes]

BENEFITS

Specified Critical Illness Benefit

We will pay this benefit if an Insured diagnosed with one of the Specified Critical Illnesses shown on the Rider Schedule if:

1. The Date of Diagnosis is after the Waiting Period;
2. The Date of Diagnosis is while this Rider is in force; and
3. It is not excluded by name or specific description in this Rider.

This Rider pays the indicated percentages of the applicable Maximum Benefit Amount shown in the Certificate Schedule that occurs while this Rider is in force. Benefits are not payable under this Rider for Loss if these conditions result from another Specified Critical Illness. [The Dates of Loss for Specified Critical Illnesses must be separated by at least [12 months] for benefits to be payable for multiple Specified Critical Illnesses.]

[**Benefits under this rider are only payable once and once the benefit is paid, coverage for that individual will terminate.**]

[Coma

If an Insured is Diagnosed as being Comatose after his Effective Date and any applicable Waiting Period, the Company will pay the Benefit Amount for Coma shown in the Schedule of Benefits.

The Diagnosis of Coma must indicate that permanent neurological deficit is present.]

[Paralysis

If an Insured is first Diagnosed as being Paralyzed after his Effective Date and any applicable Waiting Period, the Company will pay the Benefit Amount for Paralysis shown in the Schedule of Benefits.

The Diagnosis of Paralysis must include documented evidence of the illness or injury that caused the Paralysis.]

[Severe Burn

If an Insured is first Diagnosed as having suffered a Severe Burn after his Effective Date and any applicable Waiting Period, the Company will pay the Benefit Amount for Severe Burn shown in the Schedule of Benefits.]

[Loss of Sight, Speech or Hearing

If an Insured is first Diagnosed as having suffered Loss of Sight, Speech, or Hearing after his Effective Date and any applicable Waiting Period, the Company will pay the Benefit Amount for Loss of Sight, Speech or Hearing shown in the Schedule of Benefits.]

LIMITATIONS AND EXCLUSIONS

[This Rider contains a 30-day Waiting Period. This means no benefits are payable for any Insured who has been diagnosed before coverage has been in force 30 days from the Insured's Effective Date shown in the Rider Schedule. If an Insured is first diagnosed during the Waiting Period, benefits for treatment of that Specified Critical Illness will apply only to loss commencing after twelve months from the Insured's Effective Date; or, at your option, you may elect to void this rider from the beginning and receive a full refund of premium.]

EXCLUSIONS

1. No benefits will be paid if the Specified Critical Illness is a result of:
 - a. Intentionally self inflicted injury or action;
 - b. Suicide or attempted suicide while sane or insane;
 - c. Illegal activities or participation in an illegal occupation;
 - d. Substance abuse.
2. No benefits will be paid for loss which occurred prior to the effective date of this Rider.
3. No benefits will be paid for diagnosis made outside the United States.

GENERAL PROVISIONS

This Rider is part of the Critical Illness Certificate and will terminate when that Certificate terminates, or when premiums are no longer paid for this Rider.

The premium for this Rider is shown in the Rider Schedule. Premiums for this Rider are payable for the number of years shown in the Rider Schedule or until the Rider terminates.

This Rider is subject to all of the terms of the Critical Illness Certificate to which it is attached unless any such items are inconsistent with the terms of this Rider.

Signed for the Company at our Home Office.



President

**SAMPLE
RIDER SCHEDULE**

Insured -	John A. Doe	Group Policy Number -	XXXX
Effective Date -	December 1, 1999	Certificate Number -	XXXX
*Initial Premium -	\$00.00 Monthly	First Renewal Date -	January 1, 2000

BENEFITS

[Coma	[100]% of applicable Maximum Benefit]
[Paralysis	[100]% of applicable Maximum Benefit]
[Severe Burn	[100]% of applicable Maximum Benefit]
[Loss of Sight, Speech or Hearing	
Loss of Speech	[100]% of applicable Maximum Benefit
Loss of Hearing	[100]% of applicable Maximum Benefit
Loss of Sight	[100]% of applicable Maximum Benefit]

SERFF Tracking Number: CAIC-126646797 State: Arkansas
 Filing Company: Continental American Insurance Company State Tracking Number: 45783
 Company Tracking Number: 7648
 TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness
 Limited Benefit
 Product Name: NGAA Critical Illness
 Project Name/Number: NGAA Critical Illness/7648

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachments: AR Life and Health Insurance Guaranty Association Notice.pdf Readability Certification.pdf	Approved-Closed	07/14/2010
Satisfied - Item: Application Comments: Please see application under Form Schedule tab.	Approved-Closed	07/14/2010
Satisfied - Item: Cover Letter Comments: Attachment: Cover Letter.pdf	Approved-Closed	07/14/2010
Satisfied - Item: AR Association Checklist Comments: Attachments: AR Association Requirement Checklist - Complete.pdf NGAA_Insurance_Form.pdf	Approved-Closed	07/14/2010
	Item Status:	Status Date:

SERFF Tracking Number: CAIC-126646797 State: Arkansas
Filing Company: Continental American Insurance Company State Tracking Number: 45783
Company Tracking Number: 7648
TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness
Limited Benefit
Product Name: NGAA Critical Illness
Project Name/Number: NGAA Critical Illness/7648

Satisfied - Item: Bylaws & Articles of Incorporation Approved-Closed 07/14/2010

Comments:

Attachments:

NGAA Bylaws.pdf
NGAA Articles of Incorporation.pdf
Appendix A Update-Mar2006.pdf
Appendix B.pdf

Item Status: Approved-Closed **Status:** 07/14/2010
Date:

Satisfied - Item: Amendment Letter 6-1-2010

Comments:

Attachment:

Amendment Letter 6-1-2010.pdf

**LIMITATIONS AND EXCLUSIONS UNDER THE
ARKANSAS LIFE AND HEALTH INSURANCE
GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.



READABILITY CERTIFICATION

I, James J. Hennessy, hereby certify that the following forms have the following readability score as calculated by the Flesch Reading Ease Test:

<u>Form</u>	<u>Readability Score</u>
CAI2800AR-NGAA	42
CAI2801AR-NGAA	40
CAI2810-NGAA	40
CAI2811 9/08-NGAA	42
CAI2821AR-NGAA	43
CAI2835AR-NGAA	40

James J. Hennessy, AIRC, ACP, CCP
Vice President, Compliance
Continental American Insurance Company

May 26, 2010

Date



May 26, 2010

Rosalind Minor
Arkansas Department of Insurance
1200 West 3rd Street
Little Rock, AR 72201-1904

**Re: Continental American Insurance Company NAIC#71730 FEIN 57-0514130
National Guard Association of Arkansas, Inc.**

Enclosed: Bylaws and Articles of Incorporation

Forms:

CAI2800AR-NGAA	Group Master Policy
CAI2801AR-NGAA	Certificate of Insurance
CAI2810-NGAA	Master Application
CAI2811 9/08-NGAA	Enrollment Application
CAI2821AR-NGAA	Dependent Children Rider
CAI2835AR-NGAA	Additional Benefits Rider

Dear Ms. Minor:

We have a sales opportunity through an association called National Guard Association of Arkansas, Inc. domiciled out of Arkansas. We are submitting the bylaws, articles of incorporation, and group accident forms for your review and approval. We have researched this association and found it to be a valid, non-profit organization that is currently in good standing in Arkansas.

Per the conversation from Friday May 21, 2010, between Jamie Hennessy and Rosalyn Minor, Ms. Minor said that it would be ok to submit the AR Association Checklist without items 11 and 12.

The forms contained in this filing represent our Group Critical Illness product which offers lump sum benefits to covered individuals upon diagnosis of covered specified critical illnesses. It also contains a rider which provide additional related benefits.

Thank you for your consideration in this matter. If you have any questions please contact Cindy Lama at 1-888-730-2244, ext. 4333 or at companycompliance@caicworksites.com.

Sincerely,

James J. Hennessy, AIRC, ACP, CCP
Vice President, Compliance
/clc

Continental American Insurance Company
2801 Devine Street • Columbia, SC 29205
803.256.6265 phone • 888.730.2244 toll free • 866.849.2973 fax

AR Association Requirements

Before issuing a group accident and health insurance policy to an association, the association or its insurer on behalf of the association, must file with the Department proof that the association is a qualified group under Arkansas Code Annotated § 23-86-106(2)(A)(i)(ii)(iii). Approval of the association as a qualified group for insurance purposes will be determined upon receipt of the following information:

1. Name and address of the association.

National Guard Association of Arkansas, Inc.
Camp Robinson. North Little Rock, Arkansas 72115

2. Is this association incorporated? If so, give state of incorporation.

Yes - Arkansas

3. Is there a current office in Arkansas?

The principal office of the corporation is located in Building 8100, Camp Joseph T. Robinson, North Little Rock, Pulaski County, Arkansas.

4. Does the Arkansas part of the organization have any officers, committees, or chapters? If so, give details.

Association is domiciled in Arkansas.

From the Bylaws:

COMMITTEES

SECTION 1. EXECUTIVE COMMITTEE

a. An executive committee shall consist of the President, First Vice President, Second Vice President, Secretary-Treasurer. Additional members to this committee may be appointed by the Board of Directors when deemed appropriate. These additional members will be drawn from current existing Board members.

b. The Board of Directors may vest the Executive Committee with control of affairs which require action more frequently than the quarterly meetings of the full Board. By a simple majority, the Board may revoke or modify any or all of the authority delegated to the Executive Committee. The Secretary shall keep regular minutes of the proceedings of meetings by the Executive Committee, causing them to be filed in the corporate records, and reporting same to the Board as required.

SECTION 2. OTHER COMMITTEES

a. The President shall appoint a nominations committee.

b. The Board of Directors shall have such other committees as may from time to time be required. These committees may consist of persons who are not also members of the Board and who shall act in an advisory role to the Board.

5. Are annual dues charged? If so, specify amount.

DUES STRUCTURE

a. Annual Dues. The annual dues for this corporation are based on rank, payable upon invoice as follows: General Officer - \$30; Colonel - \$25; Lieutenant Colonel - \$20; Major - \$20; Captain - \$15; First Lieutenant - \$15; Second Lieutenant - \$12; CW5 - \$20; CW4 - \$15; CW3 - \$15; CW2 - \$15; WO1 - \$12; Retired - \$5; Allied - \$25; Past - \$5; Corporate - \$100.

b. Life Membership. Life membership shall be available for any person eligible under all other criteria at a cost of one hundred twenty dollars (\$120). Retired life memberships are provided the applicant has a minimum of twenty (20) years service, and has effectively retired from the Arkansas National Guard, at a cost of sixty dollars (\$60).

6. What are the specific activities of the association?

State Military Security

7. What benefits are provided to the members in addition to insurance? ATTACH BROCHURES ON THE ASSOCIATION WHICH OUTLINES THE ADDITIONAL BENEFITS.

Please see the attached Life insurance application offered to all guard members during their in processing and during enrollments.

8. What qualifies an individual for membership?

Limited to those persons who are active or retired officers in the Arkansas National Guard and who have or have had federal recognition in the National Guard of the United States. See Article II, Section 1 & 2 of Articles of Incorporation.

9. How are members recruited? If by mailing list, advise the source of this list.

The Board will designate a chair for each committee, and the chair is responsible to recruit additional members as deemed appropriate. The members are recruited unit by unit during association meetings within the Arkansas National Guard.

10. Attach a copy of the association's Articles of Incorporation and By Laws.

Attachments included under Supporting Documentation Tab in SERFF.

11. Enclose a list of dues paying members residing in Arkansas with full addresses. If the association considers this privileged information, we will treat it as such and once it has served our purpose, it will be destroyed.

See Cover Letter

12. Please attach a copy of the association's most recent financial statement.

See Cover Letter

13. Does the association receive any compensation of any kind from the insurer issuing contracts to its members?

Yes. The association is established as a broker with AFLAC. They receive 30% of the commissions.

**AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY
ENROLLMENT FOR GROUP LIFE INSURANCE
NATIONAL GUARD ASSOCIATION OF ARKANSAS**

Policy Number _____ Effective Date _____ Unit Code No. _____

I am now an active member of the National Guard. I hereby make application for life insurance for which I am eligible under the Group Insurance Contract issued to the National Guard Association of Arkansas by the American Equity Investment Life Insurance Company of Des Moines, Iowa. The following statements and answers are true and correct to the best of my knowledge and belief.

NAME _____ GRADE _____ SSN _____

MAILING ADDRESS _____

BENEFICIARY _____ RELATIONSHIP _____

NATIONAL GUARD UNIT _____ HOME TELEPHONE _____

MEMBER'S DATE OF BIRTH _____ PLACE OF BIRTH _____

DATE OF ENLISTMENT _____

1. Height _____ ft. _____ in. Weight _____ lbs. _____ Married _____ Single _____
 Yes No
 2. Do you or your dependents know of any impairments now existing in your health or physical condition? Yes No
 3. Have you or your dependents had any illness or injuries during the past 3 years? Yes No
 4. Have you or your dependents ever had any of the following: Tuberculosis, Rheumatism, Disease of Heart, Lungs, Stomach, Kidney, Liver, Brain or any other disease of illness? Yes No
 5. Have you or your dependents been absent from your regular duties due to illness or injury during the past six months? Yes No
 6. Have you ever been refused, postponed or rated-up by a life insurance company? Yes No
 If so, give name of company and cause: _____

IF YOU ANSWERED YES TO ANY OF THE ABOVE QUESTIONS, INDICATE BELOW THE NATURE OF THE ILLNESS OR INJURY, DURATION, SEVERITY, WITH AGES AND DETAILS AND THE NAME OF THE PHYSICIAN: _____

THIS APPLICATION IS REQUESTED FOR:		NEW ENROLLMENT	INCREASE
GUARD MEMBER:		DEPENDENT:	SPOUSE:
2. <input type="checkbox"/> \$10,000 (\$3.65)	8. <input type="checkbox"/> \$40,000 (\$13.60)	3. <input type="checkbox"/> \$ 5,000 (\$3.33)	2. <input type="checkbox"/> \$10,000 (\$3.65)
3. <input type="checkbox"/> \$15,000 (\$5.35)	9. <input type="checkbox"/> \$45,000 (\$15.25)	4. <input type="checkbox"/> \$10,000 (\$6.66)	3. <input type="checkbox"/> \$15,000 (\$5.35)
4. <input type="checkbox"/> \$20,000 (\$7.00)	A. <input type="checkbox"/> \$50,000 (\$16.90)		4. <input type="checkbox"/> \$20,000 (\$7.00)
5. <input type="checkbox"/> \$25,000 (\$8.65)			5. <input type="checkbox"/> \$25,000 (\$8.65)
6. <input type="checkbox"/> \$30,000 (\$10.30)			
7. <input type="checkbox"/> \$35,000 (\$11.95)			

COMPLETE FOR DEPENDENT OR SPOUSE COVERAGE

Spouse Name: _____ Spouse DOB: _____

Number of Children Under Age 21: _____ DOB of Oldest Child Under Age 21: _____

ACKNOWLEDGEMENT AND AUTHORIZATION: I hereby authorize any physician, hospital, clinic, insurance company, the Medical Information Bureau, or other organization, institution or person that has any records of knowledge of me or of any member of my family of my (our) health to give this requested information to the American Equity Investment Life Insurance Company (or its reinsurers). A photographic copy of this authorization shall be as valid as the original. I hereby assign any experience premium refunds to the National Guard Association of Arkansas to be used for purposes which benefit the policies and programs of the National Guard Association of Arkansas. I acknowledge receipt of form 5609, "Your Insurance Application and How it is Handled". Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application of files a claim containing false or deceptive statement is guilty of insurance fraud.

Dated in (City, State) _____ this _____ day of _____ year _____

WITNESS SIGNATURE _____ MEMBER SIGNATURE _____

**BYLAWS OF
THE NATIONAL GUARD ASSOCIATION
OF ARKANSAS, INCORPORATED**

**ARTICLE 1
OFFICES**

SECTION 1. PRINCIPAL OFFICE

The principal office of the corporation is located in Building 8100, Camp Joseph T. Robinson, North Little Rock, Pulaski County, Arkansas.

SECTION 2. CHANGE OF ADDRESS

The designation of the county or state of the corporation's principal office may be changed by amendment of these Bylaws. The Board of Directors may change the principal office from one location to another within the named county by noting the changed address and effective date below, and such changes of address shall not be deemed, nor require, an amendment of the Bylaws:

----- Dated:-----

----- Dated:-----

----- Dated:-----

SECTION 3. OTHER OFFICES

The corporation may also have offices at such other places, within or without its state of incorporation, where it is qualified to do business, as its business and activities may require, and as the Board of Directors may, from time to time, designate.

**ARTICLE 2
NONPROFIT PURPOSES**

SECTION 1. IRC SECTION 501 (c) (19) PURPOSES

This corporation is organized exclusively for one or more of the purposes specified in Section 501 (c) (19) of the Internal Revenue Code. A short description of the provisions of Section 501 (c) (19) is at Appendix B.

SECTION 2. SPECIFIC OBJECTIVES AND PURPOSES

- a. Development and strengthening of the Arkansas National Guard;
- b. Promote cooperation and friendship among the commissioned officers of the Arkansas National Guard;
- c. Encourage and enhance the opportunity to network with members of National Guard associations in other states and components of the Armed Forces;
- d. To cooperate with and support the programs and activities of the Arkansas State Military Department;
- e. To cooperate with and support the programs and activities of the National Guard Association of the United States;

- f. To cooperate with and support the programs and activities of the National Guard Executive Director's Association;
- g. To cooperate with and support the programs and activities of the Enlisted Association of the Arkansas National Guard;
- h. To cooperate with and support the programs and activities of the Enlisted Association of the National Guard of the United States;
- i. To provide benefits and services to the membership of this corporation, to include a comprehensive group insurance program.

ARTICLE 3 DIRECTORS

SECTION 1. QUALIFICATION AND SELECTION.

a. Directors of this corporation shall be selected from the general membership, and shall be current annual members or life members in order to be elected to the position. Allied members, associate members, past members and corporate members are not eligible for service on the Board of Directors.

b. Directors shall consist of a representative from each of the categories listed in Appendix A. The Board of Directors may change the categories in Appendix A to conform to future changes in configuration of the Arkansas National Guard, and such changes shall not be deemed, nor require, an amendment of these Bylaws.

c. Additionally, the following hold status as directors of this corporation:

- (1) The Immediate Past President;
- (2) The President
- (3) The First Vice President (President-elect)
- (4) The Second Vice President
- (5) The Executive Director, who may also serve as Secretary-

Treasurer of the Corporation.

SECTION 2. ELECTION OF DIRECTORS

Directors, as defined in Appendix A, shall be elected for a term of two (2) years in an election held at the annual business session during even numbered years.

a. Qualified members of each major unit or caucus shall nominate an officer as representative of that unit or caucus. This process can be accomplished at any convenient time and can include mail balloting. Selections will be reported to the corporation Secretary for publication.

b. The corporation Secretary shall publish this list of nominees to the general membership. During a duly convened corporation business meeting, this slate of officers shall be elected by simple majority vote of the members in attendance.

SECTION 3. SUCCESSION AND RESIGNATION OF DIRECTORS

a. Directors may resign at any time for personal reasons. Directors may also constructively resign by transfer or retirement from the unit or caucus from which selected.

b. When a vacancy occurs, the President of the corporation, in consultation with the major unit commander or caucus chairperson, will identify a suitable replacement. That individual will be appointed to serve the unexpired term by a simple majority vote of the Board of Directors at the next scheduled board meeting.

SECTION 4. POWERS

Subject to the provisions of the laws of this state and any limitations in the Articles of Incorporation and these Bylaws relating to action required or permitted to be taken or approved by the membership of this corporation, the activities and affairs of this corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors.

SECTION 5. DUTIES AND RESPONSIBILITIES

Directors shall:

a. Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation or by these Bylaws;

b. Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation of all agents and employees of the corporation;

c. Supervise all officers, agents and employees of the corporation to assure that their duties are performed in accordance with established policy and procedure which has, or may be announced;

d. Meet at such times and places as required by these Bylaws;

e. Register their addresses with the Secretary of the corporation, and notices of meetings mailed or telephoned to them at such addresses shall be valid notices thereof.

SECTION 6. COMPENSATION

Directors shall serve without compensation except that a reasonable fee may be paid to directors for attending regular and special meetings of the board. In addition, they may be allowed reasonable reimbursement of expenses incurred in the performance of their duties.

SECTION 7. PLACE OF MEETINGS

Meetings shall be held at the principal offices of the corporation unless otherwise provided by the Board or at such other place as may be designated from time to time at the discretion of the President and Executive Committee.

SECTION 8. MEETINGS

- a. Regular meetings of Directors shall be held quarterly.
- b. Special meetings may be called by the President or by one-third of the Board of Directors. .

SECTION 9. NOTICE OF MEETINGS

- a. No notice need be given of any regular meeting of the Board of Directors.
- b. At least one week prior notice shall be given by the Secretary of the corporation to each director of each special meeting of the board. This notice may be by first class mail, by telephone, by facsimile message, or by electronic message. The notice shall state the place, date and time of the proposed meeting, and the subject matter to be acted upon.
- c. A quorum shall consist of one-third or more of the members of the Board of Directors. Except as otherwise provided under the Articles of Incorporation, these Bylaws, or provisions of law, no business shall be considered by the Board of Directors at any meeting at which the required quorum is not present. The only motion which the Chair may entertain at such meeting is a motion to adjourn.

SECTION 10. MAJORITY ACTION AS BOARD ACTION

Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present, is the act or decision of the Board of Directors, unless the Articles of Incorporation, these Bylaws, or provisions of law specify different voting margins.

SECTION 11. CONDUCT OF MEETINGS

- a. Meetings of the Board of Directors shall be presided over by the President of the corporation or, in absence of this officer, the First Vice President or, in absence of this officer, the Second Vice President. If none of the three officers are present, the Board shall choose a chairperson by a majority vote of the quorum present. The Immediate Past President shall be temporary chair for the purpose of conducting this election or, in absence of this officer, the Secretary-Treasurer of the corporation shall serve in this capacity.
- b. The Secretary of the corporation shall act as secretary of all meetings of the board, provided that in absence of this officer, the presiding officer shall appoint another person to act as secretary of the meeting.
- c. Meetings of members shall be presided over by the President. In absence of the President, the succession pursuant to Article 3, Section 11, paragraph a, shall apply.

Meetings shall be governed by *Modern Parliamentary Procedure, APA, Copyright 1994*, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with the Articles of Incorporation,

these Bylaws, or with provisions of law.

SECTION 12. NON-LIABILITY OF DIRECTORS

The directors shall not be personally liable for the debts, liabilities or other obligations of this corporation.

SECTION 13. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The officers and directors of the corporation shall be indemnified by the corporation to the fullest extent permissible under the laws of this state.

SECTION 14. INSURANCE FOR CORPORATE AGENTS AND EMPLOYEES

a. Except as may be otherwise provided under provisions of law, the Board of Directors may authorize purchase of insurance on behalf of any agent or employee of the corporation against liabilities asserted against or incurred by such agent or employee arising out of the agent/employee's status in such capacity, whether or not the corporation would have the power to indemnify said agent or employee against such liability under the Articles of Incorporation, these Bylaws or provisions of law.

b. The Board of Directors may, at their discretion, bond any agent or employee.

c. A suitable Errors and Omissions policy shall be obtained and maintained for each agent or employee engaged in the sale of insurance.

ARTICLE 4 OFFICERS

SECTION 1. DESIGNATION OF OFFICERS

The officers of this corporation shall consist of a President, First Vice President (President Elect), a Second Vice President, and a Secretary-Treasurer. The President, with the concurrence of the Board, may designate such assistant secretaries and assistant treasurers as may be determined necessary from time to time.

SECTION 2. QUALIFICATION TO SERVE AS AN OFFICER

All current annual members and life members of the corporation are eligible to serve in an officer position.

SECTION 3. ELECTION AND TERM OF OFFICE

a. This corporation shall be led by a President, who will ascend to that

office automatically at the conclusion of the next annual business meeting after his or her election as First Vice President.

b. Candidates for First Vice President and Second Vice President shall be selected by a nominations committee. This slate shall be announced to the membership by the Secretary.

c. At the next annual business meeting, this slate of officers shall be put in nomination by the chair of the nominations committee. Nominations from the floor shall then be in order. A written ballot may be requested by any member, subject to a second and simple majority of the members present.

d. These officers shall serve until the conclusion of the next annual business meeting of the corporation membership.

e. The Secretary-Treasurer is appointed by the Board of Directors and serves at the pleasure of that body.

SECTION 4. DUTIES OF OFFICERS

a. The President shall preside at all meetings of the Board of Directors and the general membership. He or she shall perform all duties incident with the office and such other duties as may be required by law, by the Articles of Incorporation, by these Bylaws or which may be prescribed from time to time by the Board of Directors.

b. In absence of the President, the First Vice President shall perform all the duties of the President, and when so acting, shall have all the powers of, and be subject to, all the restrictions on the President. The First Vice President shall have other powers and perform other duties as may be prescribed by law, the Articles of Incorporation, these Bylaws, or by the Board of Directors.

c. In absence of the President and the First Vice President, the Second Vice President shall perform all the duties of the President, and when so acting, shall have all the powers of, and be subject to, all the restrictions on the President. The Second Vice President shall have other powers and perform other duties as may be prescribed by law, the Articles of Incorporation, these Bylaws or by the Board of Directors.

d. As Secretary, the incumbent shall:

(1) Certify and keep at the principal office of the corporation the original, or a copy, of these Bylaws as amended or otherwise altered to date:

(2) Keep at the principal office of the corporation the minutes of all meetings of the directors, committees and the general membership. The record should include the date and place of such meeting, identity of participants and an account of the proceedings.

(3) Be responsible to see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

(4) Be custodian of the records and, as authorized by law or the

provisions of these Bylaws, execute documents of the corporation.

(5) Keep at the principal office of the corporation a membership record containing the name and address of each and any members, and, in the case where any membership has expired, record such fact together with the date on which such membership ceased.

(6) Exhibit at all reasonable times to any director of the corporation, or to his or her agent or attorney, on request therefor, the Bylaws, the membership roster, and the minutes of the proceedings of the directors and membership of the corporation.

(7) In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation, these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

e. As Treasurer, the incumbent shall:

(1) Have charge and custody of, and be responsible for, all funds and securities of the corporation, and deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors.

(2) Receive, and give receipt for, monies due and payable to the corporation from any source whatsoever.

(3) Disburse, or cause to be disbursed, the funds of the corporation as may be directed by the Board of Directors.

(4) Keep and maintain adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.

(5) Exhibit at all reasonable times the books of account and financial records to any director of the corporation, or to his or her agent or attorney, on request therefor.

(6) Render to the President and directors a comprehensive account of all transactions and of the financial condition of the corporation each month.

(7) Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

(8) In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation, these Bylaws, or which may be assigned from time to time by the Board of Directors.

SECTION 5. COMPENSATION

a. The officers of this corporation may be entitled to compensation as a director of the corporation as defined in Article 3, Section 6 of these Bylaws when

such compensation is deemed to be conducive to effective management and direction of the Corporation's business. This decision is reserved to the Board of Directors.

b. In addition, normal and reasonable travel expenses of any officer may be reimbursed for duties incident to his or her official duties.

c. The expenses of the President shall be paid by the corporation to attend the annual conference of the National Guard Association of the United States in his or her official capacity as head of the state delegation.

d. The expenses of officers and board members to attend the annual conference of the National Guard Executive Director's Association will be borne by the corporation when approved by the Board of Directors.

ARTICLE 5 COMMITTEES

SECTION 1. EXECUTIVE COMMITTEE

a. An executive committee shall consist of the President, First Vice President, Second Vice President, Secretary-Treasurer. Additional members to this committee may be appointed by the Board of Directors when deemed appropriate. These additional members will be drawn from current existing Board members.

b. The Board of Directors may vest the Executive Committee with control of affairs which require action more frequently than the quarterly meetings of the full Board. By a simple majority, the Board may revoke or modify any or all of the authority delegated to the Executive Committee. The Secretary shall keep regular minutes of the proceedings of meetings by the Executive Committee, causing them to be filed in the corporate records, and reporting same to the Board as required.

SECTION 2. OTHER COMMITTEES

a. The President shall appoint a nominations committee.

b. The Board of Directors shall have such other committees as may from time to time be required. These committees may consist of persons who are not also members of the Board and who shall act in an advisory role to the Board.

SECTION 3. MEETINGS AND ACTION OF COMMITTEES

Meetings and action of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws as modified by specific action of the Board of Directors. The Board will designate a chair for each committee, and the chair is responsible to recruit additional members as deemed appropriate. The Board may also publish rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

ARTICLE 6.

EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

SECTION 1. EXECUTION OF INSTRUMENTS

The Board of Directors, except as otherwise provided in these Bylaws, may authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific purposes. Unless so authorized, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

SECTION 2. CHECKS AND NOTES

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law; checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation shall be signed by the Treasurer. The Board of Directors may from time to time issue rules and regulations on the need for countersigning of documents.

SECTION 3. DEPOSITS

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

ARTICLE 7 CORPORATE RECORDS AND REPORTS

SECTION 1. MAINTENANCE OF CORPORATE RECORDS

The corporation shall keep at its principal office:

a. Minutes of all meetings of directors, committees of the board and, all meetings of members. These minutes shall specify the time and place of such meetings, identity of those present, and the proceedings thereof.

b. Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses.

c. A record of its members, indicating their names and addresses, class of membership and the termination date of any membership.

d. A copy of the corporation's Articles of Incorporation and Bylaws as amended, which shall be open to inspection by the members of the corporation at all reasonable times during office hours.

SECTION 2. DIRECTORS' INSPECTION RIGHTS

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect

the physical properties of the corporation and shall have such other rights to inspect the books, records and properties of this corporation as may be required under the Articles of Incorporation, other provisions of these Bylaws, and provisions of law.

SECTION 3. MEMBERS' INSPECTION RIGHTS

Each and every member shall have the following inspection rights for any purpose reasonably related to such person's interest as a member:

a. To inspect and copy the record of all members' names, addresses and voting rights, at reasonable times, upon written demand on the Secretary of the corporation, which demand shall state the purpose for which inspection rights are requested.

b. To obtain from the Secretary of the corporation, upon written demand on, and payment of a reasonable charge to the Secretary of the corporation, a list of the names, addresses and voting rights of those members entitled to vote for the election of directors as of the most recent record date for which the list has been compiled or as of the date specified by the member, subsequent to the date of demand. The demand shall state the purpose for which the list is requested. The membership list shall be made within a reasonable time after the demand is received by the Secretary of the corporation or after the date specified therein as of which the list is to be compiled.

c. Upon delivery of such a list as described in a. and b. above, the recipient member is required to certify that the information provided will not be given to any unauthorized third party, and will not be used for any political or commercial exploitation.

d. To inspect at any reasonable time the books, records, or minutes of proceedings of the members or of the board or committees of the board, upon written demand on the Secretary of the corporation by the member, for a purpose reasonably related to such person's interests as a member.

e. Members shall have such other rights to inspect the books, records and properties of this corporation as may be required under the Articles of Incorporation, other provisions of these Bylaws, and provisions of law.

SECTION 4. RIGHT TO COPY AND MAKE EXTRACTS

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection shall include the right to copy and make extracts.

SECTION 5. PERIODIC REPORT

The Board of Directors shall cause any annual or periodic report required under law to be prepared and delivered to an office or to the members of this corporation, to be so prepared and delivered within the time limits set by law.

ARTICLE 8
PROVISIONS OF IRC 501 (c) (19)

SECTION 1. LIMITATIONS ON MEMBERSHIP

The total number of non-veterans who are members of the corporation, of all classes, is limited to no more than two and one-half (2 1/2) percent of total membership. See Appendix B for more information.

SECTION 2. PROHIBITION AGAINST PRIVATE INUREMENT

No part of the net earnings of this corporation shall inure to the benefit of, or be distributable to, the members, directors, trustees, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this corporation.

SECTION 3. DISTRIBUTION OF ASSETS

Upon the dissolution of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a successor corporation, or for one or more exempt purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code, or to the state or a local government, for a public purpose. Such distribution shall be made in accordance with all applicable provisions of the laws of this state.

SECTION 4. RELATIONSHIP TO TRUSTS

In any taxable year the corporation 1) shall distribute its income for said period at such time and manner as not to subject it to tax under Section 4942 of the Internal Revenue Code; 2) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code; 3) shall not retain any excess business holdings as defined in Section 4943 (c) of the Internal Revenue Code; 4) shall not make any investments in such manner as to subject the corporation to tax under Section 4944 of the Internal Revenue Code, and 5) shall not make any taxable expenditures as defined in Section 4945 (d) of the Internal Revenue Code.

ARTICLE 9
AMENDMENT OF BYLAWS

Subject to the power of the membership of this corporation to adopt, amend or repeal the Bylaws of the corporation and except as may otherwise be specified under provisions of law, these Bylaws, or any one or more of them, may be altered, amended or repealed and new Bylaws adopted by approval of the Board of Directors.

ARTICLE 10
CONSTRUCTION AND TERMS

If there is any conflict between the provisions of these Bylaws and the

Articles of Incorporation of this corporation, the provisions of the Articles of Incorporation shall govern.

Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holding.

All references in these Bylaws to the Articles of Incorporation shall be to the Articles of Incorporation filed with the Secretary of State's office of this state and used to establish the legal existence of this corporation.

All references in these Bylaws to a section or sections of the Internal Revenue Code shall be to such sections of the Internal Revenue Code of 1986 as amended from time to time, or to corresponding provisions of any future federal tax code.

**MEMBERSHIP PROVISIONS
OF THE BYLAWS OF
THE NATIONAL GUARD ASSOCIATION
OF ARKANSAS, INCORPORATED**

**ARTICLE 11
MEMBERS**

SECTION 1. DETERMINATION AND RIGHTS OF MEMBERS

The Corporation shall have the following classes of membership:

a. Voting membership. Only federally recognized officers of the Arkansas National Guard, or retired officers of the Arkansas National Guard who have held federal recognition, are eligible for membership in the corporation with voting rights. The privilege of voting is extended to those officers who are currently paid annual members or are life members.

b. Nonvoting membership.

(1) Associate members. Enlisted members of the Arkansas National Guard who enroll in the Association's life insurance program are granted associate membership in the corporation.

(2) Allied members. Military or non-military personnel with an interest in the activities and programs of the corporation are eligible for membership as an allied member.

(3) Honorary members. The Board of Directors may, from time to time, confer honorary membership on deserving individuals. The purpose of this class of membership is to recognize valuable and significant contributions of individuals to the corporation's programs and activities.

(4) Corporate members. Annual corporate memberships are afforded to interested sole proprietorship, partnership, corporate and similar business and professional organizations wishing to support the corporation's programs and activities.

(5) Past members. Active members who leave the Arkansas National Guard prior to completing sufficient years of service to qualify for retired membership status, may elect to become Past members.

SECTION 2. DUES STRUCTURE

a. Annual Dues. The annual dues for this corporation are based on rank, payable upon invoice as follows: General Officer - \$30; Colonel - \$25; Lieutenant Colonel - \$20; Major - \$20; Captain - \$15; First Lieutenant - \$15; Second Lieutenant - \$12; CW5 - \$20; CW4 - \$15; CW3 - \$15; CW2 - \$15; WO1 - \$12; Retired - \$5; Allied - \$25; Past - \$5; Corporate - \$100.

b. Life Membership. Life membership shall be available for any person eligible under all other criteria at a cost of one hundred twenty dollars (\$120). Retired life memberships are provided the applicant has a minimum of twenty (20) years service, and has effectively retired from the Arkansas National Guard, at a cost of sixty dollars (\$60).

SECTION 3. MEMBERSHIP MANAGEMENT

a. The Secretary of the corporation shall be responsible for collection of the appropriate dues for each class of membership. Records maintained at the principal office shall establish the record of each member as to current status.

b. The membership of any member shall terminate upon failure to renew his or her membership by payment of the appropriate dues amount. The Secretary shall send notice of dues payable on at least two occasions by first class mail. A list of non-responding officers will be provided to the appropriate director after all reasonable effort has been made to obtain payment in this manner. All rights of a member in the corporation will cease upon termination for non-payment of dues.

SECTION 4. NONTRANSFERABILITY OF MEMBERSHIP

No member may transfer a membership or any right arising therefrom. All rights of membership cease upon the member's death.

SECTION 5. NONLIABILITY OF MEMBERS

A member of this corporation is not, as such, personally liable for the debts, liabilities, or obligations of the corporation.

ARTICLE 12 **MEETINGS OF MEMBERS**

SECTION 1. PLACE OF MEETINGS

The location of each annual meeting of the membership shall be determined by the Board of Directors, and announced as far in advance of the meeting as possible, but in no case will the interval be less than twelve (12) months.

SECTION 2. REGULAR MEETINGS

a. An annual business meeting will be held each year. It is imperative that the date of this meeting be coordinated with the Office of The Adjutant

General for Arkansas, to ensure that this meeting will not conflict with activities involving substantial elements of the Arkansas National Guard.

b. A regular annual business meeting shall conduct the business of the corporation which has come before the membership and Board of Directors. The membership shall elect board members in every even numbered year pursuant to Article 3 Section 2, and shall annually elect officers in accordance with Article 4, Section 3.

SECTION 3. SPECIAL MEETINGS

Special meetings of the membership shall be called by the President with the concurrence of at least one-half (1/2) the members of the Board of Directors.

SECTION 4. NOTICE OF MEETINGS

Notice of regular or special meetings of the membership shall include the location of such meeting, day and hour of the meeting, and, in the case of special meetings, the purpose or purposes for which the meeting is called. Such notice shall be first class mail or bulk rate mail delivered to the U.S. Postal Service not less than ten (10) days or more than ninety (90) days before the scheduled date of the meeting. Such notice shall be deemed to be delivered when deposited in the United States mail addressed to the

member at his or her address as it appears on the records of the corporation, with postage prepaid.

SECTION 5. QUORUM FOR MEETINGS

A quorum shall consist of fifteen percent (15%) of the voting members of the corporation. Except as otherwise provided under the Articles of Incorporation, these Bylaws, or provisions of law, no business shall be considered by the members at any meeting lacking the required quorum, and the only motion which the Chair shall entertain at such meeting is a motion to adjourn.

SECTION 6. MAJORITY ACTION AS MEMBERSHIP ACTION

Every act or decision done or made by a majority of voting members present at a duly held meeting at which a quorum is present, is the act or decision of the members, unless the Articles of Incorporation, these Bylaws, or provisions of law require a greater number.

Each member entitled to vote may cast one vote on each matter submitted to a vote by the members. Voting at duly held meetings shall be by voice vote. During election of directors, a written ballot will be used if the provisions of Article 4, Section 3, paragraph c, are invoked.

SECTION 7. ACTION BY WRITTEN BALLOT

Except as otherwise provided under the Articles of Incorporation, these Bylaws, or provisions of law, any action which may be taken at any regular or special meeting of members, may be taken without a meeting if the corporation

distributes a written ballot to each member entitled to vote on the matter. The ballot shall:

- a. Set forth the proposed action;
- b. Provide an opportunity to specify approval or disapproval of each proposal;
- c. Indicate the number of responses needed to meet the quorum requirement and, except for ballots soliciting votes for the election of directors, state the percentage of approvals necessary to pass the measure submitted; and,
- d. Shall specify the date by which the ballot must be received by the corporation in order to be counted. The date set shall afford members a reasonable time within which to return the ballots to the corporation.

Ballots shall be mailed by first class mail and shall include a preaddressed envelope for return of the completed ballot. Approval of action by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required at a meeting called for the same purpose.

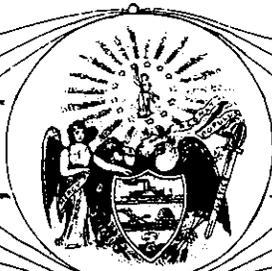
SECTION 8, CONDUCT OF MEETINGS

Meetings of members shall be presided over by the President. In absence of the President, the succession pursuant to Article 3, Section 11, paragraph a, shall apply.

Meetings shall be governed by *Modern Parliamentary Procedure, APA, Copyright 1994*, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with the Articles of Incorporation, these Bylaws, or with provisions of law.

STATE OF ARKANSAS

DEPARTMENT



OF STATE

Kelly Bryant, Secretary of State

CERTIFICATE OF INCORPORATION OF DOMESTIC NON-PROFIT CORPORATION

*I, Kelly Bryant, Secretary of State of the
State of Arkansas, Do Hereby Certify, that*

NATIONAL GUARD ASSOCIATION OF ARKANSAS, INC.

*has filed in the office of the Secretary of State, a duly
certified copy of its Articles of Association in
petition for incorporation under the name or style of*

NATIONAL GUARD ASSOCIATION OF ARKANSAS, INC.

*they are therefore hereby declared a body politic and
corporate, by the name and style aforesaid, with all the
powers, privileges and immunities granted in the law
thereunto appertaining.*

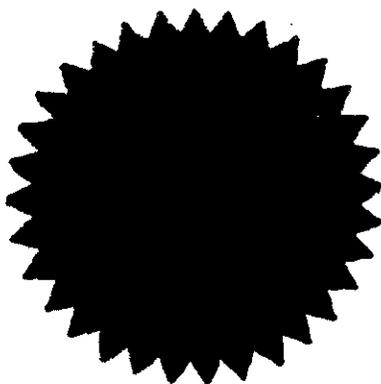
*In Testimony Whereof,
I have hereunto set my hand and
affixed my official Seal*

This 4th *day of* January 19 67

KELLY BRYANT

Secretary of State.

By Cecil De Vere
Deputy.



ARTICLES OF INCORPORATION
OF
NATIONAL GUARD ASSOCIATION OF ARKANSAS, INC.

ARTICLE I

Name, Purpose and Duration.

Section 1. The name of this corporation shall be "National Guard Association of Arkansas, Inc."

Section 2. The purposes for which the corporation is to be formed are:

(a) To develop and strengthen the Arkansas National Guard; to promote close association, friendship, and cooperation among the officers of the National Guard; to cooperate with and support the programs and activities of the Arkansas State Military Department; to cooperate with and support the programs and activities of the National Guard Association of the United States; and to develop the relationship between the National Guard and the other components of the Armed Forces; and

(b) To enter into a contractual relationship with an insurance company or companies to obtain for its members and associate members benefits under a group life insurance policy providing group life insurance for participating members of the Arkansas National Guard in the event of their death in line of duty or otherwise.

1. The annual return from net premiums, if any, from such group insurance program shall be conveyed and transferred by this corporation to Trustees who shall be appointed by the Board of Directors of this corporation

and who shall have sole power and responsibility to administer and manage such annual return for any purpose consistent with these Articles of Incorporation and provided such use or purpose is tax exempt under applicable laws and regulations. No part of the annual net return from such program shall be used for any other corporate purpose.

2. The participants in such group insurance program shall be in all respects treated as a class or group and not as individuals, it being understood that no individual member participant shall have any claim or right or interest in any funds connected with such program at any time, including at the time membership in the corporation is terminated.

(c) This corporation is not organized for pecuniary profit, nor shall it have any power to issue certificates of stock or to declare dividends. No part of the net earnings of the corporation from any source shall inure to the benefit of any member, director, trustee, officer of the corporation, or any private individual (except that a reasonable compensation may be paid for services rendered to or for the corporation effecting one or more of its purposes) and no member, trustee, officer of the corporation or private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation.

Section 3. No part of the activities of the corporation shall be carrying on propoganda, or otherwise attempting to influence legislation or participating in, or intervening in (including the publication or distribution

of statements) any political campaign on behalf of any candidate for public office; nor shall any part of the income of the corporation or the principal of its assets be contributed to any organization whose net earnings, or any part thereof, inure to the benefit of any private shareholder or individual or any substantial part of the activities of which is carrying on propoganda or otherwise attempting to influence legislation.

Section 4. In accomplishing these purposes, the corporation may hold or dispose of such property, real or personal, and may invest and reinvest the proceeds therefrom as may be given, devised or bequeathed to this corporation and may acquire and dispose of such property as may be needed to carry out the purposes of the corporation.

Section 5. The period of existence of the corporation shall be perpetual. However, in the event of the corporation's dissolution, all of its assets then remaining shall be paid over and delivered to an organization or organizations whose purpose or purposes are similar to the purposes of this corporation and which are exempt under Section 501 of the Internal Revenue Code of 1954, as amended.

ARTICLE II

Membership and Incorporators.

Section 1. Membership in this corporation shall be limited to those persons who are active or retired officers in the Arkansas National Guard and who have or have had federal recognition in the National Guard of the United States, except as provided in Section 2 hereof.

Section 2. All active members of the non-commissioned officers association of the Arkansas National Guard and all other enlisted members of the Arkansas National Guard who enroll for the group life insurance program provided by this corporation shall be considered associate members hereof whose rights shall be limited to participating in such group insurance program.

Section 3. The initial membership of this corporation shall be identical to the membership in the National Guard Association of Arkansas immediately prior to its incorporation. The incorporators of this corporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Thomas C. Armstrong	4900 Greenway Drive N Little Rock, Arkansas
James R. Burdell	43 Westmont Circle Little Rock, Arkansas
Fred C. Storm	3701 Lakeview Road N Little Rock, Arkansas
James B. Usery, Jr.	605 Nevada Drive N Little Rock, Arkansas
Albert L. Tenney	3508 Sevier N Little Rock, Arkansas

ARTICLE III

Management.

Section 1. The management of this corporation shall be vested in a board of directors of not less than three in number. Such board of directors shall be elected from officers and warrant officers of the Arkansas National Guard. The number, manner of election, and composition of the board of directors shall be prescribed in the by-laws of this corporation. The officers of the corporation shall

be a President, a First Vice President (President-Elect), a Second Vice President, a Secretary and a Treasurer. Any person may hold more than one office except that the office of President and Secretary shall not be held by the same person. The directors and officers must be members of the corporation and may not be associate members.

Section 2. The Board of Directors shall have and exercise complete management and control of all the financial affairs of the corporation and all the property thereof. The Board of Directors shall have power to acquire by gift, devise or otherwise, all properties they may deem advisable for the conduct and purposes of the corporation, in order to carry out the objects of the corporation; and to authorize such officers not herein designated as the Board may see fit to act in its behalf in such transactions, and the Board of Directors shall also have authority to make By-Laws for their own government and for the government of the corporation, not inconsistent with these Articles.

Section 3. In addition to the foregoing, the Board of Directors shall be authorized to exercise all the powers and authorities authorized by Arkansas law applicable to non-profit corporations.

Section 4. The original Board of Directors of this corporation shall be twenty-eight (28) in number. The names and addresses of the original members of the Board of Directors of this corporation are:

<u>NAME</u>	<u>ADDRESS</u>
William A. Margrave	214 Wedgewood, Little Rock, Ark.
Boyce O. Cranford	1615 Pine Valley Rd, Little Rock, Ark.
Joe H. Jamell, Jr.	3300 S. Cliff Dr., Fort Smith, Ark.

Alvin A. Albinson	1100 Park Ave., Hot Springs, Ark.
Thomas C. Armstrong	4900 Greenway Drive North Little Rock, Arkansas
Roy C. Martin	3115 Kellogg Road North Little Rock, Arkansas
John J. Faulkner	4420 Olive North Little Rock, Arkansas
James R. Burdell	43 Westmont Circle Little Rock, Arkansas
Derrell W. Henry	5808 Scenic Dr., Little Rock, Ark.
Lloyd L. Bray	904 Wilson St., Malvern, Ark.
William A. Cook	101 Pyeatt St., Searcy, Ark.
Don W. Sedberry	Rt. 1, Box 238, Warren, Ark.
Robert R. Levins	Tanglewood Dr., Fordyce, Ark.
Jack M. Presley	502 West 8th Street Russellville, Arkansas
James C. Hickey	P.O. Box 194, Hazen, Arkansas
Edwin F. Montgomery	100 S. Liberty St., Marianna, Ark.
Burton O. George	P.O. Box 412, Berryville, Ark.
James K. Cornett	32 Robinwood Dr., Little Rock, Ark.
Lambert M. Wallace	P.O. Box 414, Star City, Ark.
William L. Bush	Rt. 2, Lincoln, Arkansas
John J. Marschewski, Jr.	7575 Cantrell Road, Apt. 46 Little Rock, Arkansas
Lowell W. Whittington	4423 Hazelwood North Little Rock, Arkansas
Oliver W. Myers	P.O. Box 355, Paragould, Ark.
Monroe House	1825 James St., Jonesboro, Ark.
Beal K. Snodgrass	Rt. 4, Box 101, Nashville, Ark.
Thomas R. Bond	30 Point O'Woods Drive Little Rock, Arkansas
Fred C. Storm	3701 Lakeview Road North Little Rock, Arkansas
Frank C. Douglas, Jr.	P. O. Box 677 North Little Rock, Arkansas

The present directors shall hold office until the next annual meeting of this corporation and thereafter for a term of one (1) year or until their successors are elected and qualified at each annual meeting of this corporation.

Section 5. The Board of Directors may provide for in By-Laws adopted for the corporation, or may therein authorize the President to appoint such committees or sub-committees as it deems necessary for carrying out the purposes of this corporation.

Section 6. The original officers of this corporation shall be identical to those of the National Guard Association of Arkansas immediately prior to its incorporation and shall serve until their successors are elected and duly qualified. Thereafter, the officers of the corporation shall be elected at the annual meeting of the corporation by its members and shall serve for one (1) year or until their successors are elected and duly qualified. The duties, responsibilities, and functions of the officers of the corporation shall be specified in the By-Laws adopted by the Board of Directors or, as from time to time, specified by the Board of Directors.

ARTICLE IV

Meetings.

Section 1. There shall be an annual meeting of the members of the corporation at a time and place designated by the Board of Directors. At least sixty (60) days notice of such meeting shall be given to the members of the corporation. At each annual meeting a statistical and financial report of the corporation for the preceding year shall be presented by the President and Treasurer and a full financial

report of the corporation's affairs shall be made available. The election of directors and officers shall be conducted at the annual meeting.

Section 2. The corporation shall hold such other regular meetings as may be provided in its By-Laws.

Section 3. Special meetings may be called by the President or upon request of one-third of the members of the Board of Directors upon such notice as said President or such one-third of the Board of Directors may deem sufficient.

Section 4. Fifteen per cent (15%) of the members of the corporation shall constitute a quorum at any meeting of the association.

Section 5. The Board of Directors shall meet at least once every three months, at a time and place decided by it, and a special meeting of the Board of Directors may be called at any time by the President, or by 1/3 of the members of the Board of Directors. The Secretary-Treasurer shall notify each member of the Board of Directors by mail of the time and place of any meeting of the Board of Directors by giving notice thereof at least 30 days before such meeting date. Members of the Board of Directors appearing at a duly called meeting will constitute a quorum. Any action of the Board of Directors shall be valid if ratified by a majority vote of the quorum of the Board of Directors.

ARTICLE V

Principal Office and Agent for Service.

The principal office of the corporation shall be at 26th and Poplar Streets in North Little Rock, Arkansas, and its mailing address shall be P. O. Box _____, North Little Rock, Arkansas. The agent for service of process

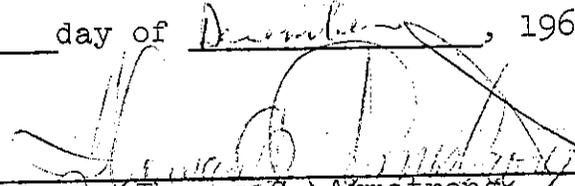
shall be James B. Usery, Jr., whose address is 26th and Poplar Streets, North Little Rock, Arkansas.

ARTICLE VI

Amendments.

Section 1. The Articles may be altered or amended at any regularly constituted meeting of the corporation by a majority vote of the quorum. The Secretary-Treasurer shall mail the proposed amendments to the Articles to the membership of the corporation at least 30 days prior to the meeting at which action on such proposed amendments is to be taken.

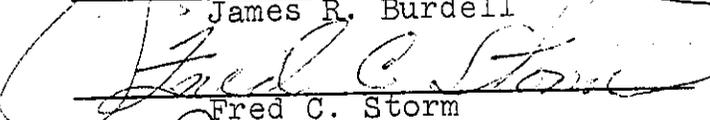
IN WITNESS WHEREOF, the undersigned hereby declare and certify that the statements, matters and things hereinabove set forth are true and have accordingly hereunto set their hands this 5th day of December, 1966.



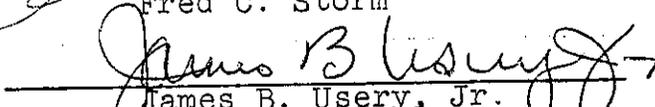
Thomas C. Armstrong



James R. Burdell



Fred C. Storm



James B. Usery, Jr.



Albert L. Tenney

STATE OF ARKANSAS
COUNTY OF PULASKI

BE IT REMEMBERED that on this 5 day of December, 1966, personally came before me, the undersigned, a Notary Public within and for the State and County aforesaid, Thomas C. Armstrong, James R. Burdell, Fred C. Storm, James B. Usery, Jr. and Albert L. Tenney, parties to the foregoing Articles of Incorporation, known to me personally to be such and severally acknowledged the same to be the act and deed of the signers respectively and that the facts therein stated are truly set forth.

GIVEN under my hand and seal of office the day and year aforesaid.

Carol Brunek
Notary Public

My commission expires:

May 22, 1968

Appendix A: Units Represented by Board of Directors

JFHQ

Hq Det JFHQ
Det 30 Op Spt Airlift Cmd (OSA)
61st Civil Spt Detachment
Recruiting & Retention Command
Title 10

Medical Command

Army & Air National Guard Retired

Installation Support Unit (ISU)

ARNG Maneuver Training Center

National Guard Marksmanship Training Unit

233rd Regiment, Regional Training

Institute

HHC 233rd RTI
1-233rd RTI
2-233rd RTI

77th Aviation Brigade

HHC 77th Avn Bde

1-114th S&S Bn

HHC 1-114th S&S Bn
Co A 1-114th S&S Bn
Co B 1-185th Avn
Co C 1-185th Avn

2-114th ATS

HHD 2-114th ATS
Co D 114th ATS
Co D 1-111th MEDEVAC
Det 1 449th AVIM

87th Troop Command

Hq 87th Trp Cmd

25th ROC

871st Troop Command

119th Mobile PAD
106th Army Band
296th Med Co
1123rd Trans Co (-)
Det 1 1123rd Trans Co
216th MP Co (-)
Det 1 216th MP Co
213th Med Co (-)
Det 1 213th Med Co
224th Maint Co (-)
Det 1 224th Maint Co

875th Engineer Battalion

HHC 875th Engr Bn
Co A 875th Engr Bn
Co B (-) 875th Engr Bn
Det 1 Co B 875th Engr Bn
Co C 875th Engr Bn
1038th Horizontal Const Co
1037th Mobility Augmentation Co
1036th Sapper Co
1039th Sapper Co

142nd FIRES Brigade

HHC 142nd FIRES Bde
142nd Sig Co
Btry F 142nd FA (TAB)

1-142nd Field Artillery

HHSB 1-142nd FA
Btry A 1-142nd FA
Btry B 1-142nd FA
Btry C 1-142nd FA
1142nd Fwd Spt Co (-)
Det 1 1142nd Fwd Spt Co

2-142nd Field Artillery

HHSB 2-142nd FA
Btry A 2-142nd FA
Btry B 2-142nd FA
Btry C 2-142nd FA
937th Fwd Spt Co (-)
Det 1 937th Fwd Spt Co

217th Brigade Support Battalion

HHC 217th BSB
Co A (-) 217th BSB
Det 1 Co A 217th BSB
Co B 217th BSB

39th Infantry Brigade Combat Team

HHC (-) 39th IBCT
Det 1 HHC 39th IBCT

39th Brigade Support Battalion

HHC (-) 39th BSB
Co A (-) 39th BSB
Det 1 Co A 39th BSB
Det 2 Co A 39th BSB
Co B (-) 39th BSB
Co C (Med) 39th BSB

39th Brigade Troops Battalion

Co A 39th BTB
Co B 39th BTB
Co C 39th BTB

1-151st Cavalry Squadron

HHT (-) 1-151st Cav Sqdn
Det 1 HHT 1-151st Cav Sqdn
Trp A (-) 1-151st Cav Sqdn
Det 1 Trp A 1-151st Cav Sqdn
Trp B 1-151st Cav Sqdn
Trp C (-) 1-151st Cav Sqdn
Det 1 Trp C 1-151st Cav Sqdn
Co D 39th BSB (RSTA FSC)

1-153rd Infantry

HHC 1-153rd Inf
Co A (-) 1-153rd Inf
Det 1 Co A 1-153rd Inf
Co B (-) 1-153rd Inf
Det 1 Co B 1-153rd Inf
Co C (-) 1-153rd Inf
Det 1 Co C 1-153rd Inf
Co D 1-153rd Inf
Co E 39th BSB (1 Bn FSC)

2-153rd Infantry

HHC (-) 2-153rd Inf
Det 1 HHC 2-153rd Inf
Co A (-) 2-153rd Inf
Det 1 Co A 2-153rd Inf
Co B (-) 2-153rd Inf
Det 1 Co B 2-153rd Inf
Co C (-) 2-153rd Inf
Det 1 Co C 2-153rd Inf
Co D 2-153rd Inf
Co F (-) 39th BSB (2 Bn FSC)
Det 1 Co F 39th BSB (2 Bn FSC)

1-206th Field Artillery

HHC (-) 1-206th FA
Det 1 HHC 1-206th FA
Btry A (-) 1-206th FA
Det 1 Btry A 1-206th FA
Btry B (-) 1-206th FA
Det 1 Btry B 1-206th FA
Btry C 1-206th FA
Co G 39th BSB (FA FSC)

HQ Arkansas ANG

HQ Ark ANG
123rd Intelligence Squadron
154th Weather Flight

223rd Combat Communications Squadron

188th Fighter Wing

HQ 188th Fighter Wing
188th Razorback Range
188th Operations Group
188th Operations Support Flight
188th Maintenance Group
188th Maintenance Squadron
188th Aircraft Maintenance Squadron
188th Maintenance Support Flight
188th Mission Support Group
188th Mission Support Flight
188th Logistics Readiness Squadron
188th Civil Engineer Squadron
188th Security Forces Squadron
188th Communications Flight
188th Services Flight
188th Medical Squadron
188th Student Flight

184th Fighter Squadron

189th Airlift Wing

Hq 189th Airlift Wing
189th Operations Group
189th Operations Support Flight
189th Maintenance Group
189th Maintenance Squadron
189th Aircraft Maintenance Squadron
189th Maintenance Support Flight
189th Mission Support Group
189th Mission Support Flight
189th Logistics Readiness Squadron
189th Civil Engineer Squadron
189th Security Forces Squadron
189th Communications Flight
189th Services Flight
189th Aerial Port Flight
189th Medical Squadron
189th Student Flight

154th Training Squadron

Appendix B

IRS CODE 501c(19), VETERANS' ORGANIZATION

An organization of past or present members of the Armed Forces of the United States may be exempt from federal income tax. To qualify, you must show:

- That the organization is organized in the United States or any of its possessions.
- That at least 75 percent of the members are past or present members of the U.S. Armed Forces and that at least 97.5 percent of all members of the organization are past or present members of the U.S. Armed Forces, cadets (including only students in college or university ROTC programs or at armed service academies), or spouses, widows or widowers of any of those listed here.
- That no part of the net earnings inures to the benefit of any private shareholder or individual.

In addition to these requirements, a veterans' organization also must be operated exclusively for one or more of the following purposes:

- To promote the social welfare of the community (that is, to promote in some way the common good and general welfare of the people of the community).
- To assist disabled and needy war veterans and members of the U.S. Armed Forces and their dependents, and the widows and orphans of deceased veterans.
- To provide entertainment, care and assistance to hospitalized veterans or members of the U.S. Armed Forces.
- To carry on programs to perpetuate the memory of deceased veterans and members of the U.S. Armed Forces.
- To conduct programs for religious, charitable, scientific, literary or educational purposes.
- To sponsor or participate in activities of a patriotic nature.
- To provide insurance benefits for its members or dependents of its members or both.
- To provide social and recreational activities for its members.

An auxiliary unit or society of a veterans' organization may apply for recognition of exemption provided that the veterans organization (parent organization) meets the requirements explained earlier in this section and that the auxiliary unit or society meets the following additional requirements:

- It is affiliated with, and organized in accordance with, the bylaws and regulations formulated by the parent organization.
- At least 75 percent of its members are either past or present members of the U.S. Armed Forces, or are spouses of those members, or are related to a member of such organization within two degrees of kinship.
- No part of the net earnings inures to the benefit of any private shareholder or individual.

Trusts or foundations for a veterans' organization also may apply for recognition of exemption provided the parent organization meets the requirements explained earlier and that the trust or foundation meets the following qualifications:

- The trust or foundation is in existence under local law and, if it is organized for charitable purposes, has a dissolution provision similar to charitable organizations.
- The corpus of income cannot be diverted or used other than for:
 - 1) The funding of a veterans organization described in this section;

- 2) Religious, charitable, scientific, literary or educational purposes or for the prevention of cruelty to children or animals; or
 - 3) An insurance set aside.
- The trust income is not unreasonably accumulated and, if the trust or foundation is not an insurance set aside, a substantial portion of the income is in fact distributed to the parent organization or for the purposes described in item (2)(b).
 - It is organized exclusively for one or more of the purposes listed earlier in this section that are specifically applicable to the parent organization.

Donations to war veterans' organizations are deductible as charitable contributions on the donor's federal income tax return. At least 90 percent of the organization's membership must consist of war veterans. The term "war veterans" means persons, whether or not present members of the U.S. Armed Forces, who have served in the U.S. Armed Forces during a period of war (including the Korean and Vietnam Conflicts).



June 1, 2010

Rosalind Minor
Arkansas Department of Insurance
1200 West 3rd Street
Little Rock, AR 72201-1904

**Re: Continental American Insurance Company NAIC#71730 FEIN 57-0514130
National Guard Association of Arkansas, Inc.**

Enclosed: Bylaws and Articles of Incorporation

Forms:

CAI2800AR-NGAA	Group Master Policy
CAI2801AR-NGAA	Certificate of Insurance
CAI2810-NGAA	Master Application
CAI2811 9/08-NGAA	Enrollment Application
CAI2821AR-NGAA	Dependent Children Rider
CAI2835AR-NGAA	Additional Benefits Rider

Dear Ms. Minor:

We are submitting a revised master policy & certificate. The ones previously uploaded had the incorrect language for an association under the Portability provision. Instead of “membership” we used the word “employment.” We have corrected this error in these forms. I certify this is the only revision made to the forms.

We apologize for any inconvenience this may have caused. Thank you for your consideration in this matter. If you have any questions please contact Cindy Lama at 1-888-730-2244, ext. 4333 or at companycompliance@caicworksites.com.

Sincerely,

James J. Hennessy, AIRC, ACP, CCP
Vice President, Compliance
/clc



CONTINENTAL AMERICAN INSURANCE COMPANY

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

GROUP CRITICAL ILLNESS POLICY

Based on the Application for this Group Insurance Policy (herein called the Plan) made by

NATIONAL GUARD ASSOCIATION OF ARKANSAS, INC.
(herein called the Policyholder)

and based on the payment of the premium when due, the Company agrees to pay the benefits provided on the following pages.

**THIS IS A LIMITED POLICY. PLEASE READ IT CAREFULLY
THIS POLICY PROVIDES BENEFITS FOR THE CRITICAL ILLNESSES LISTED.
IT DOES NOT PROVIDE BENEFITS FOR ANY OTHER SICKNESS OR CONDITION.**

This Plan becomes effective at 12:01 a.m. Standard Time at the Policyholder's address on the Effective Date shown below. It may be continued in effect by the payment of premiums as provided in Section II. The Plan will terminate as provided in the provision titled "Termination of the Plan" in Section I.

The first anniversary of this Plan will be the Anniversary Date shown below. "You" and "your" refer to the Insured or any other Insured under Family Coverage. "We", "us", and "our" refer to the Company. The Policyholder may add new Members or Dependents from time to time in accordance with the terms of the Plan. Subsequent anniversaries of the Plan will be the same date each year thereafter.

All matter printed or written by the Company on the following pages forms a part of this Plan as if recited over the signature below. This Plan is a legal contract between the Company and the Policyholder. This Plan is delivered in and is governed by the laws of the jurisdiction shown below.

In witness whereof the Company has caused this Plan to be executed at our Home Office in Columbia, South Carolina on the Effective Date.

READ THIS POLICY CAREFULLY.
Signed for the Company at our Home Office.

President

Countersigned by _____
Licensed Resident Agent (if required by your state)

Any certificates issued in the State of Arkansas are governed by State of Arkansas.

Group Policy Number - [1234]
Effective Date - [March 1, 2008] **Anniversary Date -** [March 1, 2009]
Jurisdiction - Arkansas **Non-Participating**

GROUP POLICY PROVISIONS

- SECTION I** - Eligibility, Effective Date and Termination
- SECTION II** - Premium Provisions
- SECTION III** - General Definitions / Benefit Definitions
- SECTION IV** - Benefit Provisions
- SECTION V** - Limitations and Exclusions
- SECTION VI** - Claim Provisions
- SECTION VII** - General Provisions
- SECTION VIII** - Benefit Schedules
- SECTION IX** - Occupational Classifications
- SECTION X** - Schedule of Premiums

SECTION I - ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

ELIGIBILITY

Member as used in this Plan, means a person insured under this Plan who is:

1. a member of the Policyholder's group, or an eligible Spouse of the Member;
2. under age 70; and
3. engaged in full-time work; and
4. included in the class of Members eligible for coverage as shown on the application.

EFFECTIVE DATE

The Effective Date of this Plan is shown on Page 1 of this form.

The Effective Date for a Member is as follows:

1. A Member's insurance will be effective on the date shown on the Certificate Schedule provided the Member is then actively at work.
2. If a Member is not actively at work on the date coverage would otherwise become effective, the Effective Date of his coverage will be the date on which such Member is first thereafter actively at work.

The Effective Date for a Spouse or Dependent Child is the date shown on the Schedule Page subject to the following:

1. The date the Member's insurance is effective for a Spouse or Dependent Child who is eligible on that date; for whom coverage is applied for and premium paid; and who are not hospital confined.
2. At 12:00 a.m. Standard Time, on the day a Spouse or Dependent Child is no longer hospital confined if the Spouse or Dependent Child was otherwise eligible for coverage on the date the Member's insurance became effective.
3. For a Spouse or Dependent Child eligible on or first acquired after the Member's Effective Date, the Effective Date will be:
 - a. For newborn children, the Effective Date is the moment of birth (see Section III, Definitions, Insured).
 - b. For other than newborn children, the date we assign after approving the application for such coverage.

TERMINATION OF THE PLAN

The Plan will cease if the premium is not paid before the end of the Grace Period.

After the end of the first Plan year, the Company has the right to cancel the Plan on the day prior to the date any premium is due by giving 31 days written notice. The Plan will terminate when the number of participating Members is less than the number mutually agreed upon by the Policyholder and the Company in writing.

In these events, this Plan and all certificates issued hereunder will terminate on such date at 12:01 a.m. Standard Time at the Policyholder's address. This will be without prejudice to the rights of any Insured as respects any claim arising during the period the Plan is in force.

The Policyholder has the sole responsibility to notify Members of such termination.

TERMINATION OF AN MEMBER'S INSURANCE

A Member's insurance will terminate on the earliest of:

1. the date the Plan is terminated;
2. on the 31st day after the premium due date if the required premium has not been paid;
3. on the date he ceases to meet the definition of a Member as defined in the Plan; or
4. on the date he is no longer a member of the class eligible.

Insurance for an insured Spouse or Dependent Child will terminate the earliest of:

1. the date the Plan is terminated;
2. on the 31st day after the premium due date if the required premium has not been paid;
3. the premium due date following the date the Spouse or Dependent Child ceases to be a dependent;
4. the premium due date following the date we receive your written request to terminate coverage for your Spouse and/or all Dependent Children.

Termination of the insurance on any Insured shall be without prejudice to his rights as regarding any claim arising prior thereto.

[Portability Privilege

When coverage would otherwise terminate under this Plan because a Member ends employment with the Policyholder, they may elect to continue coverage. The coverage that may be continued is that which the Member had on the date their employment terminated, including Dependent coverage then in effect.

1. Coverage may not be continued for any of the following reasons:
 - a. the Member failed to pay any required premium;
 - b. this Group Policy terminates.
2. To keep the Certificate in force the Member must:
 - a. make written Application to the Company within 31 days after the date their insurance would otherwise terminate;
 - b. pay the required premium to the Company no later than 31 days after the date the Certificate would otherwise terminate.
3. Insurance will cease on the earliest of these dates:
 - a. the date the Member fails to pay any required premium;
 - b. the date this Group Policy is terminated.

If a Member qualifies for this Portability Privilege as described, then the same Benefits, Plan Provisions, and Premium Rate as shown in their Certificate as previously issued will apply.]

SECTION II - PREMIUM PROVISIONS

PREMIUM CALCULATIONS

Premiums payable on any premium due date for insurance will be calculated in accordance with the Schedule of Premiums. [The rates shown in this Schedule can be changed [annually].] The Company will give the Policyholder written notice 31 days prior to the date any change in rates is to be effective.

PREMIUM PAYMENTS

The first premiums are due on the Effective Date of this Plan. After that, premiums are due on the first day of each month that the Plan remains in effect.

Aggregate premiums for this Plan are to be paid to the Company at our Home Office in Columbia, South Carolina. Payment of any premium will not keep the Plan in force beyond the due date of the next premium, except as set forth in the Grace Period.

GRACE PERIOD

This Plan has a 31-day Grace Period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the next 31 days. During the Grace Period, the Plan will stay in force, unless the Policyholder has given the Company written notice of discontinuance of the Plan.

SECTION III - GENERAL DEFINITIONS / BENEFIT DEFINITIONS

Whenever a male pronoun is used, it includes the female unless the context clearly shows otherwise.

Actively at Work to be considered “actively at work”, a Member must perform for a full normal workday the regular duties of his employment at the regular place of business or at a location to which he may be required to travel to perform the regular duties of his employment.

Critical Illness means such illness shown in the Schedule and as defined in this Plan.

Date of Diagnosis means for:

[**Cancer and/or carcinoma in situ:** The day the tissue specimen, blood samples and/or titer(s) are taken on which the first diagnosis of cancer or carcinoma in situ is based.]

[**Heart attack:** The date that the death (infarction) of a portion of the heart muscle occurred based on the criteria listed under the Heart Attack definition.]

[**Stroke:** The date a stroke occurred based on documented neurological deficits and neuroimaging studies.]

[**Kidney failure:** The date that a doctor or physician recommends that an Insured begin renal dialysis.]

[**Major organ transplant surgery or coronary artery bypass surgery:** The date the surgery occurs for covered transplants or covered coronary artery bypass surgery.]

Dependent Child(ren) means your natural children, step-children, legally adopted children or children placed for adoption, who are unmarried, chiefly dependent on you or your Spouse for support; and younger than age 25.

However, if any child is incapable of self-sustaining employment due to mental retardation or physical handicap and is dependent on a parent(s) for support, the above age of twenty-five (25) shall not apply. Proof of such incapacity and dependency must be furnished to the Company.

Doctor or Physician means any licensed practitioner of the healing arts acting within the scope of his license in treating a Critical Illness. It doesn't include an Insured or their family member.

Member means the Insured as shown in the Certificate Schedule.

Family Member means an Insured's spouse, son, daughter, mother, father, sister, or brother.

Full-time Work means a Member is spending at least [30] hours per week performing his occupational duties.

Illness means sickness or disease which first manifests while the Insured's coverage is in force [and after any applicable Waiting Period.] Any loss due to illness must begin while the Insured's coverage is in force.

Injury means bodily injury solely due to an accident. It includes all complications of and all injuries from the same accident.

Insured(s) -

1. If Member coverage is shown in the Certificate Schedule, we insure the Member.
2. If coverage is for the Spouse of an eligible Member, we insure the Insured as shown on the Certificate Schedule.
3. Coverage for Dependent Children may be included in an attached rider (if applicable).
4. If any person who would otherwise be an Insured is specifically excluded from coverage by endorsement to the Certificate or by the application, then such person shall not be an Insured.
5. Any other additions to the Insured class must be added by endorsement after applying to the Company.

Pathologist means a doctor, other than an Insured or a family member, who is licensed to practice medicine and who is also licensed to practice pathologic anatomy by the American Board of Pathology. A Pathologist also means an Osteopathic Pathologist who is certified by the Osteopathic Board of Pathology.

Spouse means a Member's legal wife or husband.

[**Successor Insured** - If a Member dies while covered under a Certificate, then their surviving Spouse shall become the Insured if such Spouse is an Insured. If there is no surviving Spouse covered under the Certificate, then the Certificate shall terminate on the next premium due date.]

Treatment means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

Treatment free means a period of time without the consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

[**Waiting Period** means the number of days after the Effective Date before we will pay benefits for loss due to a Critical Illness. We won't pay benefits for a Critical Illness that begins during the Waiting Period.]

BENEFIT DEFINITIONS

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

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

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

specimen.

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

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

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

We will pay benefits for a Clinical Diagnosis only if:

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

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

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

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

[Major Organ Transplant means undergoing surgery as a recipient of a transplant of a human heart, lung, liver, kidney, or pancreas.]

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

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

SECTION IV - BENEFITS

Critical Illness Benefit

We will pay this benefit when an Insured is diagnosed with one of the Critical Illnesses shown on the Certificate Schedule if:

1. [The date of diagnosis is after the Waiting Period;]
2. The date of diagnosis is while the his coverage is in force; and
3. It is not excluded by name or specific description in the Certificate.

[If the date of diagnosis of a Critical Illness occurs during the Waiting Period, the Certificate may be returned for a full refund of premium.]

The Certificate's Initial Maximum Benefit amount is shown in the Schedule. If the Schedule shows a Maximum Benefit Reduction Date, a Certificate's Maximum Benefit will be reduced to the Reduced Maximum Benefit Amount, also shown in the Schedule, on that date. Benefits will be based on the Maximum Benefit amount in effect on the Critical Illness Date of Diagnosis. Any partial benefits paid will be deducted from the appropriate Critical Illness.

Payment of benefits is subject to the following:

1. We will pay benefits for a Critical Illness in the order the events occur.
2. [No benefits are payable for each different Critical Illness after the first unless its date of diagnosis is separated from the prior different Critical Illness by at least [6] months and it is not caused by or contributed to by a Critical Illness for which benefits have been paid.]
3. [Once benefits have been paid for a Critical Illness, no additional benefits are payable for that same Critical Illness unless the dates of diagnosis are separated by at least [12] months [or for cancer [12] months treatment free) Cancer that has spread (metastasized) even though there is a new tumor, will not be considered an additional occurrence unless you have been treatment free for [12] months].]

[Health Screening Benefit (Calendar Year Limit)

We will pay the amount shown in the Benefit Schedule for Health Screening Tests performed [after the Waiting Period and] while an Insured's coverage is in force. This Benefit is payable once per calendar year up to the Maximum Benefit amount shown in the Benefit Schedule. Payment of this benefit will not reduce the benefit amount payable for Critical Illness.

Health Screening Tests include but are not limited to:

1. Stress test on a bicycle or treadmill,
2. Fasting blood glucose test,
3. Blood test for triglycerides,
4. Serum cholesterol test to determine level of HDL and LDL,
5. Bone marrow testing,
6. Breast ultrasound,
7. CA 15-3 (blood test for breast cancer),
8. CA 125 (blood test for ovarian cancer),
9. CEA (blood test for colon cancer),
10. Chest X-ray,
11. Colonoscopy,
12. Flexible sigmoidoscopy,

13. Hemocult stool analysis,
14. Mammography,
15. Pap smear,
16. PSA (blood test for prostate cancer),
17. Serum Protein Electrophoresis (blood test for myeloma),
18. Thermography.

There is no limit to the number of years an Insured can receive benefits for Health Screening Tests, as long as this Plan is in force.

We will pay this benefit regardless of the results of the test.]

SECTION V - LIMITATIONS AND EXCLUSIONS

[This Plan contains a 30-day "Waiting Period". This means no benefits are payable for any Insured who has been diagnosed before their coverage has been in force 30 days from their Effective Date. If an Insured is first diagnosed during the "Waiting Period", benefits for treatment of that Critical Illness will apply only to loss commencing after 12 months from their Effective Date; or, at the Member's option, they may elect to void the Certificate from the beginning and receive a full refund of premium.]

[PRE-EXISTING CONDITIONS LIMITATION

"Pre-existing Condition" means a sickness or physical condition which, within the 12-month period prior to an Insured's Effective Date resulted in the Insured receiving medical advice or treatment.

We will not pay benefits for any Critical Illness starting within 12 months of an Insured's Effective Date which is caused by, contributed to, or resulting from a Pre-existing Condition.

A claim for benefits for loss starting after 12 months from an Insured's Effective Date will not be reduced or denied on the grounds that it is caused by a Pre-existing Condition.

A Critical Illness will no longer be considered Pre-existing at the end of 12 consecutive months starting and ending after an Insured's Effective Date.]

EXCLUSIONS

We won't pay for loss due to:

1. Intentionally self inflicted injury or action.
2. Suicide or attempted suicide while sane or insane.
3. Illegal activities or participation in an illegal occupation.
4. Substance Abuse.

Diagnosis must be made and treatment received in the United States.

SECTION VI - CLAIM PROVISIONS

Notice of Claim: Written notice of claim must be given within sixty (60) days after a covered loss starts, or as soon as reasonably possible. The notice can be given to the Company at P.O. Box 427, Columbia, South Carolina 29202. Notice should include the name of the Insured and the Certificate number.

Claim Forms: When we receive a notice of claim, we will send the Claimant forms for filing proof of loss. If the forms are not given within 15 working days, proof of loss requirements can be met by giving us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss Section.

Proof of Loss: Written Proof of Loss must be furnished to the Company at P.O. Box 427, Columbia, South Carolina 29202 within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time. However, such proof must be furnished as soon as reasonably possible and in no event (except in the absence of legal capacity) later than one year from the time proof is otherwise required.

Time of Payment of Claims: Benefits payable under this Plan will be paid immediately upon receipt of acceptable Proof of Loss.

Payment of Claims: All benefits will be payable to the Member unless assigned by them or by operation of law. Any accrued benefit unpaid at the Insured's death may be paid to their estate.

Conformity with State Statutes: Any provision of this Plan which, on its Effective Date, is in conflict with the statutes of the state in which it was issued is hereby amended to conform to the minimum requirements of such statutes.

Additional Coverage with the Company: We will only pay benefits for covered Critical Illness under one Critical Illness Certificate if an Insured is covered by more than one of our Critical Illness Certificates. An Insured may choose which Certificate they wish to keep in force by sending us written notice of their choice. We will return the premiums paid for any of our other Critical Illness Certificates during the period there was more than one Certificate in force.

SECTION VII - GENERAL PROVISIONS

Questions or Comments: If you have any questions about this Plan, its benefits, the filing of claims, a complaint or a compliment, please call us at the toll free number listed on the front of this Plan.

Entire Contract, Changes: This Policy together with the application, endorsements, benefit agreements, certificates and riders, if any, is the Entire Contract of Insurance. No change in this Plan shall be valid until approved in writing by an Executive Officer of the Company. Any change must be noted on or attached hereto. No agent may change this Plan or waive any of its Provisions. Any Rider, Endorsement or Application that modifies, limits or excludes coverage under this Plan must be signed by the Member to be valid.

Physical Examination and Autopsy: We, at our expense, have the right to have an Insured examined as often as reasonable necessary while a claim is pending. In the case of death, we may also have any autopsy done unless prohibited by law.

Legal Action: No legal action may be brought to recover on this Plan within 60 days after written Proof of Loss has been given as required by this Plan. No such action may be brought after 3 years from the time written Proof of Loss is required to be given.

Time Limit on Certain Defenses: (1) After two years from an Insured's effective date of coverage, no misstatements, except fraudulent misstatements, made by the applicant in the application shall be used to void the coverage or to deny a claim for loss incurred commencing after the expiration of such two-year period; (2) No claim for loss incurred commencing after two years from an Insured's Effective Date of coverage shall be reduced or denied on the grounds that a disease or physical condition, not excluded from coverage by name or specific description, had existed prior to such Effective Date.

Clerical Error: Clerical error by the Policyholder will not end coverage or continue terminated coverage. In the event of such clerical error, a premium adjustment will be made.

Misstatement of Age: If an age has been misstated on the application, the benefits will be those the premium paid would have purchased at the correct age.

If we at Continental American Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904
(501) 371-2640 or 1 (800) 852-5494

SECTION VIII - BENEFIT SCHEDULE

Initial Maximum Benefit:	See Certificates
Reduced Maximum Benefit Amount:	See Certificates
Reduced Benefit Date:	First Renewal Date after age 70
[Waiting Period:	30 Days]
Percentage for Partial Benefits:	25% of applicable Maximum Benefit

The applicable Maximum Benefit (Initial or Reduced) is payable for the following Critical Illnesses

[**Cancer (internal or invasive)**]

[Stroke]

[Kidney Failure]

[Heart Attack]

[Major Organ Transplant]

PARTIAL BENEFITS

[**CANCER (internal or invasive)**

Carcinoma in situ - When this Partial Benefit is paid, it will reduce the cancer benefit by 25%.]

[**HEART ATTACK**

Coronary Artery Bypass Surgery - When this Partial Benefit is paid, it will reduce the Heart Attack Benefit by 25%.]

[**Maximum Health Screening Benefit Amount:** [\$50] per insured Member and Spouse per calendar year.]

SECTION IX - OCCUPATIONAL CLASSIFICATIONS

[All Full-Time Members, who are actively at work, and have completed at least 6 months of continuous employment with the Policyholder.]

SECTION X - SCHEDULE OF PREMIUMS



CONTINENTAL AMERICAN INSURANCE COMPANY

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

CERTIFICATE OF INSURANCE FOR GROUP CRITICAL ILLNESS POLICY

**THIS CERTIFICATE PROVIDES BENEFITS FOR THE CRITICAL ILLNESSES LISTED.
IT DOES NOT PROVIDE BENEFITS FOR ANY OTHER SICKNESS OR CONDITION.**

PLEASE READ YOUR CERTIFICATE CAREFULLY

THIS IS NOT A MEDICARE SUPPLEMENT POLICY.

If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare.

Any certificates issued in the State of Arkansas are governed by State of Arkansas.

CERTIFICATE INDEX

Eligibility, Effective Date and Termination	Section I
Premium Provisions.....	Section II
General Definitions / Benefit Definitions.....	Section III
Benefit Provisions.....	Section IV
Limitations and Exclusions.....	Section V
Claim Provisions.....	Section VI
General Provisions.....	Section VII

We certify that you are insured under the Critical Illnesses Policy (herein called the Plan) issued to the Policyholder, subject to the definitions, exclusions and other provisions of the Plan against loss resulting from Critical Illness. Certain provisions of the Plan are summarized in this Certificate. All provisions of the Plan, whether contained in your Certificate or not, apply to the insurance referred to by the Certificate.

The Effective Date of your Certificate is as shown in the Certificate Schedule if you are on that date actively at work. If not, this Certificate will become effective on the next date you are actively at work as an eligible Member. This Certificate will remain in effect for the period for which the premium has been paid. This Certificate may be continued for further periods as stated in the Plan.

This Certificate is issued in consideration of the payment of the required premium and of your statements and representations in the application. This Certificate, on its Effective Date, automatically replaces any Certificate or Certificates previously issued to you under the Plan. "You" and "your" refer to the Member or any other Insured under Family Coverage. "We", "us", and "our" refer to the Company.

[NO RECOVERY FOR PRE-EXISTING CONDITIONS--READ CAREFULLY. No benefits will be provided during the first twelve months of this Certificate for conditions diagnosed within the 12-month period prior to the Effective Date shown in the Certificate Schedule.]

SECTION I - ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

ELIGIBILITY

You as used in this Certificate, means a person insured under this Certificate who is:

1. a member of the Policyholder's group, or an eligible Spouse of the Member;
2. under age 70;
3. engaged in full-time work; and
4. included in the class of Members eligible for coverage as shown on the application.

EFFECTIVE DATE

The Effective Date of the Plan is shown on Page 1 of the Master Policy.

The Effective Date for you is as follows:

1. Your insurance will be effective on the date shown on the Certificate Schedule provided you are actively at work.
2. If you are not actively at work on the date coverage would otherwise become effective, the Effective Date of your coverage will be the date on which you are first thereafter actively at work.

The Effective Date for a Spouse or Dependent Child is the date shown on the Certificate Schedule Page subject to the following:

1. The date your insurance is effective for a Spouse or Dependent Child who is eligible on that date; for whom coverage is applied for and premium paid; and who are not hospital confined.
2. At 12:00 a.m. Standard Time, on the day a Spouse or Dependent Child is no longer hospital confined if the Spouse or Dependent Child was otherwise eligible for coverage on the date your insurance became effective.
3. For a Spouse or Dependent Child eligible on or first acquired after your Effective Date, the Effective Date will be:
 - a. For newborn children, the Effective Date is the moment of birth, but we must be given notice of the birth within 31 days for coverage to continue beyond 31 days (see Section III, Definitions, Insured).
 - b. For other than newborn children, the date we assign after approving the application for such coverage.

TERMINATION OF YOUR INSURANCE

Your insurance will terminate on the earliest of:

1. the date the Plan is terminated;
2. on the 31st day after the premium due date if the required premium has not been paid;
3. on the date he ceases to meet the definition of a Member as defined in the Plan; or
4. on the date he is no longer a member of the class eligible.

Insurance for an insured Spouse or Dependent Child will terminate the earliest of:

1. the date the Plan is terminated;
2. on the 31st day after the premium due date if the required premium has not been paid;
3. the premium due date following the date the Spouse or Dependent Child ceases to be a dependent;

4. the premium due date following the date we receive your written request to terminate coverage for your Spouse and/or all Dependent Children.

Termination of the insurance on any Insured shall be without prejudice to his rights as regarding any claim arising prior thereto.

[Portability Privilege

When coverage would otherwise terminate under this Plan because a Member ends employment with the Policyholder, they may elect to continue coverage. The coverage that may be continued is that which the Member had on the date their employment terminated, including Dependent coverage then in effect.

1. Coverage may not be continued for any of the following reasons:
 - a. the Member failed to pay any required premium;
 - b. this Group Policy terminates.
2. To keep the Certificate in force the Member must:
 - a. make written Application to the Company within 31 days after the date their insurance would otherwise terminate;
 - b. pay the required premium to the Company no later than 31 days after the date the Certificate would otherwise terminate.
3. Insurance will cease on the earliest of these dates:
 - a. the date the Member fails to pay any required premium;
 - b. the date this Group Policy is terminated.

If a Member qualifies for this Portability Privilege as described, then the same Benefits, Plan Provisions, and Premium Rate as shown in their Certificate as previously issued will apply.]

SECTION II - PREMIUM PROVISIONS

PREMIUM PAYMENTS

Aggregate premiums for the Plan are to be paid to the Company our Home Office in Columbia, South Carolina. Payment of any premium will not keep the Plan in force beyond the due date of the next premium, except as set forth in the Grace Period.

GRACE PERIOD

The Plan has a 31-day Grace Period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the next 31 days. During the Grace Period, this Certificate will stay in force, unless the Policyholder has given the Company written notice of discontinuance of the Plan.

SECTION III - GENERAL DEFINITIONS / BENEFIT DEFINITIONS

Whenever a male pronoun is used, it includes the female unless the context clearly shows otherwise.

Actively at Work to be considered “actively at work”, a Member must perform for a full normal workday the regular duties of his employment at the regular place of business or at a location to which he may be required to travel to perform the regular duties of his employment.

Critical Illness means such illness shown in the Schedule and as defined in this Plan.

Date of Diagnosis means for:

[**Cancer and/or carcinoma in situ:** The day the tissue specimen, blood samples and/or titer(s) are taken on which the first diagnosis of cancer or carcinoma in situ is based.]

[**Heart attack:** The date that the death (infarction) of a portion of the heart muscle occurred based on the criteria listed under the Heart Attack definition.]

[**Stroke:** The date a stroke occurred based on documented neurological deficits and neuroimaging studies.]

[**Kidney failure:** The date that a doctor or physician recommends that an Insured begin renal dialysis.]

[**Major organ transplant surgery or coronary artery bypass surgery:** The date the surgery occurs for covered transplants or covered coronary artery bypass surgery.]

Dependent Child(ren) means your natural children, step-children, legally adopted children or children placed for adoption, who are unmarried, chiefly dependent on you or your Spouse for support; and younger than age 25.

However, if any child is incapable of self-sustaining employment due to mental retardation or physical handicap and is dependent on a parent(s) for support, the above age of twenty-five (25) shall not apply. Proof of such incapacity and dependency must be furnished to the Company.

Doctor or Physician means any licensed practitioner of the healing arts acting within the scope of his license in treating a Critical Illness. It doesn't include an Insured or their family member.

Member means the Insured as shown in the Certificate Schedule.

Family Member means an Insured's spouse, son, daughter, mother, father, sister, or brother.

Illness means sickness or disease which first manifests while the Insured's coverage is in force [and after any applicable Waiting Period.] Any loss due to illness must begin while the Insured's coverage is in force.

Injury means bodily injury solely due to an accident. It includes all complications of and all injuries from the same accident.

Insured(s) -

1. If Member coverage is shown in the Certificate Schedule, we insure the Member.
2. If coverage is for the Spouse of an eligible Member, we insure the Insured as shown on the Certificate Schedule.
3. Coverage for Dependent Children may be included in an attached rider (if applicable).
4. If any person who would otherwise be an Insured is specifically excluded from coverage by endorsement to the Certificate or by the application, then such person shall not be an Insured.
5. Any other additions to the Insured class must be added by endorsement after applying to the Company.

Pathologist means a doctor, other than an Insured or a family member, who is licensed to practice medicine and who is also licensed to practice pathologic anatomy by the American Board of Pathology. A Pathologist also means an Osteopathic Pathologist who is certified by the Osteopathic Board of Pathology.

Spouse means a Member's legal wife or husband.

[**Successor Insured** - If a Member dies while covered under a Certificate, then their surviving Spouse shall become the Insured if such Spouse is an Insured. If there is no surviving Spouse covered under the Certificate, then the Certificate shall terminate on the next premium due date.]

Treatment means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

Treatment free means a period of time without the consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

[**Waiting Period** means the number of days after the Effective Date before we will pay benefits for loss due to a Critical Illness. We won't pay benefits for a Critical Illness that begins during the Waiting Period.]

BENEFIT DEFINITIONS

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

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

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

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

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

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

We will pay benefits for a Clinical Diagnosis only if:

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

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

The diagnosis must include all of the following criteria:

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

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

[**Major Organ Transplant** means undergoing surgery as a recipient of a transplant of a human heart, lung, liver, kidney, or pancreas.]

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

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

SECTION IV - BENEFITS

Critical Illness Benefit

We will pay this benefit when an Insured is diagnosed with one of the Critical Illnesses shown on the Certificate Schedule if:

1. [The date of diagnosis is after the Waiting Period;]
2. The date of diagnosis is while the his coverage is in force; and
3. It is not excluded by name or specific description in the Certificate.

[If the date of diagnosis of a Critical Illness occurs during the Waiting Period, the Certificate may be returned for a full refund of premium.]

The Certificate's Initial Maximum Benefit amount is shown in the Schedule. If the Schedule shows a Maximum Benefit Reduction Date, a Certificate's Maximum Benefit will be reduced to the Reduced Maximum Benefit Amount, also shown in the Schedule, on that date. Benefits will be based on the Maximum Benefit amount in effect on the Critical Illness Date of Diagnosis. Any partial benefits paid will be deducted from the appropriate Critical Illness.

Payment of benefits is subject to the following:

1. We will pay benefits for a Critical Illness in the order the events occur.
2. [No benefits are payable for each different Critical Illness after the first unless its date of diagnosis is separated from the prior different Critical Illness by at least [6] months and it is not caused by or

contributed to by a Critical Illness for which benefits have been paid.]

3. [Once benefits have been paid for a Critical Illness, no additional benefits are payable for that same Critical Illness unless the dates of diagnosis are separated by at least [12] months [(or for cancer [12] months treatment free) Cancer that has spread (metastasized) even though there is a new tumor, will not be considered an additional occurrence unless you have been treatment free for [12] months].]

[Health Screening Benefit (Calendar Year Limit)

We will pay the amount shown in the Benefit Schedule for Health Screening Tests performed [after the Waiting Period and] while an Insured's coverage is in force. This Benefit is payable once per calendar year up to the Maximum Benefit amount shown in the Benefit Schedule. Payment of this benefit will not reduce the Critical Illness benefit available under this Certificate.

Health Screening Tests include but are not limited to:

1. Stress test on a bicycle or treadmill,
2. Fasting blood glucose test,
3. Blood test for triglycerides,
4. Serum cholesterol test to determine level of HDL and LDL,
5. Bone marrow testing,
6. Breast ultrasound,
7. CA 15-3 (blood test for breast cancer),
8. CA 125 (blood test for ovarian cancer),
9. CEA (blood test for colon cancer),
10. Chest X-ray,
11. Colonoscopy,
12. Flexible sigmoidoscopy,
13. Hemocult stool analysis,
14. Mammography,
15. Pap smear,
16. PSA (blood test for prostate cancer),
17. Serum Protein Electrophoresis (blood test for myeloma),
18. Thermography.

There is no limit to the number of years an Insured can receive benefits for Health Screening Tests, as long as this Plan is in force.

We will pay this benefit regardless of the results of the test.]

SECTION V – [LIMITATIONS AND] EXCLUSIONS

[This Certificate contains a 30-day "Waiting Period". This means no benefits are payable for any Insured who has been diagnosed before their coverage has been in force for 30 days from their Effective Date. If an Insured is first diagnosed during the "Waiting Period", benefits for treatment of that Critical Illness will apply only to loss commencing after 12 months from their Effective Date; or, at your option, you may elect to void the Certificate from the beginning and receive a full refund of premium.]

[PRE-EXISTING CONDITIONS LIMITATION

"Pre-existing Condition" means a sickness or physical condition which, within the 12-month period prior to an Insured's Effective Date resulted in the Insured receiving medical advice or treatment.

We will not pay benefits for any Critical Illness starting within 12 months of an Insured's Effective Date which is caused by, contributed to, or resulting from a Pre-existing Condition.

A claim for benefits for loss starting after 12 months from an Insured's Effective Date will not be reduced or denied on the grounds that it is caused by a Pre-existing Condition.

A Critical Illness will no longer be considered Pre-existing at the end of 12 consecutive months starting and ending after an Insured's Effective Date.]

EXCLUSIONS

We won't pay for loss due to:

1. Intentionally self inflicted injury or action.
2. Suicide or attempted suicide while sane or insane.
3. Illegal activities or participation in an illegal occupation.
4. Substance Abuse.

Diagnosis must be made and treatment received in the United States.

SECTION VI - CLAIM PROVISIONS

Notice of Claim: Written notice of claim must be given within sixty (60) days after a covered loss starts, or as soon as reasonably possible. The notice can be given to the Company at P.O. Box 427, Columbia, South Carolina 29202. Notice should include the name of the Insured and the Certificate number.

Claim Forms: When we receive a notice of claim, we will send the claimant forms for filing proof of loss. If the forms are not given within 15 working days, proof of loss requirements can be met by giving us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss Section.

Proof of Loss: Written Proof of Loss must be furnished to the Company at P.O. Box 427, Columbia, South Carolina 29202 within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time. However, such proof must be furnished as soon as reasonably possible and in no event (except in the absence of legal capacity) later than one year from the time proof is otherwise required.

Time of Payment of Claims: Benefits payable under this Plan will be paid immediately upon receipt of acceptable Proof of Loss.

Payment of Claims: All benefits will be payable to you unless assigned by them or by operation of law. Any accrued benefit unpaid at the Insured's death may be paid to their estate.

Conformity with State Statutes: Any provision of the Plan which, on its Effective Date, is in conflict with the statutes of the state in which it was issued is hereby amended to conform to the minimum requirements of such statutes.

[Additional Coverage with the Company: We will only pay benefits for covered Critical Illness under one Critical Illness Certificate if an Insured is covered by more than one of our Critical Illness Certificates. You may choose which Certificate you wish to keep in force by sending us written notice of your choice. We will return the premiums paid for any of our other Critical Illness Certificates during the period there was more than one Certificate in force.]

SECTION VII - GENERAL PROVISIONS

Questions or Comments: If you have any questions about this Plan, its benefits, the filing of claims, a complaint or a compliment, please call us at the toll free number listed on the front of this Plan.

Entire Contract, Changes: The Policy together with the application, endorsements, benefit agreements, certificates and riders, if any, is the Entire Contract of Insurance. No change in the Plan shall be valid until approved in writing by an Executive Officer of the Company. Any change must be noted on or attached hereto. No agent may change the Plan or waive any of its Provisions. Any Rider, Endorsement or Application that modifies, limits or excludes coverage under the Plan must be signed by the Member to be valid.

Physical Examination and Autopsy: We, at our expense, have the right to have an Insured examined as often as reasonable necessary while a claim is pending. In the case of death, we may also have any autopsy done unless prohibited by law.

Legal Action: No legal action may be brought to recover on this Plan within 60 days after written Proof of Loss has been given as required by the Plan. No such action may be brought after 3 years from the time written Proof of Loss is required to be given.

Time Limit on Certain Defenses: (1) After two years from an Insured's effective date of coverage, no misstatements, except fraudulent misstatements, made by the applicant in the application shall be used to void the coverage or to deny a claim for loss incurred commencing after the expiration of such two-year period (2) No claim for loss incurred commencing after two years from an Insured's Effective Date of coverage shall be reduced or denied on the grounds that a disease or physical condition, not excluded from coverage by name or specific description, had existed prior to such Effective Date.

Misstatement of Age: If an age has been misstated on the application, the benefits will be those the premium paid would have purchased at the correct age.

If we at Continental American Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904
(501) 371-2640 or 1 (800) 852-5494

**SAMPLE
CERTIFICATE SCHEDULE**

Insured -	[John A. Doe]	Group Policy Number - [895]
Effective Date -	[May 29, 2008]	Certificate Number - [51491]
[Premium Date -	June 1, 2008]	First Renewal Date - [July 1, 2008]
*Initial Premium -	[\$19.75 Monthly]	

Plan – [Family]

Initial Maximum Benefit:	\$
Reduced Maximum Benefit Amount:	\$
Reduced Benefit Date:	First Renewal Date after age 70
[Waiting Period:	30 Days]
Percentage for Partial Benefits:	25% of applicable Maximum Benefit

The applicable Maximum Benefit (Initial or Reduced) is payable for the following Critical Illnesses

- [Cancer]
- [Stroke]
- [Kidney Failure]
- [Heart Attack]
- [Major Organ Transplant]

PARTIAL BENEFITS

[CANCER

Carcinoma in situ - When this Partial Benefit is paid, it will reduce the cancer benefit by 25%.]

[HEART ATTACK

Coronary Artery Bypass Surgery - When this Partial Benefit is paid, it will reduce the Heart Attack Benefit by 25%.]

[Maximum Health Screening Benefit Amount: [\$50] per insured Member and Spouse per calendar year.]